



Agenda
Meeting of the Municipal Council
Wednesday, April 22, 2020
REGULAR MEETING 7:00 PM

I. Regular Meeting - 7:00 p.m.

- B. Silent Prayer/Moment of Reflection
- C. Salute to the Flag
- D. Announcement - Open Public Meetings Act

As to comply with the “Open Public Meetings Act,” Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 7, 2020, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

- E. Matters from Council
- F. Public Participation
- G. Minutes

- Municipal Council - Regular Meeting - Mar 25, 2020 7:00 PM

H. Individual Resolutions

- 2020-141 Resolution Approving Payment of Bills
- 2020-142 Resolution of The Mayor and City Council of The City of Asbury Park, County of Monmouth, State Of New Jersey, Converting A Storm Recovery Reserve Fund to A Corona Virus Response Reserve in Accordance with The Provisions of N.J.S.A. 40a:4-62.1
- 2020-143 Resolution Amending Contract for Public Health Nursing Services for 2020
- 2020-144 Resolution Amending Resolution No. 2020-77 Regarding The Appointment Of T&M Associates as Municipal Engineer for The City
- 2020-145 Authorizing the City of Asbury Park to Enter Into a Lease Agreement with New Cingular Wireless PCS, LLC

- 2020-146 Authorizing Design & Bidding Services and Construction Administration to T&M Associates for RBC Replacement at the Wastewater Treatment Plant
- 2020-147 Resolution of the City of Asbury Park Authorizing the Release of Escrow Funds Pursuant to the Escrow Agreement Dated 2011 By and Among The City of Asbury Park, Asbury Partners, LLC, and Ansell, Grimm, & Aaron, PC Regarding the Property Located at 902 Kingsley Street, Asbury Park, NJ
- 2020-148 Authorizing the Tax Collector to Prepare and Deliver Estimated 2020-3RD Quarter Tax Bills
- 2020-149 Resolution Authorizing the Purchase of a New Dry Scrubber Controller for the Sewer Plant
- 2020-150 Resolution Authorizing Purchase of Ammunition for the Police Department
- 2020-151 Resolution Authorizing an Appointment to the Housing Authority
- 2020-152 Resolution Establishing Regulations for the 2020 Beach Season

I. Ordinances

1. Second Reading/Public Hearing

- 2020-5 An Ordinance Amending and Supplementing Section 7-14, Entitled “Parking Prohibited During Certain Hours on Certain Streets,” of Chapter VII, “Traffic,” of the “Code of the City of Asbury Park, New Jersey” Accordingly
- 2020-6 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations
- 2020-8 Bond Ordinance Providing for Improvements to Memorial Drive (A Transportation Utility Improvement), By and In the City of Asbury Park, In the County of Monmouth, State Of New Jersey; Appropriating \$5,250,000 Therefor (Including A Grant Expected to Be Received from The New Jersey Department of Transportation) And Authorizing the Issuance Of \$5,250,000 Bonds or Notes of The City to Finance the Cost Thereof
- 2020-9 An Ordinance of The City of Asbury Park, County of Monmouth And State Of New Jersey Adding Chapter 30-74 "Mandatory Affordable Housing Set-Aside" To the Code of The City of Asbury Park
- 2020-10 An Ordinance Amending the Land Development Regulations of The City of Asbury Park to Amend Article Viii Redevelopment Plans, Section 30-110.4 Springwood Avenue Redevelopment Plan, Consistent with And Designed to Effectuate the City’s Adopted 2019 Third Round Housing Element and Fair Share Plan
- 2020-11 An Ordinance Amending the Land Development Regulations of The City of Asbury Park to Amend Article Vi Zoning, Section 30-70.6 (R3)

Medium Density Multifamily Residential Zone, And to Create A New
“Deal Lake Drive Inclusionary Housing Overlay District” Consistent with
And Designed to Effectuate the City’s Adopted 2019 Third Round
Housing Element and Fair Share Plan

- 2020-12 An Ordinance Amending the Land Development Regulations of The City of Asbury Park to Amend Article Viii Redevelopment Plans, Section 30-110.2 Main Street Redevelopment Plan, Consistent with And Designed to Effectuate the City’s Adopted 2019 Third Round Housing Element and Fair Share Plan
- 2020-13 An Ordinance Amending the Land Development Regulations of The City of Asbury Park to Amend Article VI Zoning, Section 30-71.3 (B1) Downtown Retail District, Section 30-71.4 (B2) Main Street Retail Sales and Service and Section 30-71.5 (Nc) Neighborhood Commercial Districts to Consolidate Zone Districts, Amend Permitted Uses and Incentivize the Creation of Inclusionary Housing Consistent with And Designed to Effectuate the City’s Adopted 2019 Third Round Housing Element and Fair Share Plan
- 2020-14 An Ordinance of The City of Asbury Park, County of Monmouth And State Of New Jersey Adding Chapter 31 "Affordable Housing" To the Code of The City of Asbury Park to Address the Requirements of The NJ Superior Court
- 2020-15 An Ordinance Amending the Land Development Regulations of The City of Asbury Park to Amend Article Viii Redevelopment Plans, Section 30-110.1 Central Business District (CBD) Redevelopment Plan, Consistent with And Designed to Effectuate the City’s Adopted 2019 Third Round Housing Element and Fair Share Plan
- 2020-16 An Ordinance of The City of Asbury Park Re-Zoning Certain Properties and Adopting an Updated Zoning Map

J. Adjournment



Minutes
Meeting of the Municipal Council
Wednesday, March 25, 2020
REGULAR MEETING

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Remote	
Yvonne Clayton	Councilmember	Remote	
Jesse Kendle	Councilmember	Remote	
Amy Quinn	Deputy Mayor	Remote	
John Moor	Mayor	Remote	
Melody Hartsgrove	Deputy City Clerk	Remote	
Cindy Dye	City Clerk	Absent	
Donna Vieiro	City Manager	Remote	
Frederick Raffetto	City Attorney	Remote	

Deputy City Clerk Melody Hartsgrove called the meeting to order at 7:00 PM.

MATTERS FROM CITY COUNCIL

A statement was read by Mayor Moor“Let me be clear, it may be the easiest sacrifice you will ever be asked to make,” he said before imploring that residents only venture out for necessities and thanked all of the First Responders and all of the Medical Professional for keeping us safe in these uncertain time.

Deputy Mayor Quinn, stated Police, Fire, EMS, and Public works are all essential services and City operations will continue, but, all City facilities are closed to the public until further notice including City Hall, Municipal Court, Public Library, Senior Center, DPW, Transportation Center, Parking Office and Boardwalk. City Departments will be responsive to residents by phone and online communications. All essential services will continue to operate, including Police, Fire, EMS and DPW. Garbage and recycling services will not be interrupted. Updates, information and advisory's on how our community is being affected will continue to be provided as they become available.

Council member Chapman stated, she wanted to thank all of the Fire, Police and City employees for keeping the City running and keeping us safe, thank you to all of the residents for stepping up and making masks, supporting local business and thank you to City Manager Vieiro, for her leadership.

Council member Clayton stated, Thank you to all of the residents for stepping up and supporting local business and thank you for looking out for each other.

Council member Kendle stated, he was proud to be a resident, coach, professional for over 50 years, thank you to all people on the front line keeping us safe.

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Council member Chapman to open the meeting to the public. All in favor. Meeting is now open to the public. The following members of the public spoke: Derek Minno Bloom, Julia Andreloa, Ernest Mignoli, Sylvia Sylvia. A motion to close the meeting to the public was made by Mayor Moor and seconded by Councilmember Kendle. All in favor. Meeting is now closed to the public.

INDIVIDUAL RESOLUTIONS

2020-132 Resolution Approving Payment of Bills

RESULT:	ADOPTED [4 TO 1]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2020-133 Resolution Amending Temporary Budget Appropriations for 2020 Budget

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-134 Emergency Contract for the Disinfecting of Municipal Buildings following CDC Guidelines

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-135 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of PILOT/RAB Administration

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-136 Resolution Awarding of Contract to Nicholas Enterprise, LLC. For the Installation of a New Sidewalk, Pavers and Stone in St. John Island Park, Grand Avenue, Asbury Park, New Jersey

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Minutes Acceptance: Minutes of Mar 25, 2020 7:00 PM (Minutes)

2020-137 Rejecting Bids for Fire Department Uniforms

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-138 Authorizing the City Manager to Sign a Letter of Intent with Schneider Electric to Develop a Business Case for an Energy Savings Improvement Project

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-139 Resolution Authorizing the Appointment of a Municipal Manager for The City of Asbury Park and Authorizing the Execution of An Employment Agreement Relating Thereto.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-140 Resolution Appointing A Municipal Clerk for The City of Asbury Park (Melody Hartsgrove, RMC, CMR).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ORDINANCESIntroduction

2020-8 Bond Ordinance Providing for Improvements to Memorial Drive (A Transportation Utility Improvement), By and In the City of Asbury Park, In the County of Monmouth, State Of New Jersey; Appropriating \$5,250,000 Therefor (Including A Grant Expected to Be Received from The New Jersey Department of Transportation) And Authorizing the Issuance Of \$5,250,000 Bonds or Notes of The City to Finance the Cost Thereof

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/22/2020 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-9 An Ordinance of The City of Asbury Park, County of Monmouth And State Of New Jersey Adding Chapter 30-74 "Mandatory Affordable Housing Set-Aside" To the Code of The City of Asbury Park

RESULT: **INTRODUCED [UNANIMOUS]**

Next: 4/22/2020 7:00 PM

MOVER: Jesse Kendle, Councilmember

SECONDER: Amy Quinn, Deputy Mayor

AYES: Chapman, Clayton, Kendle, Quinn, Moor

2020-10 An Ordinance Amending the Land Development Regulations of The City of Asbury Park to Amend Article Viii Redevelopment Plans, Section 30-110.4 Springwood Avenue Redevelopment Plan, Consistent with And Designed to Effectuate the City's Adopted 2019 Third Round Housing Element and Fair Share Plan

RESULT: **INTRODUCED [UNANIMOUS]**

Next: 4/22/2020 7:00 PM

MOVER: Eileen Chapman, Councilmember

SECONDER: Yvonne Clayton, Councilmember

AYES: Chapman, Clayton, Kendle, Quinn, Moor

2020-11 An Ordinance Amending the Land Development Regulations of The City of Asbury Park to Amend Article Vi Zoning, Section 30-70.6 (R3) Medium Density Multifamily Residential Zone, And to Create A New "Deal Lake Drive Inclusionary Housing Overlay District" Consistent with And Designed to Effectuate the City's Adopted 2019 Third Round Housing Element and Fair Share Plan

RESULT: **INTRODUCED [UNANIMOUS]**

Next: 4/22/2020 7:00 PM

MOVER: Eileen Chapman, Councilmember

SECONDER: Yvonne Clayton, Councilmember

AYES: Chapman, Clayton, Kendle, Quinn, Moor

2020-12 An Ordinance Amending the Land Development Regulations of The City of Asbury Park to Amend Article Viii Redevelopment Plans, Section 30-110.2 Main Street Redevelopment Plan, Consistent with And Designed to Effectuate the City's Adopted 2019 Third Round Housing Element and Fair Share Plan

RESULT: **INTRODUCED [UNANIMOUS]**

Next: 4/22/2020 7:00 PM

MOVER: Jesse Kendle, Councilmember

SECONDER: Amy Quinn, Deputy Mayor

AYES: Chapman, Clayton, Kendle, Quinn, Moor

2020-13 An Ordinance Amending the Land Development Regulations of The City of Asbury Park to Amend Article VI Zoning, Section 30-71.3 (B1) Downtown Retail District, Section 30-71.4 (B2) Main Street Retail Sales and Service and Section 30-71.5 (Nc) Neighborhood Commercial Districts to Consolidate Zone Districts, Amend Permitted Uses and Incentivize the Creation of Inclusionary Housing Consistent with And Designed to Effectuate the City's Adopted 2019 Third Round Housing Element and Fair Share Plan

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/22/2020 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-14 An Ordinance of The City of Asbury Park, County of Monmouth And State Of New Jersey Adding Chapter 31 "Affordable Housing" To the Code of The City of Asbury Park to Address the Requirements of The NJ Superior Court

Introduced with approved modifications.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/22/2020 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-15 An Ordinance Amending the Land Development Regulations of The City of Asbury Park to Amend Article Viii Redevelopment Plans, Section 30-110.1 Central Business District (CBD) Redevelopment Plan, Consistent with And Designed to Effectuate the City's Adopted 2019 Third Round Housing Element and Fair Share Plan

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/22/2020 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-16 An Ordinance of The City of Asbury Park Re-Zoning Certain Properties and Adopting an Updated Zoning Map

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/22/2020 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2020-3 Bond Ordinance Providing for The Construction of a Parking Garage at The Transportation Center of City Hall – Phase I (A Transportation Utility Improvement), By and In the City of Asbury Park, In the County of Monmouth, State Of New Jersey; Appropriating \$1,000,000 Therefor and Authorizing the Issuance of \$1,000,000 In Bonds or Notes to Finance the Cost Thereof

A motion was made by Council member Chapman and seconded by Council member Clayton to open the public hearing on 2020-3, with all in favor. Public hearing is now open. Deputy City Manager Manzella, gave a brief summary of the Ordinance . No members of the public spoke. A

motion was made by Mayor Moor and seconded by Council member Chapman to close the public hearing on 2020-3, with all in favor public hearing closed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-4 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

A motion was made by Deputy Mayor Quinn and seconded by Council member Chapman to open the public hearing on Ordinance 2020-4, with all in favor. Public hearing is open. Deputy City Manager Manzella gave a brief summary of Ordinance 2020-4. The following members of the public spoke: Ernest Mignoli. A motion was made by Council member Kendle and seconded by Council member Clayton to close the public hearing on 2020-4. All in favor. Public hearing is closed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-7 An Ordinance of The City of Asbury Park Amending and Supplementing The “Code of The City of Asbury Park, New Jersey,” In Order to Establish A New Chapter Thereof, To Be Known as Chapter Xxvii, Entitled “Identification Card Program.”

A motion was made by Council member Kendle and seconded by Council Member Chapman. All in favor. Public hearing on 2020-7 is now open to the public. City manager Viero gave a brief summary on Ordinance 2020-7. The following members of the public spoke: Ernest Mignoli. City Attorney Raffetto answered a question posed by Mr. Mignoli. A motion to close the public hearing was made by Mayor Moor and seconded by Council Member Clayton. All in Favor

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 8:10 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Mar 25, 2020 7:00 PM (Minutes)



RESOLUTION NO. 2020-141

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPROVING PAYMENT OF BILLS

WHEREAS, the following listed vouchers payable have been approved by the Chief Financial Officer and have subsequently been audited and found correct:

BE IT RESOLVED, that these vouchers payable totaling \$8,998,473.23

BE IT FURTHER RESOLVED, that proper officers are hereby authorized to execute and issue warrants for payment of said vouchers, but only if and when the conditions of the City Treasury shall permit.

CURRENT VOUCHERS	\$ 6,570,631.03
BOARD OF EDUCATION	741,620.00
COUNTY TAXES	1,214,042.15
EMPLOYEE HEALTH BENEFITS	<u>472,180.05</u>
 TOTAL VOUCHERS	 \$ <u>8,998,473.23</u>

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-141 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
 Format: Condensed Held: Y Aprv: N Rcvd: Y
 Range: 9-First to 0-Last Bid: Y State: Y Other: Y Exempt: Y
 Rcvd Batch Id Range: First to Last Include Non-Budgeted: Y
 Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Fund: CURRENT
 Department: ADMINISTRATION
 Extd: ADMINISTRATION

0-01-20-100-000-201	ADMINISTRATION General Plant					
GEECHA	GEESE CHASERS, LLC	20-00132	1ST QTR 2020 CLEARING AND	1,079.00	0.00	B
CDWGOV	CDW GOVERNMENT INC.	20-00324	QUOTE #LCTN335 EXCHANGE SERVER	22,449.39	0.00	
210FIFTH	210 5th Ave. Venture Urban	20-00562	Food for Fashion Show 2/23/20	3,830.00	0.00	
210FIFTH	210 5th Ave. Venture Urban	20-00844	additional guest serv. charge	954.00	0.00	
JOSDEL	Joseph Dellaragione	20-01002	INV11937906 - Zoom Meetings	199.90	0.00	
KEPSPR	KEPWELL SPRING WATER	20-01044	Monthly services MARCH 2020	37.50	0.00	
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	20-01046	2020 Municipal Directory	70.00	0.00	
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	20-01086	Invoice 1775 Afford. Hsg.	106.50	0.00	
KINTINC	KINTECH, INC.	20-01128	INVOICE #33874 PUBLIC HEARING	829.25	0.00	
				29,555.54		

0-01-20-100-000-209	ADMINISTRATION Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-01137	#16024:PMT. 54 OF 60	415.22	0.00	
	Extd Total: ADMINISTRATION			29,970.76		
	Department Total: ADMINISTRATION			29,970.76		

Department: HUMAN RESOURCES
 Extd: HUMAN RESOURCES

0-01-20-105-000-299	HUMAN RESOURCES Misc.					
LAWOFFS	LAW OFFICE OF STEVEN S.	20-01043	Services for March 2020	6,000.00	0.00	
	Extd Total: HUMAN RESOURCES			6,000.00		
	Department Total: HUMAN RESOURCES			6,000.00		

Department: CENTRAL FUNCTIONS
 Extd: CENTRAL FUNCTIONS

0-01-20-115-000-299	CENTRAL FUNCTIONS Misc.					
POST	POSTMASTER	20-01074	Affordable housing notices	1,880.00	0.00	
	Extd Total: CENTRAL FUNCTIONS			1,880.00		
	Department Total: CENTRAL FUNCTIONS			1,880.00		

Attachment: Bill List 4-22-20 (2020-141 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
0-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	20-01139	#0004132329 ORDINANCE #2020-14	631.70	0.00	
	Extd Total: MUNICIPAL CLERK			631.70		
	Department Total: MUNICIPAL CLERK			631.70		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
0-01-20-130-000-201	FINANCE General Plant					
WATSPR	WATCHUNG SPRING WATER CO.,INC.	20-00964	ACCT #014764 FEBRUARY & MARCH	96.50	0.00	
JEMIND	JEM INDUSTRIAL SERVICES, INC.	20-00977	Hand Sanitizer for Employees	350.00	0.00	
MARBUS	MARLIN BUSINESS BANK	20-01126	INVOICE #17820443 3/15/20	339.50	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-01137	#16024:PMT. 54 OF 60	389.62	0.00	
				<u>1,175.62</u>		
0-01-20-130-000-204	FINANCE Outside Services					
WISCOM	WISS & COMPANY, LLP	20-00767	SEWER CONNECTION FEE STUDY	9,000.00	0.00	
ACAFGI	ACACIA FINANCIAL GROUP, INC.	20-01115	FAS Services March 2020	776.25	0.00	
				<u>9,776.25</u>		
	Extd Total: FINANCIAL ADMINISTRATION			10,951.87		
	Department Total: FINANCIAL ADMINISTRATION			10,951.87		
Department: COMPUTERIZED DATA PROCESSING						
Extd: COMPUTERIZED DATA PROCESSING						
0-01-20-140-000-218	COMPUTERIZED DATA PROC. General Plant					
SHIINT	SHI INTERNATIONAL CORP	20-00819	Q#18556197 GoverLAN Renewal	313.12	0.00	
GMIINT	GMIS INTERNATIONAL	20-01112	Inv#300006144 - 2020 Renewal	100.00	0.00	
				<u>413.12</u>		
	Extd Total: COMPUTERIZED DATA PROCESSING			413.12		
	Department Total: COMPUTERIZED DATA PROCESSING			413.12		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
0-01-20-145-000-202	TAX REV ADMIN Office Supplies					
MGLFOR	MGL FORMS-SYSTEMS, LLC	20-00816	TAX-SEWER BILLS & FORMS 2020	3,965.00	0.00	
EDMASS	EDMUNDS & ASSOCIATES, INC.	20-00861	EPSON RECEIPT/VALIDATOR	775.00	0.00	
				<u>4,740.00</u>		
0-01-20-145-000-209	TAX REV ADMIN Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-01137	#16024:PMT. 54 OF 60	236.52	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			4,976.52		
	Department Total: TAX REVENUE ADMINISTRATION			4,976.52		

Attachment: Bill List 4-22-20 (2020-141 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
0-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU HARRY HAUSHALTER	20-00920 Haushalter Legal Defense-2020			1,485.00	0.00	
0-01-20-150-000-218	TAX ASSESSOR Contract.Serv.					
COUTAX COUNTY TAX ADMINISTRATOR	20-01012 CH.75 Postcards-2020			1,786.75	0.00	
Extd Total: TAX ASSESSOR				3,271.75		
Department Total: TAX ASSESSOR				3,271.75		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
0-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
WBMASON W.B.MASON CO., INC.	20-00837 Off Supps Comms & CalendarAPTV			153.17	0.00	
Extd Total: DIRECTOR OF COMMUNICATIONS				153.17		
Department Total: DIRECTOR OF COMMUNICATIONS				153.17		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
0-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL MARAZITI FALCON, LLP	20-00882 SERVICES RENDERED THRU FEB-20			875.00	0.00	
ARCHGR ARCHER & GREINER, P.C.	20-01114 2019 Bond Sale Sec. 20 Costs			3,896.98	0.00	
				<u>4,771.98</u>		
Extd Total: LEGAL SERVICES				4,771.98		
Department Total: LEGAL SERVICES				4,771.98		
Department: CABLE TV ADVISORY COMMITTEE						
Extd: CABLE TV ADVISORY COMMITTEE						
0-01-20-162-000-299	CABLE TV ADVISORY COMMITTEE - MISC EXP					
TELCOR TELVUE CORPORATION	20-00857 contract renewal			2,215.13	0.00	
Extd Total: CABLE TV ADVISORY COMMITTEE				2,215.13		
Department Total: CABLE TV ADVISORY COMMITTEE				2,215.13		
Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
0-01-20-165-000-209	ENGINEERING SERVICES Fees					
SUBCON SUBURBAN CONSULTING ENGINEERS,	20-01045 Services for February 2020			660.00	0.00	
TMASSO T & M ASSOCIATES	20-01150 LAF38297 general engineering			9,191.92	0.00	

Attachment: Bill List 4-22-20 (2020-141 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-20-165-000-209	ENGINEERING SERVICES Fees		Continued			
TMASSO	T & M ASSOCIATES	20-01151	LAF386294 Memorial Drive	1,324.50	0.00	
				11,176.42		
	Extd Total: ENGINEERING SERVICES			11,176.42		
	Department Total: ENGINEERING SERVICES			11,176.42		
	CAFR Total:			76,412.42		
Department: Planning Department						
Extd: Planning Department						
0-01-21-179-000-201	Planning Dept. General Plant					
CLACAN	CLARKE CATON HINTZ PC	20-00979	CCH Invoices Mar 2020	4,763.63	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00991	SSRS PB Inv# 647157 Afford Hsg	250.00	0.00	
MARKS005	MARK SIEGLE	20-01047	AICP DUES REIMBURSEMENT	609.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-01137	#16024:PMT. 54 OF 60	200.97	0.00	
				5,823.60		
	Extd Total: Planning Department			5,823.60		
	Department Total: Planning Department			5,823.60		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
0-01-21-180-000-201	PLANNING BOARD General Plant					
JACSER	JACK A. SERPICO	20-01011	PB/ZB Invoices 2019 & 2020	1,275.00	0.00	
	Extd Total: PLANNING BOARD			1,275.00		
	Department Total: PLANNING BOARD			1,275.00		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
0-01-21-185-000-209	ZONING BOARD Fees					
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00923	SSRS Bulk PB/Zb Invoices	83.34	0.00	
JACSER	JACK A. SERPICO	20-01011	PB/ZB Invoices 2019 & 2020	475.00	0.00	
				558.34		
	Extd Total: ZONING BOARD OF ADJUSTMENT			558.34		
	Department Total: ZONING BOARD OF ADJUSTMENT			558.34		
	CAFR Total:			7,656.94		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
0-01-22-195-000-299	CODE ENFORCE Misc.					
JUNLAS	JUNGLE LASERS, LLC	20-01085	INVOICE #94958 MARCH 2020	475.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	20-01146	ACCT #190657 MARCH & APRIL 1	31.96	0.00	
				506.96		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			506.96		
	Department Total: CODE ENFORCEMENT AND ADMIN.			506.96		

Attachment: Bill List 4-22-20 (2020-141 : Payment of Bills)

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
0-01-22-200-000-299 CONSTRUCTION CODE Misc. (In Cap)						
NJSTPL	NJ STATE PLUMBING INSPECTORS	20-00152	2020 ASSOCIATION DUES	75.00	0.00	
GRAING	GRAINGER, INC.	20-00596	AFCI/GFCI TESTER	57.23	0.00	
GRAING	GRAINGER, INC.	20-00944	OFFICE SUPPLIES	58.48	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-01137	#16024:PMT. 54 OF 60	582.97	0.00	
				773.68		
	Extd Total: CONSTRUCTION CODE OFFICIAL			773.68		
	Department Total: CONSTRUCTION CODE OFFICIAL			773.68		
	CAFR Total:			1,280.64		
Department: LIABILITY INSURANCE						
Extd: LIABILITY INSURANCE						
0-01-23-210-000-209 LIABILITY INSURANCE Fees						
PMACOM	PMA MANAGEMENT CORPORATION	20-01142	March 2020 Billing Statement	44,816.15	0.00	
	Extd Total: LIABILITY INSURANCE			44,816.15		
	Department Total: LIABILITY INSURANCE			44,816.15		
Department: WORKER'S COMPENSATION						
Extd: WORKER'S COMPENSATION						
0-01-23-215-000-209 WORKER'S COMPENSATION Fees						
PMACOM	PMA MANAGEMENT CORPORATION	20-01142	March 2020 Billing Statement	146,509.00	0.00	
	Extd Total: WORKER'S COMPENSATION			146,509.00		
	Department Total: WORKER'S COMPENSATION			146,509.00		
	CAFR Total:			191,325.15		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
0-01-25-240-000-201 POLICE General Plant						
JOHNS005	JOHNSON CONTROLS FIRE PROTEC-	20-00046	#P36367-001066 TIME STAMP	1,012.00	0.00	
LANASO	LANIGAN ASSOCIATES. INC.	20-00623	Gloves	60.00	0.00	
ALPPIN	ALPINE PINNACLE INC.	20-00734	#0237 Uniseal High Risk Gloves	1,169.10	0.00	
THEPHO	THE PHOTO CENTER	20-00805	#52025 Camera Repair	85.00	0.00	
LANASO	LANIGAN ASSOCIATES. INC.	20-00980	INVOICE #96621 GLOVES - FIORE	60.00	0.00	
TOSSOL	TOSHIBA BUSINESS SOLUTION	20-01130	INV #2495058 ABC CARD SUPPLIES	747.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	20-01133	ACCOUNT #169322 FEB & MARCH	158.31	0.00	
LANASO	LANIGAN ASSOCIATES. INC.	20-01134	INVOICE #96645 BADGES NO 301	114.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-01137	#16024:PMT. 54 OF 60	202.52	0.00	
				3,607.93		
0-01-25-240-000-202 POLICE Office Supplies						
THEPHO	THE PHOTO CENTER	20-00601	#3781 Cannon T7 KIT 18-55	790.00	0.00	
0-01-25-240-000-203 POLICE Motor Vehicle						
WORJEE	WORLD CHRYSLER DODGE JEEP RAM	20-00657	Rear Bracker Car 62	22.28	0.00	

Attachment: Bill List 4-22-20 (2020-141 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-25-240-000-203	POLICE Motor Vehicle		Continued			
SIGSEA	SIGNS,SEALED & DELIVERED, INC.	20-00909	#E378 white trailer Lettered	500.00	0.00	
EMERG005	EMERGENCY ACCESSORIES AND	20-01038	Switchbox Quote #A032520	146.34	0.00	
EASTC	EAST COAST EMERGENCY LIGHTING,	20-01102	Repairs-Siren Control Veh 17	286.02	0.00	
RICAUT	RICH'S AUTO BODY	20-01127	INVOICE #11534 TOW POLICE HQ	20.00	0.00	
				<u>974.64</u>		
0-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	20-00968	#2015322 Animal Control Servic	4,700.00	0.00	
0-01-25-240-000-218	POLICE Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00860	COPIER @ SHIFT COMMANDER	127.62	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	20-01135	#CNIN022341C Contract 52628	712.14	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	20-01136	#CNIN022335C Contract #115224	580.38	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-01137	#16024:PMT. 54 OF 60	436.73	0.00	
				<u>1,856.87</u>		
0-01-25-240-000-275	POLICE Traffic Maintenance					
DRASAF	DRAEGER,INC	20-00557	Recertification of Alcotest	179.00	0.00	
	Extd Total: POLICE DEPARTMENT			12,108.44		
	Department Total: POLICE DEPARTMENT			12,108.44		
Department:	FIRE DEPARTMENT					
Extd:	FIRE DEPARTMENT					
0-01-25-265-000-201	FIRE DEPT. General Plant					
JEMIND	JEM INDUSTRIAL SERVICES, INC.	20-00961	DISINFECTANT	398.00	0.00	
APPBRO	APPLIANCE BROKERS OF ASBURY	20-01098	Quote 204257, 204258 Appliance	760.99	0.00	
				<u>1,158.99</u>		
0-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
EMEEQU	EMERGENCY EQUIPMENT SALES	20-00188	Quote: 20-2024-Eng. windows	372.89	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-00573	Blanket PO not to exceed	473.38	0.00	B
MAAAUT	MAACO COLLISION	20-00846	Est: 65215-1 8356 door replac	1,696.45	0.00	
EMEEQU	EMERGENCY EQUIPMENT SALES	20-00849	Quote:20-2148 window channels	82.52	0.00	
				<u>2,625.24</u>		
0-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
GENSAF	GEN-EL SAFETY & INDUSTRIAL	20-00716	Quote:31526-Meter Chargers	287.85	0.00	
CDWGOV	CDW GOVERNMENT INC.	20-00803	Quote:LGXD972-iPad cases	638.97	0.00	
GRAING	GRAINGER, INC.	20-00931	Batteries	17.34	0.00	
FIRONE	FIREFIGHTER ONE LIMITED	20-00933	Blanket PO not to exceed	110.00	0.00	B
FEDER005	FEDERAL RESOURCES SUPPLY CO.	20-00975	Quote:50668-Disinfecant Spraye	749.99	0.00	
FIRONE	FIREFIGHTER ONE LIMITED	20-00998	SQ-00220693-P100 Filters	981.00	0.00	
				<u>2,785.15</u>		
0-01-25-265-000-214	FIRE DEPT. Building Maintenance					
COUCLE	COUNTRY CLEAN, INC	20-00347	Blanket PO not to exceed	459.53	0.00	B
0-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
PMCASSOC	PMC ASSOCIATES	20-00259	Quote: 456682-NetCloud License	916.80	0.00	

Attachment: Bill List 4-22-20 (2020-141 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-25-265-000-218	FIRE DEPT. Contract.Serv.		Continued			
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-01137	#16024:PMT. 54 OF 60	<u>75.44</u>	0.00	
				992.24		
0-01-25-265-000-222	FIRE DEPT. Training					
WIRCOM	WIRELESS COMMUNICATIONS &	20-00197	Q51720-Data-0109-101-modem	1,937.00	0.00	
0-01-25-265-000-229	FIRE DEPT. Medical Sup.					
HENSCE	HENRY SCHEIN, INC.	20-00186	Blanket PO not to exceed	398.64	0.00	B
HENSCE	HENRY SCHEIN, INC.	20-00941	Blanket PO not to exceed	<u>352.62</u>	0.00	B
				751.26		
	Extd Total: FIRE DEPARTMENT			10,709.41		
Extd:	FIRE HYDRANT					
0-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	20-01089	#1018-210026567043 2/26 - 3/24	16,514.00	0.00	
	Extd Total: FIRE HYDRANT			16,514.00		
	Department Total: FIRE DEPARTMENT			27,223.41		
Department:	MUNICIPAL PROSECUTOR					
Extd:	MUNICIPAL PROSECUTOR					
0-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	20-01087	MARCH 2020 FEES	3,250.00	0.00	
GRAMAR	Grace Marmero Monmouth LLP	20-01091	INVOICE #11130 2/20/20	<u>390.00</u>	0.00	
				3,640.00		
	Extd Total: MUNICIPAL PROSECUTOR			3,640.00		
	Department Total: MUNICIPAL PROSECUTOR			3,640.00		
	CAFR Total:			42,971.85		
Department:	STREETS & ROADS MAINTENANCE					
Extd:	STREETS & ROADS MAINTENANCE					
0-01-26-290-000-201	STREETS & ROAD General Plant					
STASUP	STANDARD SUPPLY CO. INC.	20-00278	Various Supplies, Tools, etc	96.00	0.00	B
THEHAR	THE HARDWARE STORE	20-00383	Various Supplies, Tools, etc	246.73	0.00	B
CRAPRI	CRAFTMASTER PRINTING, INC.	20-00683	Full Color Business Cards	47.50	0.00	
GARSTA	GARDEN STATE HIGHWAY	20-00774	Kinco Gloves and Freight	458.37	0.00	
GRAING	GRAINGER, INC.	20-00917	Various Supplies and Tools	64.40	0.00	B
JEMIND	JEM INDUSTRIAL SERVICES, INC.	20-00959	Surface Sanitizer/Disinfectant	721.00	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	20-00974	BROOMS FOR RAVO SWEEPER	1,950.00	0.00	
JEMIND	JEM INDUSTRIAL SERVICES, INC.	20-00977	Hand Sanitizer for Employees	700.00	0.00	
PRESPE	PREVENTION SPECIALISTS, INC.	20-00992	Invoice 29438 Drug Testing	68.00	0.00	
JOHGUI	JOHN GUIRE SUPPLY	20-01049	Chain Saw Blade & Micro Chain	419.80	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-01137	#16024:PMT. 54 OF 60	<u>211.19</u>	0.00	
				4,982.99		
0-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
GPCNA091	GPC-NAPA AUTO PARTS	20-00285	Automotive Supplies and Parts	40.63	0.00	B

Attachment: Bill List 4-22-20 (2020-141 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-26-290-000-203	STREETS & ROAD	Motor Vehicle	Continued			
EDWTIR	EDWARDS TIRE CO., INC.	20-00287	Supplies, Tools and Service	672.35	0.00	B
ALLDIE	ALLIED DIESEL SERVICE, INC.	20-00291	Service, Supplies and Tools	13.90	0.00	B
SEAFOR	SEA BREEZE FORD INC.	20-00292	Automotive Supplies & Tools	86.84	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-00485	Automotive Supplies & Tools	126.46	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	20-00674	Supplies, Parts and Service	175.08	0.00	B
FOSCOM	FOSTER & COMPANY, INC.	20-00681	Automotive Supplies and Parts	101.54	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	20-00795	Various Supplies, Tools, etc.	200.32	0.00	B
WETIMM	W.E. TIMMERMAN COMPANY, INC.	20-00908	A/C Filter w/Gasket & Freight	307.40	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-00997	Automotive Supplies and Tools	1,085.65	0.00	B
WETIMM	W.E. TIMMERMAN COMPANY, INC.	20-01050	Bearing, Motor-HYD, etc	757.81	0.00	
EDWTIR	EDWARDS TIRE CO., INC.	20-01107	#181469 Goodyear Tires 4/02	572.00	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	20-01111	Acetylene/Oxygen Cylinders	83.25	0.00	
				<u>4,223.23</u>		
0-01-26-290-000-210	STREETS & ROAD	Network Fleet				
NETWOR	NETWORKFLEET, INC.	20-00994	March 2020	3,596.00	0.00	
0-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
PARSTE	PARK STEEL & IRON COMPANY	20-00425	Proposal for Labor & Material	250.00	0.00	
LORCO	LORCO PETROLEUM SERVICES	20-01070	#1530185 Used Oil Removed	175.00	0.00	
HARSTE	HARTFORD STEAM BOILER	20-01071	#1216785 Certificate Fee	275.00	0.00	
WATEAS	WATERLOGIC AMERICAS LLC	20-01097	Service Agreement 32133	36.24	0.00	
				<u>736.24</u>		
			Extd Total: STREETS & ROADS MAINTENANCE	13,538.46		
			Department Total: STREETS & ROADS MAINTENANCE	13,538.46		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
0-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM	DELISA DEMOLITION, INC.	20-00277	Construction Debris Removal	8,653.92	0.00	B
ATLCOAS	ATLANTIC COAST FIBERS, LLC	20-00282	Single Stream Inbound Material	8,421.60	0.00	B
TRECTY	TREASURER CTY OF MONMOUTH	20-00493	#54114 Reclamation Center	2,981.45	0.00	
OHAG	OHAGAN NURSERY COMPOST DIVISIO	20-00890	#AP03042020 Vacuumed Leaves	154.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	20-00958	Construction Debris Removal	4,434.70	0.00	B
DELDEM	DELISA DEMOLITION, INC.	20-00990	#180507 Construction Debris	5,016.90	0.00	
DELDEM	DELISA DEMOLITION, INC.	20-01063	#180725 Trash Tipping Fees	27,158.74	0.00	
DELDEM	DELISA DEMOLITION, INC.	20-01066	#182946 Trash Tipping Fees	29,409.15	0.00	
				<u>86,230.46</u>		
0-01-26-305-000-218	SOLID WASTE	Contract.Serv.				
DELDEM	DELISA DEMOLITION, INC.	20-00614	#179009 Trash Tipping Fees	27,026.69	0.00	
DELDEM	DELISA DEMOLITION, INC.	20-01048	#182650 APRIL 2020	36,416.67	0.00	
				<u>63,443.36</u>		
			Extd Total: SOLID WASTE COLLECTION	149,673.82		
			Department Total: SOLID WASTE COLLECTION	149,673.82		

Attachment: Bill List 4-22-20 (2020-141 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
0-01-26-310-000-201	BUILDING & GND General Plant					
THEHAR	THE HARDWARE STORE	20-00382	Various Supplies, Tools, etc	32.85	0.00	B
STASUP	STANDARD SUPPLY CO. INC.	20-00752	Hunter ICV-151G Valves 1 1/2"	560.00	0.00	
VERITIV	VERITIV OPERATING COMPANY	20-00949	Various Custodial Supplies	2,244.26	0.00	
				<u>2,837.11</u>		
0-01-26-310-000-218	BUILDING & GND Contract.Serv.					
WMRHOG	THE WM. R. HOGG COMPANY INC.	20-00935	Labor and Material to Repair	650.00	0.00	
SECWOR	SECURITY WORLD INC.	20-01052	Monitoring Service 4/1 - 6/30	228.00	0.00	
SCHELE	SCHINDLER ELEVATOR CORP.	20-01068	#8105308885 Quarterly Billing	360.78	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	20-01069	#394987996 Pest Control 3/16	165.00	0.00	
				<u>1,403.78</u>		
	Extd Total: BUILDINGS & GROUNDS			4,240.89		
	Department Total: BUILDINGS & GROUNDS			4,240.89		
	CAFR Total:			167,453.17		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
0-01-27-345-000-201	SOCIAL SERVICES General Plant					
OPTIMUM	OPTIMUM	20-01075	Optimum Senior Ctr March	8.33	0.00	
0-01-27-345-000-206	SOCIAL SERVICES Purchase of Equipment					
CDWGOV	CDW GOVERNMENT INC.	20-00952	ID Printer Quote LHCX168	2,692.80	0.00	
	Extd Total: SOCIAL SERVICES:			2,701.13		
	Department Total: SOCIAL SERVICES:			2,701.13		
	CAFR Total:			2,701.13		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
0-01-28-370-000-299	RECREATION Misc.					
LEADI005	L.E.A.D. INC.	20-00271	drug prevention kits for kids	591.90	0.00	
DAKINC	DAKTRONICS, INC.	20-01000	repair/parts for digital sign	550.00	0.00	
DAKINC	DAKTRONICS, INC.	20-01059	DIGITAL SIGN PARTS Q#727029-1	370.00	0.00	
				<u>1,511.90</u>		
	Extd Total: RECREATION SERVICES & PROGRAM			1,511.90		
	Department Total: RECREATION SERVICES & PROGRAM			1,511.90		
	CAFR Total:			1,511.90		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
0-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
JCPL	JCPL	20-01079	#100 067 211 225 2/22 - 3/24	9,676.99	0.00	
	Extd Total: LIGHT, HEAT & POWER			9,676.99		

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd: STREET&TRAFFIC LIGHTING						
0-01-31-435-436-299 STREET&TRAFFIC LIGHTING Misc.						
JCPL	JCPL	20-01079	#100 067 211 225 2/22 - 3/24	3,665.24	0.00	
JCPL	JCPL	20-01138	#200 000 01 293 MASTER ACCT	1,397.72	0.00	
				5,062.96		
Extd Total: STREET&TRAFFIC LIGHTING				5,062.96		
Department Total: LIGHTING				14,739.95		
Department: TELEPHONE						
Extd: TELEPHONE						
0-01-31-440-000-299 TELEPHONE Misc.						
MONINT	MONMOUTH INTERNET CORPORATION	20-01077	INVOICE #305831-M APRIL 2020	4,118.41	0.00	
VERIZON	VERIZON WIRELESS	20-01090	#485430396-0001 2/26 - 3/25/20	2,221.55	0.00	
				6,339.96		
Extd Total: TELEPHONE				6,339.96		
Department Total: TELEPHONE				6,339.96		
Department: GASOLINE						
Extd: GASOLINE						
0-01-31-460-000-299 GASOLINE Misc.						
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	20-00330	Unleaded RFG Fuel	4,906.37	0.00	B
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	20-00331	Ultra Low Sulfur Diesel Fuel	6,972.47	0.00	B
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	20-01053	Ultra Low Sulfur Diesel Fuel	437.91	0.00	B
				12,316.75		
Extd Total: GASOLINE				12,316.75		
Department Total: GASOLINE				12,316.75		
CAFR Total:				33,396.66		
Department: PUBLIC EMPLOYEES RETIREMENT SYSTEM(PERS)						
Extd: PUBLIC EMPLOYEES RETIREMENT SYSTEM(PERS)						
0-01-36-474-000-299 PERS (IN CAP)						
PUBEMP	PUBLIC EMPLOYEE'S RETIREMENT	20-01040	PERS Contribution	888,564.98	0.00	
Extd Total: PUBLIC EMPLOYEES RETIREMENT SYSTEM(PERS)				888,564.98		
Department Total: PUBLIC EMPLOYEES RETIREMENT SYSTEM(PERS)				888,564.98		
Department: POLICE & FIRE RETIREMENT SYSTEM(PFRS)						
Extd: POLICE & FIRE RETIREMENT SYSTEM(PFRS)						
0-01-36-475-000-299 PFRS Misc.(IN CAP)						
POLFIR	POLICE&FIREMAN'S RETIREMENT	20-01041	PFRS Contribution	3,921,739.43	0.00	
Extd Total: POLICE & FIRE RETIREMENT SYSTEM(PFRS)				3,921,739.43		
Department Total: POLICE & FIRE RETIREMENT SYSTEM(PFRS)				3,921,739.43		
CAFR Total:				4,810,304.41		

Attachment: Bill List 4-22-20 (2020-141 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
0-01-43-490-000-201	MUNIC COURT General Plant					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-01137	#16024:PMT. 54 OF 60	83.31	0.00	
0-01-43-490-000-219	MUNIC COURT Judges Fees					
MICHA015	MICHAEL G. CELLI JR	20-00829	judge 2/20/20	500.00	0.00	
MICHA015	MICHAEL G. CELLI JR	20-01061	alternate judge	1,000.00	0.00	
				<u>1,500.00</u>		
0-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	20-00828	INV #17691 SERVICE RENDERED	135.00	0.00	
BEACRA	BEATRIZ C. CRANEY	20-00965	INV #17742 SERVICES RENDERED	135.00	0.00	
				<u>270.00</u>		
	Extd Total: MUNICIPAL COURT			1,853.31		
	Department Total: MUNICIPAL COURT			1,853.31		
Department: PUBLIC DEFENDER						
Extd: PUBLIC DEFENDER						
0-01-43-495-000-021	Fees					
RONTRO	RONALD J. TROPOLI	20-01088	MARCH 2020 SERVICE RENDERED	2,500.00	0.00	
	Extd Total: PUBLIC DEFENDER			2,500.00		
	Department Total: PUBLIC DEFENDER			2,500.00		
	CAFR Total:			4,353.31		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
0-01-55-001-000-002	County Taxes Payable					
COUMON	COUNTY OF MONMOUTH	20-01065	2ND QTR-2020 COUNTY TAXES	1,214,042.15	0.00	
0-01-55-001-000-023	RAB PILOT - Due to Trustee					
USBANK	US BANK OPERATIONS CTR.	20-01122	1ST QTR RAB PILOT DUE TRUSTEE	114,462.42	0.00	
	Extd Total: TAXES PAYABLE:			1,328,504.57		
	Department Total: TAXES PAYABLE:			1,328,504.57		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			1,328,504.57		
	Fund Total: CURRENT			6,667,872.15		
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
0-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	20-00300	Various Supplies, Tools, etc	108.43	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.	20-00318	Goodyear Tires, Scrap, etc	4,156.96	0.00	
CDWGOV	CDW GOVERNMENT INC.	20-00324	QUOTE #LCTN335 EXCHANGE SERVER	802.36	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-05-55-502-000-201	BEACH UTILITY O/E: General Plant		Continued			
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	20-00563	Various Lumber, Material, etc	10,244.25	0.00	
GRAING	GRAINGER, INC.	20-00661	Hand Dryer #HD951SS	417.72	0.00	
STASUP	STANDARD SUPPLY CO. INC.	20-00710	Various Supplies, Tools, etc	519.80	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	20-00729	KUBOTA LITTER SCOOTERS	56,929.66	0.00	
CHEVAL	CHERRY VALLEY TRACTOR SALES	20-00869	Kubota RTVX1100C Tires, etc	961.93	0.00	
FERENT	FERGUSON ENTERPRISES INC.	20-00999	toilets & wax rings for beach	180.78	0.00	
VERIZON	VERIZON WIRELESS	20-01090	#485430396-0001 2/26 - 3/25/20	87.28	0.00	
				74,409.17		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			74,409.17		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			74,409.17		
0-05-55-546-000-903	BEACH UTILITY O/E: Beach Bathing Fund					
GARGIB	GARRETT GIBERSON	20-01096	2020 Beach Bathing Bank	15,000.00	0.00	
	Extd Total:			15,000.00		
	Department Total:			15,000.00		
	CAFR Total:			89,409.17		
	Fund Total: BEACH			89,409.17		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	TRANSPORT.UTILITY O/E: OTHER EXPENSES:					
Extd:	TRANSPORT.UTILITY O/E: OTHER EXPENSES:					
0-06-55-502-000-201	TRANSPORT.UTILITY O/E: General Plant					
CDWGOV	CDW GOVERNMENT INC.	20-00324	QUOTE #LCTN335 EXCHANGE SERVER	1,437.75	0.00	
TRAFF005	TRAFFIC LOGIX CORPORATION	20-00560	QUO-06131-S3G7X1 SPEED CUSHION	22,501.00	0.00	
PARKM005	PARKMOBILE USA, LLC	20-00727	#INV15819 Trans Fee Jan 2020	1,407.30	0.00	
IPSGRO	IPS GROUP, INC.	20-00822	#49789 Online Permit Feb 2020	2,782.38	0.00	
IPSGRO	IPS GROUP, INC.	20-00836	#49401 Monthly DMS Feb 2020	6,696.00	0.00	
PASPOR	PASSPORT LABS, INC.	20-01083	#INV-1010761 FEBRUARY 2020	14,743.80	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-01137	#16024:PMT. 54 OF 60	135.31	0.00	
PASPOR	PASSPORT LABS, INC.	20-01147	#INV-1011766 Tran Fee Mar 2020	7,591.50	0.00	
PARKM005	PARKMOBILE USA, LLC	20-01148	#INV16774 Trans Fee March 2020	939.90	0.00	
				58,234.94		
	Extd Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:			58,234.94		
	Department Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:			58,234.94		
	CAFR Total:			58,234.94		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			58,234.94		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
0-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
HACCEM	HACH COMPANY	20-00304	Various Supplies, Tools, etc	295.73	0.00	B
STESUP	STEVENSON SUPPLY CO.,INC.	20-00434	Various Parts & Freight	1,726.76	0.00	
THEHAR	THE HARDWARE STORE	20-00571	Supplies & Miscellaneous Items	79.11	0.00	B
ERAINC	ENVIRONMENTAL RESOURCE ASSOC.	20-00622	Various Testing Materials	321.33	0.00	
PARSTE	PARK STEEL & IRON COMPANY	20-00749	Various Steel Diamond Plate	3,200.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-07-55-502-000-201 VERIZON VERIZON WIRELESS	SEWER UTILITY O/E: General Plant Continued	20-01090	#485430396-0001 2/26 - 3/25/20	84.44 5,707.37	0.00	
0-07-55-502-000-211 JCPL JCPL	SEWER UTILITY O/E: Light & Power	20-01079	#100 067 211 225 2/22 - 3/24	21,144.84	0.00	
0-07-55-502-000-218 WATSPR WATCHUNG SPRING WATER CO.,INC. OPTIMUM OPTIMUM SECWOR SECURITY WORLD INC. ANSWER ANSERCOMM COMMUNICATIONS MUNCAP MUNICIPAL CAPITAL CORPORATION	SEWER UTILITY O/E: Contract Services	20-00995 20-01055 20-01062 20-01106 20-01137	Spring Water, Delivery, etc #07866-152521-04-4 3/15 - 4/14 Service Contract Agreement #M4541-033020 Answering Svcs #16024:PMT. 54 OF 60	33.13 99.89 600.00 170.31 75.00 978.33	0.00 0.00 0.00 0.00 0.00	
0-07-55-502-000-224 RUSREI RUSSELL REID WASTE HAULING & PASVAL PASSAIC VALLEY SEWERAGE COM.	SEWER UTILITY O/E: Sludge Removal	20-00638 20-00894	#5830151 Sludge Transportation #517411 Liquid Waste Disposal	10,817.30 7,144.32 17,961.62	0.00 0.00	
0-07-55-502-000-230 JCIJ0005 JCI JONES CHEMICALS, INC.	SEWER UTILITY O/E: Hypochlorite	20-00905	#815167 Hypochlorite Solution	3,900.00	0.00	
Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:				49,692.16		
Department Total: SEWER UTILITY O/E: OTHER EXPENSES:				49,692.16		
Department: SEWER STAT.EXP/DEBT SERV/ETC						
Extd: SEWER STAT.EXP/DEBT SERV/ETC						
0-07-55-505-000-262 THEBNK THE BANK OF NEW YORK MELLON	SEWER UTILITY: MCIA Capital Lease Int.	20-01064	2014A & B PRINCIPAL & INTEREST	12,416.25	0.00	
0-07-55-505-000-263 THEBNK THE BANK OF NEW YORK MELLON	SEWER UTILITY: MCIA Capital Lease Prin.	20-01064	2014A & B PRINCIPAL & INTEREST	453,750.00	0.00	
Extd Total: SEWER STAT.EXP/DEBT SERV/ETC				466,166.25		
Department Total: SEWER STAT.EXP/DEBT SERV/ETC				466,166.25		
CAFR Total:				515,858.41		
Fund Total: SEWER UTILITY: BUDGET:				515,858.41		
Year Total:				7,331,374.67		
Fund: CURRENT						
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
9-01-20-120-000-217 ASBPAK ASBURY PARK PRESS	MUNICIPAL CLERK Ads&Promotion	20-01129	GC10399187 CLERK I FINANCE	468.72	0.00	
Extd Total: MUNICIPAL CLERK				468.72		
Department Total: MUNICIPAL CLERK				468.72		
CAFR Total:				468.72		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Planning Department						
Extd: Planning Department						
9-01-21-179-000-201	Planning Dept. General Plant					
CLACAN CLARKE CATON HINTZ PC	20-00862 CCH January invoices PB & ZBA			6,108.48	0.00	
	Extd Total: Planning Department			6,108.48		
	Department Total: Planning Department			6,108.48		
	CAFR Total:			6,108.48		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
9-01-25-240-000-201	POLICE General Plant					
BARINC BARCODES INC.	19-03232 #10006224 Paper E Ticket			139.76	0.00	
STATOX STATE TOXICOLOGY LABORATORY	20-00967 Applicant Analysis 12/19/19			90.00	0.00	
				229.76		
	Extd Total: POLICE DEPARTMENT			229.76		
	Department Total: POLICE DEPARTMENT			229.76		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
9-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
WIRCOM WIRELESS COMMUNICATIONS &	19-03856 Quote: M22178-8368 Laptop Moun			2,031.74	0.00	
EMEEQU EMERGENCY EQUIPMENT SALES	19-04066 Quote:19-0725-eng. window part			390.70	0.00	
				2,422.44		
	Extd Total: FIRE DEPARTMENT			2,422.44		
	Department Total: FIRE DEPARTMENT			2,422.44		
	CAFR Total:			2,652.20		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
9-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
CENTJER CENTRAL JERSEY EQUIPMENT, LLC	20-00777 #1154022 STD Driveline, etc			510.59	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			510.59		
	Department Total: STREETS & ROADS MAINTENANCE			510.59		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
9-01-26-305-000-209	SOLID WASTE Fees					
TRECTY TREASURER CTY OF MONMOUTH	20-00161 #53706 Reclamation Center			1,694.02	0.00	
	Extd Total: SOLID WASTE COLLECTION			1,694.02		
	Department Total: SOLID WASTE COLLECTION			1,694.02		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
9-01-26-310-000-201	BUILDING & GND General Plant					
NEWIRON	NEWARK IRONBOUND ELECTRICAL	19-03975	80W LED Area Light=250W	1,413.12	0.00	
	Extd Total: BUILDINGS & GROUNDS			1,413.12		
	Department Total: BUILDINGS & GROUNDS			1,413.12		
	CAFR Total:			3,617.73		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
9-01-27-345-000-299	SOCIAL SERVICES Misc.					
PARWAR	PARTY WAREHOUSE	19-03603	Cups, plates items for Kwanzaa	136.60	0.00	
	Extd Total: SOCIAL SERVICES:			136.60		
	Department Total: SOCIAL SERVICES:			136.60		
	CAFR Total:			136.60		
	Fund Total: CURRENT			12,983.73		
Fund: PARKING UTILITY: BUDGET:						
Department: PARKING UTILITY O/E: OTHER EXPENSES:						
Extd: PARKING UTILITY O/E: OTHER EXPENSES:						
9-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
INTTRA	INTELLIGENT TRAFFIC SUPPLY	19-03014	Q #5874 TRAFFIC SIGNAL EQUIP	19,927.00	0.00	
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			19,927.00		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			19,927.00		
	CAFR Total:			19,927.00		
	Fund Total: PARKING UTILITY: BUDGET:			19,927.00		
Fund: SEWER UTILITY: BUDGET:						
Department: SEWER UTILITY O/E: OTHER EXPENSES:						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
9-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
GUAENV	GUARDIAN ENVIRONMENTAL PRODUCT	19-04060	Fiberglass Flights, etc	10,748.75	0.00	
9-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
SECWOR	SECURITY WORLD INC.	19-03600	WWTP Fire Alarm Repair	511.00	0.00	
9-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
RUSREI	RUSSELL REID WASTE HAULING &	20-00414	#5806483 Sludge Transportation	13,467.30	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			24,727.05		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			24,727.05		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-07-55-506-000-901	ASB.PARTNER-SEWER ASSESS.					
ASBLLC	ASBURY PARTNERS, LLC	20-00037	4TH QTR. 2019 ODOR CONTROL	25,889.41	0.00	
	Extd Total:			25,889.41		
	Department Total:			25,889.41		
	CAFR Total:			50,616.46		
	Fund Total: SEWER UTILITY: BUDGET:			50,616.46		
	Year Total:			83,527.19		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT					
C-04-55-998-162-005	2016-16/ADMIN EQUIPMENT,IMPROVEMENTS					
JOYSYS	JOY SYSTEMS INC.	20-01095	Q#040320ML1-1: Laptops	1,091.92	0.00	
	Extd Total: 2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT			1,091.92		
Extd:	2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT					
C-04-55-998-163-001	2016-17/2016 ROADWAY IMPROVEMENTS (40A)					
ARCHGR	ARCHER & GREINER, P.C.	20-01114	2019 Bond Sale Sec. 20 Costs	5,774.99	0.00	
	Extd Total: 2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT			5,774.99		
Extd:	2016-40/Var.Communications System Imp.					
C-04-55-998-168-002	2016-40/Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	20-01114	2019 Bond Sale Sec. 20 Costs	771.22	0.00	
	Extd Total: 2016-40/Var.Communications System Imp.			771.22		
Extd:	Ord. 2017-2 Various Capital Improvements					
C-04-55-998-169-007	Section 20 Soft Costs					
ARCHGR	ARCHER & GREINER, P.C.	20-01114	2019 Bond Sale Sec. 20 Costs	500.00	0.00	
	Extd Total: Ord. 2017-2 Various Capital Improvements			500.00		
Extd:	Various Road Improv. 2017-30					
C-04-55-998-170-001	Var. Road Improv. Section 20 2017-30					
TMASSO	T & M ASSOCIATES	17-03316	LAF329167 Heck St.Improv.	5,104.50	0.00	B
ARCHGR	ARCHER & GREINER, P.C.	20-01114	2019 Bond Sale Sec. 20 Costs	600.00	0.00	
				<u>5,704.50</u>		
	Extd Total: Various Road Improv. 2017-30			5,704.50		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-017	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	20-01114	2019 Bond Sale Sec. 20 Costs	1,160.00	0.00	
	Extd Total: Ord. 2018-4 Var. Capital Improvements			1,160.00		
C-04-55-998-173-01	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	20-01114	2019 Bond Sale Sec. 20 Costs	425.00	0.00	
	Extd Total:			425.00		
Extd:	2019 Ord. 2019-9 Var. Capital Improv.					
C-04-55-998-177-001	Section 20 Soft Costs					
ARCHGR	ARCHER & GREINER, P.C.	20-01114	2019 Bond Sale Sec. 20 Costs	952.37	0.00	
C-04-55-998-177-003	Police Cars - 3					
SIGSEA	SIGNS,SEALED & DELIVERED, INC.	19-02079	ESTIMATE #E370 LETTERING FOR	750.00	0.00	
C-04-55-998-177-008	Fire Truck					
WIRCOM	WIRELESS COMMUNICATIONS &	19-04097	Q51719-DATA-1223-1 CRADLEPOINT	4,080.51	0.00	
NJFIRE	NJ FIRE EQUIPMENT COMPANY	20-00565	Est:52460-Camera Charger	1,219.50	0.00	
				5,300.01		
C-04-55-998-177-009	Building Vehicle					
WINFOR	WINNER FORD	19-02529	CONSTRUCTION VEHICLE	31,832.00	0.00	
C-04-55-998-177-011	Administration IT					
SHIINT	SHI INTERNATIONAL CORP	20-00820	Q#18563471 - IT Monitors	561.80	0.00	
	Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.			39,396.18		
	Department Total:			54,823.81		
	CAFR Total:			54,823.81		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			54,823.81		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-001	Sewer Plant Impr - 40A Costs (Ord #3038)					
ARCHGR	ARCHER & GREINER, P.C.	20-01114	2019 Bond Sale Sec. 20 Costs	1,911.54	0.00	
	Extd Total: Sewer Plant Improvements - Ord. #3038			1,911.54		
	Department Total:			1,911.54		
Extd:	Ord. 2018-7 Sewer Utility Improvements					
C-08-55-528-018-001	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	20-01114	2019 Bond Sale Sec. 20 Costs	150.00	0.00	
	Extd Total: Ord. 2018-7 Sewer Utility Improvements			150.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Ord. 2018-5 Various Sewer Improv.					
C-08-55-528-019-001	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	20-01114	2019 Bond Sale Sec. 20 Costs	125.00	0.00	
	Extd Total: Ord. 2018-5 Various Sewer Improv.			125.00		
Extd:	Ord. 2018-49 Var. Sewer Utility Impr.					
C-08-55-528-020-001	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	20-01114	2019 Bond Sale Sec. 20 Costs	65.00	0.00	
	Extd Total: Ord. 2018-49 Var. Sewer Utility Impr.			65.00		
	Department Total:			340.00		
	CAFR Total:			2,251.54		
	Fund Total: SEWER CAPITAL FUND BUDGET:			2,251.54		
Fund:	PARKING CAPITAL					
Department:	Ord. 2017-28 Var.Trans.Utility Improve.					
Extd:	Ord. 2017-28 Var.Trans.Utility Improve.					
C-09-17-901-000-901	Section 21 Soft Costs					
ARCHGR	ARCHER & GREINER, P.C.	20-01114	2019 Bond Sale Sec. 20 Costs	125.00	0.00	
	Extd Total: Ord. 2017-28 Var.Trans.Utility Improve.			125.00		
	Department Total: Ord. 2017-28 Var.Trans.Utility Improve.			125.00		
	CAFR Total:			125.00		
	Fund Total: PARKING CAPITAL			125.00		
Fund:	BEACH CAPITAL FUND BUDGET:					
Extd:	Ord. 2019-42 Beach Utility Improv.					
C-10-55-101-102-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	19-03698	Reso 2019-327 Lifeguard Stat.	49,213.38	0.00	
ARCHGR	ARCHER & GREINER, P.C.	20-01114	2019 Bond Sale Sec. 20 Costs	250.00	0.00	
				49,463.38		
	Extd Total: Ord. 2019-42 Beach Utility Improv.			49,463.38		
	Department Total:			49,463.38		
	CAFR Total:			49,463.38		
	Fund Total: BEACH CAPITAL FUND BUDGET:			49,463.38		
	Year Total:			106,663.73		
Fund:	GRANT FUND BUDGET:					
G-02-43-886-018-200	2018 Mental Health Grant					
HOMDRU	HOME DRUG PHARMACY	18-03517	Medication Assistance clients	87.30	0.00	B
	Extd Total:			87.30		
	Department Total:			87.30		
	CAFR Total:			87.30		
	Fund Total: GRANT FUND BUDGET:			87.30		
	Year Total:			87.30		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH NJ DEPT.HEALTH/SNR.SERV.	20-01003 Ferbruary Dog Report 2020			432.00	0.00	
	Extd Total:			432.00		
	Department Total:			432.00		
	CAFR Total:			432.00		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			432.00		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd: 2019 CDBG Allotment						
T-17-76-850-850-001	2019 Administration					
INTIMP INITIAL IMPACT	20-01005 INVOICE #30489 HAND SANITIZER			505.98	0.00	
T-17-76-850-850-005	2019 Sidewalks					
SUFFREDI SUFFOLK REDI-MIX	20-00751 concrete for sidewalks			2,571.25	0.00	B
CLABLO CLAYTON BLOCK CO., INC.	20-01025 materials for sidewalks			60.66	0.00	B
MAZMUL MAZZA RECYCLING SERVICES, LTD	20-01092 INVOICE #244019 FEBRUARY 2020			769.32	0.00	
				<u>3,401.23</u>		
T-17-76-850-850-007	2019 Community Events					
THEWE005 THE WEBSTAIRANT STORE, INC.	20-00167 Black History Month Supplies			551.72	0.00	
THEWE005 THE WEBSTAIRANT STORE, INC.	20-00391 Pitchers for black history			59.97	0.00	
SHORIT SAKER SHOPRITE, INC.	20-00758 Easter Parade/Pageant			1,500.14	0.00	
				<u>2,111.83</u>		
	Extd Total: 2019 CDBG Allotment			6,019.04		
	Department Total:			6,019.04		
	CAFR Total:			6,019.04		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			6,019.04		
Fund: TRUST OTHER						
Extd: 5 YR EMERGENCY						
T-20-56-850-875-801	Reserve for DCA Training Fees					
NJDEPC NJ DEPT. OF COMMUNITY AFFAIRS	20-01093 1ST QT DCA FEES 2020			13,741.00	0.00	
	Extd Total: 5 YR EMERGENCY			13,741.00		
T-20-56-850-932-301	Reserve for Storm Recovery Trust Fund					
JEMIND JEM INDUSTRIAL SERVICES, INC.	20-01007 ESTIMATE #151 SANITIZER			123.98	0.00	
RAPID005 RAPID RECOVERY SERVICES, LLC	20-01021 cleaning of finance office			1,200.00	0.00	
RAPID005 RAPID RECOVERY SERVICES, LLC	20-01056 Police Car Disinfecting			3,225.60	0.00	B
				<u>4,549.58</u>		
	Extd Total:			4,549.58		
	Department Total:			18,290.58		
	CAFR Total:			18,290.58		
	Fund Total: TRUST OTHER			18,290.58		

Attachment: Bill List 4-22-20 (2020-141 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-169-000-299	1201 BRIDGE ST.(PETER GAYLORD)					
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00923	SSRS Bulk PB/Zb Invoices	83.33	0.00	
CLACAN	CLARKE CATON HINTZ PC	20-00979	CCH Invoices Mar 2020	<u>790.63</u>	0.00	
				873.96		
	Extd Total:			873.96		
	Department Total:			873.96		
T-21-00-286-000-299	4TH AVE PAVILLION(MADISON ASBURY RETAIL)					
CLACAN	CLARKE CATON HINTZ PC	20-00978	CCH PB outstand. Invoice	1,650.00	0.00	
	Extd Total:			1,650.00		
	Department Total:			1,650.00		
T-21-00-410-000-299	508 3RD AVENUE(COLLEGE ACHIEVE SCHOOLS)					
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00923	SSRS Bulk PB/Zb Invoices	333.34	0.00	
INSENG	INSITE ENGINEERING, LLC	20-00927	February invoices Insite	450.00	0.00	
JACSER	JACK A. SERPICO	20-01011	PB/ZB Invoices 2019 & 2020	<u>450.00</u>	0.00	
				1,233.34		
	Extd Total:			1,233.34		
	Department Total:			1,233.34		
T-21-00-419-000-299	1105 MAIN ST-INSPECTION FEE(DOLLAR TREE)					
INSENG	INSITE ENGINEERING, LLC	20-00927	February invoices Insite	498.60	0.00	
	Extd Total:			498.60		
	Department Total:			498.60		
T-21-00-451-000-299	1401 OCEAN AVENUE(1401 OCEAN, LLC)					
CLACAN	CLARKE CATON HINTZ PC	20-00979	CCH Invoices Mar 2020	330.21	0.00	
	Extd Total:			330.21		
	Department Total:			330.21		
T-21-00-466-000-299	215 1ST AVE(REGIONAL DEVELOPMENT GROUP)					
CLACAN	CLARKE CATON HINTZ PC	20-00862	CCH January invoices PB & ZBA	220.00	0.00	
INSENG	INSITE ENGINEERING, LLC	20-01001	PB/ZB Invoices Mar 2020	<u>2,256.36</u>	0.00	
				2,476.36		
	Extd Total:			2,476.36		
	Department Total:			2,476.36		
Department: PERS						
T-21-00-471-000-299	ASBURY PARK BEACH CLUB(ASBURY PARTNERS)					
CLACAN	CLARKE CATON HINTZ PC	20-00862	CCH January invoices PB & ZBA	1,098.06	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00923	SSRS Bulk PB/Zb Invoices	500.00	0.00	
INSENG	INSITE ENGINEERING, LLC	20-00927	February invoices Insite	1,175.00	0.00	
CLACAN	CLARKE CATON HINTZ PC	20-00979	CCH Invoices Mar 2020	<u>948.89</u>	0.00	

Attachment: Bill List 4-22-20 (2020-141 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-471-000-299 JACSER JACK A. SERPICO	ASBURY PARK BEACH CLUB(ASBURY PARTNERS) Continued	20-01011	PB/ZB Invoices 2019 & 2020	450.00 4,171.95	0.00	
	Extd Total:			4,171.95		
	Department Total: PERS			4,171.95		
T-21-00-473-000-299 INSENG INSITE ENGINEERING, LLC	1156 SPRINGWOOD-INSPECTIONS(INTERFAITH)	20-01001	PB/ZB Invoices Mar 2020	928.75	0.00	
	Extd Total:			928.75		
	Department Total:			928.75		
T-21-00-477-000-299 STSHOR ST SHORTHAND REPORTING SERVICE INSENG INSITE ENGINEERING, LLC JACSER JACK A. SERPICO	300 6TH AVENUE (300 6TH AVENUE,LLC)	20-00923 20-00927 20-01011	SSRS Bulk PB/Zb Invoices February invoices Insite PB/ZB Invoices 2019 & 2020	83.33 1,265.90 150.00 1,499.23	0.00 0.00 0.00	
	Extd Total:			1,499.23		
	Department Total:			1,499.23		
T-21-00-484-000-299 TMASSO T & M ASSOCIATES	AP TRIANGLE(ASBURY PARTNERS,LLC/istar)	20-01152	LAF386301 AP Triangle	1,232.00	0.00	
	Extd Total:			1,232.00		
	Department Total:			1,232.00		
T-21-00-487-000-299 STSHOR ST SHORTHAND REPORTING SERVICE	1307 4TH AVENUE(KATHERINE LEWIS)	20-00923	SSRS Bulk PB/Zb Invoices	250.00	0.00	
	Extd Total:			250.00		
	Department Total:			250.00		
T-21-00-489-000-299 CLACAN CLARKE CATON HINTZ PC STSHOR ST SHORTHAND REPORTING SERVICE INSENG INSITE ENGINEERING, LLC JACSER JACK A. SERPICO	507 BOND STREET(EAGON BROS. PARTNERSHIP)	20-00862 20-00923 20-00927 20-01011	CCH January invoices PB & ZBA SSRS Bulk PB/Zb Invoices February invoices Insite PB/ZB Invoices 2019 & 2020	330.00 208.33 550.00 105.00 1,193.33	0.00 0.00 0.00 0.00	
	Extd Total:			1,193.33		
	Department Total:			1,193.33		
Department: MUNIC COURT						
T-21-00-490-000-299 JACSER JACK A. SERPICO	1601 ASBURY(JERSEY SHORE COMMUNITY CTR.)	20-01011	PB/ZB Invoices 2019 & 2020	75.00	0.00	
	Extd Total:			75.00		
	Department Total: MUNIC COURT			75.00		

Attachment: Bill List 4-22-20 (2020-141 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-491-000-299	215 BORDEN/1302 MATTISON(SIG2X,LLC)					
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00923	SSRS Bulk PB/Zb Invoices	125.00	0.00	
CLACAN	CLARKE CATON HINTZ PC	20-00979	CCH Invoices Mar 2020	110.00	0.00	
				<u>235.00</u>		
	Extd Total:			235.00		
	Department Total:			235.00		
T-21-00-492-000-299	1121 ASBURY AVE(1121 ASBURY PARK RC,LLC)					
CLACAN	CLARKE CATON HINTZ PC	20-00862	CCH January invoices PB & ZBA	571.19	0.00	
	Extd Total:			571.19		
	Department Total:			571.19		
T-21-00-493-000-299	1511 PARK AVENUE(JAMES CONDOS)					
CLACAN	CLARKE CATON HINTZ PC	20-00862	CCH January invoices PB & ZBA	645.24	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	20-00923	SSRS Bulk PB/Zb Invoices	83.33	0.00	
CLACAN	CLARKE CATON HINTZ PC	20-00979	CCH Invoices Mar 2020	126.39	0.00	
				<u>854.96</u>		
	Extd Total:			854.96		
	Department Total:			854.96		
Department: PUBLIC DEFEND.						
T-21-00-495-000-299	900-901 MATTISON AVE(ASBURY MEM.PARKWAY)					
CLACAN	CLARKE CATON HINTZ PC	20-00862	CCH January invoices PB & ZBA	150.00	0.00	
	Extd Total:			150.00		
	Department Total:		PUBLIC DEFEND.	150.00		
T-21-00-499-000-299	216-2183RD/215-219 2ND(TRC)(K.HOVNANIAN)					
INSENG	INSITE ENGINEERING, LLC	20-00927	February invoices Insite	200.00	0.00	
	Extd Total:			200.00		
	Department Total:			200.00		
Department: UTILITY S&W						
T-21-00-501-000-299	1112-1114 MAIN ST(INSPECTION FEES)					
INSENG	INSITE ENGINEERING, LLC	20-00927	February invoices Insite	410.78	0.00	
	Extd Total:			410.78		
	Department Total:		UTILITY S&W	410.78		
	CAFR Total:		PLANNING & ZONING ESCROW FUND BUDGET:	18,834.66		
	Fund Total:		PLANNING & ZONING ESCROW FUND BUDGET:	18,834.66		

Attachment: Bill List 4-22-20 (2020-141 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: HOWELL/ASBURY PARK RCA BUDGET:						
T-38-56-850-850-802	HOWELL/ASBURY PARK RCA - Miscellaneous					
SCOTT005	SCOTT LENNOX & SARA MUSGAVERO	19-01897	RCA Rehab Not To Exceed	8,680.00	0.00	B
	Extd Total:			8,680.00		
	Department Total:			8,680.00		
	CAFR Total:			8,680.00		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			8,680.00		
Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW						
T-48-56-850-000-824	1112-1114 MAIN STREET (RBAR AP, LLC)					
INSENG	INSITE ENGINEERING, LLC	20-00927	February invoices Insite	566.72	0.00	
T-48-56-850-000-825	AP TRIANGLE(ASBURY PARTNERS,LLC/istar)					
MARFAL	MARAZITI FALCON, LLP	20-00882	SERVICES RENDERED THRU FEB-20	3,185.00	0.00	
T-48-56-850-000-836	1401 OCEAN(1401 OCEAN,LLC/BERKLEY HOTEL)					
MARFAL	MARAZITI FALCON, LLP	20-00882	SERVICES RENDERED THRU FEB-20	227.50	0.00	
	Extd Total:			3,979.22		
	Department Total:			3,979.22		
	CAFR Total:			3,979.22		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			3,979.22		
	Year Total:			56,235.50		
Total Charged Lines: 493 Total List Amount: 7,577,888.39 Total Void Amount:				0.00		

Attachment: Bill List 4-22-20 (2020-141 : Payment of Bills)

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT	0-01	6,667,872.15	0.00	6,667,872.15	0.00	0.00	6,667,872.15
BEACH	0-05	89,409.17	0.00	89,409.17	0.00	0.00	89,409.17
TRANSPORTATION UT	0-06	58,234.94	0.00	58,234.94	0.00	0.00	58,234.94
SEWER UTILITY: BU	0-07	515,858.41	0.00	515,858.41	0.00	0.00	515,858.41
Year Total:		7,331,374.67	0.00	7,331,374.67	0.00	0.00	7,331,374.67
CURRENT	9-01	12,983.73	0.00	12,983.73	0.00	0.00	12,983.73
PARKING UTILITY:	9-06	19,927.00	0.00	19,927.00	0.00	0.00	19,927.00
SEWER UTILITY: BU	9-07	50,616.46	0.00	50,616.46	0.00	0.00	50,616.46
Year Total:		83,527.19	0.00	83,527.19	0.00	0.00	83,527.19
GENERAL CAPITAL F	C-04	54,823.81	0.00	54,823.81	0.00	0.00	54,823.81
SEWER CAPITAL FUN	C-08	2,251.54	0.00	2,251.54	0.00	0.00	2,251.54
PARKING CAPITAL	C-09	125.00	0.00	125.00	0.00	0.00	125.00
BEACH CAPITAL FUN	C-10	49,463.38	0.00	49,463.38	0.00	0.00	49,463.38
Year Total:		106,663.73	0.00	106,663.73	0.00	0.00	106,663.73
GRANT FUND BUDGET	G-02	87.30	0.00	87.30	0.00	0.00	87.30
ANIMAL CONTROL FU	T-12	432.00	0.00	432.00	0.00	0.00	432.00
COMMUNITY DEVELOP	T-17	6,019.04	0.00	6,019.04	0.00	0.00	6,019.04
TRUST OTHER	T-20	18,290.58	0.00	18,290.58	0.00	0.00	18,290.58
PLANNING & ZONING	T-21	18,834.66	0.00	18,834.66	0.00	0.00	18,834.66
HOWELL/ASBURY PAR	T-38	8,680.00	0.00	8,680.00	0.00	0.00	8,680.00
CITY OF ASBURY PA	T-48	3,979.22	0.00	3,979.22	0.00	0.00	3,979.22
Year Total:		56,235.50	0.00	56,235.50	0.00	0.00	56,235.50
Total of All Funds:		7,577,888.39	0.00	7,577,888.39	0.00	0.00	7,577,888.39

Attachment: Bill List 4-22-20 (2020-141 : Payment of Bills)

April 22, 2020 Council Meeting:

Balance Brought Forward from Total List Amount	\$ 7,577,888.39
Atlantic Coast Fibers	9,675.60
Boys and Girls Club of Monmouth County	17,100.00
CBT Nuggets	1,198.00
Marlin Business Solutions	339.50
Kronick Resolutions	1,500.00
Optimum	156.92
Asbury Park Free Public Library	71,000.00
Garden State Laboratories	5,630.00
JCPL	18,230.31
Life Storage	2,780.00
NJ Natural Gas	21,175.66
Rapid Recovery Services	54,432.00
Verizon	2,434.64
Employee Health Benefits	472,180.05
Asbury Park BOE April	741,620.00
Belmar Plumbing	1,132.16
	\$ 8,998,473.23



RESOLUTION NO. 2020-142

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY, CONVERTING A STORM RECOVERY RESERVE FUND TO A CORONA VIRUS RESPONSE RESERVE IN ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 40A:4-62.1

WHEREAS, the Mayor and City Council of the City of Asbury Park, County of Monmouth, State of New Jersey (hereinafter referred to as “City”) believes it is appropriate and necessary to repurpose the City’s Storm Recovery Reserve Fund in accordance with the provisions of N.J.S.A. 40A:4-62.1; and

WHEREAS, this repurposing will allow the City to utilize the Storm Recovery Reserve Fund to response to the corona virus; and

WHEREAS, the City believes it is appropriate and necessary to repurpose this reserve fund in order to protect the interests of the citizens of Asbury Park;

NOW, THEREFORE, BE IT RESOLVED this xx day of April, 2020, by the Mayor and Council of the City of Asbury Park, County of Monmouth, State of New Jersey, as follows:

1. In accordance with the aforementioned statutory authority, the City hereby repurposes its Storm Recovery Reserve Fund to the Corona Virus Response Fund.
2. The City authorizes and directs the Mayor, City Clerk and City CFO to execute any and all necessary documents implemented with the intent of this Resolution.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-142 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-143

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AMENDING CONTRACT FOR PUBLIC HEALTH NURSING SERVICES FOR 2020

WHEREAS, The Visiting Nurse Association Health Group, 23 Main Street, Suite D1, Holmdel N.J. 07733 has provided community nursing services for the City's Department of Social Services since 1996; and

WHEREAS, community nursing services is required by the contract between the City of Asbury Park and the New Jersey Department of Human Services, Division of Mental Health Services; and

WHEREAS, funding for such services is provided through the grant contract between the City of Asbury Park and the State Department of Human Services, Division of Mental Health Services; and

WHEREAS, on November 26, 2019 the City of Asbury Park awarded a contract to The Visiting Nurse Association Health Group for community nursing services via Resolution 2019-369 for the year of 2020;

WHEREAS, The Visiting Nurse Association of Central Jersey has agreed to amend the current contract to increase hours and continue to provide professional community nursing services throughout the year of 2020 at an annual cost of \$72,999.96 of (\$4,583.33 for 4 months and \$6,833.33 for 8 months) Services will be 4 days a week, effective May 1st.

WHEREAS, said contract is contingent upon the approval of the State Fiscal Monitor as mandated by our Memorandum of Agreement with the State of New Jersey, Division of Local Government Finances.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the City Manager is hereby authorized to enter into a contractual agreement with the Visiting Nurse Association Health Group for the provision of professional nursing services for the calendar year 2020 at a cost not to exceed \$72,999.96.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-143 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

CERTIFIED BY ME THIS 22nd DAY OF April, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

VISITING NURSE ASSOCIATION OF CENTRAL JERSEY
AND
THE CITY OF ASBURY PARK

This letter of agreement is an amendment to the existing agreement as of the first day of January, 2020 by and between The Visiting Nurse Association of Central Jersey (VNACJ), and the City of Asbury Park, Department of Social Services, for the provision of nursing services to any resident of Asbury Park who may be considered to be psychiatrically or medically “at risk” and in need of services, particularly, the seriously and chronically mentally ill.

Responsibility of the VNACJ

1. Provide a Community Health Nurse (CHN) to the City of Asbury Park, Department of Social Services for Twenty-one hours (21) per week in January, February, March and April, then for Thirty hours (30 hours) per week for May through December of nursing services, for a total of 47 weeks.
2. The VNACJ Manager of Public Health will provide clinical supervision to the CHN.
3. The CHN will provide: a) community outreach, b) evaluation, assessment, referral and short term follow-up of individuals and families, c) appropriate referral and service linkages within the community for health intervention, d) liaison with the County Departments of Health and Human Services and the correction system, e) collaboration with police, code enforcement, fire and EMS personnel.
4. Assure accessible cultural and linguistic information and services as appropriate.
5. Meet with the City’s Director of Social Services and Social Worker to coordinate Service plans.
6. Provide data to assure required project reporting.
7. Assure that the CHN is licensed as a Registered Nurse in the State of New Jersey.

Page 2 – Letter of Agreement

8. Provide adequate liability insurance, naming The City of Asbury Park and the State of New Jersey, Department of Human Services, Division of Mental Health Services, and their employees and agents as additionally insured.
9. Maintain individual client documentation as required by the City of Asbury Park, Department of Social Services, in compliance with the contract-funding source.
10. Assist in compiling required project information in compliance with the contract funding source.
11. Participate in program audits as required.

Responsibility of the City of Asbury Park

1. Be responsible for case management, counseling and administration of the project.
2. Meet with the CHN on a regular basis to assure program coordination.
3. Assure confidentiality of patient files, in compliance with HIPAA; files are to be stored in the computerized record system of the Asbury Park Department of Social Services.
4. Submit necessary reports in compliance with the contract funding source.
5. Provide reimbursement to VNACJ in the amount of \$ 72,999.96payable in monthly increments of \$4,583.33 for 4 months and \$6833.33 for 8 months.

This agreement shall be in effect from January 1, 2020 through December 31, 2020.

City Manager

Colleen Nelson, BSN, RN
Vice President of Clinical Operations
for the Children and Family Health
Institute

Date

Date



RESOLUTION NO. 2020-144

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AMENDING RESOLUTION NO. 2020-77 REGARDING THE APPOINTMENT OF T&M ASSOCIATES AS MUNICIPAL ENGINEER FOR THE CITY

WHEREAS, on January 22, 2020, the Mayor and Council of the City of Asbury Park (the “City”) adopted Resolution No. 2020-77, which appointed T&M Associates to serve as Municipal Engineer for the City for 2020 and authorized the execution of an Agreement for Professional Engineering Services associated therewith; and

WHEREAS, the Resolution specified that Christine A. Ballard would be the specific representative of T&M Associates who would serve in the capacity as the “Municipal Engineer” for the City for 2020, and the Contract which was subsequently executed between the City and T&M Associates (the “Contract”) also referenced Ms. Ballard as serving in this capacity; and

WHEREAS, Ms. Ballard is no longer affiliated with the firm of T&M Associates; and

WHEREAS, the City wishes to maintain T&M Associates as the firm that will be handling the City’s engineering matters for the year 2020, and to amend Resolution No. 2020-77 and the Contract, in order to indicate that Francis N. Mullan, P.E., CME, of T&M Associates, shall be the specific representative of T&M who shall be serving as the “Municipal Engineer” for the City for 2020.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. That Resolution No. 2020-77 and the Contract are hereby amended in order to specify that Francis W. Mullan, P.E CME, shall be the representative of T&M Associates who shall be designated as the “Municipal Engineer” for the City for 2020.
2. That all other provisions contained in Resolution No. 2020-77 and the Contract shall remain in full force and effect.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager;

- b. Francis W. Mullan, P.E., CME, T&M Associates; and
- e. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-144 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

CERTIFIED BY ME THIS 23rd DAY OF April, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-145

**City of Asbury Park
County of Monmouth
State of New Jersey**

AUTHORIZING THE CITY OF ASBURY PARK TO ENTER INTO A LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC

WHEREAS, New Cingular Wireless PCS, LLC d/b/a AT&T Wireless (AT&T) is a provider of commercial mobile service subject to regulation by the Federal Communications Commission; and

WHEREAS, the Mayor and City Council wish to approve and authorize the execution of the Lease Agreement; and

WHEREAS, the Agreement is attached to this Resolution; and

WHEREAS, the Mayor, City Clerk and/or the City Manager are hereby authorized to sign the Agreement.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the attached lease agreement with AT&T/New Cingular Wireless PCS, LLC, is hereby approved, and the Mayor City Clerk and/or the City Manager are hereby authorized to sign said agreement on behalf of the City.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-145 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

CERTIFIED BY ME THIS 23rd DAY OF April, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

Market: NY/NJ
 Cell Site Name: Asbury Park Temporary Site
 Fixed Asset Number: 10129496

LEASE AGREEMENT (TEMPORARY SITE)

THIS LEASE AGREEMENT ("Agreement"), dated April, 22 2020, is entered into by the City of Asbury Park, having a mailing address of One Municipal Plaza, Asbury Park, New Jersey 07719 (hereinafter referred to as "Lessor") and New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, having a mailing address of 1025 Lenox Park Blvd. NE, Atlanta, GA 30319 (hereinafter referred to as "Lessee").

Whereas, Lessor is the owner of property at 1700 Kingsley Street, Block 4304, Lot 1, located in Asbury Park, County of Monmouth, State of New Jersey, (hereinafter referred to as the "Property" or the "Premises"). The Property is more fully described on Exhibit A attached hereto and made a part of this Agreement.

In consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Lease

Lessor agrees to lease to Lessee, on a non-exclusive basis, certain rooftop space (substantially as shown in Exhibit B) on Lessor's Property, which Lessee shall design and construct sufficient to erect and maintain on the Premises temporary improvements, personal property and facilities necessary to operate its communications system, including, without limitation, rooftop antennas ("Antenna"), radio transmitting and receiving antennas, microwave dishes, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antennas(s), coaxial cable, base units and other associated equipment, as such location based system may be required.

2. Use of Premises

(a) The Premises may be used by Lessee for the temporary transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, antennas, equipment shelters and/or cabinets and related activities. The intended use of the Premises by the Lessee shall, among other things, further the public purposes of the Lessor with regard to the provision of emergency management services, which shall be for the benefit of the health, safety and welfare of the public.

(b) All of Lessee's equipment or other property attached to or otherwise brought onto the Premises shall at all times remain personal property and are not considered fixtures, and at Lessee's option may be removed by Lessee at any time during the term hereof. Upon expiration or termination of this Agreement, Lessee agrees to repair any damage to the Premises caused by Lessee during the term of the Agreement, ordinary wear and tear and damage from the elements excepted. In connection therewith, Lessee shall have the right, at its sole cost and expense, to obtain electrical

Market: NY/NJ
 Cell Site Name: Asbury Park Temporary Site
 Fixed Asset Number: 10129496

and telephone service from the servicing utility company, including the right to install a separate meter and main breaker, where required. Lessee shall be responsible for the electricity and telephone service it consumes for its operations at the normal rate(s) charged by the applicable servicing utility company.

(c) Lessee shall have the right to use whatever measures it deems reasonably appropriate to install its equipment, provided that it is in compliance with all applicable laws and regulations, subject to other provisions of this Agreement. Upon written municipal approval, Lessee shall submit electrical and building permit applications. No improvements, construction, installation or alteration shall be commenced until plans for such work have been approved by the Lessor and all necessary permits have been properly obtained by Lessee. If, however, Lessee is denied a required approval, or is unable to obtain approvals thus making the Premises unsuitable and renders Lessee unable to utilize the Premises, Lessee shall have the exclusive right to terminate this Agreement within its sole discretion, and no further liabilities under this Agreement shall remain in force or effect, including but not limited to the payment of rent.

(d) Lessee shall have the right to run transmission lines from the equipment area to the antenna location and to run power from the main feed to the PCS equipment, which improvements shall be at Lessee's sole cost and expense. Further, Lessee agrees to perform all improvements in a good and workmanlike manner.

(e) Lessor agrees to provide twenty-four (24) hours, seven (7) days a week access to the Premises without charge to Lessee, Lessee's employees or any subcontractors or agents. Lessor shall have the responsibility to inform its Lessees, its designated access contact, or any other appropriate agent or representative of Lessee's requirement for access as a Lessee to the Premises. Should Lessee's access to the Premises be denied by Lessor, Lessor's Lessee(s), agent(s) or representative(s) resulting in Lessee's inability to install or maintain its PCS installation, then in that instance, Lessee shall be entitled to a rent abatement until such time as Lessor can resolve the access situation. If access cannot be resolved, Lessee shall have the right to terminate without obligation including but not limited to Lessee's obligation to pay rent. Further Lessor shall be required within fifteen (15) days from the date of termination to reimburse Lessee for any rent monies previously paid to Lessor to cover any portion of the period following notice of termination, including if applicable, any security deposit monies. Notwithstanding the above, Lessee shall utilize access during the normal business hours of Lessor. If Lessee requires access after normal business hours, Lessee shall reimburse Lessor for any costs of said access.

(f) Lessee shall coordinate with Lessor's consultant to finalize site design. Final site design shall be submitted to Lessor for approval, which shall not be unreasonably withheld. Each other provider shall be solely responsible for the cost of locating and placing its equipment onto the Tower and into ancillary support facilities, including any support building.

(g) Lessee shall allow the City of Asbury Park space on any and all equipment if it desires to test additional equipment for service. Any costs associated with this installation shall be borne by the Lessor. Any proposed equipment shall be reviewed by the Lessee and Lessor to ensure the safe

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installation, operation and removal. If Lessor has its equipment ready for installation when Lessee is placing its equipment on the rooftop, Lessee shall place Lessor's equipment on the rooftop free of charge.

(h) Lessee shall ensure that its use of the Premises for the purposes specified herein shall not interfere with the Lessor's use of the site for the public purposes of the Lessor.

3. Site Testing

Lessor acknowledges that Lessee, at its option, may perform engineering surveys, structural analysis reports, or any other testing which may be required in order for Lessee to occupy the Premises as more fully described in Paragraph 2 (a), (b) and (c) above. Any materially adverse test results obtained before Lessee has commenced construction shall entitle Lessee to terminate this Agreement on notice with immediate effect. If Lessee has commenced construction then termination shall be as under Paragraph 10(v).

4. Interference.

Lessor and Lessee shall operate their facilities in compliance with all Federal Communications Commission (FCC) regulations. Lessee shall not use the Premises in any way which interferes with the use of Lessor or lessees or licensees of the Lessor with rights in the Property prior in time to successful bidder's rights. Similarly, Lessor shall not use, nor shall Lessor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operation of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the following rights: In the event any such interference stems from the use of the property by Lessor's emergency communications equipment, and said interference does not cease within seventy-two (72) hours after receipt of written notice of interference, then Lessee shall have the right to terminate this contract. Both parties shall diligently work together to resolve said interference. Should said interference stem from any Lessee's or licensee's use of the Property, and said interference does not cease within seventy-two (72) hours of receipt of written notice, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this contract.

5. Term.

The term of this Agreement shall be for a period of approximately eight (8) months ("Term") commencing on the execution, by both parties, of this Agreement ("Commencement Date") and ending on or before January 1, 2021. Lessee has filed an application with the Zoning Board of Adjustment of the City Of Asbury Park ("Board") for approval of a permanent telecommunication site located on Sunset Ave., Asbury Park, New Jersey ("Permanent Site") This Agreement shall terminate prior to January 1, 2021 if the Permanent Site is on air prior to January 1, 2021. This

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Agreement may be extended by mutual agreement of the parties until such time as the permanent site is on air.

6. Rent.

(a) Lessee agrees to begin to pay monthly rent to Lessor, when Lessee receives a building permit, in the sum of FIVE THOUSAND ONE HUNDRED DOLLARS (\$5,100.00) per month ("Rent"). Should the Commencement Date occur on a day other than the first day of the month during the Term, Rent shall be prorated. Rent payments shall be payable to Lessor at:

Chief Financial Officer
 One Municipal Plaza
 Asbury Park
 New Jersey 07712

In addition to rent, Lessee shall reimburse Lessor for legal fees in review of this matter, said reimbursement not to exceed One Thousand Dollars.

7. Taxes.

Lessee shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Lessee's Antenna Facilities, only for so long as the Lease remains in effect. If Lessor receives notice of any personal property or real property tax assessment against Lessor, which may affect Lessee and is directly attributable to Lessee's installation, Lessor shall provide timely notice of the assessment to Lessee sufficient to allow Lessee to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee. Further, Lessor shall provide to Lessee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section.

8. Insurance.

(a) During the term of Lease, Lessee shall carry, at its sole cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost. Lessee may self-insure this coverage; (ii) commercial general liability insurance with limits of liability of \$4,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence and in the aggregate; and (iii) Workers' Compensation Insurance as required by law or City Code, whichever is higher. Lessee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Lessee may maintain. Such insurance requirements may be satisfied by Lessee through a combination of primary and umbrella policies including the Lessor as additional insured.

(b) Certificates of insurance for each insurance policy required to be obtained by Lessee in compliance with this Section, shall be filed and maintained with Lessor within thirty (30) days of

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the Commencement Date. Lessee shall immediately advise Lessor of any claim or litigation that may result in liability to Lessor.

(c) All policies, except for worker's compensation policies, shall include Lessor and all associated, affiliated, allied and subsidiary entities of Lessor, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents, as their respective interests may appear as additional insureds. Lessor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Lessee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Lessor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Lessor, its employees, agents or independent contractors; and, (iii) not exceed Lessee's indemnification obligation under this Agreement, if any.

(d) In the event that the Insurer decides not to renew such insurance policy or to cancel, Lessee shall notify Lessor immediately upon becoming aware of Insurer's decision to cancel or non renew such coverage. Lessee shall immediately procure and provide replacement coverage which complies in all respects with the requirements of this Section, or else Lessor may terminate this Agreement without any further obligation(s).

(e) Notwithstanding the forgoing, Lessee may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement. In the event Lessee elects to self-insure its obligation under this Agreement to include Lessor as an additional insured, the following conditions apply: (i) Lessor shall promptly and no later than thirty (30) days after notice thereof provide Lessee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Lessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Lessor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Lessee; and (iii) Lessor shall fully cooperate with Lessee in the defense of the claim, demand, lawsuit, or the like.

(f) The City reserves the right to require additional insurance upon review of its Risk Manager and/or New Jersey Intergovernmental Insurance Fund (NJIFF). Both parties shall diligently work together to resolve any issuance issues.

(g) The Lessee shall provide a Hold Harmless Agreement provided by the City and agreed upon by the Lessee and City representatives.

(h) The Lessee shall name the City of Asbury Park an additional insured to an amount reasonably acceptable by the City's Risk Manager and NJIFF.

9. Right to Lease and Warranty of Title.

Lessor warrants that: (i) Lessor has the sufficient right, title and interest in the Premises to enter into this Agreement; (ii) Lessor has not entered into any agreement with any third party, other than the State of New Jersey, which would or could preclude or limit Lessor's performance of its

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obligations under this Agreement; (iii) Lessor owns the property in fee simple and has the right to grant access and use of the Premises; (iv) Lessor shall provide to Lessee quiet and peaceful enjoyment of the Premises.

10. Termination.

(a) Lessee may terminate this Agreement on written notice to Lessor which shall become effective fifteen (15) days after the date notice is received for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Lessee's ability to operate; (ii) FCC ruling or regulation which is beyond the control of Lessee and further which renders the Premises unsuitable; (iii) technical reasons, including but not limited to signal interference; (iv) subsequent changes in system design which prohibits Lessee's operation; or (v) if Lessee is unable to obtain any required license, permit or approval which may be required for the construction and operation of Lessee's Installation.

(b) Either party may terminate this Agreement on thirty (30) days' prior written notice, if the other party remains in default under Paragraph 11 of this Agreement after the applicable cure periods.

11. Default and Right to Cure.

Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate the Lease on written notice pursuant to the terms of the Lease, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of the Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

12. Notices.

All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other party to the address of Lessee and Lessor as set forth below:

Lessor:
 City Manager
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, New Jersey 07712

Lessee:
 New Cingular Wireless PCS, LLC
 Attn : Network Real Estate Administration
 Cell Site Name: Asbury Park Temporary Site
 Fixed Asset Number : 10129496
 1025 Lenox Park Blvd. N.E.
 Atlanta, GA 30319

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With a copy to:
 City Clerk
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, New Jersey 07712

With copies to:
 New Cingular Wireless PCS, LLC
 Attn.: AT&T Legal Department
 Cell Site Name: Asbury Park Temporary Site
 Fixed Asset Number: 10129496
 208 S. Akard Street
 Dallas, Texas 75202-4206

Lessee and Lessor may designate a change of notice address by giving written notice to the other party.

13. Indemnification.

Lessee hereby releases Lessor, its successors and/or assigns from liability and waives all right of recovery against Lessor for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder, unless such loss or damage is as a result of Lessor's, its employees or agents use of the property. To the extent loss or damage is not covered by their first party property insurance policies, Lessee agrees to indemnify and hold harmless Lessor to the fullest extent of the law from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions in the operations or activities on the Property by the Lessee or its employees, agents, contractors, licensees, Lessees and/or sublessees, or (b) a breach of any obligation of the Lessee under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to anyone claiming through the Lessee. The Lessee's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify the Lessor and (ii) the Lessor's granting Lessee the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Lessee shall not be responsible to Lessor, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

Any damage to the roof system as a result of the activities undertaken pursuant to this Lease Agreement (including but not limited to construction and maintenance relating to the antennas) shall be the sole responsibility and liability of the Lessee, its agents, subsidiaries or assigns, including any subcontractors performing any work associated with this Lease Agreement. If any penetration of the roof is required, Lessee shall use the roofing company used by the Lessor. Furthermore, any action taken on, damage to, or equipment placed upon, the roof system by Lessee that may affect the roof manufacturer's warranty shall be the sole responsibility of the Lessee, its agents, subsidiaries or assigns to repair or replace to the satisfaction of the Lessor, and may, at the sole discretion of the Lessor, include total replacement of the roof membrane. Should the roof manufacturer's warranty be voided for any reason by any action taken by Lessee, its agents, subsidiaries or assigns, including any subcontractors, as a result of anything related to this Lease

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Agreement, then the Lessee, its agents, subsidiaries or assigns agrees to assume warranty responsibilities up to and including full replacement of the roof system at no cost to the Lessor.

14. Amendment.

No amendment or modification to any provision of this Agreement shall be valid unless made in writing and agreed to and signed by the appropriate parties who have attested and executed this Agreement.

15. Assignment and Subleasing.

Lessee shall not assign or transfer the Lease or sublet all or any portion of the site without the prior written consent of Lessor, provided, however that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty percent (50%) or more of its stock or assets. Upon such assignment and acceptance of the terms and conditions of this Lease by the Assignee, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the Assignee for performance under this Lease and all obligations hereunder.

Additionally, Lessee may, upon notice to Lessor, grant a security interest in this Lease and the Antenna Facilities, and may collaterally assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively, "Lenders"), provided such Lenders agree to be bound by the terms and provisions of this Lease. In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Lenders. Lessor agrees to notify Lessee and Lessee's Lenders simultaneously of any default by Lessee and to give Lenders the same right to cure any default by Lessee, or to remove any property of Lessee's or Lenders located on the Property, except that the cure period for any Lenders shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 12 of this Lease. All such notices to Lenders shall be sent to Lenders at the address specified by Lessee and/or Lender(s). Failure by Lessor to give Lenders such notice shall not diminish Lessor's rights against Lessee, but shall preserve all rights of Lenders to cure any default and to remove any property of Lessee or Lenders located on the Premises as provided in Section 17 of this Lease.

16. Successors and Assigns.

This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Lessor's Lien.

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Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's and/or Mortgagee's sole discretion and without Lessor's consent.

18. Environmental Laws.

Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessor and Lessee shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused by Lessee, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Lessor agrees to defend, indemnify and hold Lessee harmless from Claims resulting from Actions on the Property not caused by Lessor or Lessee prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 18 shall survive the termination or expiration of this Lease.

The City conducted a review of the NJDPE Data Miner on July 9, 2019 and there were no enforcement actions located at the site.

19. Quiet Enjoyment, Title and Authority.

Lessor covenants and warrants to Lessee that (i) Lessor has full right, power and authority to execute the Lease, subject to regulation by the State of New Jersey as stated in paragraph 10 ; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Lessee and which will not interfere with Lessee's rights to or use of the Premises; and (iii) execution and performance of the Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor. Lessor covenants that at all times during the term of the Lease, Lessee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Lessee is not in default beyond any applicable grace or cure period.

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20. Maintenance.

The Lessee at its own expense shall maintain the equipment on or attached to the Leased Premises in a safe condition, good repair and in a manner reasonably acceptable to the Lessor.

21. Repairs.

Lessee shall be required to make any and all repairs and/or replacements to the site which are necessitated by (1) Lessee's installation, operation and/or removal of Lessee's equipment except for wear and tear and damage from the elements; or (2) the default or neglect of Lessee, its agents, servants and employees. All such repairs and/or replacements are to be performed within thirty (30) days at Lessee's expense and to the Lessor's reasonable satisfaction. If the site or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Lessee's equipment, through no fault or negligence of Lessee, Lessee may elect to terminate this agreement upon thirty (30) days written notice to the Lessor. In such an event, the Lessee shall promptly remove Lessee's equipment from the Leased Premises. The Lessor shall have no obligation to repair any damage to any portion of the site except the damage caused by the Lessor.

22. Utilities.

If utilities have to be extended to the site, the Lessee shall pay for the running of all utility lines and installation of all utility equipment to be utilized by the Lessee and shall pay for the electricity and any of the utilities it consumes in its operation. All utilities used by the Lessee and other Lessees must be separately metered and/or capable of being qualified at Lessee's expense. The Lessor will cooperate in the Lessee's efforts to obtain utilities from any location provided by the Lessor or the servicing utility company, including the granting of easements. Lessee will ensure that no provision of utilities shall interfere with Lessor's use of the site as it is presently being used.

23. Lease Provisions.

This Agreement shall be governed by the laws of the State of New Jersey. All Riders and Exhibits attached hereto are made a material part of this Agreement. In the event that there is a conflict between the terms of this Lease and any of the other documents, the terms of this lease shall control.

If any provision of this Agreement is deemed invalid or non-enforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.

24. No Waiver.

The failure of either party to insist, in any one or more instances, upon the strict performance of any of the terms, conditions or covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of such term, condition or covenant. A receipt by Lessor or Lessee

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of any money with knowledge of the breach of any term, condition or covenant of this Agreement shall not be deemed a waiver of such breach, and no waiver, change, modification or discharge by either party hereto of any provision in this Contract shall be deemed to have been made or shall be effective unless expressed in writing and signed by both Lessor and Lessee. This shall be applied to all parties to this agreement, and their successors and/or assigns.

25. Lessor's Approval.

Whenever Lessee is required to obtain Lessor's prior approval, such approval shall not be unreasonably withheld, denied, conditioned or delayed.

26. Execution / No Option.

The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution or computer generated, acknowledgement and delivery hereof by Lessor and Lessee. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

[SIGNATURES FOLLOW ON NEXT PAGE]

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In Witness Whereof, the parties have executed this Agreement as of the date first above written.

LESSOR

LESSEE

CITY OF ASBURY PARK

NEW CINGULAR WIRELESS PCS, LLC
 a Delaware limited liability company

By: _____

By: AT&T Mobility Corporation
 Its: Manager _____

Name: John Moor

Name: Robert A. Manzo

Title: Mayor

Title: Director – Construction and Engineering

Date: _____

Date: 4/22/2020

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EXHIBIT A

DESCRIPTION OF PROPERTY

to the Agreement dated _____, 2020, by and between CITY OF ASBURY PARK, as Lessor, and NEW CINGULAR WIRELESS PCS, LLC as Lessee.

The Property is described and/or depicted as follows:

Site Address:

1700 Kingsley Street
Asbury Park, New Jersey 07712

Block 4304, Lot 1

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Attachment: Asbury Park LEASE -2020 Final Temporary Rooftop Site ATT - Manzo Executed (2020-145 : Entering into an MOU with AT&T-New

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EXHIBIT B

SEE ATTACHED

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LEASE AGREEMENT (TEMPORARY SITE)

THIS LEASE AGREEMENT ("Agreement"), dated April, 22 2020, is entered into by the City of Asbury Park, having a mailing address of One Municipal Plaza, Asbury Park, New Jersey 07719 (hereinafter referred to as "Lessor") and New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, having a mailing address of 1025 Lenox Park Blvd. NE, Atlanta, GA 30319 (hereinafter referred to as "Lessee").

Whereas, Lessor is the owner of property at 1700 Kingsley Street, Block 4304, Lot 1, located in Asbury Park, County of Monmouth, State of New Jersey, (hereinafter referred to as the "Property" or the "Premises"). The Property is more fully described on Exhibit A attached hereto and made a part of this Agreement.

In consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Lease

Lessor agrees to lease to Lessee, on a non-exclusive basis, certain rooftop space (substantially as shown in Exhibit B) on Lessor's Property, which Lessee shall design and construct sufficient to erect and maintain on the Premises temporary improvements, personal property and facilities necessary to operate its communications system, including, without limitation, rooftop antennas ("Antenna"), radio transmitting and receiving antennas, microwave dishes, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antennas(s), coaxial cable, base units and other associated equipment, as such location based system may be required.

2. Use of Premises

(a) The Premises may be used by Lessee for the temporary transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, antennas, equipment shelters and/or cabinets and related activities. The intended use of the Premises by the Lessee shall, among other things, further the public purposes of the Lessor with regard to the provision of emergency management services, which shall be for the benefit of the health, safety and welfare of the public.

(b) All of Lessee's equipment or other property attached to or otherwise brought onto the Premises shall at all times remain personal property and are not considered fixtures, and at Lessee's option may be removed by Lessee at any time during the term hereof. Upon expiration or termination of this Agreement, Lessee agrees to repair any damage to the Premises caused by Lessee during the term of the Agreement, ordinary wear and tear and damage from the elements excepted. In connection therewith, Lessee shall have the right, at its sole cost and expense, to obtain electrical

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and telephone service from the servicing utility company, including the right to install a separate meter and main breaker, where required. Lessee shall be responsible for the electricity and telephone service it consumes for its operations at the normal rate(s) charged by the applicable servicing utility company.

(c) Lessee shall have the right to use whatever measures it deems reasonably appropriate to install its equipment, provided that it is in compliance with all applicable laws and regulations, subject to other provisions of this Agreement. Upon written municipal approval, Lessee shall submit electrical and building permit applications. No improvements, construction, installation or alteration shall be commenced until plans for such work have been approved by the Lessor and all necessary permits have been properly obtained by Lessee. If, however, Lessee is denied a required approval, or is unable to obtain approvals thus making the Premises unsuitable and renders Lessee unable to utilize the Premises, Lessee shall have the exclusive right to terminate this Agreement within its sole discretion, and no further liabilities under this Agreement shall remain in force or effect, including but not limited to the payment of rent.

(d) Lessee shall have the right to run transmission lines from the equipment area to the antenna location and to run power from the main feed to the PCS equipment, which improvements shall be at Lessee's sole cost and expense. Further, Lessee agrees to perform all improvements in a good and workmanlike manner.

(e) Lessor agrees to provide twenty-four (24) hours, seven (7) days a week access to the Premises without charge to Lessee, Lessee's employees or any subcontractors or agents. Lessor shall have the responsibility to inform its Lessees, its designated access contact, or any other appropriate agent or representative of Lessee's requirement for access as a Lessee to the Premises. Should Lessee's access to the Premises be denied by Lessor, Lessor's Lessee(s), agent(s) or representative(s) resulting in Lessee's inability to install or maintain its PCS installation, then in that instance, Lessee shall be entitled to a rent abatement until such time as Lessor can resolve the access situation. If access cannot be resolved, Lessee shall have the right to terminate without obligation including but not limited to Lessee's obligation to pay rent. Further Lessor shall be required within fifteen (15) days from the date of termination to reimburse Lessee for any rent monies previously paid to Lessor to cover any portion of the period following notice of termination, including if applicable, any security deposit monies. Notwithstanding the above, Lessee shall utilize access during the normal business hours of Lessor. If Lessee requires access after normal business hours, Lessee shall reimburse Lessor for any costs of said access.

(f) Lessee shall coordinate with Lessor's consultant to finalize site design. Final site design shall be submitted to Lessor for approval, which shall not be unreasonably withheld. Each other provider shall be solely responsible for the cost of locating and placing its equipment onto the Tower and into ancillary support facilities, including any support building.

(g) Lessee shall allow the City of Asbury Park space on any and all equipment if it desires to test additional equipment for service. Any costs associated with this installation shall be borne by the Lessor. Any proposed equipment shall be reviewed by the Lessee and Lessor to ensure the safe

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installation, operation and removal. If Lessor has its equipment ready for installation when Lessee is placing its equipment on the rooftop, Lessee shall place Lessor's equipment on the rooftop free of charge.

(h) Lessee shall ensure that its use of the Premises for the purposes specified herein shall not interfere with the Lessor's use of the site for the public purposes of the Lessor.

3. Site Testing

Lessor acknowledges that Lessee, at its option, may perform engineering surveys, structural analysis reports, or any other testing which may be required in order for Lessee to occupy the Premises as more fully described in Paragraph 2 (a), (b) and (c) above. Any materially adverse test results obtained before Lessee has commenced construction shall entitle Lessee to terminate this Agreement on notice with immediate effect. If Lessee has commenced construction then termination shall be as under Paragraph 10(v).

4. Interference.

Lessor and Lessee shall operate their facilities in compliance with all Federal Communications Commission (FCC) regulations. Lessee shall not use the Premises in any way which interferes with the use of Lessor or lessees or licensees of the Lessor with rights in the Property prior in time to successful bidder's rights. Similarly, Lessor shall not use, nor shall Lessor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operation of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the following rights: In the event any such interference stems from the use of the property by Lessor's emergency communications equipment, and said interference does not cease within seventy-two (72) hours after receipt of written notice of interference, then Lessee shall have the right to terminate this contract. Both parties shall diligently work together to resolve said interference. Should said interference stem from any Lessee's or licensee's use of the Property, and said interference does not cease within seventy-two (72) hours of receipt of written notice, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this contract.

5. Term.

The term of this Agreement shall be for a period of approximately eight (8) months ("Term") commencing on the execution, by both parties, of this Agreement ("Commencement Date") and ending on or before January 1, 2021. Lessee has filed an application with the Zoning Board of Adjustment of the City Of Asbury Park ("Board") for approval of a permanent telecommunication site located on Sunset Ave., Asbury Park, New Jersey ("Permanent Site") This Agreement shall terminate prior to January 1, 2021 if the Permanent Site is on air prior to January 1, 2021. This

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Agreement may be extended by mutual agreement of the parties until such time as the permanent site is on air.

6. Rent.

(a) Lessee agrees to begin to pay monthly rent to Lessor, when Lessee receives a building permit, in the sum of FIVE THOUSAND ONE HUNDRED DOLLARS (\$5,100.00) per month ("Rent"). Should the Commencement Date occur on a day other than the first day of the month during the Term, Rent shall be prorated. Rent payments shall be payable to Lessor at:

Chief Financial Officer
 One Municipal Plaza
 Asbury Park
 New Jersey 07712

In addition to rent, Lessee shall reimburse Lessor for legal fees in review of this matter, said reimbursement not to exceed One Thousand Dollars.

7. Taxes.

Lessee shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Lessee's Antenna Facilities, only for so long as the Lease remains in effect. If Lessor receives notice of any personal property or real property tax assessment against Lessor, which may affect Lessee and is directly attributable to Lessee's installation, Lessor shall provide timely notice of the assessment to Lessee sufficient to allow Lessee to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee. Further, Lessor shall provide to Lessee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section.

8. Insurance.

(a) During the term of Lease, Lessee shall carry, at its sole cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost. Lessee may self-insure this coverage; (ii) commercial general liability insurance with limits of liability of \$4,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence and in the aggregate; and (iii) Workers' Compensation Insurance as required by law or City Code, whichever is higher. Lessee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Lessee may maintain. Such insurance requirements may be satisfied by Lessee through a combination of primary and umbrella policies including the Lessor as additional insured.

(b) Certificates of insurance for each insurance policy required to be obtained by Lessee in compliance with this Section, shall be filed and maintained with Lessor within thirty (30) days of

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the Commencement Date. Lessee shall immediately advise Lessor of any claim or litigation that may result in liability to Lessor.

(c) All policies, except for worker's compensation policies, shall include Lessor and all associated, affiliated, allied and subsidiary entities of Lessor, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents, as their respective interests may appear as additional insureds. Lessor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Lessee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Lessor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Lessor, its employees, agents or independent contractors; and, (iii) not exceed Lessee's indemnification obligation under this Agreement, if any.

(d) In the event that the Insurer decides not to renew such insurance policy or to cancel, Lessee shall notify Lessor immediately upon becoming aware of Insurer's decision to cancel or non renew such coverage. Lessee shall immediately procure and provide replacement coverage which complies in all respects with the requirements of this Section, or else Lessor may terminate this Agreement without any further obligation(s).

(e) Notwithstanding the forgoing, Lessee may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement. In the event Lessee elects to self-insure its obligation under this Agreement to include Lessor as an additional insured, the following conditions apply: (i) Lessor shall promptly and no later than thirty (30) days after notice thereof provide Lessee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Lessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Lessor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Lessee; and (iii) Lessor shall fully cooperate with Lessee in the defense of the claim, demand, lawsuit, or the like.

(f) The City reserves the right to require additional insurance upon review of its Risk Manager and/or New Jersey Intergovernmental Insurance Fund (NJIFF). Both parties shall diligently work together to resolve any issuance issues.

(g) The Lessee shall provide a Hold Harmless Agreement provided by the City and agreed upon by the Lessee and City representatives.

(h) The Lessee shall name the City of Asbury Park an additional insured to an amount reasonably acceptable by the City's Risk Manager and NJIFF.

9. Right to Lease and Warranty of Title.

Lessor warrants that: (i) Lessor has the sufficient right, title and interest in the Premises to enter into this Agreement; (ii) Lessor has not entered into any agreement with any third party, other than the State of New Jersey, which would or could preclude or limit Lessor's performance of its

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obligations under this Agreement; (iii) Lessor owns the property in fee simple and has the right to grant access and use of the Premises; (iv) Lessor shall provide to Lessee quiet and peaceful enjoyment of the Premises.

10. Termination.

(a) Lessee may terminate this Agreement on written notice to Lessor which shall become effective fifteen (15) days after the date notice is received for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Lessee's ability to operate; (ii) FCC ruling or regulation which is beyond the control of Lessee and further which renders the Premises unsuitable; (iii) technical reasons, including but not limited to signal interference; (iv) subsequent changes in system design which prohibits Lessee's operation; or (v) if Lessee is unable to obtain any required license, permit or approval which may be required for the construction and operation of Lessee's Installation.

(b) Either party may terminate this Agreement on thirty (30) days' prior written notice, if the other party remains in default under Paragraph 11 of this Agreement after the applicable cure periods.

11. Default and Right to Cure.

Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate the Lease on written notice pursuant to the terms of the Lease, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of the Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

12. Notices.

All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other party to the address of Lessee and Lessor as set forth below:

Lessor:
 City Manager
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, New Jersey 07712

Lessee:
 New Cingular Wireless PCS, LLC
 Attn : Network Real Estate Administration
 Cell Site Name: Asbury Park Temporary Site
 Fixed Asset Number : 10129496
 1025 Lenox Park Blvd. N.E.
 Atlanta, GA 30319

Market: NY/NJ
 Cell Site Name: Asbury Park Temporary Site
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With a copy to:
 City Clerk
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, New Jersey 07712

With copies to:
 New Cingular Wireless PCS, LLC
 Attn.: AT&T Legal Department
 Cell Site Name: Asbury Park Temporary Site
 Fixed Asset Number: 10129496
 208 S. Akard Street
 Dallas, Texas 75202-4206

Lessee and Lessor may designate a change of notice address by giving written notice to the other party.

13. Indemnification.

Lessee hereby releases Lessor, its successors and/or assigns from liability and waives all right of recovery against Lessor for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder, unless such loss or damage is as a result of Lessor's, its employees or agents use of the property. To the extent loss or damage is not covered by their first party property insurance policies, Lessee agrees to indemnify and hold harmless Lessor to the fullest extent of the law from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions in the operations or activities on the Property by the Lessee or its employees, agents, contractors, licensees, Lessees and/or sublessees, or (b) a breach of any obligation of the Lessee under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to anyone claiming through the Lessee. The Lessee's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify the Lessor and (ii) the Lessor's granting Lessee the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Lessee shall not be responsible to Lessor, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

Any damage to the roof system as a result of the activities undertaken pursuant to this Lease Agreement (including but not limited to construction and maintenance relating to the antennas) shall be the sole responsibility and liability of the Lessee, its agents, subsidiaries or assigns, including any subcontractors performing any work associated with this Lease Agreement. If any penetration of the roof is required, Lessee shall use the roofing company used by the Lessor. Furthermore, any action taken on, damage to, or equipment placed upon, the roof system by Lessee that may affect the roof manufacturer's warranty shall be the sole responsibility of the Lessee, its agents, subsidiaries or assigns to repair or replace to the satisfaction of the Lessor, and may, at the sole discretion of the Lessor, include total replacement of the roof membrane. Should the roof manufacturer's warranty be voided for any reason by any action taken by Lessee, its agents, subsidiaries or assigns, including any subcontractors, as a result of anything related to this Lease

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Market: NY/NJ
 Cell Site Name: Asbury Park Temporary Site
 Fixed Asset Number: 10129496

Agreement, then the Lessee, its agents, subsidiaries or assigns agrees to assume warranty responsibilities up to and including full replacement of the roof system at no cost to the Lessor.

14. Amendment.

No amendment or modification to any provision of this Agreement shall be valid unless made in writing and agreed to and signed by the appropriate parties who have attested and executed this Agreement.

15. Assignment and Subleasing.

Lessee shall not assign or transfer the Lease or sublet all or any portion of the site without the prior written consent of Lessor, provided, however that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty percent (50%) or more of its stock or assets. Upon such assignment and acceptance of the terms and conditions of this Lease by the Assignee, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the Assignee for performance under this Lease and all obligations hereunder.

Additionally, Lessee may, upon notice to Lessor, grant a security interest in this Lease and the Antenna Facilities, and may collaterally assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively, "Lenders"), provided such Lenders agree to be bound by the terms and provisions of this Lease. In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Lenders. Lessor agrees to notify Lessee and Lessee's Lenders simultaneously of any default by Lessee and to give Lenders the same right to cure any default by Lessee, or to remove any property of Lessee's or Lenders located on the Property, except that the cure period for any Lenders shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 12 of this Lease. All such notices to Lenders shall be sent to Lenders at the address specified by Lessee and/or Lender(s). Failure by Lessor to give Lenders such notice shall not diminish Lessor's rights against Lessee, but shall preserve all rights of Lenders to cure any default and to remove any property of Lessee or Lenders located on the Premises as provided in Section 17 of this Lease.

16. Successors and Assigns.

This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Lessor's Lien.

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Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's and/or Mortgagee's sole discretion and without Lessor's consent.

18. Environmental Laws.

Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessor and Lessee shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused by Lessee, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Lessor agrees to defend, indemnify and hold Lessee harmless from Claims resulting from Actions on the Property not caused by Lessor or Lessee prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 18 shall survive the termination or expiration of this Lease.

The City conducted a review of the NJDPE Data Miner on July 9, 2019 and there were no enforcement actions located at the site.

19. Quiet Enjoyment, Title and Authority.

Lessor covenants and warrants to Lessee that (i) Lessor has full right, power and authority to execute the Lease, subject to regulation by the State of New Jersey as stated in paragraph 10 ; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Lessee and which will not interfere with Lessee's rights to or use of the Premises; and (iii) execution and performance of the Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor. Lessor covenants that at all times during the term of the Lease, Lessee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Lessee is not in default beyond any applicable grace or cure period.

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20. Maintenance.

The Lessee at its own expense shall maintain the equipment on or attached to the Leased Premises in a safe condition, good repair and in a manner reasonably acceptable to the Lessor.

21. Repairs.

Lessee shall be required to make any and all repairs and/or replacements to the site which are necessitated by (1) Lessee's installation, operation and/or removal of Lessee's equipment except for wear and tear and damage from the elements; or (2) the default or neglect of Lessee, its agents, servants and employees. All such repairs and/or replacements are to be performed within thirty (30) days at Lessee's expense and to the Lessor's reasonable satisfaction. If the site or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Lessee's equipment, through no fault or negligence of Lessee, Lessee may elect to terminate this agreement upon thirty (30) days written notice to the Lessor. In such an event, the Lessee shall promptly remove Lessee's equipment from the Leased Premises. The Lessor shall have no obligation to repair any damage to any portion of the site except the damage caused by the Lessor.

22. Utilities.

If utilities have to be extended to the site, the Lessee shall pay for the running of all utility lines and installation of all utility equipment to be utilized by the Lessee and shall pay for the electricity and any of the utilities it consumes in its operation. All utilities used by the Lessee and other Lessees must be separately metered and/or capable of being qualified at Lessee's expense. The Lessor will cooperate in the Lessee's efforts to obtain utilities from any location provided by the Lessor or the servicing utility company, including the granting of easements. Lessee will ensure that no provision of utilities shall interfere with Lessor's use of the site as it is presently being used.

23. Lease Provisions.

This Agreement shall be governed by the laws of the State of New Jersey. All Riders and Exhibits attached hereto are made a material part of this Agreement. In the event that there is a conflict between the terms of this Lease and any of the other documents, the terms of this lease shall control.

If any provision of this Agreement is deemed invalid or non-enforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.

24. No Waiver.

The failure of either party to insist, in any one or more instances, upon the strict performance of any of the terms, conditions or covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of such term, condition or covenant. A receipt by Lessor or Lessee

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of any money with knowledge of the breach of any term, condition or covenant of this Agreement shall not be deemed a waiver of such breach, and no waiver, change, modification or discharge by either party hereto of any provision in this Contract shall be deemed to have been made or shall be effective unless expressed in writing and signed by both Lessor and Lessee. This shall be applied to all parties to this agreement, and their successors and/or assigns.

25. Lessor's Approval.

Whenever Lessee is required to obtain Lessor's prior approval, such approval shall not be unreasonably withheld, denied, conditioned or delayed.

26. Execution / No Option.

The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution or computer generated, acknowledgement and delivery hereof by Lessor and Lessee. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

[SIGNATURES FOLLOW ON NEXT PAGE]

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Market: NY/NJ
 Cell Site Name: Asbury Park Temporary Site
 Fixed Asset Number: 10129496

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

LESSOR

CITY OF ASBURY PARK

By: _____

Name: John Moor

Title: Mayor

Date: _____

LESSEE

NEW CINGULAR WIRELESS PCS, LLC
 a Delaware limited liability company

By: AT&T Mobility Corporation
 Its: Manager

Name: Robert A. Manzo



Title: Director – Construction and Engineering

Date: 4/22/2020

Market: NY/NJ
Cell Site Name: Asbury Park Temporary Site
Fixed Asset Number: 10129496

EXHIBIT A

DESCRIPTION OF PROPERTY

to the Agreement dated _____, 2020, by and between CITY OF ASBURY PARK, as Lessor, and NEW CINGULAR WIRELESS PCS, LLC as Lessee.

The Property is described and/or depicted as follows:

Site Address:

1700 Kingsley Street
Asbury Park, New Jersey 07712

Block 4304, Lot 1

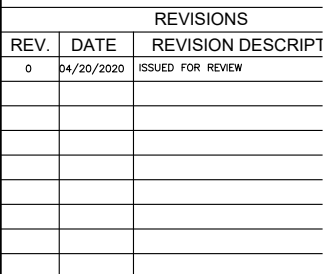
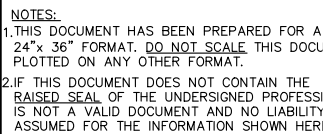
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Market: NY/NJ
Cell Site Name: Asbury Park Temporary Site
Fixed Asset Number: 10129496

EXHIBIT B
SEE ATTACHED

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Attachment: Asbury Park LEASE -2020 Final Temporary Rooftop Site ATT - Manzo Executed (2020-145 : Entering into an MOU with AT&T-New



APPROVALS	
	SIGNATURE
AT&T	
OWNER/LANDLORD	

PETER J. TARDY, PE
NEW JERSEY PROFESSIONAL ENGINEER LIC. NO.

**LEASE
EXHIBIT**

PROJECT #	
500,305 Leas	

Attachment: exhibit A-1700 Kingsley St (2020-145 : Entering into an MOU with AT&T-New Cingular Wireless)





Corporate Office
1800 Route 34 Suite 101
Wall 19
73 00
Region C
Hackensack NJ 07601

NOTES:
1. THIS DOCUMENT HAS BEEN PREPARED FOR A 24"x 36" FORMAT. DO NOT SCALE THIS DOCUMENT PLOTTED ON ANY OTHER FORMAT.
2. IF THIS DOCUMENT DOES NOT CONTAIN THE RAISED SEAL OF THE UNDERSIGNED PROFESSIONAL ENGINEER, IT IS NOT A VALID DOCUMENT AND NO LIABILITY IS ASSUMED FOR THE INFORMATION SHOWN HEREIN.



REVISIONS		
REV.	DATE	REVISION DESCRIPTION
0	04/20/2020	ISSUED FOR REVIEW

ASBURY PARK WATER PLANT
1700 KINGSLEY STREET
ASBURY PARK, N.J.
MONMOUTH COUNTY
BLOCK: 4304 LOT: 1

APPROVALS	
	SIGNATURE
AT&T	
OWNER/LANDLORD	

SEAL:

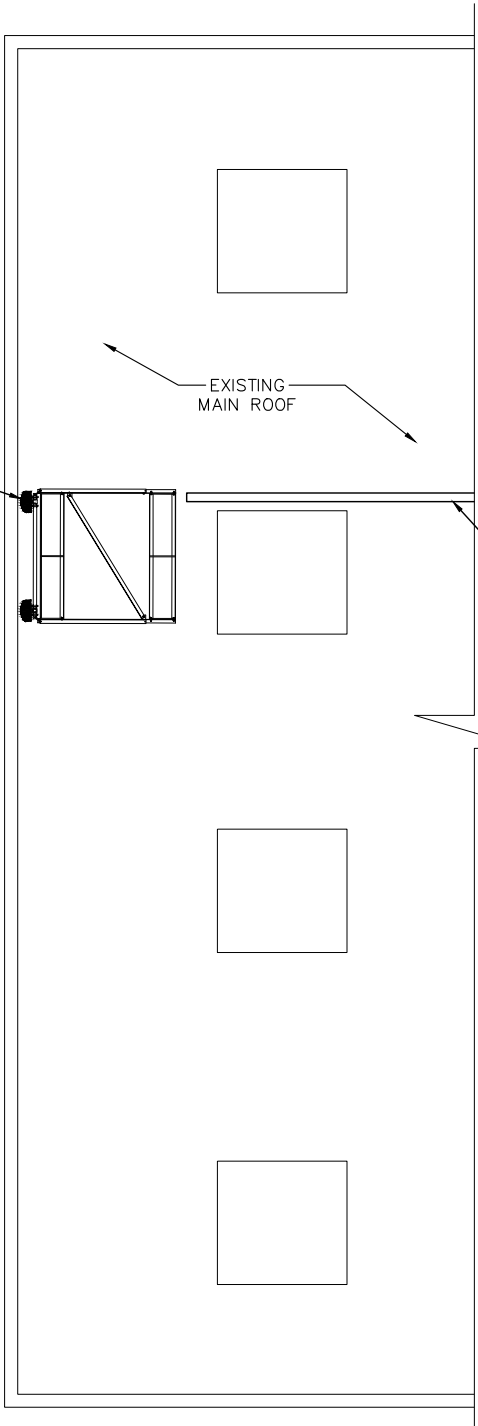
PETER J. TARDY, PE
NEW JERSEY PROFESSIONAL ENGINEER
LIC. NO.

DRAWING TITLE:
LEASE EXHIBIT

DATE: 04/21/2020	SCALE: AS NOTED
DRAWN BY: J.L.	SHEET #: LE-2
CHECKED BY: S.J.K.	
PROJECT # 500.305 Leasing	



PROPOSED GAMMA SECTOR ANTENNA (TYP. OF 2) ON NON-PENETRATING BALLAST FRAME ON 1/2" THICK NEOPRENE PAD

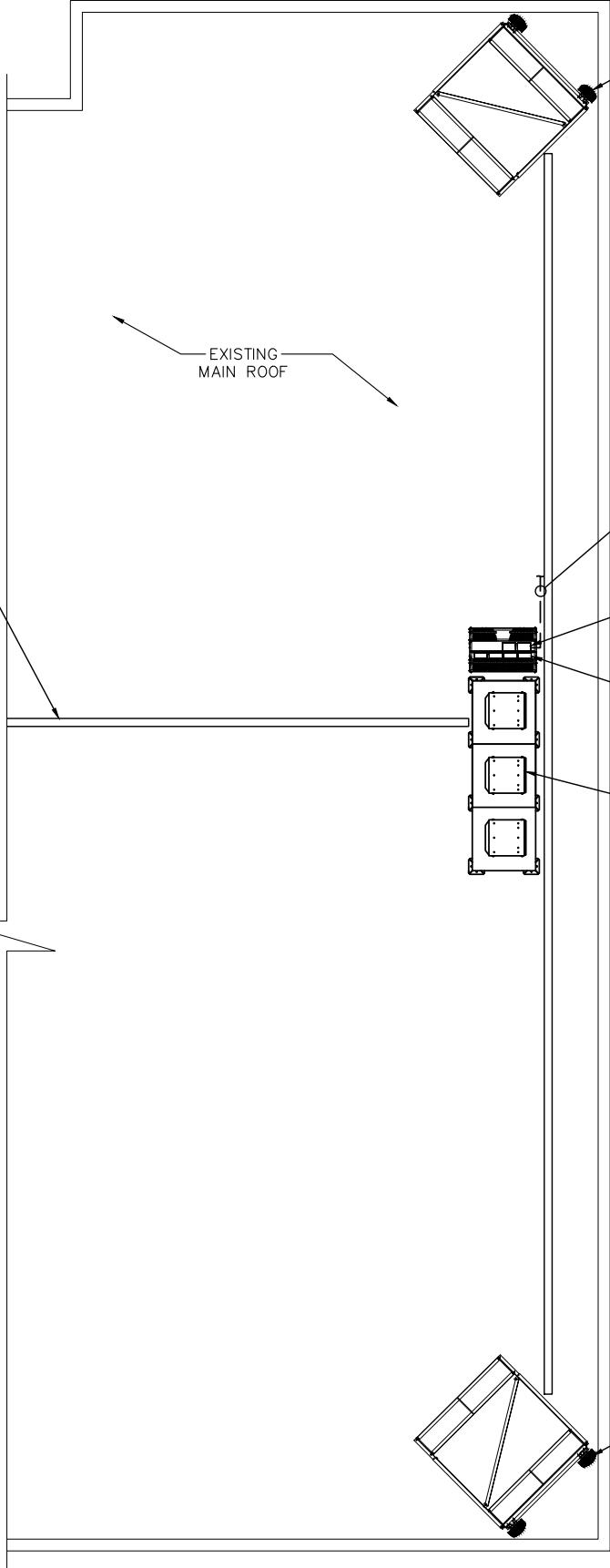


1 ENLARGED AREA PLAN
SCALE: 3/16"=1'-0"
GRAPHIC SCALE
(IN FEET)
3/16 INCH = 1 FOOT

NOTE:

- AT&T TO TAP EXISTING BUILDING ELECTRICAL SERVICE TO ENERGIZE THE PROPOSED 100 AMP POWER PANEL LOCATED AT EQUIPMENT FRAME. NO METER IS PROPOSED
- ANTENNA AND EQUIPMENT FRAME LOCATIONS ARE APPROXIMATE AND FINAL PLACEMENT TO BE DETERMINED
- ALL ROOFING WORK TO BE PERFORMED BY A LANDLORD APPROVED ROOFER TO MAINTAIN WARRANTIES

PROPOSED 6" WIDE CABLE TRAY ROUTED ALONG ROOF ON SLEEPERS (TYP.)



2 ENLARGED AREA PLAN
SCALE: 3/16"=1'-0"
GRAPHIC SCALE
(IN FEET)
3/16 INCH = 1 FOOT

PROPOSED ALPHA SECTOR ANTENNA (TYP. OF 2) ON NON-PENETRATING BALLAST FRAME ON 1/2" THICK NEOPRENE PAD

PROPOSED POWER AND TELCO UTILITY ROUTING TO BE DETERMINED. ROUTED ALONG SLEEPERS

PROPOSED 100 AMP ELECTRICAL PANEL AND DISCONNECT (SEE NOTE 1 BELOW) MOUNTED ON NON-PENETRATING BALLAST MOUNT ON 1/2" THICK NEOPRENE PAD

PROPOSED RRH'S MOUNTED ON NON-PENETRATING BALLAST MOUNT

PROPOSED EQUIPMENT CABINET (TYP. OF 3) ON 4'x12' NON-PENETRATING BALLAST FRAME ON 1/2" THICK NEOPRENE PAD

PROPOSED ALPHA SECTOR ANTENNA (TYP. OF 2) ON NON-PENETRATING BALLAST FRAME ON 1/2" THICK NEOPRENE PAD

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[illegible]

ASBURY PARK WAS
WATER PLANT
1700 KINGSLEY STREET
ASBURY PARK, N.J.
MONMOUTH COUNTY
BLOCK: 4304 LOT: 45

APPROVALS	
	SIGNATURE
AT&T	
OWNER/LANDLORD	

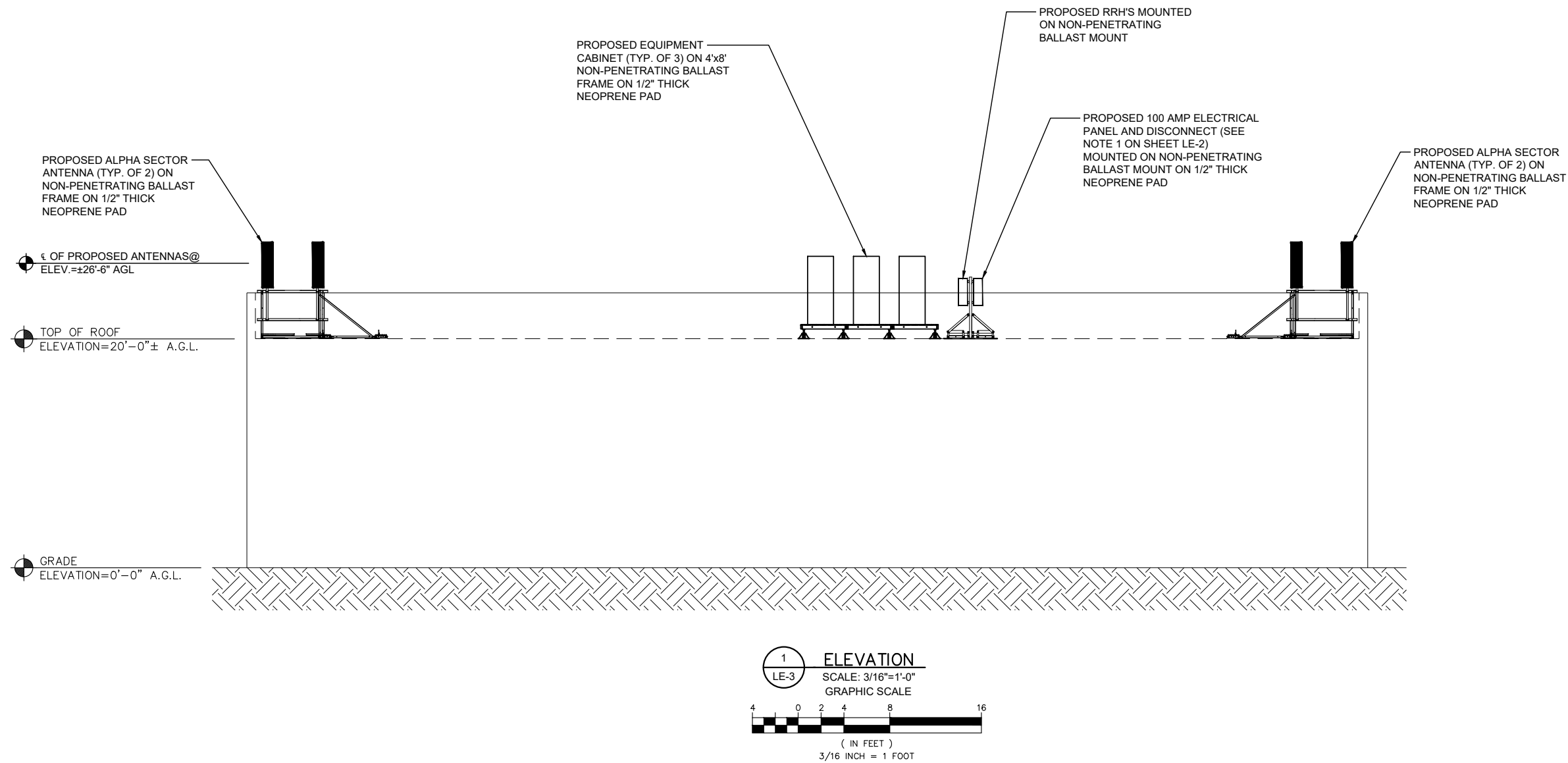
SEAL:

PETER J. TARDY, PE
NEW JERSEY PROFESSIONAL ENGINEER LIC. NO. 26260

DRAWING TITLE:

**LEASE
EXHIBIT**

DATE:	04/21/2020	SCALE:	AS NOTED
DRAWN BY:	J.L.	SHEET #:	LE-3
CHECKED BY:	S.J.K.		
PROJECT #	500.305 Leas		

Packet Pg. 76

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REVISIONS		
REV.	DATE	REVISION DESCRIPTION
0	02/21/2020	ISSUED FOR REVIEW
1	03/24/2020	REVISED PER CLIENT COMMENTS
2	04/07/2020	ADDED VIEW FROM BEACH

ASBURY PARK WATER PLANT
1700 KINGSLEY STREET
ASBURY PARK, N.J.
MONMOUTH COUNTY
BLOCK: 4304 LOT: 1

APPROVALS	
	SIGNATURE
AT&T	
OWNER/LANDLORD	

SEAL:

PETER J. TARDY, PE
NEW JERSEY PROFESSIONAL ENGINEER
LIC. NO.

DRAWING TITLE:
PHOTO SIMULATION LOCATION PLAN

DATE: 02/21/2020	SCALE: AS NOTED
DRAWN BY: J.L.	SHEET #:
CHECKED BY: S.J.K.	PS-1
PROJECT # 500.305 Photo	



1 PHOTO SIMULATION LOCATION PLAN
PS-1 NOT TO SCALE

LEGEND

PHOTO NUMBER AND DIRECTION OF LINE OF SIGHT



1 PHOTO SIMULATION LOCATION #1 (EXISTING)
PS-2 NOT TO SCALE



1 PHOTO SIMULATION LOCATION #1 (PROPOSED)
PS-2 NOT TO SCALE



2 PHOTO SIMULATION LOCATION #2 (EXISTING)
PS-2 NOT TO SCALE



2 PHOTO SIMULATION LOCATION #2 (PROPOSED)
PS-2 NOT TO SCALE

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ASBURY PARK WATER PLANT
1700 KINGSLEY STREET
ASBURY PARK, NJ 08004
MONMOUTH COUNTY
BLOCK: 4304 LOT: 1

APPROVALS	
AT&T	SIGNATURE
OWNER/LANDLORD	

SEAL:

PETER J. TARDY, PE
NEW JERSEY PROFESSIONAL ENGINEER LIC. NO.

DRAWING TITLE:

PHOTO SIMULATION

DATE:	02/21/2020	SCALE:	AS NOTED
DRAWN BY:	J.L.	SHEET #:	
CHECKED BY:	S.J.K.		PS-2
PROJECT #	500.305 Photo		

Attachment: 1700 Kingsley Photo Location Plan (2020-145 : Entering into an MOU with AT&T-New Cingular Wireless)



3 PHOTO SIMULATION LOCATION #3 (EXISTING)
PS-3 NOT TO SCALE



3 PHOTO SIMULATION LOCATION #3 (PROPOSED)
PS-3 NOT TO SCALE



4 PHOTO SIMULATION LOCATION #4 (EXISTING)
PS-3 NOT TO SCALE



4 PHOTO SIMULATION LOCATION #4 (PROPOSED)
PS-3 NOT TO SCALE

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ASBURY PARK WATER PLANT
1700 KINGSLEY STREET
ASBURY PARK, NJ 08004
MONMOUTH COUNTY
BLOCK: 4304 LOT: 1

APPROVALS	
	SIGNATURE
AT&T	
OWNER/LANDLORD	

SEAL:

PETER J. TARDY, PE
NEW JERSEY PROFESSIONAL ENGINEER LIC. NO.

DRAWING TITLE:

PHOTO SIMULATION

DATE:	02/21/2020	SCALE:	AS NOTED
DRAWN BY:	J.L.	SHEET #:	
CHECKED BY:	S.J.K.		PS-3
PROJECT #	500.305 Photo		

Attachment: 1700 Kingsley Photo Location Plan (2020-145 : Entering into an MOU with AT&T-New Cingular Wireless)

FPA
FRENCH & PARREL
ASSOCIATES
1800 Route 34, Suite 101 • Wall, New Jersey
o 732.312.9800 f 732.312.9801

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at&t

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ASBURY PARK WATER PLANT
1700 KINGSLEY STREET
ASBURY PARK, NJ 08004
MONMOUTH COUNTY
BLOCK: 4304 LOT: 1

APPROVALS	
	SIGNATURE
AT&T	
OWNER/LANDLORD	

SEAL:

PETER J. TARDY, PE
NEW JERSEY PROFESSIONAL ENGINEER
LIC. NO. 12C-00000000

DRAWING TITLE:

PHOTO SIMULATION

DATE:	02/21/2020	SCALE:	AS NOTED
DRAWN BY:	J.L.	SHEET #:	
CHECKED BY:	S.J.K.		PS-4
PROJECT #	500.305 Photo		



5 PHOTO SIMULATION LOCATION #5 (EXISTING)
PS-4 NOT TO SCALE



5 PHOTO SIMULATION LOCATION #5 (PROPOSED)
PS-4 NOT TO SCALE

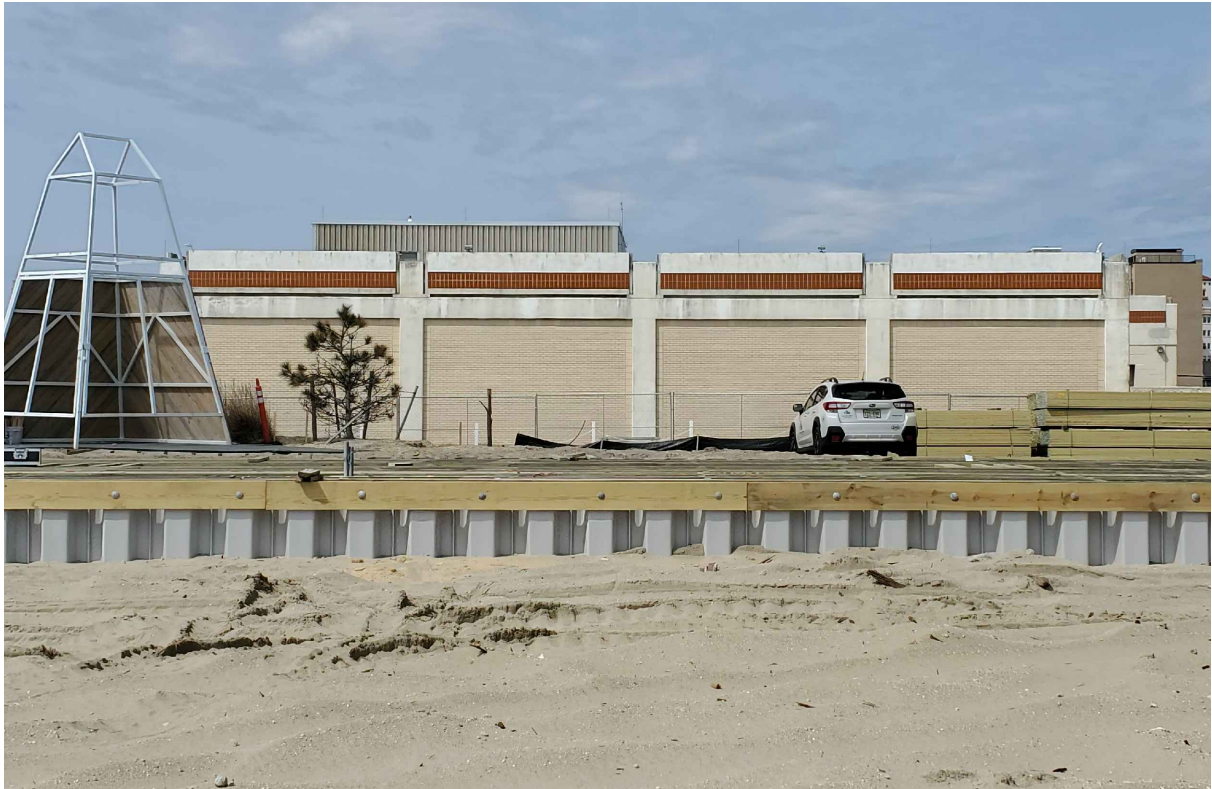


6 PHOTO SIMULATION LOCATION #6 (EXISTING)
PS-4 NOT TO SCALE



6 PHOTO SIMULATION LOCATION #6 (PROPOSED)
PS-4 NOT TO SCALE

Attachment: 1700 Kingsley Photo Location Plan (2020-145 : Entering into an MOU with AT&T-New Cingular Wireless)



6 PHOTO SIMULATION LOCATION #5 (EXISTING)
NOT TO SCALE



6 PHOTO SIMULATION LOCATION #5 (PROPOSED)
NOT TO SCALE



7 PHOTO SIMULATION LOCATION #6 (EXISTING)
NOT TO SCALE



7 PHOTO SIMULATION LOCATION #6 (PROPOSED)
NOT TO SCALE

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ASBURY PARK WATER PLANT
1700 KINGSLEY STREET
ASBURY PARK, NJ 08004
MONMOUTH COUNTY
BLOCK: 4304 LOT: 1

APPROVALS	
	SIGNATURE
AT&T	
OWNER/LANDLORD	

SEAL:

PETER J. TARDY, PE
NEW JERSEY PROFESSIONAL ENGINEER
LIC. NO.

DRAWING TITLE:

PHOTO SIMULATION

DATE:	02/21/2020	SCALE:	AS NOTED
DRAWN BY:	J.L.	SHEET #:	
CHECKED BY:	S.J.K.		PS-5
PROJECT #	500.305 Photo		

Attachment: 1700 Kingsley Photo Location Plan (2020-145 : Entering into an MOU with AT&T-New Cingular Wireless)



RESOLUTION NO. 2020-146

**City of Asbury Park
County of Monmouth
State of New Jersey**

AUTHORIZING DESIGN & BIDDING SERVICES AND CONSTRUCTION ADMINISTRATION TO T&M ASSOCIATES FOR RBC REPLACEMENT AT THE WASTEWATER TREATMENT PLANT

WHEREAS, on February 20, 2020 the City of Asbury Park received a proposal to provide design & bidding services and construction administration from T&M Associates for RBC replacement at the Wastewater Treatment Plant; and

WHEREAS, the cost for design and bidding services shall not exceed \$34,800 without Council approval; and

WHEREAS, the cost for construction administration shall not exceed \$27,000 without Council approval; and

WHEREAS, N.J.S.A. 40A:2-20 allows for preliminary planning expenses to be paid for; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Capital Fund C-08-55-526-013-001; and the maximum dollar value of the contract is as set forth in the resolution

WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates to provide design & bidding and construction administration services for RBC Replacement at the Wastewater Treatment Plant in an amount not to exceed \$34,800 for design & bidding services and \$27,000 for construction administration.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-146 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

CERTIFIED BY ME THIS 22nd DAY OF April, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK



YOUR GOALS. OUR MISSION.

ASPKOH-16002

February 20, 2020

Ms. Donna M. Vieiro, Interim City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

**RE: Design and Construction Administration Proposal
Wastewater Treatment Plant RBC Replacement
City of Asbury Park, NJ**

Dear Ms. Vieiro:

In support of the scheduled replacement of the Rotating Biological Contactors (RBCs), T&M Associates (T&M) has prepared a proposal for design and construction administration including bidding support services. We understand the existing RBCs are in need of replacement and that the City is considering replacement of one train which includes five RBCs, each year over four years until all twenty (20) RBCs are replaced. T&M had previously provided a preliminary construction cost estimate of \$1.8 million for one train replacement. In support of this project, T&M proposes the following scope of our services:

DESIGN

1. Project kick-off meeting and site visits to gather data and measurements of the existing RBC equipment.
2. Prepare a baseline drawing of the Treatment Plant which can be used for future RBC replacement projects.
3. Electrical design for the RBC and associated blower.
4. Prepare construction details which can be used for future RBC replacements.
5. Evaluate existing blower piping alignment for potential reconfiguration and improved access between RBCs.
6. Prepare technical specifications.
7. Hold a design review meeting with appropriate City staff.
8. Provide an updated construction cost estimate.

BIDDING

1. Prepare a notice to the Asbury Park Press and Coaster newspapers.
2. Respond to RFIs.
3. Prepare one addendum.
4. Hold a pre-bid walkthrough at the treatment plant.
5. Conduct a bid opening.
6. Prepare a recommendation of award letter.

CONSTRUCTION ADMINISTRATION

1. Review and respond to shop drawing submittals. It is assumed two reviews for each submission.
2. It is assumed that City staff will handle most day-to-day inspection as this work is slow and labor intensive; however, T&M will provide periodic inspections at the site for mechanical and electrical equipment.
3. Meet with the Contractor to review requests for payment and prepare progress payments. It is assumed that work will require three monthly payment submissions.
4. T&M will handle Change Order requests and review same with the Contractor and the City staff.
5. Prepare and submit close out documents

EXCLUSIONS

- This scope of work does not include an NJDEP treatment works approval (TWA) as it is intended to rehabilitate existing equipment and not to change process in any way which would trigger the need for a TWA permit.



- It is intended that construction can be completed over a three-month timeframe and T&M's inspection services are budgeted for on that assumption. Should construction extend substantially beyond that timeframe, it shall be considered out of scope.
- Services not specifically listed are not included.

T&M is prepared to initiate design immediately and will complete this effort four (4) weeks from authorization to proceed. We propose to perform these services under our current on-call contract and will be billed on an hourly basis as follows:

Design & Bidding Services	\$34,800
<u>Construction Administration</u>	<u>\$27,000</u>
Total anticipated authorization	\$61,800

Please indicate your acceptance of this proposal by signing in the space provided below and returning one (1) copy to this office. Receipt of the signed proposal shall be considered authorization to proceed with the scope of work described within this agreement. Please call if you have any questions or if additional information is required.

Very Truly Yours,

T&M ASSOCIATES

CHRISTINE BALLARD, P.E.

VICE PRESIDENT

Accepted by:
THE CITY OF ASBURY PARK

Donna M. Vieiro
City of Asbury Park Interim Manager

Date

The above signed represents that they have read and understand T&M Associates Standard Terms and Conditions and have the authority to enter into this agreement on behalf of the client named above. The above signed also acknowledges that this contract includes a Limitation of Liability Clause as part of the Standard Terms and Conditions.

MR:RK:JDH;jdh:scb

cc: Michael Manzella, Deputy City Manager

G:\Projects\ASPK\#Proposals\16002\Final Proposal\Viero - ASPK RBC Replacement Design and CAI.doc



RESOLUTION NO. 2020-147

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION OF THE CITY OF ASBURY PARK AUTHORIZING THE RELEASE OF ESCROW FUNDS PURSUANT TO THE ESCROW AGREEMENT DATED 2011 BY AND AMONG THE CITY OF ASBURY PARK, ASBURY PARTNERS, LLC, AND ANSELL, GRIMM, & AARON, PC REGARDING THE PROPERTY LOCATED AT 902 KINGSLEY STREET, ASBURY PARK, NJ

WHEREAS, on or about October 23, 2002, the City and Asbury Partners entered into an Amended and Restated Redeveloper and Land Disposition Agreement (the "Redeveloper Agreement"), pursuant to which Asbury Partners was appointed the Master Developer of the Redevelopment Area (as defined in the Redeveloper Agreement); and

WHEREAS, the Redeveloper Agreement provided, among other things, that the acquisition of certain properties (the "Condemnation Properties") was necessary in order for the Master Developer to implement the Redevelopment Plan applicable to the Redevelopment Area; and

WHEREAS, pursuant to the Redeveloper Agreement, the Master Developer would make a good faith effort to acquire the Condemnation Properties by voluntary negotiation; and

WHEREAS, the Redeveloper Agreement further provided that if the Master Developer was unable to acquire all of the Condemnation Properties through voluntary agreement, the City would utilize its power of eminent domain to acquire any Condemnation Property not already acquired; and

WHEREAS, the Estate of Pasquale Vaccaro formerly owned certain property located at

Block 160, Lot 3 in the City of Asbury Park (the "Property"); and

WHEREAS, in consultation with Asbury Partners and at its request, on or about September 9, 2006, the City initiated a condemnation proceeding to acquire the Property, captioned City of Asbury Park v. Estate of Pasquale Vaccaro, Docket No. MON-L-5915-07 (the "Condemnation Action"); and

WHEREAS, the City thereafter filed a Declaration of Taking and deposited \$649,800, with the Trust Fund Unit, thereby acquiring title to the Property; and

WHEREAS, upon acquiring title to the Property, the City transferred title to Asbury Partners in accordance with the Redeveloper Agreement; and

WHEREAS, environmental contamination from petroleum products emanating from the Property was discovered in the public right-of-way adjacent to and west of the Property (hereafter, the "Contamination"); and

WHEREAS, Asbury Partners agreed to deposit \$150,000 (the "Escrow Funds") into an escrow account as security for the payment of the cost of any necessary remediation of the Contamination at such time as Asbury Partners undertakes construction of infrastructure improvements in the public right-of-way adjacent to and west of the Property; and

WHEREAS, the City, Asbury Partners, and Ansell, Grimm, & Aaron entered into an Escrow Agreement in 2011, which Escrow Agreement set forth the terms for disbursement and release of the Escrow Funds; and

WHEREAS, in accordance with Section 2(b) of the Escrow Agreement, "Within ten (10) days of the Escrow Agent's receipt of written notice from Asbury Partners that any Required Remediation, as such term is defined in the Settlement Agreement [between the City, Asbury Partners, and the prior property owner], has been completed, which notice shall be

simultaneously provided to the City, the Escrow Agent shall disburse the balance, if any, of the Escrow Funds to Asbury Partners”; and

WHEREAS, on April 2, 2020, Asbury Partners, via letter from its attorney, provided notice to the Escrow Agent of the completion of Required Remediation, which notice and accompanying documents are attached hereto as Schedule A; and

WHEREAS, the City has been informed by Asbury Partners that the Required Remediation has been completed, and wishes to consent to the disbursement of the balance of the Escrow Funds.

Now, Therefore Be It Resolved, the Mayor and Council of the City of Asbury Park as follows:

1. The City hereby consents to the release of the Escrow Funds to Asbury Partners as set forth in Section 2 (b) of the Escrow Agreement by and among the City of Asbury Park, Asbury Partners, and Ansell, Grimm, & Aaron, dated 2011.
2. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent.
3. This Resolution shall be effective immediately.

Meeting date: April 22, 2020

APPROVED:

APPROVED AS TO FORM:

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-147 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

CERTIFIED BY ME THIS 23rd DAY OF April, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

April 2, 2020

Ansell Grimm & Aaron,
A Professional Corporation
1500 Lawrence Avenue, CN 7807
Ocean, New Jersey 07712
Attention: James S. Aaron, Esq.

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
Attention: City Manager

Re: Escrow Agreement, dated 2011 (the “Escrow Agreement”) by and among The City of Asbury Park (the “City”), Asbury Partners, LLC (“Asbury Partners”) and Ansell Grimm & Aaron (“Escrow Agent”) regarding 902 Kingsley Street, Asbury Park, NJ (the “Property”)
Your File No.: 6000-577

Dear Mr. Aaron,

Thank you for your letter of March 5, 2020.

Pursuant to Section 2(b) of the Escrow Agreement, this letter shall constitute written notice from Asbury Partners that the Required Remediation (as defined in the Escrow Agreement) has been completed.

In support, attached please find (i) a Response Action Outcome, prepared by EBI Consulting, and submitted to the New Jersey Department of Environmental Protection (“NJDEP”) on October 31, 2019 (“RAO”); and (ii) an e-mail from Haydar Erdogan from the NJDEP, dated January 22, 2020, indicating that no further action is recommended for the areas of concern.

In addition, Asbury Partners has completed, and the City has accepted, the infrastructure work surrounding Property. The City’s executed infrastructure turnover sheets from November 17, 2015, and October 7, 2016, are attached for reference.

Accordingly, all escrow terms for the release of the Escrow Funds (as defined in the Escrow Agreement) have been satisfied. Kindly disburse the balance of the Escrow Funds to Asbury Partners by check to the below address:

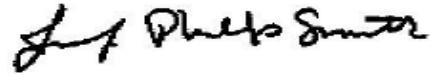
**iStar
1101 Ocean Avenue, Loading Dock
Asbury Park, New Jersey 07712
Attn: Brian Cheripka**

Attachment: J. Smith letter re. 902 Kingsley (286700x9DC53) (2020-147 : Escrow Release 902 Kingsley Street)

GIBBONS P.C.

Please do not hesitate to contact me if you have any questions regarding this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jennifer Phillips Smith". The signature is fluid and cursive, with the first name "Jennifer" being more prominent.

Jennifer Phillips Smith
Director

Attachment: J. Smith letter re. 902 Kingsley (286700x9DC53) (2020-147 : Escrow Release 902 Kingsley Street)

October 31, 2019

Mr. Brian Cheripka
Senior Vice President, Land and Development
Asbury Partners LLC
1114 Avenue of the Americas
New York, NY 10036

Re: Response Action Outcome

Remedial Action Type: Unrestricted Use

Scope of Remediation: Area(s) of Concern: AOC-1 Hydraulic Lift; AOC-2 Abandoned Pipe; AOC-3 Abandoned Metal Safe; AOC-4 Abandoned Sign Post; AOC-5 Tanks T-1 and T-2 – 1500-Gallon Leaded Gasoline USTs; AOC-6 Tanks T-3 and T-4 – 600-Gallon Leaded Gasoline USTs; AOC-7 Tank T-5 – 600-Gallon Leaded Gasoline UST; AOC-8 Tank T-6 – 600-Gallon Waste Oil UST; AOC-9 Groundwater; and no other areas.

Case Name: Estate of Pasquale Vaccaro
Address: 902 Kingsley Street
Municipality: Asbury Park
County: Monmouth
Block: 3902 Lot: 6
Preferred ID: 447959
Communication Center # 07-11-09-1324-13, UST Closure #N07-5854
Well Permit #: E201216281, E201216282, E201216283, E201411771

Dear Mr. Cheripka:

As a Licensed Site Remediation Professional authorized pursuant to N.J.S.A. 58:10C to conduct business in New Jersey, I hereby issue this Response Action Outcome for the remediation of the areas of concern specifically referenced above. I personally reviewed and accepted all of the referenced remediation and based upon this work, it is my professional opinion that this remediation has been completed in compliance with the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C), that is protective of public health, safety, and the environment. Also, full payment has been made for all Department fees and oversight costs pursuant to N.J.A.C. 7:26C-4.

This remediation includes the completion of a Remedial Investigation and Remedial Action as defined pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E),

My decision in this matter is made upon the exercise of reasonable care and diligence and by applying the knowledge and skill ordinarily exercised by licensed site remediation professionals in good standing practicing in the State at the time these professional services are performed.

As required pursuant to N.J.A.C. 7:26C-6.2(b)2ii, a copy of all records related to the remediation that occurred at this location is being simultaneously filed with the New Jersey Department of

Environmental Protection (Department). These records contain all information upon which I based my decision to issue this Response Action Outcome.

By operation of law, a Covenant Not to Sue pursuant to N.J.S.A. 58:10B-13.2 applies to this remediation. The Covenant Not to Sue is subject to any conditions and limitations contained herein. The Covenant Not to Sue remains effective only as long as the real property referenced above continues to meet the conditions of this Response Action Outcome.

CONDITIONS

Pursuant to N.J.S.A. 58:10B-12o, Asbury Partners LLC and any other person who is liable for the cleanup and removal costs, and remains liable pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. shall inform the Department in writing, on a form available from the Department, within 14 calendar days after its name or address changes. Any notices you submit pursuant to this paragraph shall reference the above case numbers and shall be sent to:

New Jersey Department of Environmental Protection
Bureau of Case Assignment and Initial Notice
Mail Code 401-05H
401 East State Street, 5th floor
PO Box 420
Trenton, New Jersey 08625-0420

NOTICES

Well Decommissioning

Pursuant to N.J.A.C. 7:9D-3, all wells installed as part of this remediation have been properly decommissioned by a New Jersey licensed well driller of the proper class in accordance with the procedures set forth in N.J.A.C. 7:9D and I have verified that the well driller's well decommissioning report has been submitted to the Bureau of Water Allocation and Well Permitting.

In concluding that this remediation has been completed, I am offering no opinions concerning whether either primary restoration (restoring natural resources to their pre-discharge condition) or compensatory restoration (compensating the citizens of New Jersey for the lost interim value of the natural resources) has been completed.

Pursuant to N.J.S.A. 58:10C-25, the Department may audit this Response Action Outcome and associated documentation up to three years following issuance. Based on a finding by the Department that a Response Action Outcome is not protective of public health, safety, and the environment, the Department can invalidate the Response Action Outcome. Other justifications for the Department's invalidation of this Response Action Outcome are listed in the Administrative Requirements for the Remediation of Contaminated Sites at N.J.A.C. 7:26C-6, including, but not limited to, a Department audit following issuance of this document may be initiated at any time if a) undiscovered contamination is found that was not addressed by the Response Action Outcome, b) if the Site Remediation Professional Licensing Board conducts an investigation of the Licensed Site Remediation Professional issuing the Response Action Outcome or, c) if the license of that person is suspended or revoked.

Thank you for your attention to these matters. If you have any questions, please contact me at (201) 220-2679.

Sincerely,



James Klinder,
Licensed Site Remediation Professional #577036

c: Mayor/Clerk/Town Council, City of Asbury Park
City of Asbury Park Health Department
Monmouth County Health Department
Monmouth County Regional Health Commission
NJDEP – BIR (Electronic Copies Only)

Attachment: J. Smith letter re. 902 Kingsley (286700x9DC53) (2020-147 : Escrow Release 902 Kingsley Street)

Pearson, Erica

From: Jim Klinder <jklinder@ebiconsulting.com>
Sent: Thursday, March 5, 2020 12:57 PM
To: Kari Brookhouse
Subject: FW: ESTATE OF PASQUALE VACCARO, PI #: 784788

JIM KLINDER

Senior Project Manager, Licensed Site Remediation Professional (LSRP)

P: 201.220.2679

46 Main Street | PO Box 27 | Stanhope, NJ | 07874

jklinder@ebiconsulting.com

Visit our website: www.ebiconsulting.com

From: Erdogan, Haydar <Haydar.Erdogan@dep.nj.gov>
Sent: Wednesday, January 22, 2020 10:23 AM
To: Zagorski, Ted <Ted.Zagorski@dep.nj.gov>; Jim Klinder <jklinder@ebiconsulting.com>
Cc: Schick, Kevin <Kevin.Schick@dep.nj.gov>; Sweeney, Bridget <Bridget.Sweeney@dep.nj.gov>
Subject: ESTATE OF PASQUALE VACCARO, PI #: 784788

ESTATE OF PASQUALE VACCARO, PI #: 784788

I have completed review of the 95% Compliance Averaging procedure performed for naphthalene and lead analytical data collected at the above site located at 902 Kingsley Avenue, Asbury Park, Monmouth County, New Jersey. My comments regarding the Compliance Averaging procedure are as follow:

According to the RAR, two gasoline USTs, T-1 and T-2 were located in AOC-5 T-1 and T-2: Gasoline USTs (AOC-5). Soil samples collected in this AOC revealed the presence of naphthalene and lead above the soil remediation standards. Hot spots were excavated and removed for off-site disposal. Naphthalene and lead were detected above the most stringent soil remediation standards in one or more of the post-excavation soil samples collected from the excavation.

The LSRP has developed site-specific IGWSRS for lead using the NJDEP SPLP spreadsheet, V3.1. Based on the results of the estimates, the site-specific IGWSRS of 245 ppm was developed for the site for lead.

The LSRP has performed the 95% UCL Compliance Averaging procedure for the naphthalene analytical data using the USEPA statistical software package, ProUCL 5.1. Based on review of the calculations, the estimated 95% UCL of the mean for naphthalene is 6.333 ppm, which can be rounded to 6.0 ppm by the rule of rounding numbers. Therefore, naphthalene analytical data is in compliance with the RDCSRS of 6.0 ppm.

Lead was detected above the IGWSRS of 90 ppm in AOC-5 and AOC-7 T-5: Gasoline UST (AOC-7). The LSRP has calculated the 95% UCL of the mean for the both AOCs. Based on the results of calculations, the 95% UCL of the means of 95.46 ppm and 113 ppm were estimated for AOC-5 and AOC-7, respectively. Both values are higher than the IGWSRS of 90 ppm. However, they are less than the site-specific IGWSRS of 245

Attachment: J. Smith letter re. 902 Kingsley (286700x9DC53) (2020-147 : Escrow Release 902 Kingsley Street)

ppm. Therefore, lead analytical data collected in these two areas of concern are in compliance with the site-specific IGWSRS.

No further action is recommended for the naphthalene and lead detected in these areas of concern.



TURNOVER SHEET

Location/Structure: Partial Completion of Infrastructure Improvements - Phase 3 **Date:** 10/07/16

Portion of Work/System:

Underground Utility Improvements - Sanitary sewer structures and pipe, including video inspection and mandrel testing, Storm water structures and pipe, including video inspection, Street light conduit, wiring and hand holes

Streets - 6"x18" Concrete Vertical Curb, 6" Thick Dense-Graded Aggregate Base Course, 4" Thick HMA Base Course 19M64, 2" Thick HMA Surface Course 9.5M64, Thermoplastic Striping

Streetscape Improvements - Concrete Sidewalks (Not including those adjacent to active construction sites at 1101 and Asbury Lanes, see plans for details), ADA Compliant Curb Ramps with detectable warning surfaces, Pavers, Street Lights, Street Trees, Bike Racks, Benches, Trash/Recycling Receptacles, Street Signs

Access / Area of Observation: (describe Zone/Lot/Building/Equipment in a sketch or key plan)

- Kingsley Street from Station 15+00± extending north through the intersection of 5th Avenue (Station 30+50±)
- 2nd Avenue, eastbound and westbound lanes extending approximately 50 feet east and west of Kingsley Street
- 3rd Avenue, eastbound and westbound lanes extending approximately 50 feet east and west of Kingsley Street
- 4th Avenue, eastbound and westbound lanes from Bergh Street (Station 10+00±) to Kingsley Street (15+50±), including the center island
- 5th Avenue, from Bergh Street (Station 10+00±) to Kingsley Street (Station 15+00±)
- Bergh Street, from 4th Avenue (Station 26+00±) to 5th Avenue (Station 30+00±)
- Webb Street, from 5th Avenue (Station 30+00±) extending approximately 250 feet north to Station 32+50±

Record Documents on file and Other Attachments: (File Name & date; attach list of as-built plans & specifications, O&M manuals, Spare Parts lists, keys, etc.)

yes

As-built plans to follow pending completion of paving.

- Map referencing areas to be turned over to the City
- DVD and Reports of completed storm drainage pipe & sanitary sewer pipe
- Product Sheets - Benches, Bike Racks, Trash Receptacles, Street Lights, Including Commercial Limited Warranty

Photos (Attached, if applicable):

yes

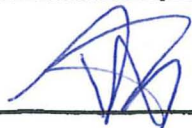
Warranties (Attached, if applicable):

yes

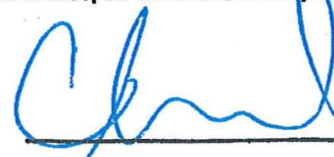
Punchlist Items and Conditional Acceptance: (attach sheet with any detailed explanations)

Punchlist provided 7/7/2016, revised 8/1/2016 has been completed while under the observation of T&M.

We, the undersigned, have observed the nature and condition of the completed work described herein. It is acknowledged that this portion of the Infrastructure Improvements is accepted by the City of Asbury Park under the provisions of the Redeveloper Agreement, and the City of Asbury Park assumes care, custody and control except if noted above for punchlist work and conditional acceptance.



 Asbury Partners, LLC



 City of Asbury Park



YOUR GOALS. OUR MISSION.

ASPK-IO450

October 20, 2016

Via e-mail: tsimeone@istar.com

scclark@istarfinancial.com

Mr. Thomas Simeone
iStar Financial
1114 Avenue of the Americas
New York, NY

Re: Phase 3 – Partial Completion and Acceptance

Dear Mr. Simeone:

Please find attached the executed Turnover Sheet as requested by your office. T&M agrees that all punchlist and outstanding work items submitted as Partial Turnover of Infrastructure Improvements – Phase 3, dated October 7, 2016 and have been satisfactorily completed.

Please feel free to contact me at 732-671-6400 if you have any additional questions.

Very truly yours,
T&M Associates

JASON D. HARZOLD

On behalf of:

CHRISTINE A. BALLARD, PE
CITY OF ASBURY PARK ENGINEER

CAB:scb

Attachments

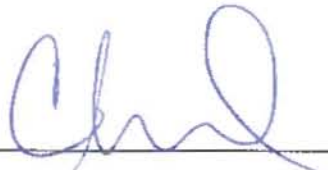
cc: Michael Capabianco, Asbury Park City Manager
Robert Bianchini, Asbury Park Public Works Supervisor
Brian Cheripka, Asbury Partners
Stephen Clark, Asbury Partners

H:\ASPK\IO450\Correspondence\Simeone~iStar_CAB_Phase 3 Closeout.docx

Attachment: J. Smith letter re. 902 Kingsley (286700x9DC53) (2020-147 : Escrow Release 902 Kingsley Street)



TURNOVER SHEET

Location/Structure: Completion of Infrastructure Improvements - Phase 1A	Date: 11/17/15
Portion of Work/System: New upgraded and reconstructed existing infrastructure utilities including storm drainage, sanitary, water, gas and electric. Installation of new curbs and sidewalks with pavers. Installation of new street lighting and circuitry to support. Installation of street trees and grass. Installation of benches, bike racks and trash receptacles. New pavement markings.	
Access / Area of Observation: (describe Zone/Lot/Building/Equipment in a sketch or key plan) Asbury Avenue from Station 13+00± east to the intersection of Kingsley Street and Cookman Avenue Kingsley Street from the Intersection of Cookman Avenue and Asbury Avenue north to Station 15+25±, just north of First Avenue First Avenue to Kingsley Street west to Station 12+75± Onsite driveways and infrastructure at the Vive located at Block 3903, Lot 1 (Old Block 146, Lots 1, 4, & 5)	
Record Documents on file and Other Attachments: (File Name & date; attach list of as-built plans & specifications, O&M manuals, Spare Parts lists, keys, etc.)	yes ☐
O&H documents for the street lights have already been provided to the City Engineer previously along with the asbuilt drawings for this work. Video and photos of the storm and sanitary lines were previously submitted and punchlists were performed per the City Engineers and the Engineer of Records recommendations. New videos of the repaired pipes are attached.	
Photos (Attached, if applicable):	yes ☐
Warranties (Attached, if applicable):	yes ☐
Punchlist Items and Conditional Acceptance: (attach sheet with any detailed explanations) Punchlist dated May 5th, 2015 has been completed by Asbury Partners, LLC.	
We, the undersigned, have observed the nature and condition of the completed work described herein. It is acknowledged that this portion of the Infrastructure Improvements is accepted by the City of Asbury Park under the provisions of the Redeveloper Agreement, and the City of Asbury Park assumes care, custody and control except if noted above for punchlist work and conditional acceptance.	
 _____ Asbury Partners, LLC	 _____ City of Asbury Park



RESOLUTION NO. 2020-148

**City of Asbury Park
County of Monmouth
State of New Jersey**

AUTHORIZING THE TAX COLLECTOR TO PREPARE AND DELIVER ESTIMATED 2020-3RD QUARTER TAX BILLS

WHEREAS, notwithstanding any provisions of the law, rules or regulations to the contrary, whenever a municipal governing body determines that the tax collector will be unable to complete the mailing or delivery of the final tax billing; and

WHEREAS, the municipal budget has not been adopted at this time, the city may by resolution of the governing body choose to send 3rd quarter estimated tax bills; and

WHEREAS, pursuant to N.J.S.A. 54:4-67 this 3rd quarter estimated bill shall be due 25 days from the date it was mailed; and

WHEREAS, any payment received after the 25th day shall be considered delinquent and subject to interest calculated from the statutory due date of August 1st to the date of payment, which is in accordance with New Jersey state statutes.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park to authorize the tax collector to prepare and deliver the 2020-3rd quarter estimated bills, if necessary.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-148 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-149

**City of Asbury Park
County of Monmouth
State of New Jersey**

**RESOLUTION AUTHORIZING THE PURCHASE OF A NEW DRY SCRUBBER
CONTROLLER FOR THE SEWER PLANT**

WHEREAS, the City has a need to replace a controller for dry scrubber number four at the Sewer Plant; and

WHEREAS, the City has obtained the attached quote from Longo Electrical-Mechanical Sales and Service totaling \$12,101.00 from the North Jersey Wastewater Cooperative Pricing System Contract #B200-16; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase to Longo Electrical-Mechanical Sales and Service in the amount of \$12,101.00; and

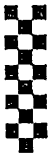
WHEREAS, the Chief Financial Officer has certified that funds are available in the following account C-08-55-528-018-002. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of a new Dry Scrubber Controller in the amount of \$12,101.00 and a copy of this Resolution shall be provided to the Superintendent of DPW, City Manager, CFO and Director of Purchasing.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-149 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

CERTIFIED BY ME THIS 7th DAY OF April, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK



CITY OF ASBURY PARK
Wastewater Treatment Plant—Sewer Utility Division
PURCHASE REQUEST

DATE MARCH 25 2020

DESCRIPTION of Purchase: EATON HMX 75 HP
VARIABLE SPEED MOTOR CONTROLLER PLUS
LABOR TO INSTALL, WIRE & TEST.

REASON for Purchase CONTROLLER FOR DRY SCRUBBER # 4
BLEW OUT AND MUST BE REPLACED

Amount \$ 12101.00

VENDOR'S NAME AND ADDRESS: LONGO, INC.

REMARKS:

SEE ATTACHED

LONGO IS A MEMBER
OF THE WASTEWATER CO-OP.

REQUESTED BY: _____

CHIEF OPERATOR _____

DPM DIRECTOR _____

cc:
Gale Brown—Admin Secretary, DPM

Attachment: LONGO ELECTRICAL DRY SCRUBBER QUOTE (2020-149) : Authorizing the purchase of a New Dry Scrubber Controller for the



ISO 9001 Certified Company



ELECTRICAL-MECHANICAL SALES AND SERVICE
ENGINEERS REBUILDERS DISTRIBUTORS

ONE HARRY SHUPE BLVD.
PO BOX 611
WHARTON, NJ 07886
(878) 637-0400

1626 PENNSYLVANIA AVE.
LINDEN, NJ 07036.
(908) 926-2900

345 PARK AVE, LEV. A.
NEW YORK, NY 10164
(718) 585-5330.

1400 ADAMS RD.
UNIT F
BENSALEM, PA 19020
(215) 638-1233

QUOTATION

DATE 3/28/2020
ATTN: Rudy Corona
COMPANY Asbury Park Sewer
ADDRESS 1700 Kingsley St.
Asbury Park NJ 07712
PHONE 732-921-1074
FAX
E-MAIL Rudy.Corona

QUOTE # 02687
Please refer to the above number when ordering.
INQUIRY # 2687
QUOTED BY Sue Urban Ext. 1793
LOCATION WHARTON, NJ
FAX 973-537-0415
E-MAIL ssurban@alongo.com
FSR SANDRA CHERRY

SHIP DATE: 1-2 weeks

SHIP VIA: Best Way

FOR:

TERMS:	NET 30
--------	--------

[illegible]

All orders which are paid by credit card are subject to a 3.0% processing fee.

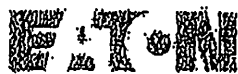
TOTAL	\$ 12,101.00
-------	--------------

Accepted by _____ Authorized by _____

DATE _____ PO# _____

We are pleased to offer this quotation for your consideration. This quotation is valid for 30 days. Thereafter it is subject to change without notice. This proposal is subject to the terms and conditions in accordance with the enclosed form No. CSFJL990627.2. If this proposal is based on a functional replacement motor or pump, by acceptance of this proposal (or order placement), Buyer assumes all responsibility for electric and mechanical modification that might be required including mounting and electrical connection. If drawings were supplied with this proposal, Buyer assumes all responsibility for review for suitability for its intended purpose prior to order placement. This quote excludes any applicable sales taxes. If the contract requires the contractor or equipment supplier to pay sales taxes, the amount of this tax will be added to the above prices. All environmental related issues or items are the customer's responsibility.

CSFPB8070125.0



Powering Business Worldwide

Detail Bill of Material

 Project Name: Longo Ashbury Park
 General Order No:

 Negotiation No: NA830020XOK
 Alternate No: 0000

Item No.	Qty	Product	Description
	1	Adjustable Frequency Drives	Catalog Number: HMX09834NAM1, HMX Series, 480VAC, 75 HP (55 KW), IP, 96A IL, Enclosure: NEMA Type 1 w/ IntelliPASS, Low Overload (IL)

 Catalog No: HMX09834NAB5M1
 Designation: 75HP IntelliPass

Qty	List of Materials
1	ETN IPASS FS7 480V 75HP 96A N1
1	(B5) - Card-3 Relay Dry Contact
1	(M1) - Manual Bypass - Includes pilot lights and isolation contactor

Eaton Selling Polyo 25-000 applies.

Attachment: LONGO ELECTRICAL DRY SCRUBBER QUOTE (2020-149 : Authorizing the purchase of a New Dry Scrubber Controller for the

LONGO ELECTRICAL-MECHANICAL, INC.



"Protecting Public Health and the Environment"

CONTRACT NO. B200-16

NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

Lead Agency

PASSAIC VALLEY SEWERAGE COMMISSION

600 WILSON AVENUE

NEWARK, NJ 07105

CONTRACT AND SPECIFICATIONS

TO

VARIOUS MANUFACTURER PUMPS AND MOTORS —
REPAIR AND REPLACEMENT AND INSTALLATION
FOR A ONE (1) YEAR PERIOD

Attachment: LONGO ELECTRICAL DRY SCRUBBER QUOTE (2020-149) : Authorizing the purchase of a New Dry Scrubber Controller for the



RESOLUTION NO. 2020-150

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING PURCHASE OF AMMUNITION FOR THE POLICE DEPARTMENT

WHEREAS, the City of Asbury Park ("City") has a need to purchase ammunition and for the Police Department; and

WHEREAS, the City has obtained the attached quotes totaling \$9,560.00:

- Eagle Point Gun Shop in the amount of \$9,560.00 on State Contract #17-FLEET-00721, T0106

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$9,560.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 0-01-25-240-000-221. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of ammunition for the Police Department in the amount of \$9,560.00 and a copy of this Resolution shall be provided to the Chief of Police, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-150 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

CERTIFIED BY ME THIS 23rd DAY OF April, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

R-006097

ASBURY PARK POLICE DEPARTMENT
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

Firearms Unit

TO: Chief David Kelso
FROM: Lieutenant Daniel Kowsaluk
SUBJECT: Firearms Supplies
DATE: March 17, 2020

ASBURY PARK POLICE
2020 MAR 18 AM 10:19

Chief,

Attached to this memo is a quote for ammunition needed for 2020 firearms training. I just received ammunition but part of it was a back order for 2019. We also just used 15,000 rounds for Class II Special Officers at MCPA which I did not account for. Please let me know if you have any questions.

Dan

Eagle Point

2020 MAR 18 AM 10:19
ASBURY PARK POLICE

Attachment: EAGLE POINT GUN AMMUNITION QUOTES R-006097 (2020-150 : Purchase of Ammunition for the Police Department)

Thomas J. Morris III

Eagle Point Gun/T.J.Morris & Son
1707 Third Street
Thorofare, New Jersey 08086
PH 856-848-6945
FX 856-384-2938
EM majortjmorrisiii@comcast.net

17MAR20

Morning Daniel,

Pursuant to your below Request, the following official written letterhead quotation is provided. The prices are Federal Excise Tax exempt for State/County/Municipal purchase. The items quoted on are factory new by CCI/Speer. There is no minimum or maximum order BUT ammunition must be ordered in full case lots and I have quoted by the case. While I used the quantity indicated in your Request to give you totals, should you decide on a different quantity, just use the Unit prices provided to determine your new totals. The prices include the freight, tailgate delivery, and would normally be a drop ship direct from the Manufacturer to your Department location in New Jersey. Delivery times for factory drop ships of ammunition have been running 30-120 days ARO for most items and vary per item. In stock items may also be picked up here at the same prices and I will indicate what is in stock as of today BUT my inventory changes on a daily basis. Although I have the Contract for Federal Cartridge ammunition pursuant to New Jersey State Contract #17-FLEET-00721, T # T0106, Line #3 that went into effect on 15MAY19, I do not have the Contract for CCI/Speer so the below prices are just a quote BUT should be below the current New Jersey State Contract prices. I have attached a copy of the New Jersey State Contract award and Federal Cartridge ammunition price list for your file. I have also attached a copy of our New Jersey State Wide Flier dated 01OCT19 for your file. We also have the current New Jersey State Contract for Federal Cartridge ammunition, Remington Arms ammunition and firearms, PMC ammunition, PolyFrang ammunition, MACE, Speedwell paper and cardboard targets, EOTech sights, Benelli firearms, Heckler & Koch firearms, Walther firearms, and other items. I quoted on the 165gr. as well as that would match the weight of the #53970. They are the same price.

.40 cal. 165gr. TMJ Reduced Lead CCI/Speer Lawman Clean Fire #53954 @ \$239.00 per case of 1,000 rds. X 40,000 rds. (40 cases) = \$9,560.00. (350,000 tds. In Stock).

Attachment: EAGLE POINT GUN AMMUNITION QUOTES R-006097 (2020-150 : Purchase of Ammunition for the Police Department)

The above are what you asked about. Let us know what you want to do and feel free to contact us if we can ever be of service in the future. We appreciate your business!!

We sell Federal Cartridge ammunition, Speedwell paper/plastic/cardboard/metal targets, CCI/Speer ammunition, Hornady ammunition, PMC ammunition, PolyFrang ammunition, Wolf ammunition (762X39 and 762X54R only), Dummy Training Rounds, Winchester and Federal Lake City and RWS/RUAG and FIOCCHI blank ammunition, Remington ammunition and firearms and firearms accessories, Sig Sauer firearms, Benelli firearms, Walther firearms, Heckler & Koch firearms, Springfield Armory firearms, Bushmaster firearms, DPMS firearms, Stag Arms firearms, Rock River firearms, MACE, ALS/PACEM Less Lethal, Eagle Industries nylon gun cases and accessories, Blackhawk accessories, Gransfors Bruks axes, Peerless cuffs and irons, EOTech gun sights, Aimpoint gun sights, Surefire lights, Hoppes, Break Free/CLP, Shooters Choice /Ventco Industries, Southern Bloomer, Outers, Seal One, Pro-Shot, and other items. We also take used weapons in trade for credit against everything that we sell. We're here when you need us.

As always,
Tom

Thomas J. Morris III
Eagle Point Gun/T.J.Morris & Son
1707 Third Street
Thorofare, New Jersey 08086
PH 856-848-6945
FX 856-384-2938
EM majortjmorrisiii@comcast.net

New! Join our email list to stay updated on the latest news: [Click Here](#)

Thomas J. Morris III
Eagle Point Gun/T.J.Morris & Son
1707 Third Street
Thorofare, New Jersey 08086
PH 856-848-6945
FX 856-384-2938
EM majortjmorrisiii@comcast.net



RESOLUTION NO. 2020-151

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING AN APPOINTMENT TO THE HOUSING AUTHORITY

WHEREAS, Section 2:37.2 of the Code of the City of Asbury Park provides for the Creation of the Housing Authority (also referenced as the “Authority”) in and for the City of Asbury Park; and

WHEREAS, Section 2:37.3 of the Code of the City of Asbury Park provides for five (5) members to be appointed by the City Council; and

WHEREAS, the Mayor and Council wish to appoint an individual to serve on the Authority, in accordance with the provisions set forth in Section 2:37.3 of the Code of the City of Asbury Park.

NOW, THEREFORE, BE IT RESOLVED, that the following individual is hereby appointed to serve on the Housing Authority:

Appointee

Term to Expire

Donna Troppoli

4/22/2025

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-151 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

CERTIFIED BY ME THIS 23rd DAY OF April, 2020.

**MELODY HARTSGROVE
DEPUTY CITY CLERK**



RESOLUTION NO. 2020-152

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION ESTABLISHING REGULATIONS FOR THE 2020 BEACH SEASON

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Asbury Park that the dates for the closing of the beaches to the general public and residents of the City of Asbury Park during 2020 between the hours of 9AM and 5PM Monday through Friday and 9AM and 6PM weekends and holidays shall be as follows:

1. All City Beaches from the Ocean Grove border to the Loch Arbour border shall be closed weekends and holidays ONLY on May 23rd, 24th, & 25th, May 30, May 31st, and June, 6th and June 7th.
2. All City Beaches from the Ocean Grove border northward to the Loch Arbour border shall be closed from June 13, 2020 thru September 7, 2020.
3. The Beach between the two northern jetties opposite Deal Lake Drive and Eighth Avenue shall be closed from June 13, 2020 through September 7, 2020 for the purpose of surfing only.
4. City Beaches may remain closed on the weekends of September 12th -13th, 2020 and/or September 19-20, 2020 provided the Beach Supervisor deems conditions are appropriate for bathing.

BE IT FURTHER RESOLVED that the beaches designated closed to the general public and residents of the City of Asbury Park according to the aforementioned schedule are hereby designated as bathing beaches and a surfing beach. The bathing and surfing beaches are only those areas that are protected by ropes, flags, buoys, boats and lifeguards, which are to be provided by the City of Asbury Park during the hours of said beach closing. The areas of the closed beaches that are not designated as bathing or surfing beaches shall be used as sun beaches under the jurisdiction and control of lifeguards and other personnel employed by the Beach Bathing Supervisor.

BE IT FURTHER RESOLVED that tents, canopies and similar enclosures/weather shields are prohibited on City beaches, except as specifically permitted by approval of the City. This prohibition shall not, however, include the following devices, which shall be permitted: (1) baby tents no larger than forty-eight (48) inches high by forty-nine (49) inches wide by thirty-six

(36) inches deep which are utilized for infants and small children; (2) traditional collapsible umbrellas utilized for shade purposes and/or protection from the weather, consisting of fabric stretched over hinged ribs radiating from a central pole, with a diameter, when opened, not to exceed six (6) feet wide; and (3) a fabric shield which is attached to and extends outward from the top of a beach chair to provide shade to the occupant who is seated in the beach chair.

BE IT FURTHER RESOLVED that seasonal and daily beach passes will be sold in accordance with the fee schedule herein pursuant to City Ordinance (Chapter V Section 5-3.1 entitled “Fees” of the revised general ordinance of the City of Asbury Park) to allow the general public and city residents access and use of beaches that are closed according to the aforementioned schedule.

Fee Schedule 2020

Daily Monday through Friday-\$5 per person

Daily Weekends and Holidays-\$7 per person

Children 12 years of age and under shall be admitted free of charge when accompanied by an adult

Teen Seasonal-13 years of age through 17 years of age-\$20 per person

Adult Seasonal-18 years of age through 61 years of age-\$70 per person

Senior Seasonal-62 years of age and over-\$20 per person

Hotels, Motels, Rooming Houses-\$70 per guest per season

Replacement for Seasonal Badge-\$70 Regular, \$20 Teen, \$20 Senior & \$70 Hotel/Motel

BE IT FURTHER RESOLVED, the Beach Supervisor may lower or eliminate the cost of a beach ticket for special days or use by City Recreation Programs with the concurrence of the City Manager and approval from the Mayor and Council.

BE IT FURTHER RESOLVED that Active Duty Military personnel and their dependents and Disabled Veterans and Retired Veterans be admitted free to City Beaches upon presentation of a DOD Uniformed Services ID Card or an Award Letter from the Department of Veteran Affairs, respectively.

BE IT FURTHER RESOLVED that Garrett L. Giberson is authorized to execute the NJ Transit 2020 Summer Beach Promotion Agreement, whereby NJ Transit will promote a round-trip transportation beach fee package at a daily rate per persons twelve (12) years or older, from May 23rd, 2020 through September 7, 2020. NJ Transit will advertise the promotion via its website, the City's website, NJ Transit On-Hold Message, E-Mail Blast, AP Press Release and Quick-Tik Message. NJ Transit, at select ticket offices and ticket vending machines, will sell the special beach packages. NJ Transit will reimburse the City at a daily rate of \$3.50 per ticket returned to NJ Transit.

BE IT FURTHER RESOLVED that Chair Storage Lockers be available to 2020 season beach pass holders at an annual seasonal rental of \$225 per locker-limit of one locker per season pass holder, during the period of the Friday prior to Memorial Day through September 8th. Lockers will be rented on a first come, first serve basis and renters will be given a renewal option for the following year's bathing season.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-152 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

CERTIFIED BY ME THIS 23rd DAY OF April, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2020-5**

**AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 7-14, ENTITLED
“PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS,” OF
CHAPTER VII, “TRAFFIC,” OF THE “CODE OF THE CITY OF ASBURY PARK,
NEW JERSEY” ACCORDINGLY**

WHEREAS, the City of Asbury Park (the “City”) previously designated certain regulations prohibiting parking during certain hours on certain streets, as set forth in Section 7-14, entitled “Parking Prohibited During Certain Hours on Certain Streets,” of Chapter VII, “Traffic,” of the “Code of the City of Asbury Park, New Jersey”; and

WHEREAS, on February 6, 2018, the Asbury Park Zoning Board of Adjustment adopted a Resolution memorializing the approval of a development application made by College Achieve Charter Public Schools, Inc. (also referenced as the “applicant”), relative to the property located at 508 Third Avenue (Block 3404, Lot 4), to operate a Charter School at said location; and

WHEREAS, one of the conditions of said approval required the applicant to diligently proceed to obtain approval of the Mayor and Council to create a no parking zone in a specific area along Grand Avenue which is adjacent to the proposed Charter School; and

WHEREAS, the Mayor and Council wish to approve this request, and hereby wish to amend and supplement the City Code as set forth below.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that a new restriction related to prohibited parking during certain hours on Grand Avenue is hereby established as set forth herein.

BE IT FURTHER ORDAINED, that Subsection “Monday Through Friday,” of Section 7-14 entitled “Parking Prohibited During Certain Hours on Certain Streets,” of Chapter VII, “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in order to add the following (additions are shown with underline):

CHAPTER VII

TRAFFIC

7-14 PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS.

No person shall park or stand a vehicle between the hours specified any day (except Sundays and public holidays) upon any of the streets described, except where other parking regulations have been provided for.

Monday Through Friday

<i>Name of Street</i>	<i>Sides</i>	<i>Hours</i>	<i>Location</i>
<u>Grand Avenue</u>	<u>West</u>	<u>7:30 a.m. to 8:00 a.m.; and 3:30 p.m. to 4:00 p.m.</u>	<u>Beginning at a point 25 feet south of the Southwest corner of Third Avenue and Grand Avenue, and extending in southerly direction to a point 120 feet south therefrom.</u>

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2020-5 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2020-6**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VII OF THE
CODE OF THE CITY OF ASBURY PARK REGARDING TRAFFIC REGULATIONS**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Director of Transportation on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended traffic regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

§ 28-1.8 Nuisances.
[2000 Code § 28-1.8]

- b. Nuisance Declared. The following matters, things, conditions, or acts are hereby declared to be a nuisance and injurious to the health of the inhabitants of this City:

11. Abandoned Motor Vehicles.

- b) Definitions. As used in this section:

ABANDON (with respect to public streets, public highways and public property)

shall mean and include, any motor vehicle which:

- (1) Is parked without the current year's registration or identification markers as required by law; or
- (2) Is so disabled as to constitute an obstruction to traffic, and the driver or

person owning or in charge thereof neglects or refuses to move the same to a place where it will not obstruct traffic; or

(3) Is found to be mechanically inoperative for a period of seven (7) days; or (4) Is found without one (1) or more tires, or is found with one (1) or more flat tires, for a period of seven (7) days.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2020-6 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2020-8**

BOND ORDINANCE PROVIDING FOR IMPROVEMENTS TO MEMORIAL DRIVE (A TRANSPORTATION UTILITY IMPROVEMENT), BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$5,250,000 THEREFOR (INCLUDING A GRANT EXPECTED TO BE RECEIVED FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION) AND AUTHORIZING THE ISSUANCE OF \$5,250,000 BONDS OR NOTES OF THE CITY TO FINANCE THE COST THEREOF

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), **AS FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”) as Transportation Utility improvements. For the said improvements or purposes stated in Section 3, there is hereby appropriated the sum of \$5,250,000 which is inclusive of a grant in the amount of \$339,686 expected to be received from the New Jersey Department of Transportation (the “Grant”). Pursuant to N.J.S.A. 40A:2-11(c), as amended and supplemented, no down payment is required for the improvements or purposes set forth in Section 3 hereof, as a portion of such project is expected to be funded by the Grant.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the \$5,250,000 appropriation, and until said Grant is received, negotiable bonds of the Transportation Utility of the City are hereby authorized to

be issued in the principal amount of \$5,250,000 pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Transportation Utility of the City in a principal amount not exceeding \$5,250,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law. Upon the City's receipt of the Grant, the bonds and notes authorized by this Section 2 hereof shall be reduced by the Grant in accordance with Section 4 hereof.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued are various improvements to Memorial Drive, including, but not limited to, sanitary sewer system improvements and/or replacement including, but not limited to, installation of piping and precast concrete structures; storm water collection system improvements and/or replacement including, but not limited to, installation of reinforced concrete piping; roadway improvements and parking improvements including, but not limited to, as applicable, excavation, milling, paving, reconstruction and boxing out and resurfacing or full depth pavement replacement, drainage improvements, regrading of gutters and/or installation of new inlets, the repairing and/or installation of associated, curbs, sidewalks, ramps in compliance with ADA, driveway aprons, resetting utility castings, manholes, and roadway painting, landscaping, and aesthetic improvements; and bicycle facility and pedestrian improvements including, but not limited to, acquisition and installation, as applicable of traffic signals and traffic stripes; and also including all preliminary expenses associated with said improvements including, but not limited to, architectural, engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents,

construction inspection and contract administration, site work, testing, and debris removal and/or clean up; and all work materials equipment, labor and appurtenances necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$5,250,000. Upon the City's receipt of the Grant, the maximum amount of bonds or notes issued for said improvements or purposes shall be reduced by such amounts in accordance with Section 4 hereof.

(c) The estimated cost of said improvements or purposes is \$5,250,000.

SECTION 4. In the event the United States of America, the State of New Jersey, the County of Monmouth, and/or a private entity, make a contribution or grant in aid to the City, including the Grant, for the improvements and purposes authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity, including the Grant, shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purposes.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the City, provided that no note shall mature later than one (1) year from its date or otherwise authorized by the Local Bond Law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Capital Budget of the Transportation Utility of the City is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency, a resolution in the form

promulgated by the Local Finance Board showing full detail of the amended Capital Budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs will be on file in the office of the Clerk and will be available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense and is an improvement which the City may lawfully undertake as a transportation utility improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 20 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$5,250,000 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$1,050,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

SECTION 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the bonds or notes authorized by this bond ordinance. The bonds or notes shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the City for the payment of the bonds or notes and the interest thereon without limitation as to rate or amount.

SECTION 9. The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to

enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The City covenants to maintain the exclusion from gross income under section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

ADOPTED ON FIRST READING

DATED: March 25, 2020

MELODY HARTSGROVE,
Deputy Clerk of the City of Asbury Park

ADOPTED ON SECOND READING

DATED: April 7, 2020

MELODY HARTSGROVE,
Deputy Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS ____ DAY OF _____, 2020.

JOHN MOOR,
Mayor of the City of Asbury Park

CITY COUNCIL OF THE CITY OF ASBURY PARK

PUBLIC NOTICE

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on March 25, 2020. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at City Council Chambers, One Municipal Plaza, Asbury Park, New Jersey, on April 7, 2020 at 7:00 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS TO MEMORIAL DRIVE, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$5,250,000 THEREFOR (INCLUDING A NEW JERSEY DEPARTMENT OF TRANSPORTATION GRANT) AND AUTHORIZING THE ISSUANCE OF \$5,250,000 BONDS OR NOTES OF THE CITY TO FINANCE THE COST THEREOF
Purpose(s):	Various Improvements To Memorial Drive, Including, But Not Limited To, Sanitary Sewer System Improvements And/Or Replacement Including, But Not Limited To, Installation Of Piping And Precast Concrete Structures; Storm Water Collection System Improvements And/Or Replacement Including, But Not Limited To, Installation Of Reinforced Concrete Piping; Roadway Improvements And Parking Improvements Including, But Not Limited To, As Applicable, Excavation, Milling, Paving, Reconstruction And Boxing Out And Resurfacing Or Full Depth Pavement Replacement, Drainage Improvements, Regrading Of Gutters And/Or Installation Of New Inlets, The Repairing And/Or Installation Of Associated, Curbs, Sidewalks, Ramps In Compliance With ADA, Driveway Aprons, Resetting Utility Castings, Manholes, And Roadway Painting, Landscaping, And Aesthetic Improvements; And Bicycle Facility And Pedestrian Improvements Including, But Not Limited To, Acquisition And Installation, As Applicable Of Traffic Signals And Traffic Stripes
Appropriation:	\$5,250,000
Bonds/Notes	\$5,250,000
Authorized:	
Grants	\$339,686 (New Jersey Department of Transportation)
Appropriated:	
Section 20 Costs:	\$1,050,000
Useful Life:	20 years

MELODY HARTSGROVE
DEPUTY CLERK OF THE CITY OF ASBURY PARK

CITY COUNCIL OF THE CITY OF ASBURY PARK

PUBLIC NOTICE

BOND ORDINANCE STATEMENTS AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey on April 7, 2020 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS TO MEMORIAL DRIVE, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$5,250,000 THEREFOR (INCLUDING A NEW JERSEY DEPARTMENT OF TRANSPORTATION GRANT) AND AUTHORIZING THE ISSUANCE OF \$5,250,000 BONDS OR NOTES OF THE CITY TO FINANCE THE COST THEREOF
Purpose(s):	Various Improvements To Memorial Drive, Including, But Not Limited To, Sanitary Sewer System Improvements And/Or Replacement Including, But Not Limited To, Installation Of Piping And Precast Concrete Structures; Storm Water Collection System Improvements And/Or Replacement Including, But Not Limited To, Installation Of Reinforced Concrete Piping; Roadway Improvements And Parking Improvements Including, But Not Limited To, As Applicable, Excavation, Milling, Paving, Reconstruction And Boxing Out And Resurfacing Or Full Depth Pavement Replacement, Drainage Improvements, Regrading Of Gutters And/Or Installation Of New Inlets, The Repairing And/Or Installation Of Associated, Curbs, Sidewalks, Ramps In Compliance With ADA, Driveway Aprons, Resetting Utility Castings, Manholes, And Roadway Painting, Landscaping, And Aesthetic Improvements; And Bicycle Facility And Pedestrian Improvements Including, But Not Limited To, Acquisition And Installation, As Applicable Of Traffic Signals And Traffic Stripes
Appropriation:	\$5,250,000
Bonds/Notes Authorized:	\$5,250,000
Grants	\$339,686 (New Jersey Department of Transportation)
Appropriated:	
Section 20 Costs:	\$1,050,000
Useful Life:	20 years

MELODY HARTSGROVE
DEPUTY CLERK OF THE CITY OF ASBURY PARK

CERTIFICATE OF INTRODUCTION

I, the undersigned Deputy Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on March 25, 2020 at 7:00 p.m. at City Council Chambers, One Municipal Plaza, Asbury Park, in said County, and that the following was the roll call:

Present:

Absent:

I DO HEREBY FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of _____, 2020.

(SEAL)

MELODY HARTSGROVE
DEPUTY CLERK OF THE CITY OF ASBURY PARK

CERTIFICATE OF FINAL ADOPTION

I, the undersigned Deputy Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on April 7, 2020, at 7:00 p.m. at City Council Chambers, One Municipal Plaza, Asbury Park, in said County, and that the following was the roll call:

Present:

Absent:

I DO HEREBY FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of _____, 2020.

(SEAL)

MELODY HARTSGROVE
DEPUTY CLERK OF THE CITY OF ASBURY PARK

CLERK'S CERTIFICATE

I, MELODY HARTSGROVE, DO HEREBY CERTIFY that I am the Deputy Clerk of the City of Asbury Park, in the County of Monmouth (the "City"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the City. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the City and the records relative to all resolutions and ordinances of the City. The representations made herein are based upon the records of the City. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on March 25, 2020 and finally adopted on April 7, 2020.

2. After introduction, the bond ordinance was published as required by law on _____, 2020 in _____ (the name of the newspaper).

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the City at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the City who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body. Copies of the bond ordinance were made available to all who requested same.

4. After final passage, the bond ordinance was duly approved by the Mayor on _____, 2020 and was duly published as required by law on _____, 2020 in _____ (the name of the newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of this bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, as applicable.

7. The official seal of the City is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of _____, 2020.

(SEAL)

MELODY HARTSGROVE
DEPUTY CLERK OF THE CITY OF ASBURY PARK

CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT

I, the undersigned, Deputy Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by JoAnn Boos, the Chief Financial Officer as of March 25, 2020, that such Supplemental Debt Statement was filed in my office on or by March 25, 2020 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs on _____, 2020.

MELODY HARTSGROVE
DEPUTY CLERK OF THE CITY OF ASBURY PARK

DATED: April 22, 2020

CINDY A. DYE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2020

JOHN MOOR,
Mayor of the City of Asbury Park



**Asbury Park, New Jersey
ORDINANCE NO. 2020-9**

**AN ORDINANCE OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH
AND STATE OF NEW JERSEY ADDING CHAPTER 30-74 "MANDATORY
AFFORDABLE HOUSING SET-ASIDE" TO THE CODE OF THE CITY OF ASBURY
PARK**

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the Land Development Regulations set forth in Chapter 30 of the Code of the City of Asbury Park (the "Code") are hereby amended and supplemented in order to establish a new Section 74 thereof, to be entitled "Mandatory Affordable Housing Set-Aside," as set forth below:

Section I.

Chapter 30, Section 74, entitled "Mandatory Affordable Housing Set-Aside" is hereby created and shall be added to the Code to read as follows:

- a. *General Application.* A mandatory affordable housing set-aside requirement shall apply beginning with the effective date of this ordinance to any multi-family or attached dwelling residential development, including the residential portion of a mixed-use project, which consists of five (5) or more new residential units that exceed the otherwise permitted density, which are created as a result of a zoning amendment, or by a variance granted by the Zoning Board of Adjustment, or by the adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation as set forth below:
 1. For inclusionary projects in which the low- and moderate-income units are to be offered for sale, the set-aside percentage shall be twenty (20) percent; for projects in which the low- and moderate-income units are to be offered for rent, the set-aside percentage shall be twenty (20) percent.
 2. This requirement does not apply to any sites or specific zones otherwise identified in the Fair Share Plan, for which density and set-aside standards shall be governed by the specific standards set forth therein.
 3. For any such development for which the City's land use ordinances (e.g. zoning or an adopted Redevelopment Plan) already permit residential development as of the effective date of this Ordinance No. _____, adopted _____, this requirement shall only apply if the City permits an increase

of five (5) or more residential units beyond that which is currently permitted (e.g. zoning or an adopted Redevelopment Plan).

4. The affordable units shall comply with the City's affordable housing regulations in Chapter 31. This includes, but is not limited to, affordability controls of not less than thirty (30) years, proper distribution of one, two, and three bedroom affordable units, proper distribution of very-low, low and moderate income units, and affirmative marketing.
5. A property shall not be permitted to be subdivided so as to avoid meeting this requirement. The Board may impose any reasonable conditions to ensure such compliance.
6. Nothing in this subsection precludes the City from imposing an affordable housing set aside in a development not required to have a set-aside pursuant to this subsection consistent with N.J.S.A. 52:27D-311(h) and other applicable law.
7. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project.

Section II. Repealer. All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section III. Severability. If any section, subsection, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

Section IV. Effective Date. This ordinance shall take effect upon its passage and publication, as required by law.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2020-9 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

MELODY HARTSGROVE

DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2020-10**

**AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE
CITY OF ASBURY PARK TO AMEND ARTICLE VIII REDEVELOPMENT PLANS,
SECTION 30-110.4 SPRINGWOOD AVENUE REDEVELOPMENT PLAN,
CONSISTENT WITH AND DESIGNED TO EFFECTUATE THE CITY'S ADOPTED
2019 THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN**

WHEREAS, the Planning Board adopted a Master Plan & Master Plan Reexamination Report in December 2017 that includes Housing Objectives and recommendations;

WHEREAS, the Master Plan & Master Plan Reexamination Report recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects are consistent with State standards, and adoption of a housing element and fair share plan;

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in February 2019 that recommended amendments to the City's Land Development Regulations intended to promote and incentivize the creation of affordable housing units in inclusionary development;

WHEREAS, the Third Round Housing Element and Fair Share Plan recommended amending the Springwood Avenue Redevelopment Plan to replace the "growth share" requirements with inclusionary housing requirements consistent with N.J.A.C. 5:93, the substantive rules of the Council on Affordable Housing;

WHEREAS, the amended Redevelopment Plan standards herein are consistent with the 2019 Housing Element and Fair Share Plan; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the Springwood Avenue Redevelopment Plan is hereby amended to provide new inclusionary housing standards as follows:

SECTION 1. Amend Section 30-110.4 Springwood Avenue Redevelopment Plan as follows:

Additions are shown as **thus**; deletions shown as **~~thus~~**

...

Ordinance No. 2019-_____ adopted _____-2019. Amends the affordable housing requirements in the Springwood Avenue Redevelopment Plan.

SECTION 2. Amend the 2018 Amended Springwood Avenue Redevelopment Plan, Affordable Housing, Development Standards, page 36:

Additions are shown as **thus**; deletions shown as ~~thus~~

...

Affordable housing units must reflect the economic realities of the City's lower-income populations and the City's median household income. At least 20% of new residential units are required to be sold or rented at levels affordable to low and moderate income households. Payments in-lieu of providing affordable housing on-site are not permitted when the development includes residential units. **Nonresidential development shall be subject to the statewide nonresidential development fee, consistent with § 88-5 of the City Code.**

Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80- 26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low- and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).

~~In mixed use projects, non-residential development shall provide one (1) affordable housing unit on-site for every 25 jobs created by new or expanded non-residential development. In mixed use developments where the non-residential development creates less than twenty-five (25) jobs based on the COAH rules, at least one affordable unit will be constructed on-site to satisfy the non-residential affordable housing obligation. Determination of the number of jobs created shall be based on the new or expanded gross floor area in the development and the conversion factors, by use group, published by COAH as Appendix E in N.J.A.C. 5:94-1 et. seq.~~

~~Where the proposed development contains exclusively non-residential use, and the identified redeveloper is not constructing residential units elsewhere in the Springwood Avenue Redevelopment Area, the redeveloper may provide the required affordable units in a location outside of the Area in a location reasonably comparable to the development as approved by the City. Alternatively, the redeveloper may provide a payment in lieu of constructing the required affordable units, which payment shall represent the subsidy required to make market housing units affordable. Exempted from this provision shall be the following types of development which do not constitute a portion of the state or housing region's tax ratable wealth: educational, cultural and outdoor recreational facilities; quasi-public uses such as churches, clubs, lodges or similar uses; and public uses.~~

...

Section 3. Severability.

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the City of Asbury Park declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 4. Effective Date.

This ordinance shall take effect immediately upon passage and publication according to law.

Section 5. Repealer.

All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2020-10 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2020-11**

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF ASBURY PARK TO AMEND ARTICLE VI ZONING, SECTION 30-70.6 (R3) MEDIUM DENSITY MULTIFAMILY RESIDENTIAL ZONE, AND TO CREATE A NEW “DEAL LAKE DRIVE INCLUSIONARY HOUSING OVERLAY DISTRICT” CONSISTENT WITH AND DESIGNED TO EFFECTUATE THE CITY’S ADOPTED 2019 THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Planning Board adopted a Master Plan & Master Plan Reexamination Report in December 2017 that includes Housing Objectives and recommendations;

WHEREAS, the Master Plan & Master Plan Reexamination Report recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects are consistent with State standards, and adoption of a housing element and fair share plan;

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in February 2019 that recommended amendments to the City’s Land Development Regulations intended to promote and incentivize the creation of affordable housing units in inclusionary development;

WHEREAS, the Third Round Housing Element and Fair Share Plan recommended amending a portion of the R3 District along Deal Lake Drive to create a new overlay zoning district that incentivizes inclusionary housing consistent with N.J.A.C. 5:93, the substantive rules of the Council on Affordable Housing;

WHEREAS, the portion of the R3 District along Deal Lake Drive recommended for change include Block 3703, Lots 1, 2, 3 portion of Lot 5; Block 3704, Lots portion of 1, 2; Block 3705, Lots 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14;

WHEREAS, the overlay district standards herein are consistent with the 2019 Housing Element and Fair Share Plan; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the Deal Lake Drive Inclusionary Housing Overlay is hereby created for a portion of the R3 District along Deal Lake Drive, and the code of the City of Asbury Park is hereby amended, as follows:

SECTION 1. Amend Section 30- 66.1 Designation of Zoning Districts as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

Deal Lake Drive Inclusionary Housing Overlay

SECTION 2. Amend Section 30-66.2A Zoning Map Amendments as follows:

Additions are shown as **thus**; deletions shown as **~~thus~~**

...

b. Deal Lake Drive Inclusionary Housing Overlay District.

- 1. The City has updated the Zoning Map to add the Deal Lake Drive Inclusionary Housing Overlay District.**
- 2. The areas added were based upon Ordinance 2019- .**
- 3. The specific changes to the Zoning Map are as follows:**
 - (a) The Deal Lake Drive Inclusionary Housing Overlay District boundary has been added to Block 3703, Lots 1, 2, 3, 5; Block 3704, Lots 1, 2; Block 3705, Lots 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14;**

...

SECTION 3. Amend Section 30-70.6 (R3) - Medium Density Multifamily Residential Zone as follows:

Additions are shown as **thus**; deletions shown as **~~thus~~**

...

c. Permitted Conditional Uses. Pursuant to § 30-76.3 of this chapter:

- 1. Major home occupations.**
- 2. Funeral homes and houses of worship.**
- 3. Attached single-family residential developments of tracts of at least twenty-two thousand (22,000) square feet and a maximum residential density of ten (10) dwelling units per acre.**
- 4. ~~Mid-rise multifamily residential buildings on tracts of twenty thousand (20,000) square feet or greater and a maximum height of five (5) stories and sixty (60) feet with common hallways accessible to not more than five (5) dwelling units per hallway and a maximum residential density of fifty (50) dwelling units per acre at a floor area ratio of 2.0.~~**

...

SECTION 4. Add Section 30-70.7 Deal Lake Drive Inclusionary Housing Overlay District as follows:

- a. Purpose. The following provides for alternative zoning via overlay zoning that is applicable when five or more new units are created.**
- b. Permitted Principal Uses.**
 - 1. Multi-family Dwellings with a 20% set-aside of low and moderate income housing.**

- c. Permitted Accessory Uses.
 - 1. Accessory buildings.
 - 2. Private recreational facilities and common open space.
 - 3. Off-street parking facilities, including garages and/or structured parking
 - 4. Minor home occupations.
 - 5. Uses which are customary and incidental to the principal use.
- d. Permitted Conditional Uses.
 - 1. None.
- e. Off-street Parking Requirements
 - 1. Parking shall be provided pursuant to Section 30-59.5. with the exception that parking shall not be required for low, moderate and middle income units.
- f. Affordable Housing Requirement
 - 1. Additional density of five (5) units per acre shall be provided where 8% or more of new residential units are reserved for middle income housing and where 20% or more of new residential units are reserved for low and moderate income housing. The set-aside requirement for low and moderate income housing units shall be required whenever five (5) or more new residential units are created, even if middle income units are provided.
 - 2. Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80- 26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low- and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).
- g. Bulk Standards and Site Design.
 - 1. Minimum Lot Size: Lot size existing as of the effective date of this Ordinance
 - 2. Minimum Lot Width: 20 feet
 - 3. Minimum Front Yard: 30 feet
 - 4. Maximum Front Yard: 50 feet
 - 5. Minimum Side Yard: 10 feet
 - 6. Minimum Rear Yard: 30 feet
 - 7. Minimum Density: 30 du/ac
 - 8. Maximum Density: 60 du/ac
 - 9. Maximum FAR: 1.7
 - 10. Maximum Building Cover: 50%

11. Maximum Lot Cover: 80%
12. Maximum Principal Building Height: 8 st. 90 ft.
13. Maximum Accessory Building Height: 15 feet
14. Parking shall not be located between a building and a public street.
15. A planted buffer strip of not less than 5 feet in width or a solid fence shall be provided along each side or rear property line that abuts a one (1) or two (2) family residence.

h. Building Design.

1. Structured parking that is visible to a public street shall not exceed one story (parking level). Structured parking shall be screened by structural elements that are compatible with the materials and design of the front and side building facades.
2. Building materials and architectural details shall be consistent on all sides of each building.
3. Multiple principal buildings shall be permitted on a lot.
4. Maximum building length: 200 feet.
5. Any facade of a residential building shall not continue on the same plane for a linear distance of more than 75 feet. Minimum two-foot offsets shall be required at breaks in the facade planes.
6. Building facades shall be finished in stone veneer, stucco, brick, fiber cement panel and/or cast stone. Metal shall be used only for minor accentuation of other elements of the facade.
7. Building entrances shall be articulated to make it easily identifiable by visitors and to provide architectural interest. Examples of special features of entrances include, but are not limited to, awnings and architectural treatments.
8. Pedestrian friendly building design and on-site site furnishings (outdoor tables, benches, bicycle racks, etc.) are required along Deal Lake Drive.
9. Roof design:
 - (a) Roof shape, color, and texture shall be coordinated with the exterior materials of the building's facade.
 - (b) Roof design shall minimize the negative impact of roof protrusions by grouping plumbing vents, ducts, and other utility structures together.
 - (c) Rooftop equipment such as mechanical units, vents, and flues shall be located centrally on the building roof, to the extent practicable. Any equipment visible from a publicly accessible area, adjacent lots, and pedestrian corridors shall be screened with solid materials using parapets, pitched roof forms, or penthouses. Screening shall be constructed of the same or complementary material as the building.

Section 5. Severability.

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the City of Asbury Park declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 6. Repealer.

All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 7. Effective Date.

This ordinance shall take effect immediately upon passage and publication according to law.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2020-11 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2020-12**

**AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE
CITY OF ASBURY PARK TO AMEND ARTICLE VIII REDEVELOPMENT PLANS,
SECTION 30-110.2 MAIN STREET REDEVELOPMENT PLAN, CONSISTENT WITH
AND DESIGNED TO EFFECTUATE THE CITY'S ADOPTED 2019 THIRD ROUND
HOUSING ELEMENT AND FAIR SHARE PLAN**

WHEREAS, the Planning Board adopted a Master Plan & Master Plan Reexamination Report in December 2017 that includes a Housing Objectives and recommendations;

WHEREAS, the Master Plan & Master Plan Reexamination Report recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects are consistent with State standards, and adoption of a housing element and fair share plan;

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in February 2019 that recommended amendments to the City's Land Development Regulations intended to promote and incentivize the creation of affordable housing units in inclusionary development;

WHEREAS, the Third Round Housing Element and Fair Share Plan recommended amending the Main street Redevelopment Plan to promote and incentivize inclusionary housing requirements consistent with N.J.A.C. 5:93, the substantive rules of the Council on Affordable Housing;

WHEREAS, the amended Redevelopment Plan standards herein are consistent with the 2019 Housing Element and Fair Share Plan; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the Main Street Redevelopment Plan is hereby amended to provide new inclusionary housing standards as follows:

SECTION 1. Amend Section 30-110.2 Main Street Redevelopment Plan as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

Ordinance No. 2019-_____ adopted _____-2019. Amends the affordable housing requirements in the Main Street Redevelopment Plan.

SECTION 2. Amend the 2018 Amended Main Street Redevelopment Plan, Proposed Land Uses & Building Requirements by Character District, Land Uses, page 38:

Additions are shown as **thus**; deletions shown as ~~thus~~

...

Principal Land Uses, Sunset Park:

Open space; multifamily residential (except on ground floor); art galleries and exhibition spaces; professional, medical, and business offices; retail stores; restaurants (dine-in), **personal services**.

SECTION 3. Amend the 2018 Amended Main Street Redevelopment Plan, Proposed Land Uses & Building Requirements by Character District, Bulk & Lot Requirements, page 39:

Additions are shown as **thus**; deletions shown as ~~thus~~

...

Height, Civic Core / South Gateway:

Min. 2 to max. 8 stories, or 90 feet

Height, Community Shopping Zone:

Min. 1 to max 4 stories, or 45 feet

Height, Asbury Avenue Gateway:

Min. 1 to max 5 stories, or 55 feet

Height, Sunset Park:

Min. 1 to max 5 stories, or 55 feet

Height, North Gateway:

Min. 1 to max 5 stories, or 55 feet

SECTION 4, Amend the 2018 Amended Main Street Redevelopment Plan, Parking Requirements, Parking Standards table, Residential Land Uses, page 42:

Additions are shown as **thus**; deletions shown as ~~thus~~

Low, moderate and middle income residences, per unit, 0 spaces minimum, 2 spaces maximum.

SECTION 5. Amend the 2018 Amended Main Street Redevelopment Plan Recommended Redevelopment or Rehabilitation Activities & Identification of Redevelopment or Rehabilitation Parcels, page 49:

Additions are shown as **thus**; deletions shown as **~~thus~~**

Municipal Building Redevelopment. Parcels 113.2 and 113.1 are recommended for redevelopment. These parcels are currently owned by the City of Asbury Park. These parcels would be developed in phases with a new municipal building and mixed-used structures with ground floor retail and upper-story offices and residential units. **The residential units shall be subject to a 25% set-aside of low- and moderate-income housing.** The mixed use structures would wrap around a parking garage that would serve this district. The Transportation Center and its surroundings would be improved in accordance with the Asbury Park Transportation Improvement Study.

SECTION 6. Amend the 2018 Amended Main Street Redevelopment Plan, Affordable Housing, page 51:

Additions are shown as **thus**; deletions shown as **~~thus~~**

The City's Master Plan includes two specific objectives regarding affordable housing:

- Balance housing options in the City, including affordable housing for low and moderate-income households. Encourage the continued development of a variety of housing ranging from affordable to middle income and market rate units.
- To fully integrate affordable housing throughout the City both within projects and geographically throughout Asbury Park.

The Main Street Redevelopment Area is envisioned to include new residential development. New residential development within this Redevelopment Area must contribute toward meeting the aforementioned City-wide objectives delineated in the City's Master Plan. **The creation of five (5) or more new residential units shall require a 20% set-aside of low and moderate income housing units of the new units, with the exception of the Municipal Building Redevelopment parcel, which shall provide a 25% set-aside of low and moderate income housing.**

Additional density of five (5) units per acre above the permitted maximum density shall be provided where 8% or more of new residential units are reserved for middle income housing and where 20% or more of new residential units are reserved for low and moderate income housing. The set-aside requirement for low and moderate income housing units shall be required whenever five (5) or more new residential units are created, even if middle income units are provided.

Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80- 26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low- and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).

Section 7. Severability.

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the City of Asbury Park declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 8. Effective Date.

This ordinance shall take effect immediately upon passage and publication according to law.

Section 9. Repealer.

All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2020-12 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2020-13**

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF ASBURY PARK TO AMEND ARTICLE VI ZONING, SECTION 30-71.3 (B1) DOWNTOWN RETAIL DISTRICT, SECTION 30-71.4 (B2) MAIN STREET RETAIL SALES AND SERVICE AND SECTION 30-71.5 (NC) NEIGHBORHOOD COMMERCIAL DISTRICTS TO CONSOLIDATE ZONE DISTRICTS, AMEND PERMITTED USES AND INCENTIVIZE THE CREATION OF INCLUSIONARY HOUSING CONSISTENT WITH AND DESIGNED TO EFFECTUATE THE CITY'S ADOPTED 2019 THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Planning Board adopted a Master Plan & Master Plan Reexamination Report in December 2017 that includes Land Use and Housing Objectives and recommendations;

WHEREAS, the Master Plan & Master Plan Reexamination Report recommended consolidation of the B2 and NC districts, and modernization of the permitted uses;

WHEREAS, the Master Plan & Master Plan Reexamination Report also recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects are consistent with State standards, and adoption of a housing element and fair share plan;

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in February 2019 that recommended amendments to the City's Land Development Regulations intended to promote and incentivize the creation of affordable housing units in inclusionary development;

WHEREAS, the Third Round Housing Element and Fair Share Plan recommended amending the B2 and NC Districts consistent with the Master Plan & Master Plan Reexamination Report and to incentivize inclusionary housing consistent with N.J.A.C. 5:93, the substantive rules of the Council on Affordable Housing;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the Land Development Regulations as contained in Chapter 30 of the Code of the City of Asbury Park are hereby amended to incentivize new inclusionary housing as follows:

SECTION 1. Amend Section 30- 15 Definitions as follows:

Additions are shown as **thus**; deletions shown as **~~thus~~**

URGENT CARE CENTER

Shall mean any use engaged in providing walk-in, extended hour access for acute illness and injury care that is either beyond the scope or availability of the typical primary care

practice or medical clinic. No overnight patients shall be kept on the premises. Medical offices and hospitals shall not be included.

SECTION 2. Amend Section 30- 66.1 Designation of Zoning Districts as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

~~B1 Downtown Retail District~~

~~B2 Main Street Retail Sales and Service~~

~~NC Neighborhood Commercial~~

B Business District

...

SECTION 3. Amend Section 30-67 Schedule of Zone District Area, Yard and Building Requirements as set forth in the attached. Additions are shown as thus; deletions shown as thus in the attached.

SECTION 4. Amend Section 30-68.3 Height Regulations as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

3. In the ~~B1, B2~~ **B** and LI Zone Districts, penthouses are exempt from height restrictions provided they cover not more than twenty (20%) percent of the main roof area, are not more than twelve (12) feet, and further provided that all building service equipment and appurtenances are enclosed in the penthouse in addition to any use permitted in the zone where located.

...

SECTION 5. Amend Section 30-71.2 Accessory Uses as follows:

Additions are shown as thus; deletions shown as ~~thus~~

Customary accessory uses such as signs (subject to § 30-61) and parking facilities (subject to § 30-59) are permitted in the **B1, B2 B** and LI Zones. Storage trailers are specifically prohibited as accessory uses.

SECTION 6. Delete Section 30-71.4 (B2) - Main Street Retail Sales and Service.

SECTION 7. Rename and Amend Section 30-71.5 (NC) - Neighborhood Commercial as follows:

Additions are shown as thus; deletions shown as ~~thus~~

Section 30-71.5 (~~NC~~) – ~~Neighborhood Commercial~~ **(B) Business District**

a. Permitted Uses.

1. ~~Hardware stores.~~ Stores and shops for the conduct of a retail trade or services not specifically prohibited.

2. Personal services.

3. Take-out and sit-down restaurants.
4. Art galleries, art studios, museums, and theaters along Asbury Avenue.
5. Artist live/work studios
1. ~~Delicatessens.~~
6. Convenience stores.
1. ~~Card and gift shops.~~
1. ~~Pharmacies.~~
1. ~~Florists.~~
7. Business, secretarial, and trade schools.
8. Gymnasiums, and health and fitness clubs.
9. Dance studios, martial arts schools, and similar instructional schools.
10. Laundromats.
1. ~~Dry cleaners and tailors.~~
11. ~~Groceries and supermarkets.~~
11. Business and professional offices, banks, and fiduciary institutions.
12. Medical Offices.
13. Arcades.
14. ~~Automobile rental uses,~~ Automobile rental uses located along Memorial Drive only.
15. Upper story residences subject to subsection f. herein and § 30-73.11.
16. One (1) and two (2) family residences existing as of the date of this Ordinance.

b. Prohibited Uses

1. Nursing homes.
2. Licensed health care facilities.
3. Soup kitchens and food pantries.
4. Houses of worship and places of assembly.
5. Social clubs.
6. Retail and used car sales.
7. Motor vehicle repair garages.
8. Motor vehicle body repair garages.
9. Nightclubs and cabarets.
10. Gas stations.
11. Drive throughs.
12. Sexually oriented land uses.

c. Permitted Accessory Uses.

1. Accessory buildings.
2. Private recreational facilities and common open space.
3. Off-street parking facilities, including garages and/or structured parking
4. Minor home occupations.

d. Permitted Conditional Uses.

1. Urgent Care Center.

2. Microbrewery or brew pub, including distilleries.
3. Sound recording and rehearsal studios above the first floor of a building.

e.e. Off-street Parking Requirements

1. For new development on vacant property: One (1) parking space per three hundred fifty (350) square feet of gross floor area, **with the exception that floor area devoted to low, moderate and middle income housing units shall not require parking.** Parking requirement may be met through lease of Municipal parking within one thousand (1,000) feet of the site.

f. Affordable Housing Requirements

1. The creation of five (5) or more new residential units shall require a 20% set-aside of low and moderate income housing units.
2. Additional density of five (5) units per acre above that which is permitted in the district shall be provided where 8% or more of new residential units are reserved for middle income housing and where 20% or more of new residential units are reserved for low and moderate income housing. The set-aside requirement for low and moderate income housing units shall be required whenever five (5) or more new residential units are created, even if middle income units are provided.
3. Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80- 26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low- and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).

g. Site Design.

1. Parking shall not be located between a building and a public street.
2. A planted buffer strip of not less than 10 feet in width or a solid fence shall be provided along each side or rear property line that abuts a residence.

h. Building Design.

1. First-floor facades containing nonresidential uses which are visible from a public street shall be expressed as building modules that do not exceed 40 feet in width so as to eliminate blank walls, create more interesting architecture, and facilitate small-scale commercial opportunities. Architectural elements including but not limited to piers, columns, insets, projections or other vertical elements must be used to visually break up the plane of the first floor façade.

2. Where facing a public street, nonresidential uses shall have a minimum of 60% of the ground floor facade between three (3) and 10 feet above grade and shall have 30% of upper floor facades be transparent and shall provide visual access to the street. Blanked-out windows, windows which display only signage, or look into unused or "dead" space do not meet this requirement.

3. Structured parking that is visible to a public street shall not exceed one story (parking level). Structured parking shall be screened by structural elements that are compatible with the materials and design of the front and side building facades.

4. Building materials and architectural details shall be consistent on all sides of each building.

5. Multiple principal buildings shall be permitted on a lot.

6. Maximum building length: 100 feet.

7. Building facades shall be finished in stone veneer, cement stucco, brick, fiber cement panel and/or cast stone. Metal shall be used only for minor accentuation of other elements of the facade.

8. Building entrances shall be articulated to make it easily identifiable by visitors and to provide architectural interest. Examples of special features of entrances include, but are not limited to, awnings and architectural treatments.

9. Pedestrian friendly building design and on-site site furnishings (outdoor tables, benches, bicycle racks, etc.) are required along the public street.

10. Roof design:

(a) Roof shape, color, and texture shall be coordinated with the exterior materials of the building's facade.

(b) Roof design shall minimize the negative impact of roof protrusions by grouping plumbing vents, ducts, and other utility structures together.

(c) Rooftop equipment such as mechanical units, vents, and flues shall be located centrally on the building roof, to the extent practicable. Any equipment visible from a publicly accessible area, adjacent lots, and pedestrian corridors shall be screened with solid materials using parapets, pitched roof forms, or penthouses. Screening shall be constructed of the same or complementary material as the building.

SECTION 8. Amend Section 30-71.6 (LI) Light Industrial as follows:

Additions are shown as **thus**; deletions shown as ~~**thus**~~

a. Permitted Uses. All uses permitted ~~under § 30-71.3 through 30-71.5 in the B District~~ plus the following uses: cabinet makers; furniture makers; glass and mirror cutters; machine shops; welders; manufacture, assembly or fabrication of tangible products that does not involve emission of smoke, fumes or dust and does not generate noise in excess of sixty (60) decibels beyond the property line; warehousing; wholesaling; repair shops, not to include motor vehicle repair.

...

SECTION 9. Amend Section 30-73.11 Upper Story Residences in Nonresidential Zoning Districts as follows:

Additions are shown as **thus**; deletions shown as ~~thus~~

Upper story residences in nonresidential business districts shall comply with the following requirements:

- a. ~~There shall be not more than four (4) apartments on any commercial property.~~
- a. Access to all apartments shall be separate from any access to nonresidential use in the same building.
- b. **The portion of the first floor of buildings directly fronting on a public street shall have not less than 85% of the building length consist of permitted nonresidential uses; up to 15% of the remaining building length may consist of residential uses, which shall include but is not limited to residential units, entries and vestibules, mail rooms, and other residential accessory uses. The portion of the first floor of buildings facing an off-street parking area may consist of residential uses. ~~Apartment shall not be permitted on the first floor of any building in a nonresidential zoning district, and shall not be permitted on any floor in a building which floor contains a nonresidential establishment.~~**
- c. Apartment shall not consist of more than three (3) bedrooms.
- d. A commercial building that is enlarged to provide for one (1) or more upper story residences shall be required to provide one (1) additional off-street parking space per apartment.
- e. The applicant shall submit a proposal for the handling and disposal of solid waste, including the means by which differing recycling requirements between commercial and residential uses will be reconciled and shall comply with all applicable requirements regarding same.
- f. **Parking shall not be required for low, moderate and middle income units.**

SECTION 10. Amend Section 30-76 Regulations Governing Conditional Use, at subsection 30-76.3 (Specific Standards) thereof, as follows:

Additions are shown as **thus**; deletions shown as ~~thus~~

- a. ~~Reserved. Urgent care.~~
- 1. **Access shall be provided from Memorial Drive, Asbury Avenue, or Main Street.**
- 2. **Where abutting a residential zone district, operating hours shall be between 7am and 10pm.**
- 3. **Parking shall be provided in accordance with the B district requirements.**

...

Section 11. Severability.

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the City of Asbury Park declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 12. Effective Date.

This ordinance shall take effect immediately upon passage and publication according to law.

Section 13. Repealer.

All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2020-13 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

SECTION 3. Amend Section 30-67 Schedule of Zone District Area, Yard and Building Requirements

Commercial Uses Part 1					
Zone	Min. Lot Size	Min. Lot Width	Min. Side Yd.	Min. Agg. Side	Min. Front Yd.
B1	None	None	None or 5' to abutting bldg.	--	None
B2	None	None	Same as B1	--	10 ft.
NC	5,000 s.f.	50 ft.	Same as B1	--	10 ft. min.
<u>B</u>	<u>Vacant parcels: 5,000 s.f.</u> <u>All others: existing lot area</u>	<u>Vacant parcels: 50 ft.</u> <u>All others: existing lot area</u>	<u>Adjacent to nonresidential district or use:</u> <u>None</u> <u>Adjacent to residential district or use:</u> <u>5 ft.</u>	<u>None</u>	<u>Memorial Dr.: Min. 10 ft.; Max. 25 ft.</u> <u>All other streets: Min. 0 ft.; Max. 10 ft.</u>
PO	5,000 s.f.	50 ft.	Same as R1	Same as R1	Same as R1
LI	None	None	Same as B1	--	10 ft.
WRA	PURSUANT TO WATERFRONT REDEVELOPMENT PLAN				

Commercial Uses Part 2						
ZONE	Min. Rear Yd.	Max. Density	Max. FAR	Min. OSR	Max. Bldg. Cov.	Max. Height
B1	10% Lot Depth: 1	--	2.5	--	90% above 1st. St.	6 st. 75 ft.

B2	Same as B1	--	1	--	Same as B1	3 st. 40 ft.
NC	30 ft.	--	0.75	--	50%/80% w. Parking	3 st. 30 ft.
<u>B</u>	<u>10 ft.</u>	<u>40 du/ac, not less than 5 units</u>	<u>2.5</u>	=	<u>80%</u>	<u>4 st. 50 ft.</u>
PO	Same as R1	--	0.75	--	35%/50% w. Parking	3 st. 30 ft.
LI	Same as B1	--	2.5	--	Same as B1	3 st. 40 ft.
WRA	PURSUANT TO WATERFRONT REDEVELOPMENT PLAN					

Attachment: formatted chart (2020-13 : Chapter 30 Zoning to consolidate (B1),(B2), and (NC) into B District)



**Asbury Park, New Jersey
ORDINANCE NO. 2020-14**

**AN ORDINANCE OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH
AND STATE OF NEW JERSEY ADDING CHAPTER 31 "AFFORDABLE HOUSING"
TO THE CODE OF THE CITY OF ASBURY PARK TO ADDRESS THE
REQUIREMENTS OF THE NJ SUPERIOR COURT**

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Asbury Park as follows:

Section I. Chapter 31 of the Code of the City of Asbury Park, entitled "Fair Share Affordable Housing Ordinance," is Hereby Created. Chapter 31, "Fair Share Affordable Housing" is hereby added to the Code to read as follows:

**Chapter 31
AFFORDABLE HOUSING**

**ARTICLE I
General Program Purposes, Procedures**

§ 31-1. Affordable Housing Obligation.

- A. This section of the City Code sets forth regulations regarding the low and moderate income housing units in the City consistent with the provisions known as the "Substantive Rules of the New Jersey Council on Affordable Housing", *N.J.A.C.* 5:93 et seq., the Uniform Housing Affordability Controls ("UHAC"), *N.J.A.C.* 5:80-26.1 et seq. except where the UHAC requirements for the creation of very-low income units are superseded by the requirements of the Fair Housing Act as established in P.L. 2008, c.46 (the "Roberts Bill", codified at *N.J.S.A.* 52:27D-329.1), and the City's constitutional obligation to provide a fair share of affordable housing for low and moderate income households.
- B. This Ordinance is intended to assure that very-low, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very-low, low- and moderate-income households shall occupy these units. This Ordinance shall apply to all inclusionary developments and 100% affordable developments (including those funded

with low-income housing tax credit financing)_except where inconsistent with applicable law.

- C. This Ordinance is also intended to create standards and mechanisms for the creation and preservation of housing units affordable to middle-income households not provided for in the Fair Housing Act or in the rules promulgated by COAH. Except where otherwise required in this chapter, units in the City reserved for middle-income households will be subject to the same controls as units reserved for very-low, low-, and moderate-income households per UHAC and COAH's substantive rules.

§ 31-2. Affordable Housing Monitoring

- A. Beginning on July 1, 2020, and on every anniversary of that date, the City shall provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center, Inc., and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
- B. Beginning on July 1, 2020, and on every anniversary of that date, the City shall provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, Inc., using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by Fair Share Housing Center, Inc.
- C. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the City shall post on its municipal website, with a copy provided to Fair Share Housing Center, Inc., a status report as to its implementation of its Housing Element and Fair Share Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, Inc., regarding whether any sites no longer present a realistic opportunity.
- D. By July 1, 2020, and every third year thereafter, as required by N.J.S.A. 52:27D-329.1, the City will post on its municipal website, with a copy provided to Fair Share Housing Center, Inc., a status report as to its satisfaction of its very low income requirements, including its family very

low income requirements. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center, Inc., on the issue of whether the municipality has complied with its very low income and family very low income housing obligations.

§ 31-3. Definitions. As used herein the following terms shall have the following meanings:

“Act” means the Fair Housing Act of 1985, P.L. 1985, c. 222 (*N.J.S.A. 52:27D-301 et seq.*).

“Adaptable” means constructed in compliance with the technical design standards of the Barrier Free Subcode, *N.J.A.C. 5:23-7*.

“Administrative agent” means the entity responsible for the administration of affordable units in accordance with this ordinance, *N.J.A.C. 5:91*, *N.J.A.C. 5:93* and *N.J.A.C. 5:80-26.1 et seq.*

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to *N.J.A.C. 5:80-26.15*.

“Affordability average” means the average percentage of median income at which restricted units in an affordable housing development are affordable to low-, moderate-, and middle-income households.

“Affordable” means, a sales price or rent within the means of a low- or moderate-income household as defined in *N.J.A.C. 5:93-7.4*, or within the means of a middle income household as defined in this Chapter; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in *N.J.A.C. 5:80-26.6*, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in *N.J.A.C. 5:80-26.12*, as may be amended and supplemented.

“Affordable development” means a housing development all or a portion of which consists of restricted units.

“Affordable housing development” means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

“Affordable housing program(s)” means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality’s fair share obligation.

“Affordable unit” means a housing unit proposed or created pursuant to the Act, this ordinance, credited pursuant to *N.J.A.C. 5:93*, and/or funded through an

affordable housing trust fund.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

“Age-restricted unit” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are 62 years or older; or 2) at least 80% of the units are occupied by one person that is 55 years or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Alternative living arrangement” means a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangement includes, but is not limited to: transitional facilities for the homeless, Class A, B, C, D, and E boarding homes as regulated by the New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

“Assisted living residence” means a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

“Certified household” means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

“COAH” means the Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

“DCA” means the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Developer” means any person, partnership, association, company or corporation

that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to *N.J.S.A. 40:55D-1 et seq.*

"Fair Share Plan" means the plan that describes the mechanisms, strategies and the funding sources, if any, by which the City proposes to address its affordable housing obligation as established in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of *N.J.A.C. 5:93-5*.

"Housing Element" means the portion of the City's Master Plan, required by the Municipal Land Use Law ("MLUL"), *N.J.S.A. 40:55D-28b(3)* and the Act, that includes the information required by *N.J.A.C. 5:93-5.1* and establishes the City's fair share obligation.

“Inclusionary development” means a development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

“Low-income household” means a household with a total gross annual household income equal to 50% or less of the median household income. Except where otherwise specified, this shall include very-low income households.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

“Market-rate units” means housing not restricted to low- and moderate-income households that may sell or rent at any price.

“Median income” means the median income by household size for the applicable

county, as adopted annually by COAH or approved by the NJ Superior Court.

“Middle-income household” means a household with a total gross annual household income between 80% and 120% of the median household income.

“Middle-income unit” means a restricted unit that is affordable to a middle-income household.

“Moderate-income household” means a household with a total gross annual household income in excess of 50% but less than 80% of the median household income.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“Non-exempt sale” means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor’s deed to a class A beneficiary and the transfer of ownership by court order.

“Random selection process” means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

“Regional asset limit” means the maximum housing value in each housing region affordable to a four-person household with an income at 80% of the regional median (120% for middle income units) as defined by adopted/approved Regional Income Limits.

“Rehabilitation” means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, *N.J.A.C. 5:23-6*.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

“Restricted unit” means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of *N.J.A.C. 5:80-26.1*, as may be amended and supplemented, but does not include a market-rate unit financed

under UHORP or MONI.

“Special master” means an expert appointed by a judge to make sure that judicial orders are followed. A master's function is essentially investigative, compiling evidence or documents to inform some future action by the court.

“UHAC” means the Uniform Housing Affordability Controls set forth in *N.J.A.C. 5:80-26.1 et seq.*

“Very-low income household” means a household with a total gross annual household income equal to 30% or less of the median household income.

“Very-low income unit” means a restricted unit that is affordable to a very-low income household.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

§ 31-4. New Construction. The following requirements shall apply to all new or planned developments that contain low-, moderate-, and middle-income housing units.

- A. A. Phasing. Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the below listed phasing schedule for low, moderate-, and middle-income units whether developed in a single-phase development, or in a multi-phase development. Middle- income units shall not be completed at a faster rate than the development’s low- and moderate- income units.

Maximum Percentage of Market-Rate Units <u>Completed</u>	Minimum Percentage of Low-, Moderate-, and Middle Income <u>Units Completed</u>
25	0
25+1	10
50	50
75	75
90	100

- B. Fractional Units. The affordable housing obligation shall be rounded down to the nearest whole number when the fraction is less than .50 and shall be rounded up to the nearest whole number when the fraction is .50 or greater.
- C. Design. In inclusionary developments, low-, moderate-, and middle-income units shall be integrated with the market units, except where otherwise permitted by the Planning Board or Zoning Board of Adjustment.
- D. Payments-in-lieu and off-site construction. The standards for the collection of payments-in-lieu of constructing affordable units or standards for constructing affordable units off-site, shall be in accordance with *N.J.A.C. 5:93-8.10(c)*.
- E. Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.
- F. Income and Bedroom Distribution of Affordable Housing Units:
1. The fair share obligation shall be divided between low- , moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit. The income distribution of units may be superseded in a district zoning standards, where applicable.
 2. In each affordable development, at least 50% of the low-and moderate units within each bedroom distribution shall be low-income units. This may be altered where specified in the applicable zoning ordinance, redevelopment plan, or resolution of approval.
 3. Within rental developments, of the total number of affordable rental units, at least 13% of units within each bedroom distribution shall be affordable to very-low income households.
 4. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

- (a) The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total affordable units;
 - (b) At least 30% of all affordable units shall be two bedroom units;
 - (c) At least 20% of all affordable units shall be three bedroom units; and
 - (d) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
5. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted affordable units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

G. Accessibility Requirements:

- 1. The first floor of all new restricted townhouse dwelling units and all low, moderate-, and middle-income multistory dwelling units attached to at least one (1) other dwelling unit shall be subject to the technical design standards of the Barrier Free Subcode, *N.J.A.C. 5:23-7*.
- 2. All restricted townhouse dwelling units and all low-, moderate-, and middle-income multistory dwelling units attached to at least one (1) other dwelling unit shall have the following features:
 - (a) An adaptable toilet and bathing facility on the first floor;
 - (b) An adaptable kitchen on the first floor;
 - (c) An interior accessible route of travel on the first floor;
 - (d) An interior accessible route of travel shall not be required between stories within an individual unit;
 - (e) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 - (f) An accessible entranceway as set forth at P.L. 2005, c. 350 (*N.J.S.A. 52:27D-311a et seq.*) and the Barrier Free Subcode, *N.J.A.C. 5:23-7*, or evidence that the City has collected funds

from the developer sufficient to make 10% of the adaptable entrances in the development accessible:

- (1) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
- (2) To this end, the builder of restricted units shall deposit funds within the City of Asbury Park's affordable housing trust fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
- (3) The funds deposited under paragraph (2) herein, shall be used by the City for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
- (4) The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the City of Asbury Park.
- (5) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, *N.J.A.C. 5:23-7*, and that the cost estimate of such conversion is reasonable, payment shall be made to the City of Asbury Park's affordable housing trust fund in care of the Municipal Treasurer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.
- (6) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, *N.J.A.C. 5:23-7*.

H. Maximum Rents and Sales Prices.

1. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in

UHAC and by the Superior Court, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and the Superior Court.

2. The maximum rent for low- and moderate-income restricted rental units within each affordable development shall be affordable to households earning no more than 60% of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52% of median income.
3. The maximum rent for middle-income restricted units within each affordable development shall be affordable to households earning no more than 100% of median income, and the average rent for restricted middle -income units shall be affordable to households earning no more than 90% of median income.
4. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for units in each income category.
 - (a) At least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income.
5. The maximum sales price of restricted low- and moderate-income ownership units within each affordable development shall be affordable to households earning no more than 70% of median income, and each affordable development must achieve an affordability average of 55% for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.
6. The maximum sales price of middle-income restricted ownership units within each affordable development shall be affordable to households earning no more than 110% of median income, and each affordable development must achieve an affordability average of 95% for restricted ownership units; in achieving this affordability average, middle-income ownership units must be available for at least two different prices for each bedroom type.
7. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be met:

- (a) A studio or efficiency unit shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one and one-half person household;
 - (c) A two-bedroom unit shall be affordable to a three-person household;
 - (d) A three-bedroom unit shall be affordable to a four and one-half person household; and
 - (e) A four-bedroom unit shall be affordable to a six-person household.
8. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be met:
- (a) A studio or efficiency unit shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one and one-half person household; and
 - (c) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
9. The initial purchase price for all restricted low-, moderate-, and middle-income ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28% of the eligible monthly income of the appropriate size household as determined under *N.J.A.C. 5:80-26.4*, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of *N.J.A.C. 5:80-26.3*, as may be amended and supplemented.
10. The initial rent for a low-, moderate-, and middle-income restricted rental unit shall be calculated so as not to exceed 30% of the

eligible monthly income of the appropriate household size as determined under *N.J.A.C. 5:80-26.4*, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of *N.J.A.C. 5:80-26.3*, as may be amended and supplemented.

11. The price of owner-occupied low-, moderate-, and middle-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Income limits for all units for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to *N.J.A.C. 5:80-26.1* shall be updated by the City annually within 30 days of the publication of determinations of median income by HUD as follows:

- (a) Regional income limits shall be established for the Region 4 based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in Region 4. This quotient represents the regional weighted average of median income for a household of four. The income limit for a middle-income unit for a household of four shall be 120 percent of the regional weighted average median income. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very-low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

- (b) The income limits calculated each year shall be the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the relevant fiscal year, and shall be utilized until the City updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- (c) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the City annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

- 12. The rent levels of very-low-, low-, moderate-, and middle-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.
- 13. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.

§ 31-5. Condominium and Homeowners Association Fees.

- A. For any affordable housing unit that is part of a condominium association and/or homeowner's association, the Master Deed shall reflect that the association fee assessed for each affordable housing unit shall be established at 100% of the market rate fee.

§ 31-6. Reserved.

§ 31-7. Reserved.

§ 31-8. Reserved.

ARTICLE II

Affordable Unit Controls and Requirements

§ 31-9. Purpose.

- A. The requirements of this section apply to all developments that contain affordable housing units, including any currently unanticipated future developments that will provide affordable housing units as defined in this Chapter.

§ 31-10. Affirmative Marketing.

- A. The City shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with *N.J.A.C. 5:80-26.15*, as may be amended and supplemented.
- B. The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward COAH Housing Region 4 and covers the period of deed restriction.
- C. The affirmative marketing plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 4, comprised of Monmouth, Ocean, and Mercer Counties.
- D. The Administrative Agent designated by the City shall assure the affirmative marketing of all affordable units is consistent with the Affirmative Marketing Plan for the municipality.
- E. In implementing the affirmative marketing plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- F. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.
- G. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless

otherwise determined or agreed to by the City of Asbury Park.

§ 31-11. Occupancy Standards.

- A. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
 - 1. Provide an occupant for each bedroom;
 - 2. Provide separate bedrooms for parents and children;
 - 3. Provide children of different sexes with separate bedrooms; and
 - 4. Prevent more than two persons from occupying a single bedroom.
- B. Additional provisions related to occupancy standards (if any) shall be provided in the municipal Operating Manual.

§ 31-12. Selection of Occupants of Affordable Housing Units.

- A. The administrative agent shall use a random selection process to select occupants of low-, moderate-, and middle-income housing.
- B. A waiting list of all eligible candidates will be maintained in accordance with the provisions of *N.J.A.C. 5:80-26 et seq.*

§ 31-13. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

- A. Control periods for restricted ownership units shall be in accordance with *N.J.A.C. 5:80-26.5*, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years, until the municipality takes action to release the controls on affordability.
- B. Rehabilitated owner-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.
- C. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- D. The affordability controls set forth in this Ordinance shall remain in effect

despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

- E. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under *N.J.A.C. 5:80-26.5(a)*, as may be amended and supplemented.

§ 31-14. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

- A. Price restrictions for restricted ownership units shall be in accordance with *N.J.A.C. 5:80-26.1*, as may be amended and supplemented, including:
 - 1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
 - 2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
 - 3. The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the restricted affordable unit owners and the market unit owners.
 - 4. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

§ 31-15. Buyer Income Eligibility.

- A. Buyer income eligibility for restricted ownership units shall be in accordance with *N.J.A.C. 5:80-26.1*, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80% of median income. Additionally, middle-income ownership units shall be reserved

for households with a gross income less than 120% of median income.

- B. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-, moderate-, or middle-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33% of the household's certified monthly income.

§ 31-16. Limitations on indebtedness secured by ownership unit; subordination.

- A. **Prior** to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
- B. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with *N.J.A.C. 5:80-26.6(b)*.

§ 31-17. Control Periods for Restricted Rental Units.

- A. Control periods for restricted rental units shall be in accordance with *N.J.A.C. 5:80-26.11*, and each restricted rental unit shall remain subject to the controls on affordability for a period of at least 30 years, until the municipality takes action to release the controls on affordability.
 - 1. Restricted rental units created as part of developments receiving nine percent (9%) Low Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period.
- B. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.
- C. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Monmouth. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

- D. A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:
1. Sublease or assignment of the lease of the unit;
 2. Sale or other voluntary transfer of the ownership of the unit; or
 3. The entry and enforcement of any judgment of foreclosure.

§ 31-18. Price Restrictions for Rental Units; Leases.

- A. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.
- B. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
- C. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

§ 31-19. Tenant Income Eligibility.

- A. Tenant income eligibility shall be in accordance with *N.J.A.C. 5:80-26.13*, as may be amended and supplemented, and shall be determined as follows:
1. Very-low income rental units shall be reserved for households with a gross household income less than or equal to 30% of median income.
 2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of median income.
 3. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of median income.
 4. Middle-income rental units shall be reserved for households with a

gross household income between 80% and 120% of median income.

- B. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very-low income, low-income household, moderate-income household, or a middle-income household as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to *N.J.A.C. 5:80-26.16*, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
1. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 2. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 3. The household is currently in substandard or overcrowded living conditions;
 4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 5. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- C. The applicant shall file documentation sufficient to establish the existence of the circumstances in (B)1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

§ 31-20. Conversions.

- A. Each housing unit created through the conversion of a non-residential structure shall be considered a new housing unit and shall be subject to the affordability controls for a new housing unit.

§ 31-21. Alternative Living Arrangements.

- A. The administration of an alternative living arrangement shall be in compliance with *N.J.A.C. 5:93-5.8* and UHAC, with the following exceptions:
1. Affirmative marketing (*N.J.A.C. 5:80-26.15*), provided, however,

that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;

2. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).
- B. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30 year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.
- C. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

§ 31-22. Reserved.

§ 31-23. Reserved.

ARTICLE III Administration

§ 31-24. Municipal Housing Liaison.

- A. The position of Municipal Housing Liaison for the City of Asbury Park is hereby established. The Municipal Housing Liaison shall be appointed by duly adopted resolution of the City Council and be subject to the approval by the Superior Court.
- B. The Municipal Housing Liaison must be either a full-time or part-time employee of the City of Asbury Park.
- C. The Municipal Housing Liaison must meet the requirements for qualifications, including initial and periodic training found in *N.J.A.C. 5:93*.
- D. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the City of Asbury Park, including the following responsibilities which may not be contracted out to the Administrative Agent:
 1. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;

2. The implementation of the Affirmative Marketing Plan and affordability controls.
3. When applicable, supervising any contracting Administrative Agent.
4. Monitoring the status of all restricted units in the City of Asbury Park's Fair Share Plan;
5. Compiling, verifying and submitting annual reports as required by the Superior Court;
6. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and
7. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Superior Court.

§ 31-25. Administrative Agent.

- A. The City shall designate by resolution of the City Council, subject to the approval of the Superior Court, one or more Administrative Agents to administer newly constructed affordable units in accordance with *N.J.A.C. 5:93* and UHAC.
- B. An Operating Manual shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Superior Court. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).
- C. The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the Operating Manual, including those set forth in *N.J.A.C. 5:80-26.14, 16 and 18* thereof, which includes:
 1. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Superior Court;
 2. Affirmative Marketing;
 3. Household Certification;

4. Affordability Controls;
5. Records retention;
6. Resale and re-rental;
7. Processing requests from unit owners; and
8. Enforcement, although the ultimate responsibility for retaining controls on the units rests with the municipality.
9. The Administrative Agent shall, as delegated by the City Council, have the authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

§ 31-26. Enforcement of Affordable Housing Regulations.

- A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an Owner, Developer or Tenant of a low-, moderate-, or middle-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 1. The municipality may file a court action pursuant to *N.J.S.A. 2A:58-11* alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:
 - (a) A fine of not more than \$500.00 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;

- (b) In the case of an Owner who has rented his or her low-, moderate-, or middle-income unit in violation of the regulations governing affordable housing units, payment into the City of Asbury Park Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - (c) In the case of an Owner who has rented his or her low-, moderate-, or middle-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
 - 2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low-, or moderate-, or middle-income unit.
- C. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low-, or moderate-, or middle-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
- D. The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low-, moderate-, or middle-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the

municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

- E. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- or moderate-, or middle-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- F. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low-, moderate-, or middle-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- or moderate-, or middle-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- G. Failure of the low-, moderate-, or middle-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low-, moderate-, or middle-income unit as permitted by the regulations governing affordable housing units.
- H. The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

§ 31-27. Appeals. Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed in writing with the City.

...

Section II. Repealer. All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section III. Severability. If any section, subsection, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

Section IV. Effective Date. This ordinance shall take effect upon its passage and publication, as required by law.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2020-14 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2020-15**

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF ASBURY PARK TO AMEND ARTICLE VIII REDEVELOPMENT PLANS, SECTION 30-110.1 CENTRAL BUSINESS DISTRICT (CBD) REDEVELOPMENT PLAN, CONSISTENT WITH AND DESIGNED TO EFFECTUATE THE CITY'S ADOPTED 2019 THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Planning Board adopted a Master Plan & Master Plan Reexamination Report in December 2017 that includes Housing Objectives and recommendations;

WHEREAS, the Master Plan & Master Plan Reexamination Report recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects are consistent with State standards, and adoption of a housing element and fair share plan;

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in February 2019 that recommended amendments to the City's Land Development Regulations intended to promote and incentivize the creation of affordable housing units in inclusionary development;

WHEREAS, the Third Round Housing Element and Fair Share Plan recommended amending the Central Business District (CBD) Redevelopment Plan to incentivize the creation of inclusionary housing requirements consistent with N.J.A.C. 5:93, the substantive rules of the Council on Affordable Housing;

WHEREAS, the amended Redevelopment Plan standards herein are consistent with the 2019 Housing Element and Fair Share Plan; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the Central Business District (CBD) Redevelopment Plan is hereby amended to incentivize creation of inclusionary housing as follows:

SECTION 1. Amend Section 30-110.1 Central Business District (CBD) Redevelopment Plan as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

Ordinance No. 2019- adopted -2019. Creates affordable housing requirements in the Central Business District (CBD) Redevelopment Plan.

SECTION 2. Add to the 2018 Amended Central Business District (CBD) Redevelopment Plan, Affordable Housing Incentive:

Additions are shown as thus; deletions shown as ~~thus~~

...

Affordable Housing Incentive

Where 15% of the total housing units in a building are reserved for low and moderate income housing, said building shall be permitted an additional 10 feet of building height and the affordable housing units in said building shall not require parking. This provision shall apply to all Districts in the CBD Redevelopment Area.

Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80- 26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low- and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).

...

Section 3. Severability.

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the City of Asbury Park declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 4. Effective Date.

This ordinance shall take effect immediately upon passage and publication according to law.

Section 5. Repealer.

All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2020-15 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2020-16**

**AN ORDINANCE OF THE CITY OF ASBURY PARK RE-ZONING CERTAIN
PROPERTIES AND ADOPTING AN UPDATED ZONING MAP**

WHEREAS, the City of Asbury Park (the “City”) has previously adopted an official Zoning Map which identifies the location and boundaries of all real properties and all zoning districts that are located within the City, pursuant to Section 30-66.2 of the “Code of the City of Asbury Park, New Jersey”; and

WHEREAS, the Asbury Park Planning Board (the “Planning Board”) adopted a Master Plan and Master Plan Reexamination Report in December of 2017 which includes housing objectives and recommendations; and

WHEREAS, the Master Plan and Master Plan Reexamination Report recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects consistent with State standards, and adoption of a Housing Element and Fair Share Plan; and

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in February of 2019 that recommended amendments to the City’s existing Land Development Regulations, along with amendments to various existing Redevelopment Plans, intended to promote and incentivize the creation of affordable housing units within the City; and

WHEREAS, in furtherance of the above, the Mayor and Council wish to re-zone certain properties that were previously located in the “B2 - Main Street Retail Sales and Service” district and the “NC - Neighborhood Commercial” district such that they will now be located in a new zoning district which is being established simultaneously herewith to be known as the “B - Business District”; and

WHEREAS, a listing of all of the properties which are subject to the said re-zoning are shown on Exhibit “A” attached hereto; and

WHEREAS, the Mayor and Council also wish to create an overlay district to be known as the “Deal Lake Drive Inclusionary Housing Overlay District,” which overlay will affect certain properties that are located within the existing “R3 - Medium Density Multifamily Residential Zone”; and

WHEREAS, a listing of all of the properties which will be subject to the “Deal Lake Drive Inclusionary Housing Overlay District” are set forth on the attached Exhibit “B”; and

WHEREAS, the City's Department of Planning and Redevelopment has prepared an updated Zoning Map relating to the Zoning Districts and Redevelopment Areas located within the City, which reflects and incorporates the new zoning classifications as referenced above; and

WHEREAS, a copy of the updated and amended Zoning Map, dated January 2020, is attached hereto as Exhibit "C" and made a part hereof; and

WHEREAS, it is the desire of the Mayor and Council to re-zone and reclassify all of the properties set forth on the attached Exhibit "A" accordingly; and

WHEREAS, it is also the desire of the Mayor and Council to create the "Deal Lake Drive Inclusionary Housing Overlay District," and to make said overlay applicable to the properties set forth in Exhibit "B"; and

WHEREAS, it is also the desire of the Mayor and Council to adopt the attached updated and amended Zoning Map so that it shall now represent the Official Zoning Map of the City pursuant to Section 30-66.2 of the Code of the City of Asbury Park and N.J.S.A. 40:55D-32.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth and State of New Jersey, as follows:

Section 1. That the City hereby re-zones and reclassifies all of the properties identified on the attached Exhibit "A," which were previously included in either the "B2 - Main Street Retail Sales and Service" Zoning District or the "NC - Neighborhood Commercial" Zoning District to the newly established "B - Business District", which new District is being established simultaneously herewith.

Section 2. That the City hereby also creates the "Deal Lake Drive Inclusionary Housing Overlay District," and hereby makes said overlay applicable to the properties set forth in Exhibit "B".

Section 3. That, in accordance with N.J.S.A. 40:55D-32 and Section 30-66.2 of the Code of the City of Asbury Park, the City hereby approves and adopts the amended and updated Zoning Map which is attached hereto as Exhibit "C," as prepared by the Department of Planning and Redevelopment and dated January 2020, to represent the Official Zoning Map of the City of Asbury Park.

Section 4. That the updated Zoning Map attached hereto as Exhibit "C" shall supersede any prior Zoning Maps heretofore adopted by the City.

Section 5. That the "B2 - Main Street Retail Sales and Service" and the "NC - Neighborhood Commercial" Zoning Districts are hereby eliminated and repealed in their entirety.

Section 6. That, following the adoption of this Ordinance, a copy of this Ordinance and the attached updated Zoning Map shall be filed with the Monmouth County Planning Board and the Monmouth County Clerk's office in accordance with N.J.S.A. 40:55D-16.

Section 7. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Section 8. That by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Section 9. That this Ordinance shall become effective upon final passage and publication in accordance with the law, but not until a copy of this Ordinance and the attached updated Zoning Map have been filed with the Monmouth County Planning Board and the Monmouth County Clerk's office, pursuant to N.J.S.A. 40:55D-16.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2020-16 which was finally adopted by the City Council at a meeting held on the 22nd day of April, 2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

PROPERTIES TO BE RE-ZONED TO THE "B – BUSINESS DISTRICT":

BLOCK	LOT	BLOCK	LOT	BLOCK	LOT
202	9	1205	6	1905	16
202	10	1205	7	1905	17
202	16	1205	8	2503	2
202	17	1205	9	2503	3
203	4	1501	2	2503	4
203	5	1501	3	2503	5
302	5	1502	1	2503	6
302	6	1601	2	2503	10
302	7	1601	3	2602	2
302	8	1601	5	2602	3
302	9	1601	6	2605	1
302	10	1601	7	2605	2
302	11	1601	8	2605	3
302	12	1601	9	2605	9
403	7	1601	10	2605	10
403	8	1601	11	2608	7
403	9	1602	21	2703	3
403	10	1603	1	2706	2
403	11	1603	2	2706	3
404	1	1603	3	2706	13
404	7	1603	35	2706	14
404	8	1603	36	2706	14.01
404	9	1603	37	2706	14.04
404	10	1605	1	2706	14.07
404	11	1605	29	2805	15
404	12	1606	14	2805	16
404	13	1606	15	3005	6
404	14	1801	1	3005	7
404	15	1801	47	3005	8
501	1	1801	48	5000	1
501	2	1801	49		
502	1	1801	50		
502	2	1801	51		
502	3	1801	52		
502	4	1901	4		
502	5	1902	9		
502	6	1902	10		
502	7	1902	14		
502	8	1902	15		
502	9	1902	16		
703	2	1903	16		
1205	1	1903	17		
1205	2	1903	18		
1205	3	1903	19		
1205	4	1905	14		
1205	5	1905	15		

**PROPERTIES CURRENTLY LOCATED WITHIN THE “R3 – MEDIUM DENSITY MULTIFAMILY
RESIDENTIAL ZONE” WHICH SHALL ALSO BECOME SUBJECT TO THE “DEAL LAKE DRIVE
INCLUSIONARY HOUSING OVERLAY DISTRICT”:**

BLOCK	LOT	QUAL	BLOCK	LOT	QUAL	BLOCK	LOT	QUAL
3703	1		3703	5.03	C0202	3703	5.45	C0605
3703	2		3703	5.04	C0203	3703	5.46	C0606
3703	3		3703	5.05	C0204	3703	5.47	C0607
3703	3.01	C0001	3703	5.06	C0205	3703	5.48	C0608
3703	3.02	C0101	3703	5.07	C0206	3703	5.49	C0609
3703	3.03	C0102	3703	5.08	C0207	3703	5.50	C0610
3703	3.04	C0103	3703	5.09	C0208	3703	5.51	C0701
3703	3.05	C0104	3703	5.10	C0209	3703	5.52	C0702
3703	3.06	C0105	3703	5.11	C0301	3703	5.53	C0703
3703	3.07	C0106	3703	5.12	C0302	3703	5.54	C0704
3703	3.08	C0107	3703	5.13	C0303	3703	5.55	C0705
3703	3.09	C0108	3703	5.14	C0304	3703	5.56	C0706
3703	3.10	C0201	3703	5.15	C0305	3703	5.57	C0707
3703	3.11	C0202	3703	5.16	C0306	3703	5.58	C0708
3703	3.12	C0203	3703	5.17	C0307	3703	5.59	C0709
3703	3.13	C0204	3703	5.18	C0308	3703	5.60	C0710
3703	3.14	C0205	3703	5.19	C0309	3703	5.61	C0801
3703	3.15	C0206	3703	5.20	C0310	3703	5.62	C0802
3703	3.16	C0207	3703	5.21	C0401	3703	5.63	C0803
3703	3.17	C0301	3703	5.22	C0402	3703	5.64	C0804
3703	3.18	C0302	3703	5.23	C0403	3703	5.65	C0805
3703	3.19	C0303	3703	5.24	C0404	3703	5.66	C0806
3703	3.20	C0304	3703	5.25	C0405	3703	5.67	C0807
3703	3.21	C0305	3703	5.26	C0406	3703	5.68	C0808
3703	3.22	C0306	3703	5.27	C0407	3703	5.69	C0809
3703	3.23	C0307	3703	5.28	C0408	3703	5.70	C0810
3703	3.24	C0401	3703	5.29	C0409	3703	5.71	C0901
3703	3.25	C0402	3703	5.30	C0410	3703	5.72	C0902
3703	3.26	C0403	3703	5.31	C0501	3703	5.73	C0903
3703	3.27	C0404	3703	5.32	C0502	3703	5.74	C0904
3703	3.28	C0405	3703	5.33	C0503	3703	5.75	C0905
3703	3.29	C0406	3703	5.34	C0504	3703	5.76	C0906
3703	3.30	C0407	3703	5.35	C0505	3703	5.77	C0907
3703	3.31	C0501	3703	5.36	C0506	3703	5.78	C0908
3703	3.32	C0502	3703	5.37	C0507	3703	5.79	C0909
3703	3.33	C0503	3703	5.38	C0508	3703	5.80	C0910
3703	3.34	C0504	3703	5.39	C0509	3703	5.81	C1001
3703	3.35	C0505	3703	5.40	C0510	3703	5.82	C1002
3703	3.36	C0506	3703	5.41	C0601	3703	5.83	C1003
3703	5		3703	5.42	C0602	3703	5.84	C1004
3703	5.01	C0101	3703	5.43	C0603	3703	5.85	C1005
3703	5.02	C0102	3703	5.44	C0604	3703	5.86	C1006

Attachment: EXHIBIT B to Re-Zoning Ordinance (2020-16 : Re-Zoning Certain Properties and Adopting an Updated Zoning Map)

BLOCK	LOT	QUAL	BLOCK	LOT	QUAL	BLOCK	LOT	QUAL
3703	5.87	C1007	3704	2.22	C0306	3704	2.68	C0708
3703	5.88	C1008	3704	2.23	C0307	3704	2.69	C0709
3703	5.89	C1009	3704	2.24	C0308	3704	2.70	C0710
3703	5.90	C1010	3704	2.25	C0309	3704	2.71	C0801
3703	5.91	C1101	3704	2.26	C0310	3704	2.72	C0802
3703	5.92	C1102	3704	2.27	C0311	3704	2.73	C0803
3703	5.93	C1103	3704	2.28	C0401	3704	2.74	C0804
3703	5.94	C1104	3704	2.29	C0402	3704	2.75	C0805
3703	5.95	C1105	3704	2.30	C0403	3704	2.76	C0806
3703	5.96	C1106	3704	2.31	C0404	3704	2.77	C0807
3703	5.97	C1107	3704	2.32	C0405	3704	2.78	C0808
3703	5.98	C1108	3704	2.33	C0406	3704	2.80	C0809
3703	5.99	C1109	3704	2.34	C0407	3704	2.81	C0810
3703	5.100	C1110	3704	2.35	C0408	3704	2.82	C0811
3703	5.101	C1201	3704	2.36	C0409	3704	6	
3703	5.102	C1202	3704	2.37	C0410	3705	1	
3703	5.103	C1203	3704	2.38	C0411	3705	2	
3703	5.104	C1204	3704	2.39	C0501	3705	3	
3703	5.105	C1205	3704	2.40	C0502	3705	4	
3703	5.106	C1206	3704	2.41	C0503	3705	5	
3703	5.107	C1207	3704	2.42	C0504	3705	6	
3703	5.108	C1208	3704	2.43	C0505	3705	7	
3703	5.109	C1209	3704	2.44	C0506	3705	7.101	C0002
3703	5.110	C1210	3704	2.45	C0507	3705	7.102	C0001
3704	1		3704	2.46	C0508	3705	7.103	C0004
3704	2		3704	2.47	C0509	3705	7.104	C0003
3704	2.01	C0101	3704	2.48	C0510	3705	7.105	C0006
3704	2.02	C0102	3704	2.49	C0511	3705	7.106	C0005
3704	2.03	C0103	3704	2.50	C0601	3705	7.107	C0008
3704	2.04	C0104	3704	2.51	C0602	3705	7.108	C0007
3704	2.05	C0105	3704	2.52	C0603	3705	7.109	C0010
3704	2.06	C0201	3704	2.53	C0604	3705	7.110	C0009
3704	2.07	C0202	3704	2.54	C0605	3705	7.111	C0012
3704	2.08	C0203	3704	2.55	C0606	3705	7.112	C0011
3704	2.09	C0204	3704	2.56	C0607	3705	7.113	C0014
3704	2.10	C0205	3704	2.57	C0608	3705	7.114	C0013
3704	2.11	C0206	3704	2.58	C0609	3705	7.115	C0016
3704	2.12	C0207	3704	2.59	C0610	3705	7.116	C0015
3704	2.14	C0208	3704	2.60	C0611	3705	7.201	C0018
3704	2.15	C0209	3704	2.61	C0701	3705	7.202	C0017
3704	2.16	C0210	3704	2.62	C0702	3705	7.203	C0020
3704	2.17	C0301	3704	2.63	C0703	3705	7.204	C0019
3704	2.18	C0302	3704	2.64	C0704	3705	7.205	C0022
3704	2.19	C0303	3704	2.65	C0705	3705	7.206	C0021
3704	2.20	C0304	3704	2.66	C0706	3705	7.207	C0024
3704	2.21	C0305	3704	2.67	C0707	3705	7.208	C0023

Attachment: EXHIBIT B to Re-Zoning Ordinance (2020-16 : Re-Zoning Certain Properties and Adopting an Updated Zoning Map)

BLOCK	LOT	QUAL
3705	7.209	C0026
3705	7.210	C0025
3705	7.211	C0028
3705	7.212	C0027
3705	7.301	C0029
3705	7.302	C0030
3705	7.303	C0032
3705	7.304	C0031
3705	7.305	C0034
3705	7.306	C0033
3705	7.307	C0036
3705	7.308	C0035
3705	7.309	C0038
3705	7.310	C0037
3705	7.401	C0040
3705	7.402	C0039
3705	7.403	C0042
3705	7.404	C0041
3705	7.405	C0044
3705	7.406	C0043
3705	7.407	C0046
3705	7.408	C0045
3705	7.409	C0048
3705	7.410	C0047
3705	7.411	C0050
3705	7.412	C0049
3705	7.413	C0052
3705	7.414	C0051
3705	7.415	C0054
3705	7.416	C0053
3705	7.501	C0001
3705	7.502	C0002
3705	7.503	C0003
3705	7.504	C0004
3705	7.505	C0005
3705	7.506	C0006
3705	7.507	C0007
3705	7.508	C0008
3705	7.509	C0009
3705	7.510	C0010
3705	7.511	C0011
3705	7.512	C0012
3705	7.513	C0013
3705	7.514	C0014
3705	7.515	C0015
3705	7.516	C0016

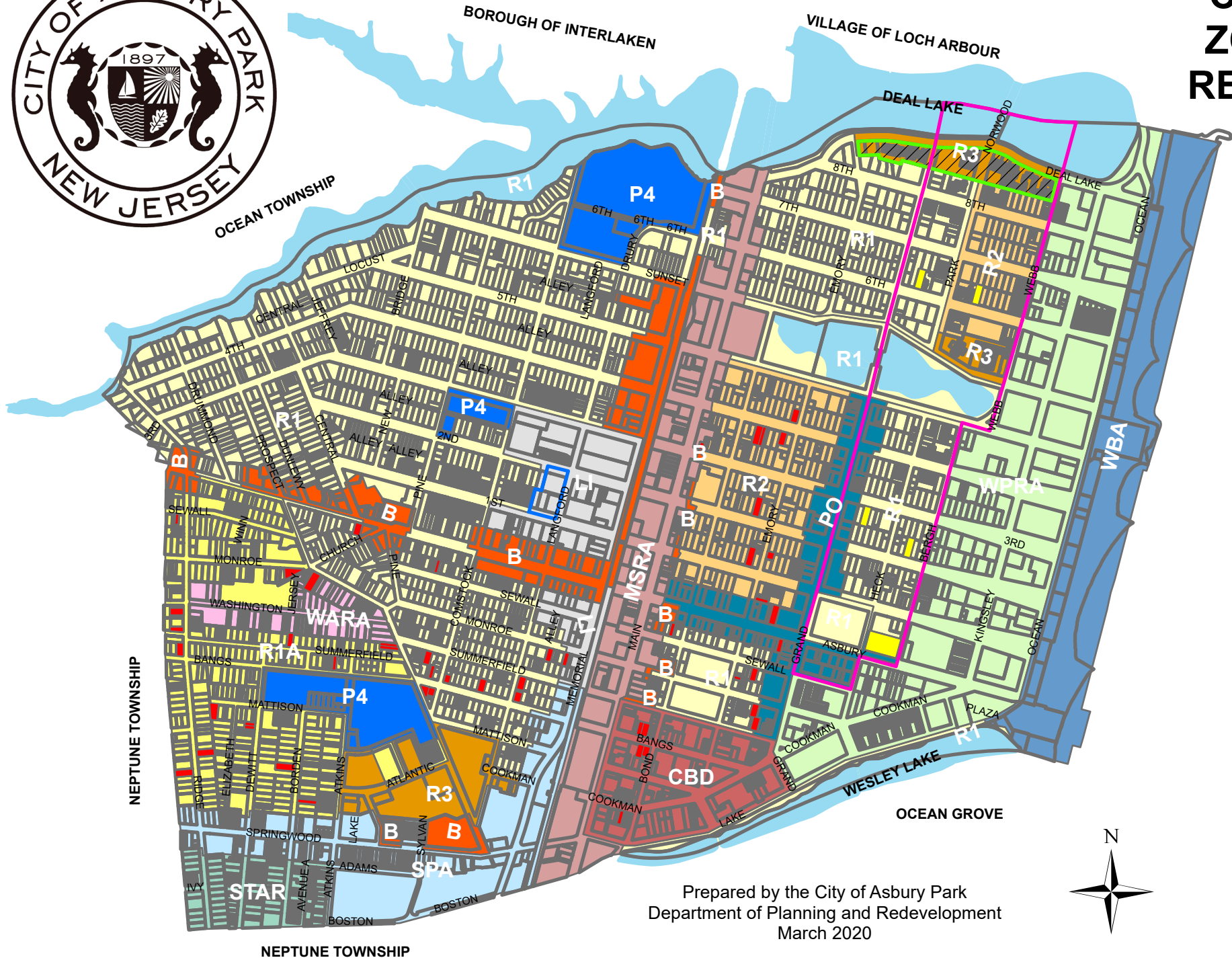
BLOCK	LOT	QUAL
3705	7.517	C0017
3705	7.518	C0018
3705	7.519	C0019
3705	7.520	C0020
3705	7.521	C0021
3705	7.522	C0022
3705	7.523	C0023
3705	7.524	C0024
3705	7.525	C0025
3705	7.526	C0026
3705	7.527	C0027
3705	7.528	C0028
3705	7.529	C0029
3705	7.530	C0030
3705	7.531	C0031
3705	7.532	C0032
3705	7.533	C0033
3705	7.534	C0034
3705	7.535	C0035
3705	7.536	C0036
3705	7.537	C0037
3705	10	
3705	10.01	C0101
3705	10.02	C0201
3705	10.03	C0202
3705	10.04	C0203
3705	10.05	C0204
3705	10.06	C0205
3705	10.07	C0301
3705	10.08	C0302
3705	10.09	C0303
3705	10.10	C0304
3705	10.11	C0305
3705	10.12	C0401
3705	10.13	C0402
3705	10.14	C0403
3705	10.15	C0404
3705	10.16	C0405
3705	10.17	C0501
3705	10.18	C0502
3705	10.19	C0503
3705	10.20	C0504
3705	10.21	C0505
3705	10.22	C0601
3705	10.23	C0602
3705	10.24	C0603

BLOCK	LOT	QUAL
3705	10.25	C0604
3705	10.26	C0605
3705	10.27	C0001
3705	10.28	C0002
3705	10.29	C0003
3705	10.30	C0004
3705	10.31	C0005
3705	10.32	C0006
3705	10.33	C0007
3705	10.34	C0008
3705	10.35	C0009
3705	10.36	C0010
3705	10.37	C0011
3705	10.38	C0012
3705	10.39	C0013
3705	10.40	C0014
3705	10.41	C0015
3705	10.42	C0016
3705	10.43	C0017
3705	10.44	C0018
3705	10.45	C0019
3705	10.46	C0020
3705	11	
3705	12	
3705	13	
3705	14	

Attachment: EXHIBIT B to Re-Zoning Ordinance (2020-16 : Re-Zoning Certain Properties and Adopting an Updated Zoning Map)



CITY OF ASBURY PARK ZONING DISTRICTS AND REDEVELOPMENT AREAS



ZONING DISTRICTS AND REDEVELOPMENT AREAS	
	WRIA WATERFRONT RENOVATION INFILL AREA
	DEAL LAKE DRIVE INCLUSIONARY HOUSING DISTRICT
	SCATTERED SITE REDEVELOPMENT PROGRAM PHASE IA
	SCATTERED SITE REDEVELOPMENT PROGRAM PHASE I
	1001 FIRST AVE REDEVELOPMENT AREA
	B BUSINESS DISTRICT
	CBD CENTRAL BUSINESS DISTRICT REDEVELOPMENT AREA
	LI LIGHT INDUSTRIAL
	MSRA MAIN STREET REDEVELOPMENT AREA
	P1 PARKS
	P4 SCHOOLS
	PO PROFESSIONAL OFFICE
	R1 SINGLE FAMILY RESIDENTIAL
	R1A SINGLE FAMILY ATTACHED RESIDENTIAL
	R2 TWO TO FOUR FAMILY RESIDENTIAL
	R3 MEDIUM DENSITY RESIDENTIAL
	SPA SPRINGWOOD AVENUE REDEVELOPMENT AREA
	STAR STARS REDEVELOPMENT AREA
	WARA WASHINGTON AVENUE REDEVELOPMENT AREA
	WBA WATERFRONT BOARDWALK AREA
	WPRA WATERFRONT PRIME RENEWAL AREA

Prepared by the City of Asbury Park
Department of Planning and Redevelopment
March 2020





Minutes
Meeting of the Municipal Council
Wednesday, April 22, 2020
REGULAR MEETING

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Absent	
Melody Hartsgrove	City Clerk	Present	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Melody Hartsgrove called the meeting to order at 7:00 PM.

MATTERS FROM COUNCIL

Council member Chapman thanked everyone for joining in. She thanked the Asbury Park Fire Department and Asbury Park Police Department for keeping residents safe during COVID-19. She stated, thank you Asbury Park Department of Public Works employees and City Hall employees for continuing to work through the pandemic. Thank you to the health care workers, employees of essential business, volunteers of organizations in and around the City of Asbury Park area. Thank you City Manager Donna Vieiro for putting this all together. She stated that Asbury Park boards and commissions will start to have virtual meetings, and to keep an eye on the city's website for future updates of those meetings.

Council member Clayton stated that the support we have received from Asbury Park residents and city employees means so much to us. Continue to support our restaurants, Asbury Park Dinner Table and anything you may need from the city please reach out so that we can do what we can for you during this difficult time.

Council member Kendle stated, thank you for trusting in the council and believing in us. Stay safe, we will all come out of this ok.

Deputy Mayor Quinn stated that she agreed with everything the previous council members have just said.

Mayor Moor thanked everyone for joining in the meeting. He stated that the beach closure resolution is annual notice and has nothing to do with COVID-19. If you are out in public, please wear a mask. Restaurants are open for pickup only. Today is the 50th anniversary of Earth Day and also the 50th birthday of NJ Department of Environmental Protection.

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Ernest Mignoli, Maureen Duffy, Myra Campbell, Joe Grillo, Kathleen Melgar (AP Library), Amy O'Rourke, Sylvia Sylvia, Arthur Schlossbach, Kerry Butch, Michelle Gladden and Vera Kovalsky. A motion to close the meeting to the public was made by Council member Chapman and seconded by Council member Kendle. All were in favor.

MINUTES

1. Municipal Council - Regular Meeting - Mar 25, 2020 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

INDIVIDUAL RESOLUTIONS

2020-141 Resolution Approving Payment of Bills

Council member Chapman abstained from 20-00710, 20-00752, and 20-0078.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2020-142 Resolution of The Mayor and City Council of The City of Asbury Park, County of Monmouth, State Of New Jersey, Converting A Storm Recovery Reserve Fund to A Corona Virus Response Reserve in Accordance with The Provisions of N.J.S.A. 40a:4-62.1

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-143 Resolution Amending Contract for Public Health Nursing Services for 2020

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-144 Resolution Amending Resolution No. 2020-77 Regarding The Appointment Of T&M Associates as Municipal Engineer for The City

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-145 Authorizing the City of Asbury Park to Enter Into a Lease Agreement with New Cingular Wireless PCS, LLC

RESULT:	ADOPTED [4 TO 1]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
NAYS:	Eileen Chapman

2020-146 Authorizing Design & Bidding Services and Construction Administration to T&M Associates for RBC Replacement at the Wastewater Treatment Plant

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-147 Resolution of the City of Asbury Park Authorizing the Release of Escrow Funds Pursuant to the Escrow Agreement Dated 2011 By and Among The City of Asbury Park, Asbury Partners, LLC, and Ansell, Grimm, & Aaron, PC Regarding the Property Located at 902 Kingsley Street, Asbury Park, NJ

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-148 Authorizing the Tax Collector to Prepare and Deliver Estimated 2020-3RD Quarter Tax Bills

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-149 Resolution Authorizing the Purchase of a New Dry Scrubber Controller for the Sewer Plant

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-150 Resolution Authorizing Purchase of Ammunition for the Police Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-151 Resolution Authorizing an Appointment to the Housing Authority

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-152 Resolution Establishing Regulations for the 2020 Beach Season

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ORDINANCES

Second Reading/Public Hearing

2020-5 An Ordinance Amending and Supplementing Section 7-14, Entitled “Parking Prohibited During Certain Hours on Certain Streets,” of Chapter VII, “Traffic,” of the “Code of the City of Asbury Park, New Jersey” Accordingly

A motion to open 2020-5 to the public was made by Council member Kendle and seconded by Deputy Mayor Quinn. All in Favor. The following members of the public spoke: Ernest Mignoli. City Attorney Frederick Raffetto stated that there was no lack of transparency regarding this ordinance. The Ordinance was properly noticed. A motion to close 2020-5 was made by Council member Chapman and seconded by Council member Kendle. All in favor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-6 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

A motion to open 2020-6 to the public was made by Council member Clayton and seconded by Council member Kendle. All in favor. The following members of the public spoke: Ernest Mignoli. A motion to close 2020-6 was made by Council member Kendle and seconded by Council member Clayton. All in favor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-8 Bond Ordinance Providing for Improvements to Memorial Drive (A Transportation Utility Improvement), By and In the City of Asbury Park, In the County of Monmouth, State Of New Jersey; Appropriating \$5,250,000 Therefor (Including A Grant Expected to Be Received from The New Jersey Department of Transportation) And Authorizing the Issuance Of \$5,250,000 Bonds or Notes of The City to Finance the Cost Thereof

A motion to open 2020-8 to the public was made by Council member Kendle and seconded by Council member Clayton. All in favor. The following members of the public spoke: Ernest Mignoli and Felicia Simmons. City Manager Donna Vieiro stated that the debt will be paid for as a Transportation Utility improvement. A motion to close 2020-8 was made by Council member Chapman and seconded by Council member Clayton. All in favor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-9 An Ordinance of The City of Asbury Park, County of Monmouth And State Of New Jersey Adding Chapter 30-74 "Mandatory Affordable Housing Set-Aside" To the Code of The City of Asbury Park

A motion to open 2020-9 to the public was made by Council member Clayton and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Ernest Mignoli, Felicia Simmons, Stuart Lieberman, Maureen Nevin, Gregory Schneck, and Beth Stuckey. A motion to close 2020-9 was made by Deputy Mayor Quinn and seconded by Council member Clayton. All in favor.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSTAIN:	Jesse Kendle

2020-10 An Ordinance Amending the Land Development Regulations of The City of Asbury Park to Amend Article Viii Redevelopment Plans, Section 30-110.4 Springwood Avenue Redevelopment Plan, Consistent with And Designed to Effectuate the City's Adopted 2019 Third Round Housing Element and Fair Share Plan

A motion to open 2020-10 to the public was made by Council member Chapman and seconded by Council member Kendle. All in favor. The following members of the public spoke: Maureen Nevin, Ernest Mignoli, and Stuart Lieberman. A motion to close 2020-10 was made by Council member Kendle and seconded by Council member Chapman. All in favor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-11 An Ordinance Amending the Land Development Regulations of The City of Asbury Park to Amend Article Vi Zoning, Section 30-70.6 (R3) Medium Density Multifamily Residential Zone, And to Create A New “Deal Lake Drive Inclusionary Housing Overlay District” Consistent with And Designed to Effectuate the City’s Adopted 2019 Third Round Housing Element and Fair Share Plan

A motion to open 2020-11 to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Maria Pasanacki, Gregory Schneck, Michael O’Rourke, Maureen Nevin, Elaine Lipani, Sam Esquire, Ernest Mignoli, Stuart Lieberman, and Matthew Crescio. A motion to close 2020-11 was made by Council member Kendle and seconded by Council member Clayton. All in favor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-12 An Ordinance Amending the Land Development Regulations of The City of Asbury Park to Amend Article Viii Redevelopment Plans, Section 30-110.2 Main Street Redevelopment Plan, Consistent with And Designed to Effectuate the City’s Adopted 2019 Third Round Housing Element and Fair Share Plan

A motion to table Ordinance 2020-12 was made by Council member Chapman and seconded by Mayor Moor. All in favor.

Council Meeting was adjourned due to the lateness of the hour, but before all of the agenda items were reached, moved to a Special Meeting on April 30th

RESULT:	TABLED [UNANIMOUS]
	Next: 4/30/2020 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-13 An Ordinance Amending the Land Development Regulations of The City of Asbury Park to Amend Article VI Zoning, Section 30-71.3 (B1) Downtown Retail District, Section 30-71.4 (B2) Main Street Retail Sales and Service and Section 30-71.5 (Nc) Neighborhood Commercial Districts to Consolidate Zone Districts, Amend Permitted Uses and Incentivize the Creation of Inclusionary Housing Consistent with And Designed to Effectuate the City’s Adopted 2019 Third Round Housing Element and Fair Share Plan

A motion to table Ordinance 2020-12 was made by Council member Chapman and seconded by Mayor Moor. All in favor

Council Meeting was adjourned due to the lateness of the hour, but before all of the agenda items were reached, moved to a Special Meeting on April 30th.

RESULT:	TABLED [UNANIMOUS]
	Next: 4/30/2020 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-14 An Ordinance of The City of Asbury Park, County of Monmouth And State Of New Jersey Adding Chapter 31 "Affordable Housing" To the Code of The City of Asbury Park to Address the Requirements of The NJ Superior Court

A motion to table Ordinance 2020-12 was made by Council member Chapman and seconded by Mayor Moor. All in favor

Council Meeting was adjourned due to the lateness of the hour, but before all of the agenda items were reached, moved to a Special Meeting on April 30th

RESULT:	TABLED [UNANIMOUS]
	Next: 4/30/2020 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-15 An Ordinance Amending the Land Development Regulations of The City of Asbury Park to Amend Article Viii Redevelopment Plans, Section 30-110.1 Central Business District (CBD) Redevelopment Plan, Consistent with And Designed to Effectuate the City's Adopted 2019 Third Round Housing Element and Fair Share Plan

A motion to table Ordinance 2020-12 was made by Council member Chapman and seconded by Mayor Moor. All in favor

Council Meeting was adjourned due to the lateness of the hour, but before all of the agenda items were reached, moved to a Special Meeting on April 30th

RESULT:	TABLED [UNANIMOUS]
	Next: 4/30/2020 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-16 An Ordinance of The City of Asbury Park Re-Zoning Certain Properties and Adopting an Updated Zoning Map

A motion to table Ordinance 2020-12 was made by Council member Chapman and seconded by Mayor Moor. All in favor

Council Meeting was adjourned due to the lateness of the hour, but before all of the agenda items were reached, moved to a Special Meeting on April 30th

RESULT:	TABLED [UNANIMOUS]
	Next: 4/30/2020 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 12:17 AM

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk