



Agenda
Meeting of the Municipal Council
Wednesday, April 25, 2018
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

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 4, 2018, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items for Review:

- A. Proclamation Declaring Danny DeVito Day as April 28
- B. Proclamation Recognizing Arbor Day
- C. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- D. Special Event Applications
- E. Review of Agenda Items for April 25, 2018 Regular Meeting
- F. Matters from City Council
- G. Matters from City Manager
- H. Matters from City Attorney
- I. Regular Meeting begins at 7 p.m.



Agenda
Meeting of the Municipal Council
Wednesday, April 25, 2018
REGULAR MEETING 7:00 PM

I. Executive Session - 4:00 p.m.

2018-154 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Amendment to the Waterfront Redevelopment Plan
2. Asbury Lanes Financial Agreement
3. Interfaith Neighbors - Parkview AP Redeveloper's Agreement
4. Sackman Enterprises for proposed building at 607 Mattison Avenue

B. Attorney-Client Privilege

II. Workshop Session - 6:00 p.m.

III. 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 4, 2018, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Executive Minutes of Apr 11, 2018 4:00 PM
- Municipal Council - Work Session - Apr 11, 2018 6:00 PM
- Municipal Council - Regular Meeting - Apr 11, 2018 7:00 PM

G. Ceremonial Resolutions

2018-175 Resolution Recognizing April as Get Yourself Tested Month

H. Adoption of the 2018 Municipal Budget

2018-141 Adoption of the 2018 Municipal Budget

2018-155 Resolution to Amend the 2018 Calendar Year Budget

I. Consent Agenda Resolutions

All matters listed on the Consent Agenda are presented collectively to the City Council, and will be considered for approval with one vote. These matters are considered to be routine in nature, and there will be no individual discussion of these items. If discussion is desired by one or more Council member(s) as to any particular item(s), then said item(s) shall be removed from the Consent Agenda and considered separately.

2018-156 Resolution Special Event Applications

2018-157 Resolution Amending Temporary Budget Appropriations for 2018 Budget

2018-158 Resolution Supporting the Click It or Ticket Mobilization of May 14 – June 3, 2018

2018-159 Resolution to Credit Sewer Account Block 1905 Lot 16 1319 Asbury Avenue

2018-160 Resolution to Credit Sewer Account Block 3104 Lot 1 300 Emory/ Cookman Avenue & Bangs; 531 Cookman Avenue

2018-161 Resolution Approving Award of Contract for Regional Contribution Agreement Project (1113 Monroe Ave.)

J. Individual Resolutions

2018-152 Resolution of The Mayor And City Council of The City of Asbury Park Designating Interfaith Neighbors, Inc. as Redeveloper of the Parcel known as 1276 Washington Avenue (Block 1403, Lot 10) In The Washington Avenue Redevelopment Area and Approving a Redeveloper Agreement by and between The City And Interfaith Neighbors

2018-162 Resolution Approving Payment of Bills

2018-163 Resolution Authorizing In Rem Foreclosure Proceedings Relating To Certain Real Properties Located Within The City Of Asbury Park, New Jersey

2018-164 Resolution Creating a Smoke Free Beach Policy

2018-165 Resolution Authorizing an Appointment to the Housing Authority

2018-166 A Resolution to Permit the Asbury Park Fire Department to Apply for the FY 2017 Safer Grant

- 2018-167 Awarding of a Contract to Millennium Communications Group for Security Cameras
- 2018-168 Authorizing a Professional Services Contract to T&M Associates to Perform Services for Intersection Improvements at Grand and Fifth Avenue
- 2018-169 Resolution Authorizing the Purchase of an SUV for the Construction Department
- 2018-170 Resolution Authorizing the Purchase of SUV for Code Enforcement
- 2018-171 Resolution Authorizing to Purchase Parking Pay Stations
- 2018-172 Resolution Awarding Contract for the Installation of Electric Vehicle Infrastructure and Services
- 2018-173 Resolution Awarding of a Contract to Nichem Company for Carbon Media Replacement
- 2018-174 A Resolution of The Mayor and Council of The City of Asbury Park, Acting As The Redevelopment Entity, Approving and Authorizing an Amendment To an Agreement with Interfaith Neighbors, Inc. regarding the Redevelopment of Certain Properties within The Springwood Avenue Redevelopment Area.

K. Ordinances

1. Introduction

- 2018-22 Ordinance of the City of Asbury Park Amending Chapter VIII Establishing Article III: “Jitneys”
- 2018-23 Ordinance of the City of Asbury Park Amending Traffic And Parking Regulations Chapter VII
- 2018-24 Ordinance of the City of Asbury Park Adopting an Amendment to the Springwood Avenue Redevelopment Plan
- 2018-25 Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Public Right-Of-Way Area Adjacent To the Property Located At 545 Lake Avenue (To Be Known As Block 3105, Lot 4.02).
- 2018-26 An Ordinance Amending Ordinance 2015-13 of the City of Asbury Park, Authorizing the Execution of a First Amendment to Special Assessment Agreement in Connection with the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and other Infrastructure Improvements on Block 4104, Lots 3-7, 10 & 11 within the Asbury Park Waterfront Redevelopment Area

2. Second Reading/Public Hearing

- 2018-16 Authorizing a Lease Agreement for Fire Equipment Storage at 801 Main Street

- 2018-17 An Ordinance Amending Chapter 5 Beach, Boardwalk and Beachfront Regulations
- 2018-18 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations Chapter VII
- 2018-19 An Ordinance Establishing New Restrictions Related to Prohibited Parking During Certain Hours on Third Avenue, and 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

L. Adjournment

**RESOLUTION NO. 2018-154****RESOLUTION AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on April 25, 2018 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

The general nature of the subject or subjects to be discussed are as follows:

A. Contract Negotiations:

1. Amendments to the Waterfront Redevelopment Agreement
2. Asbury Lanes Financial Agreement
3. Interfaith Neighbors - Parkview AP Redeveloper's Agreement
4. Sackman Enterprises for proposed building at 607 Mattison Avenue

B. Attorney-Client Privilege

The public is excluded from said meeting, and further notice is dispensed with, all in accordance with section 8 and 4a of the Open Public Meetings Act.

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, April 11, 2018
WORK SESSION

Announcement by the City Clerk

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	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 6:00 PM.

Proclamation Recognizing National Crime Victims' Right

This proclamation was presented at an outside event.

Proclamation Recognizing March for Our Lives

Mayor Moor and City Council presented a proclamation for March for Our Lives.

City Manager's Report on Issues Raised at Prior Council Meeting(s)

City Manager Capabianco stated that there were no prior issues.

Special Event Applications

Leesha Floyd reviewed the special event applications with the Mayor and City Council.

Items to be presented by TEDx Asbury Park:

1. Presentation by TEDx Asbury Park

A presentation was provided by the organizers of TEDx Asbury Park.

Review of Agenda Items for April 11, 2018 Regular Meeting

City Manager Capabianco reviewed the agenda items for this evenings meeting.

Matters from City Council

Council Member Chapman stated that the Board of Education will be holding a special town hall meeting on Friday, May 13 at 6:30 p.m. at the City Council Chambers. On Saturday, April 21 Sustainable Asbury Park and the Quality of Life will be holding a Green Expo from 10 a.m. to 2 p.m.

Council Member Clayton stated that on Friday, April 13 Monmouth County will be holding a job fair for workforce development at Brookdate from 10 a.m. to 1 p.m. There will be over 140 employers attending. This Saturday former Governor McGreevy will be speaking about a re-entry program to help ex-offenders at St. Stephens Church at 10 a.m. Directly after there will be expungement program at 11 a.m. A voter registration drive will also be held at that time. On April 14 from 10 a.m. to 4 p.m. the Freeholders will be holding Made at Monmouth which will feature products made in Monmouth County.

Council Member Kendle stated that on August 17 at 6:30 p.m. the Complete Streets will be hosting a bike ride.

Mayor Moor announced that Rodeo for Recreation will be held on April 19. He recognized many of the sponsors. He also announced that on Sunday, April 22 the Asbury Park Fishing Club will be holding their bi-yearly Carp Fishing Tournament.

Matters from City Manager

City Manager Capabianco stated that the street paving program will begin.

Matters from City Attorney

City Attorney Raffetto had no matters.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, April 11, 2018
REGULAR MEETING

Executive Session - 4:00 p.m.

2018-140 Resolution Authorizing a Meeting Which Excludes the Public

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

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	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to open the meeting to the public.

The following members of the public spoke: Randy Thompson, Juanta Green, Crystal Ramsey Bryant, Rita Marano, Louis Murray, Wayne Strobble, Deidra McCaff and Darren Bailey

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to close the meeting to the public.

MINUTES

RESULT:	ADOPTED [4 TO 0]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
AWAY:	Amy Quinn

1. Executive Session Minutes of Mar 28, 2018 4:00 PM
2. Municipal Council - Work Session - Mar 28, 2018 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Mar 28, 2018 7:00 PM **Accepted**

ADOPTION OF 2018 MUNICIPAL BUDGET

2018-141 Adoption of the 2018 Municipal Budget

This resolution will be rescheduled for the April 25 Council Meeting.

RESULT:	TABLED [4 TO 0]
	Next: 4/25/2018 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
AWAY:	Amy Quinn

CONSENT AGENDA RESOLUTIONS

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

2018-142 Resolution Approving Special Event Applications

2018-143 Resolution Approving Appointments to the City of Asbury Park Green Team

The member being appointed is Kayvon Paul.

2018-144 Resolution Authorizing Cancellation and Refund of Tax Sale Certificate Erroneously Sold with an Active Municipal Lien 604-9 TSC#16-00039 (903 Mattison Ave.)

2018-145 Resolution Approving Award of Contract for Regional Contribution Agreement Project 1102 Sunset Ave.)

2018-146 Resolution Approving Award of Contract for Regional Contribution Agreement Project 1010 Sunset Ave.)

2018-147 Resolution Approving 2017-2018 Alcoholic Beverage Control License for Sixth Gear Enterprises, LLC in the City of Asbury Park, County of Monmouth, New Jersey

INDIVIDUAL RESOLUTIONS

2018-137 A Resolution Of The Mayor And Council Of The City Of Asbury Park, Acting As The Waterfront Redevelopment Entity, Granting Conceptual Approval For Amendments To The Asbury Lanes Project On Block 4104, Lot 9, 209 Fourth Avenue And Referral To The Asbury Park Planning Board

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

2018-148 Resolution Approving Payment of Bills
Council Member Chapman abstains from PO 18-00374.

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

2018-149 Resolution of Reappointment of Cindy A. Dye to the Position of Municipal Clerk and Establishment of Tenure

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

2018-150 Resolution Authorizing Change Order Number 5 for Springwood Avenue Park

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

2018-151 Resolution Authorizing Change Order #7 for Springwood Avenue Park professional services

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

2018-152 Resolution of The Mayor And City Council of The City of Asbury Park Designating Interfaith Neighbors, Inc. as Redeveloper of the Parcel known as 1276 Washington Avenue (Block 1403, Lot 10) In The Washington Avenue Redevelopment Area and Approving a Redeveloper Agreement by and between The City And Interfaith Neighbors

RESULT:	TABLED [UNANIMOUS]
	Next: 4/25/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-153 A Resolution Declaring May 19, 2018 as TEDx Asbury Park Day

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

ORDINANCES

Introduction

2018-15 Adoption of an Amendment to the Waterfront Redevelopment Plan
Public hearing is scheduled for May 9, 2018.

RESULT:	INTRODUCED [4 TO 1]
	Next: 5/9/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2018-20 Amendment No. 1 To An Ordinance Of The City Of Asbury Park, In The County Of Monmouth, New Jersey, Providing For The Special Assessment Of The Cost Of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility And Other Infrastructure Improvements In Portions Of The Prime Renewal Area And The Boardwalk Area Within The Asbury Park Waterfront Redevelopment Area And Establishment Of A Mechanism For Payment Of The Cost Thereof

Public hearing is scheduled for May 9, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/9/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-21 An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight "Development Fees" to the Code of the City of Asbury Park

Public hearing is scheduled for May 9, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/9/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2018-14 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a CAP Bank (N.J.S.A. 40A:4-45.14)

Motion to open the meeting to the public made by Deputy Mayor Quinn and seconded by Council Member Chapman. All were in favor.

No one from the public spoke:

Motion to open the meeting to the public made by Deputy Mayor Quinn and seconded by Council Member Kendle. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 7:45 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Apr 11, 2018 7:00 PM (Minutes)

**RESOLUTION NO. 2018-175**

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

RESOLUTION RECOGNIZING APRIL AS GET YOURSELF TESTED MONTH

WHEREAS April is National Get Yourself Tested Month to raise awareness about sexually transmitted diseases (STDs); and

WHEREAS the rate of bacterial sexually transmitted diseases has risen 35% in New Jersey; and

WHEREAS 1 in 2 sexually active people in the United States will contract an STD in their lifetime; and

WHEREAS sexually transmitted diseases left untreated can have long-term health implications including certain types of cancer as well as infertility; and

WHEREAS all STDs are treatable, even HIV, and many are curable; early treatment can prevent serious, life-long health problems; and

WHEREAS STDs, particularly HIV, disproportionately impact young people, LGBT communities and communities of color; and

WHEREAS Governor Phil Murphy recently restored state funding for family planning services including testing and treatment for STDs; and

WHEREAS Planned Parenthood health centers offer STD testing and treatment as part of the full range of reproductive health care as well as comprehensive sexual education; and

NOW, THEREFORE, BE IT RESOLVED that we, the Mayor and City Council of the City of Asbury Park, recognize that STDs are a significant public health concern which can only be addressed through access to high-quality reproductive health care and comprehensive sexual education;

BE IT FURTHER RESOLVED that we, the Mayor and City Council of the City of Asbury Park, recognize April as Get Yourself Testing month and encourage residents to take control of their reproductive health by getting tested for STDs at a local Planned Parenthood health center.

I, CINDY A. DYE, 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. 2018-175 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK

**RESOLUTION NO. 2018-141**

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

ADOPTION OF THE 2018 MUNICIPAL BUDGET

I, CINDY A. DYE, 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. 2018-141 which was finally adopted by the City Council at a meeting held on the 9th day of May, 2018

CERTIFIED BY ME THIS 12th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK

**RESOLUTION NO. 2018-155**

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

RESOLUTION TO AMEND THE 2018 CALENDAR YEAR BUDGET

WHEREAS, the local municipal budget for the calendar year 2018 was approved on the 14th day of March, 2018; and

WHEREAS, the public hearing on said budget has been held as advertised; and

WHEREAS, it is desired to amend said approved budget.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Asbury Park, County of Monmouth, New Jersey, that the attached amendments to the approved budget for the calendar year 2018 be made.

I, CINDY A. DYE, 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. 2018-155 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK

	<u>From</u>	<u>To</u>
Current Fund - Anticipated Revenues:		
General Revenues		
3. Miscellaneous Revenues		
Section B: State Aid Without Offsetting Appropriations:		
Consolidated Municipal Property Tax Relief Aid	8,073,200.00	7,591,446.00
Energy Receipts Tax	5,419,644.00	5,901,398.00
Transitional Aid		
Total Miscellaneous Revenues - Section B	<u>13,492,844.00</u>	<u>13,492,844.00</u>
Total Miscellaneous Revenues	<u>24,955,675.18</u>	<u>24,955,675.18</u>
4. Receipts from Delinquent Taxes	30,000.00	30,000.00
5. Subtotal General Revenues	<u>\$ 29,632,367.22</u>	<u>\$ 29,632,367.22</u>
7. TOTAL GENERAL REVENUES	<u><u>\$ 47,037,001.62</u></u>	<u><u>\$ 47,037,001.62</u></u>

Current Fund - Appropriations

	<u>From</u>	<u>To</u>
(C) Capital Improvements-Excluded from "CAPS"		
Capital Outlay	225,000.00	
Software Various Departments		75,000.00
Security of City Hall		50,000.00
Road Improvements		100,000.00
Total Capital Improvements Excluded from "CAPS"	<u>425,000.00</u>	<u>425,000.00</u>
(H-2) Total General Appropriations for Municipal Purposes Excluded from "CAPS"	<u>4,396,134.18</u>	<u>4,396,134.18</u>
(O) Total General Appropriations- Excluded from "CAPS"	<u>4,396,134.18</u>	<u>4,396,134.18</u>
(L) Subtotal General Appropriations (Items (H-1) and (O))	<u>46,624,320.62</u>	<u>46,624,320.62</u>
9. TOTAL GENERAL APPROPRIATIONS	<u><u>\$ 47,037,001.62</u></u>	<u><u>\$ 47,037,001.62</u></u>

BE IT FURTHER RESOLVED, that two (2) certified copies of this resolution be filed forthwith in the Office of the Director of the Division of Local Government Services for certification of the 2018 local municipal budget so amended.

BE IT FURTHER RESOLVED, that this complete amendment, in accordance with the provisions of N.J.S. 40A: 4-9, be published in The Asbury Park Press, N.J., in the issue of May 3, 2018 and that said publication contain notice of public hearing on said amendment to be held at the Municipal Building on May 9, 2018, at 7:00 o'clock p.m.

IT IS HEREBY CERTIFIED that this is a true copy of a resolution amending the Budget, adopted by the governing body on the 25th of April, 2018.



RESOLUTION NO. 2018-156

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

RESOLUTION SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on April 25, 2018 the following Special Events Applications were presented for approval by the Director of Recreation:

1. National Day of Prayer
2. Jersey Pride
3. Community Spring Health Fair
4. 5 Alarm 5k
5. Parker/Heck Wedding 9/21

WHEREAS, the Mayor and Council have determined to approve said applications, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

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, that all the above referenced Special Events Applications are hereby approved, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

I, CINDY A. DYE, 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. 2018-156 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-157

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2018 BUDGET

WHEREAS, N.J.S.A 40A:4-20 provides that the Governing Body by a 2/3 vote of the full membership thereof may make emergency temporary appropriations for any purpose for which appropriation may lawfully be made for the period between the beginning of the current fiscal year and the final adoption of the budget for the said year; and

WHEREAS, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2018 budget.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following Emergency Temporary Appropriation for the year 2018 be adopted and a certified copy of this resolution be provided to the Borough's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

	<u>From</u>	<u>To</u>
Current Fund:		
Communications S&W	\$6,828.75	\$10,000.00
Planning Department OE	10,000.00	12,000.00
Zoning Board OE	4,000.00	6,00000
Planning Board OE	5,200.00	6,200.00

I, CINDY A. DYE, 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. 2018-157 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-158

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

RESOLUTION SUPPORTING THE CLICK IT OR TICKET MOBILIZATION OF MAY 14 – JUNE 3, 2018

WHEREAS, there were 604 motor vehicle fatalities in New Jersey in 2016; and

WHEREAS, a large percentage of the motor vehicle occupants killed in traffic crashes were not wearing a seat belt; and

WHEREAS, use of a seat belt remains the most effective way to avoid death or serious injury in a motor vehicle crash; and

WHEREAS, the National Highway Traffic Safety Administration estimates that 135,000 lives were saved by safety belt usage nationally between 1975-2000; and

WHEREAS, the State of New Jersey will participate in the nationwide Click It or Ticket seat belt mobilization from May 14 - June 3, 2018 in an effort to raise awareness and increase seat belt usage through a combination of enforcement and education; and

WHEREAS, the Division of Highway Traffic Safety has set a goal of increasing the seat belt usage rate in the state from the current level of 93% to 95%; and

WHEREAS, a further increase in seat belt usage in New Jersey will save lives on our roadways.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Asbury Park do hereby declare their support for the Click It or Ticket seat belt mobilization both locally and nationally from May 14 - June 3, 2018 and pledges to increase awareness of the mobilization and the benefits of seat belt use.

I, CINDY A. DYE, 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. 2018-158 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-159

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

RESOLUTION TO CREDIT SEWER ACCOUNT BLOCK 1905 LOT 16 1319 ASBURY AVENUE

WHEREAS: The Tax Collector noticed a missed billing on the property located at 1319 Asbury Avenue, Block 1905 Lot 16 and confirmed that a discrepancy exists between the billing from New Jersey American Water Company and the City of Asbury Park for water and sewer consumption, account 10145509-1; and

WHEREAS, it was made certain that New Jersey American Water Company re-billed for 211,000 gallons which the City of Asbury Park uploaded and billed for 320 ,000 gallons for December 2015 - February 2018 at a rate of \$2,048.00; and

WHEREAS, it has been determined by the City of Asbury Park Tax & Sewer Department that the reading from New Jersey American Water Company should be used for billing; 211,000 gallons of usage at the rate of \$1,595.65; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to credit the sewer account # 10145509-1 for the 2018 2nd QTR sewer billing in the amount of \$452.35 (The rate of \$4.15 per 1,000 gallons and quarterly demand charge in the amount of \$80.00) and adjust said account to reflect the new amount of \$1,595.65.

I, CINDY A. DYE, 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. 2018-159 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-160

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

RESOLUTION TO CREDIT SEWER ACCOUNT BLOCK 3104 LOT 1 300 EMORY/ COOKMAN AVENUE & BANGS; 531 COOKMAN AVENUE

WHEREAS: The Tax Collector noticed a missed billing on the property located at 300 Emory/ Cookman & Bangs, also known as 531 Cookman Avenue, Block 3104 Lot 1 and confirmed that a discrepancy exists between the billing from New Jersey American Water Company and the City of Asbury Park for water and sewer consumption, account 10541755-1; and

WHEREAS, it was made certain that New Jersey American Water Company re-billed for 1,107,000 gallons which the City of Asbury Park uploaded and billed for 1,633,000 gallons for December 2017 - February 2018 at a rate of \$12,136.95; and

WHEREAS, it has been determined by the City of Asbury Park Tax & Sewer Department that the reading from New Jersey American Water Company should be used for billing; 1,107,000 gallons of usage at the rate of \$9,954.05; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to credit the sewer account # 10541755-1 for the 2018 2nd QTR sewer billing in the amount of \$2,182.90 (The rate of \$4.15 per 1,000 gallons and demand charges in the amount of \$5,360.00) and adjust said account to reflect the new amount of \$9,954.05.

I, CINDY A. DYE, 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. 2018-160 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-161

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

RESOLUTION APPROVING AWARD OF CONTRACT FOR REGIONAL CONTRIBUTION AGREEMENT PROJECT (1113 MONROE AVE.)

WHEREAS, request for estimates for Regional Contribution Agreement (“RCA”) project located at 1113 Monroe Avenue were received by the City Clerk on March 8, 2018; and

WHEREAS, the results of those estimates are as follows:

CONTRACTOR	ESTIMATE
TCZ Construction	\$40,634
Wildman Home Improvement	\$44,700
Anpe Corp.	\$65,615
Staff Estimate	\$43,298

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

1. TCZ Construction line by line estimate did not total the written sum and the contractor stated that he was unable to do the project using the line by line estimate. Therefore, this contractor is disqualified.
2. The contract for the RCA project located at 1113 Monroe Avenue be awarded to Wildman Home Improvement for an amount not to exceed \$44,700, in accordance with the selection of the property owner, James Ezell, subject of Certification of Funds from the Finance Officer. Available sufficient uncommitted appropriations in Account T-38-56-850-850-802. The maximum dollar value of the pending contract is as set forth in the resolution.

I, CINDY A. DYE, 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. 2018-161 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-152

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK DESIGNATING INTERFAITH NEIGHBORS, INC. AS REDEVELOPER OF THE PARCEL KNOWN AS 1276 WASHINGTON AVENUE (BLOCK 1403, LOT 10) IN THE WASHINGTON AVENUE REDEVELOPMENT AREA AND APPROVING A REDEVELOPER AGREEMENT BY AND BETWEEN THE CITY AND INTERFAITH NEIGHBORS

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the “Act”), authorizes municipalities to participate in the redevelopment and improvement of areas that are in need of redevelopment or rehabilitation; and

WHEREAS, in order to stimulate redevelopment, the City, by resolution, designated certain properties within the City of Asbury Park as areas in need of redevelopment in accordance with the Act (the “Redevelopment Area”); and

WHEREAS, the City, by Ordinance 2948 on September 1, 2010, adopted the Redevelopment Plan for the Washington Avenue Redevelopment Area (the “Redevelopment Plan”), which includes the Property, under its former block and lot description, and which sets forth the plan for the Redevelopment Area; and

WHEREAS, the City has determined that the Property is no longer needed for any public use and that redevelopment of the Property will contribute to the reinvigoration of the City; and

WHEREAS, the Redeveloper has submitted a preliminary project description to the City outlining its intention to redevelop the Property into a two-family home, a copy of which is attached hereto as Exhibit A (the “Preliminary Project Description”); and

WHEREAS, based upon the City’s review of the Preliminary Project Description and other information, the City has determined that the Redeveloper possesses the proper qualifications, financial resources and the capacity to acquire and redevelop the Property; and

WHEREAS, pursuant to the provisions of N.J.S.A. 40A:12A-8(g), the City desires to sell the Property to the Redeveloper for the total consideration of \$ 7500.00 (“Purchase Price”), which price, and under such terms as the City deems to be reasonable, for the purpose of redeveloping the Property, as may be applicable, in accordance with the Act, this Agreement, and the Redevelopment Plan; and

WHEREAS, the City and Redeveloper desire to enter into this Agreement which provides for the redevelopment of the Property consistent with the Redevelopment Plan, as amended; and

WHEREAS, this Agreement shall supersede any previous Agreement(s) or conditions related to the redevelopment of the Property.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Asbury Park that:

- (1) Recitals. The recitals hereto are fully incorporated herein as if set forth at length
- (2) Designation of Interfaith Neighbors, Inc. as Redeveloper. Upon execution of the Redeveloper Agreement, Interfaith Neighbors, Inc. shall be designated as redeveloper of the Project Area pursuant to the Act and the Redevelopment Plan
- (3) Approval of the Redeveloper Agreement. The Redeveloper Agreement, and the related exhibits thereto, substantially in the form attached hereto as Exhibit A, is hereby approved, together with any changes, insertions and omissions thereto as the City Manager, after consultation with redevelopment counsel to the City, deem in their collective discretion to be necessary or desirable for the execution thereof.
- (4) Execution of the Redevelopment Agreement. The City Manager of the City of Asbury Park, in the County of Monmouth (the “City Manager”) is hereby authorized and directed, upon satisfaction of all legal conditions precedent to the execution and delivery by the City of the Redeveloper Agreement, together with each of the exhibits to which the City is a signatory, in substantially the form of the draft attached hereto and such changes as may be provided in accordance with Section 3 hereof.
- (5) Attestation and Sealing of the Redeveloper Agreement. The Clerk of the City is hereby authorized and directed, upon the execution of the Redeveloper Agreement and required exhibits in accordance with the terms of Section 4 hereof, to attest to the signature of the City Manager upon such documents and is hereby further authorized and directed thereupon affix the corporate seal of the City upon such documents.
- (6) Implementation of the Redeveloper Agreement. Upon execution and attestation and placing of the seal of the Redeveloper Agreement hereof, the City Manager and City staff and professionals are hereby authorized and directed to (i.) deliver the fully executed, attested and sealed document to the other parties thereto, (ii) perform such other actions as the City Manager deems necessary or desirable in relation to the exaction and delivery of the Redevelopment agreement and (iii) execute, deliver and accept the normal and customary documents in this regard and undertake all actions reasonably necessary to effectuate the purpose and intent of the Redeveloper Agreement and the Resolution.

I, CINDY A. DYE, 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. 2018-152 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 12th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK

Exhibit A - Project Description

IFN Pathway to Homeownership Program

The West Side of Asbury Park has an owner occupancy rate of approximately 20%. Nearly 80% of West Side residents live in rental properties the majority of which are owned by out of town investors who typically do little to maintain their properties. A substantial obstacle for many families who wish to become homeowners is the difficulty of accumulating down payment and closing cost funds. Their mortgage payments are often less than the rental amounts they have been paying, but without the down payment and closing cost funds these families are not able to purchase their own homes.

IFN's 'Pathway to Home Ownership' program works with prospective home buyers by providing a rental unit for a period of 1 to 2 years during which time the prospective home purchaser is able to accumulate funds for down payment and closing costs, receive First Time Home Owner training to acquire a HUD First Time Home Buyer Certificate and to receive assistance in addressing any credit issues that may be an impediment to purchasing a home.

The Program Participant is able to accumulate funds because IFN deposits \$500.00 per month of the rent paid during the first year of participation in the program into an Escrow Account to be used by the program participant for down payment and/or closing costs.

IFN will construct a 2-story, 3000 s.f. 2-family home (wood frame construction) for families participating in Interfaith Neighbors Pathway to Home Ownership Program. The building will be a duplex configuration that will accommodate two families at any one time. Each unit in the duplex will have 3 bedroom and 2.5 baths and will have bamboo flooring in all bedrooms, hallways and living areas. Kitchens and bathrooms will all have tile flooring. All appliances will be Energy STAR and include w/d, oven/range, dishwasher, microwave and high efficiency HVAC systems. A home security system to be installed in each unit.

The facility at 1276 Washington Avenue is not the home participants might buy, rather that facility is used to allow future participants to prepare for their own home ownership opportunity.

Exhibit B - Project Timeline

IFN Pathway to Homeownership Program

1. Within 30 days of the execution of the Redevelopment Agreement, IFN to provide to the City a Title Commitment for the property;
2. Within 60 days of IFN providing the City with a Title Commitment for the property, City to convey title to the property to IFN;
3. Within 30 days of the transfer of title to the property, IFN to submit an application for Building Permit;
4. Within 30 days of the issuance of a Building Permit, IFN to commence construction of the project;
5. Within 1 year of the issuance of the building permit, IFN to complete construction of the Project and file an application for a Certificate of Occupancy;
6. Within 30 days of the issuance of a Certificate of Occupancy, IFN shall request in writing that the City issue a Certificate of Completion.



RESOLUTION NO. 2018-162

**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 \$1,732,881.80

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	\$ 733,131.17
MONMOUTH COUNTY	\$ <u>999,750.63</u>
TOTAL VOUCHERS	\$ 1,732,881.80

I, CINDY A. DYE, 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. 2018-162 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK

April 19, 2018
09:06 AM

CITY OF ASBURY PARK
Bill List By Budget Account

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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: 7-First to 8-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: FIRE DEPARTMENT
Extd: FIRE DEPARTMENT

7-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC	17-03371	Blanket PO not to exceed	2,677.00	0.00	B
	Extd Total: FIRE DEPARTMENT			2,677.00		
	Department Total: FIRE DEPARTMENT			2,677.00		
	CAFR Total:			2,677.00		
	Fund Total: CURRENT			2,677.00		

Fund: PARKING UTILITY: BUDGET:
Department: PARKING UTILITY O/E: OTHER EXPENSES:
Extd: PARKING UTILITY O/E: OTHER EXPENSES:

7-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
INTECH	INTEGRATED TECHNICAL SYSTEMS,	18-01066	#YE3261 Digital EMS Nov 2017	4,590.00	0.00	
IPSGRO	IPS GROUP, INC.	18-01221	#29931 Paper Roll (Qty 700)	17,150.00	0.00	
				<u>21,740.00</u>		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			21,740.00		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			21,740.00		
	CAFR Total:			21,740.00		
	Fund Total: PARKING UTILITY: BUDGET:			21,740.00		
	Year Total:			24,417.00		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

8-01-20-100-000-201	ADMINISTRATION General Plant					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES MA	18-01104	2018 Municipal Directory	30.00	0.00	
WBMASON	W.B.MASON CO., INC.	18-01112	#WBM21200:8 1/2 x 11 COPY	104.32	0.00	
ENVSTR	Environmental Strageties &	18-01127	Mold & Air Quality Assessment	1,610.00	0.00	
CSCTRO	C.S.C. TROPHIES	18-01146	Easter supplies	582.00	0.00	
				<u>2,326.32</u>		

8-01-20-100-000-202	ADMINISTRATION Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	18-01148	for ink stamper	45.35	0.00	

8-01-20-100-000-209	ADMINISTRATION Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-00096	#3466020118 27 of 60	415.22	0.00	
	Extd Total: ADMINISTRATION			2,786.89		
	Department Total: ADMINISTRATION			2,786.89		

Attachment: Bill List 4-25-18 (2018-162 : Payment of Bills)

April 19, 2018
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CITY OF ASBURY PARK
Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: HUMAN RESOURCES						
Extd: HUMAN RESOURCES						
8-01-20-105-000-299	HUMAN RESOURCES Misc.					
LAWOFFS	LAW OFFICE OF STEVEN S.	18-01246	Services for March 2018	6,000.00	0.00	
Extd Total: HUMAN RESOURCES				6,000.00		
Department Total: HUMAN RESOURCES				6,000.00		
Department: MAYOR & COUNCIL						
Extd: MAYOR & COUNCIL						
8-01-20-110-000-299	MAYOR & COUNCIL Misc.					
CRAPRI	CRAFTMASTER PRINTING, INC.	18-01149	Envelopes for Mayor	169.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	18-01150	Linen stationary for Mayor	35.00	0.00	
				<u>204.00</u>		
Extd Total: MAYOR & COUNCIL				204.00		
Department Total: MAYOR & COUNCIL				204.00		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
8-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
WBMASON	W.B.MASON CO., INC.	18-01112	#WBM21200:8 1/2 x 11 COPY	104.32	0.00	
MACPRIN	MACLEARIE PRINTING, LLC	18-01222	taxi medalion dmv quote	170.00	0.00	
				<u>274.32</u>		
8-01-20-120-000-212	MUNICIPAL CLERK Dues,Subscript.					
MUNCLR	MUNICIPAL CLERK'S ASSOC.OF MON	18-01276	2018 Membership-Cindy Dye	150.00	0.00	
8-01-20-120-000-216	MUNICIPAL CLERK Supplies-Compu.					
ACCELA	ACCELA, INC.	18-00602	INV. ACC37557	706.20	0.00	
ACCELA	ACCELA, INC.	18-00929	inv. acc38306	706.20	0.00	
ACCELA	ACCELA, INC.	18-00988	#ACC36573-JAN 2018 \$706.20	706.20	0.00	
				<u>2,118.60</u>		
8-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA	THE NEW COASTER	18-01153	INV. 50758 LEGAL ADS	63.98	0.00	
ASBPAK	ASBURY PARK PRESS	18-01277	legal ads	254.40	0.00	
				<u>318.38</u>		
Extd Total: MUNICIPAL CLERK				2,861.30		
Department Total: MUNICIPAL CLERK				2,861.30		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
8-01-20-130-000-201	FINANCE General Plant					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-00096	#3466020118 27 of 60	215.55	0.00	
8-01-20-130-000-202	FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC.	18-01112	#WBM21200:8 1/2 x 11 COPY	104.32	0.00	

Attachment: Bill List 4-25-18 (2018-162 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-20-130-000-204	FINANCE Outside Services					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-01123	Financail Advisory Services	1,793.75	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			2,113.62		
	Department Total: FINANCIAL ADMINISTRATION			2,113.62		
Department: COMPUTERIZED DATA PROCESSING						
Extd: COMPUTERIZED DATA PROCESSING						
8-01-20-140-000-218	COMPUTERIZED DATA PROC. Contract Service					
SHIINT	SHI INTERNATIONAL CORP	18-00904	Quote 14861831	339.55	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-01215	Quote 15114128 Surge Protector	92.00	0.00	
JOSDEL	Joseph Dellaragione	18-01250	Computer Supplies Reimb.	89.94	0.00	
				521.49		
	Extd Total: COMPUTERIZED DATA PROCESSING			521.49		
	Department Total: COMPUTERIZED DATA PROCESSING			521.49		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
8-01-20-145-000-202	TAX REV ADMIN Office Supplies					
WBMASON	W.B.MASON CO., INC.	18-01112	#WBM21200:8 1/2 x 11 COPY	104.32	0.00	
8-01-20-145-000-209	TAX REV ADMIN Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-00096	#3466020118 27 of 60	236.52	0.00	
HLSYS	H&L SYSTEMS, INC.	18-01184	Software Maintenance 3/2/18	600.00	0.00	
				836.52		
	Extd Total: TAX REVENUE ADMINISTRATION			940.84		
	Department Total: TAX REVENUE ADMINISTRATION			940.84		
	CAFR Total:			15,428.14		
Department: Planning Department						
Extd: Planning Department						
8-01-21-179-000-201	Planning Dept. General Plant					
PAGAL	Parlor Gallery	18-01036	Art Park Parlor first invoice	1,230.00	0.00	
RUTGOV	RUTGERS,THE STATE UNIV. OF NJ	18-01151	Spring 2018 Registration	1,024.00	0.00	
				2,254.00		
	Extd Total: Planning Department			2,254.00		
	Department Total: Planning Department			2,254.00		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
8-01-21-180-000-201	PLANNING BOARD General Plant					
NJPLAN	NJ PLANNING OFFICIALS,INC.	18-00128	NJPO 2018 inv. NMP-202022017	185.00	0.00	

Attachment: Bill List 4-25-18 (2018-162 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-21-180-000-201	PLANNING BOARD General Plant		Continued			
STSHOR	ST SHORTHAND REPORTING SERVICE	18-01137	Inv.ZB 639808 & PB 639809	83.34	0.00	
				268.34		
	Extd Total: PLANNING BOARD			268.34		
	Department Total: PLANNING BOARD			268.34		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
8-01-21-185-000-209	ZONING BOARD Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-00096	#3466020118 27 of 60	200.97	0.00	
NJPLAN	NJ PLANNING OFFICIALS,INC.	18-00128	NJPO 2018 inv. NMP-202022017	185.00	0.00	
				385.97		
	Extd Total: ZONING BOARD OF ADJUSTMENT			385.97		
	Department Total: ZONING BOARD OF ADJUSTMENT			385.97		
	CAFR Total:			2,908.31		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
8-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-00096	#3466020118 27 of 60	189.66	0.00	
MONBUI	MONMOUTH CTY BLDING. OFFICIALS	18-00398	2018 Association Dues	80.00	0.00	
				269.66		
	Extd Total: CONSTRUCTION CODE OFFICIAL			269.66		
	Department Total: CONSTRUCTION CODE OFFICIAL			269.66		
	CAFR Total:			269.66		
Department: WORKER'S COMPENSATION						
Extd: WORKER'S COMPENSATION						
8-01-23-215-000-209	WORKER'S COMPENSATION Fees					
NJINT	NJ INTERGOVERNMENTAL INS. FUND	18-01356	w/c Installment 5/15/18	82,311.25	0.00	
	Extd Total: WORKER'S COMPENSATION			82,311.25		
	Department Total: WORKER'S COMPENSATION			82,311.25		
	CAFR Total:			82,311.25		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
8-01-25-240-000-201	POLICE General Plant					
MCLSIG	MCLAIN SIGNS	18-00048	#2017-363 Taxi Permit Decals	225.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-00096	#3466020118 27 of 60	718.24	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	18-00528	94th Basic Course Polilce	750.00	0.00	
INSPSY	INST.FOR FORENSIC PSYCOLOGY	18-01051	#11231, Psychological Eval.	4,000.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	18-01186	#8485984,#8533231,20 Bottles	181.78	0.00	
INSPSY	INST.FOR FORENSIC PSYCOLOGY	18-01244	#11275 Psychological Eval P.O.	450.00	0.00	
				6,325.02		

Attachment: Bill List 4-25-18 (2018-162 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-25-240-000-203	POLICE Motor Vehicle					
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-00057	Blanket Car Repairs	309.85	0.00	B
ASBCIR	ASBURY CIRCLE CAR WASH	18-00607	Blanket Cars Washed Feb 2018	155.25	0.00	B
MAAAUT	MAACO AUTO PAINTING	18-00981	#603441 Repairs to Car 11	540.60	0.00	
ASBCIR	ASBURY CIRCLE CAR WASH	18-01061	Blanket Cars Washed March	184.00	0.00	B
BENAUT	BENNETT'S AUTO RECOVERY	18-01185	#18-0640335 Towed 2018 Nissan	105.00	0.00	
ATLLOK	ATLANTIC LOCK & SAFE	18-01240	#23145 (2) Truck Keys	220.00	0.00	
				<u>1,514.70</u>		
8-01-25-240-000-218	POLICE Contract.Serv.					
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-01239	#4144168,4144169, Meter Reader	75.02	0.00	
VERIZON	VERIZON WIRELESS	18-01241	#9803791933 Current Charges	1,318.55	0.00	
VERIZON	VERIZON WIRELESS	18-01323	#9804740518 Current Charges	84.05	0.00	
				<u>1,477.62</u>		
	Extd Total: POLICE DEPARTMENT			9,317.34		
	Department Total: POLICE DEPARTMENT			9,317.34		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
8-01-25-265-000-201	FIRE DEPT. General Plant					
HERCRY	HERITAGE-CRYSTAL CLEAN,LLC	18-01013	Truck Equip Clean #15000709	403.99	0.00	
AIRGAS	AIR GAS TECHNOLOGIES	18-01045	Quote #021618-08 air comp svc	2,676.00	0.00	
GRAING	GRAINGER	18-01096	Table/Shelf	385.61	0.00	
AIRUSA	AIRGAS USA, LLC	18-01100	Open Invoices	75.72	0.00	
TIMAND	Timothy E. Anderson	18-01389	SHIPPING INV #18-0020	20.00	0.00	
				<u>3,561.32</u>		
8-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-00226	Blanket PO not to exceed	273.49	0.00	B
FISONS	FIS on Site Service LLC	18-00961	Blanket door sensor repair 839	252.17	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01025	Blanket PO (DPW repairs)	724.27	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01228	Quote 14-99803	388.05	0.00	
				<u>1,637.98</u>		
8-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC	18-01029	Est #EST18642 Rescue Equip	512.94	0.00	
8-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-00096	#3466020118 27 of 60	83.31	0.00	
8-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	18-01118	Quote #74074 Narcan /EMS Suppl	546.48	0.00	
	Extd Total: FIRE DEPARTMENT			6,342.03		
	Department Total: FIRE DEPARTMENT			6,342.03		
	CAFR Total:			15,659.37		

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CITY OF ASBURY PARK
Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
8-01-26-290-000-201	STREETS & ROAD	General Plant				
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-00096	#3466020118 27 of 60	211.19	0.00	
THEHAR	THE HARDWARE STORE	18-00139	Various Tools, Material, etc	57.18	0.00	B
NJLWFD	NJ Dept. of Labor & WF Dev.	18-00202	Operator's Licence Renewal Fee	80.00	0.00	
UPTFAS	UPTIGHT FASTNERS	18-00288	Various Supplies, Parts, etc	58.22	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY	18-00290	Various Material, Parts, etc	31.78	0.00	B
JOHGUI	JOHN GUIRE CO.	18-00787	Various Supplies, Tools, etc	1,211.78	0.00	B
STAVOLA	STAVOLA COMPANIES	18-00789	Cold Patch, HM Asphalt, etc	128.33	0.00	B
CENJER	CENTRAL JERSEY SUPPLY CO.	18-00858	Q#15584 Hoses & Various Valves	2,115.10	0.00	
BUICON	BUILDING SAFETY CONFERENCE	18-00957	Registration Fee - Bianchini	370.00	0.00	
GRAING	GRAINGER	18-00974	Q# 2036020978 Polymershapes	154.57	0.00	
FADMAL	Fady Malaty	18-01122	Reimbursement auto damage	441.53	0.00	
ESSEMAN	Essex Management Services Inc.	18-01207	3B Turf Pest Control	145.00	0.00	
				5,004.68		
8-01-26-290-000-202	STREETS & ROAD	Office Supplies				
WBMASON	W.B.MASON CO., INC.	18-01112	#WBM21200:8 1/2 X 11 COPY	104.32	0.00	
8-01-26-290-000-203	STREETS & ROAD	Motor Vehicle				
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-00144	Material, Parts, Tools, etc	1,084.69	0.00	B
EDWTIR	EDWARDS TIRE CO.	18-00147	Various Tires, Parts, etc	181.63	0.00	B
ALLDIE	ALLIED DIESEL SERVICE CORP.	18-00148	Various Material, Parts, etc	193.12	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	18-00149	Service, Material, Tools, etc	16.42	0.00	B
JACDOH	JACK DOHENY COMPANIES	18-00150	Service, Material, Parts, etc	359.83	0.00	B
EDWTIR	EDWARDS TIRE CO.	18-00788	Services, Material, Tools, etc	580.00	0.00	B
SEAFOR	SEA BREEZE FORD INC.	18-01079	Q# Q000215072 Clutch Asy - Fan	237.44	0.00	
SEAFOR	SEA BREEZE FORD INC.	18-01138	Quote: Alignment (Ford F-250)	99.95	0.00	
HAREQU	HARTER EQUIPMENT, INC.	18-01140	Wiring Harness and Freight	303.45	0.00	
RHSPRI	R&H SPRING & TRUCK REPAIR, INC.	18-01159	Q# 36005 Trailer Spring, etc	410.95	0.00	
				3,467.48		
8-01-26-290-000-205	STREETS & ROAD	Snowstorm Expenses				
CHEMEQ	Chemical Equipment Lab of DE	18-01170	#D033038 Bulk Deicing Sale	1,210.86	0.00	
8-01-26-290-000-211	STREETS & ROAD	Traffic				
THEHAR	THE HARDWARE STORE	18-01108	Supplies for Parking Utility	69.18	0.00	B
8-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
WATEAS	WATERLOGIC EAST LLC	18-00117	Service Agreement #32133	38.26	0.00	B
SEAWEL	SEABOARD WELDING SUPPLY, INC.	18-00380	Various Material/Supplies, etc	77.00	0.00	B
CABLE	CABLEVISION OF NYC	18-01290	Account No. 07866-183188-01-1	28.12	0.00	
				143.38		
8-01-26-290-000-222	STREETS & ROAD	Training				
ESSEMAN	Essex Management Services Inc.	18-01206	3A Ornamental Pest Control	145.00	0.00	
Extd Total: STREETS & ROADS MAINTENANCE				10,144.90		
Department Total: STREETS & ROADS MAINTENANCE				10,144.90		

Attachment: Bill List 4-25-18 (2018-162 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
8-01-26-305-000-209	SOLID WASTE Fees					
DELDEM	DELISA DEMOLITION, INC.	18-00161	Account #3511 - Tipping Fees	2,575.18	0.00	B
MONWIR	MONMOUTH WIRE & COMPUTER	18-00838	Recycling of Electronics	500.00	0.00	B
DELDEM	DELISA DEMOLITION, INC.	18-01075		3,670.14	0.00	B
DELDEM	DELISA DEMOLITION, INC.	18-01143	Account #3511 - Tipping Fees	30,062.56	0.00	B
TONWAS	TONKS WASTE OIL SERVICE	18-01167	#8394 Waste Oil Disposal	250.00	0.00	
				<u>37,057.88</u>		
8-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM	DELISA DEMOLITION, INC.	18-01144	#132598 Monthly Service	36,333.33	0.00	
	Extd Total: SOLID WASTE COLLECTION			73,391.21		
	Department Total: SOLID WASTE COLLECTION			73,391.21		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
8-01-26-310-000-201	BUILDING & GND General Plant					
THEHAR	THE HARDWARE STORE	18-00140	Various Tools, Material, etc	221.23	0.00	B
ATLLOK	ATLANTIC LOCK & SAFE	18-00143	Service, Material, Tools, etc	125.00	0.00	B
TRAUS	TRANE U.S. INC.	18-01158	Repair - Installation Labor	633.00	0.00	
				<u>979.23</u>		
8-01-26-310-000-218	BUILDING & GND Contract.Serv.					
GENINC	GENSERVE, INC.	18-00362	Q# AAAQ28717 Labor & Material	1,082.86	0.00	
SCHLE	SCHINDLER ELEVATOR CORP.	18-01237	#8104769263 Quarterly Billing	338.37	0.00	
				<u>1,421.23</u>		
	Extd Total: BUILDINGS & GROUNDS			2,400.46		
	Department Total: BUILDINGS & GROUNDS			2,400.46		
	CAFR Total:			85,936.57		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
8-01-27-350-000-201	SENIOR CENTER General Plant					
CABLE	CABLEVISION OF NYC	18-01095	Cable & Internet Service	127.18	0.00	
WBMASON	W.B.MASON CO., INC.	18-01232	MultiPurposCleaner & ToiPaper	149.77	0.00	
				<u>276.95</u>		
8-01-27-350-000-299	SENIOR CENTER Misc.					
FRASCA	FRANCIS H. SCALESSA	18-00098	Quote Yoga Class 1st Qtr	105.00	0.00	B
	Extd Total: SENIOR CENTER			381.95		
	Department Total: SENIOR CENTER			381.95		
	CAFR Total:			381.95		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
8-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
JCPL JCPL		18-01303	Master Account April 2018	1,659.37	0.00	
NJAMER N.J. AMERICAN WATER CO.		18-01355	ACCT #1018-210026567043	22,502.49	0.00	
				<u>24,161.86</u>		
	Extd Total: LIGHT, HEAT & POWER			24,161.86		
	Department Total: LIGHTING			24,161.86		
Department: TELEPHONE						
Extd: TELEPHONE						
8-01-31-440-000-299	TELEPHONE Misc.					
MONINT MONMOUTH INTERNET CORPORATION		18-01302	Invoice 278903-M	5,707.66	0.00	
VERZON VERIZON BUSINESS		18-01304	Fios Acct #152-069-551-0001-78	129.99	0.00	
				<u>5,837.65</u>		
	Extd Total: TELEPHONE			5,837.65		
	Department Total: TELEPHONE			5,837.65		
Department: GASOLINE						
Extd: GASOLINE						
8-01-31-460-000-299	GASOLINE Misc.					
ALLOIL ALLIED OIL, LLC		18-00238	Diesel Fuel, delivered	1,769.87	0.00	B
ALLOIL ALLIED OIL, LLC		18-01084	Unleaded Fuel, delivered	9,446.48	0.00	B
				<u>11,216.35</u>		
	Extd Total: GASOLINE			11,216.35		
	Department Total: GASOLINE			11,216.35		
	CAFR Total:			41,215.86		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
8-01-43-490-000-201	MUNIC COURT General Plant					
MUNCAP MUNICIPAL CAPITAL CORPORATION		18-00096	#3466020118 27 of 60	83.31	0.00	
8-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA BEATRIZ C. CRANEY		18-01124	3/16/18,3/22,3/23	428.75	0.00	
	Extd Total: MUNICIPAL COURT			512.06		
	Department Total: MUNICIPAL COURT			512.06		
	CAFR Total:			512.06		
	Fund Total: CURRENT			244,623.17		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	BEACH					
Department:	BEACH UTILITY O/E: OTHER EXPENSES:					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
8-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	18-00340	Various Supplies, Tools, etc	56.32	0.00	B
JAEUM	JAEGER LUMBER & SUPPLY COMPANY	18-00376	Various Material, Tools, etc	82.52	0.00	B
JAEUM	JAEGER LUMBER & SUPPLY COMPANY	18-00980 Q# 119665	SYP Treated, etc	3,212.57	0.00	
THESID	THE SIDING DEPOT	18-01165 Q#210735	Aluminum "F" Channel	286.00	0.00	
				<u>3,637.41</u>		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			3,637.41		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			3,637.41		
	CAFR Total:			3,637.41		
	Fund Total: BEACH			3,637.41		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
8-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-00792	55 Drum Syntheic Blend Oil	400.00	0.00	
INTECH	INTEGRATED TECHNICAL SYSTEMS,	18-01067 #YE3547	Digital EMS Feb 2018	3,285.00	0.00	
INTECH	INTEGRATED TECHNICAL SYSTEMS,	18-01068 #YE3642	Digital EMS March 2018	3,285.00	0.00	
INTECH	INTEGRATED TECHNICAL SYSTEMS,	18-01069 #YE3738	Digital EMS April 2018	3,285.00	0.00	
IPSGRO	IPS GROUP, INC.	18-01220 #30021	Monthly DMS Dec 2017	1,782.00	0.00	
				<u>12,037.00</u>		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			12,037.00		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			12,037.00		
	CAFR Total:			12,037.00		
	Fund Total: PARKING UTILITY: BUDGET:			12,037.00		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
8-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	18-00138	Various Tools, Material, etc	31.37	0.00	B
COOPOW	COOPER POWER SYSTEMS	18-01157	Emergency generator repairs	387.50	0.00	
RUTUND	RUTGERS UNIVERSITY	18-01293	Registration: Rudolph J Corona	275.00	0.00	
				<u>693.87</u>		
8-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-00096 #3466020118	27 of 60	75.00	0.00	
HERCRY	HERITAGE-CRYSTAL CLEAN,LLC	18-00132	Account #128688 Tank Unit Svcs	463.87	0.00	B
CABLE	CABLEVISION OF NYC	18-01085	Account No. 07866-152521-04-4	100.55	0.00	
				<u>639.42</u>		
8-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
AMEWAT	AMERICAN WATER	18-01301	Invoice 4000141760	390.92	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-07-55-502-000-224 PASVAL PASSAIC VALLEY SEWERAGE COM.	SEWER UTILITY O/E: Sludge Removal	18-01142	#514839 Sludge Disposal	8,840.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			10,564.21		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			10,564.21		
	CAFR Total:			10,564.21		
	Fund Total: SEWER UTILITY: BUDGET:			10,564.21		
	Year Total:			270,861.79		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	2017 Various Capital Improvements					
C-04-55-998-169-006 BELWIN BELMAR WINDOW SHOP	Various General Capital Improvements	18-01039	Quote blinds	1,010.00	0.00	
	Extd Total: 2017 Various Capital Improvements			1,010.00		
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-002 WINFOR WINNER FORD	Police Cars - 3	18-01001	Quote 3 Police Cars	111,588.00	0.00	
	Extd Total: Ord. 2018-4 Var. Capital Improvements			111,588.00		
	Department Total:			112,598.00		
	CAFR Total:			112,598.00		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			112,598.00		
Fund:	SEWER CAPITAL FUND BUDGET:					
C-08-55-524-000-299 LUCCON LUCAS CONSTRUCTION GROUP	Ord#2910 Sanitary Swr Imp.CBD/Springwood	17-04071	Resolution 2017-356	19,714.94	0.00	B
	Extd Total:			19,714.94		
	Department Total:			19,714.94		
Extd:	Various Sewer Improvements 2017-29					
C-08-55-527-017-002 LUCCON LUCAS CONSTRUCTION GROUP	Var. Sewer Improvements 2017-29	17-04071	Resolution 2017-356	233,928.36	0.00	B
	Extd Total: Various Sewer Improvements 2017-29			233,928.36		
	Department Total:			233,928.36		
	CAFR Total:			253,643.30		
	Fund Total: SEWER CAPITAL FUND BUDGET:			253,643.30		
	Year Total:			366,241.30		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-017-200 CARSUR CARLTON SURGICAL SUPPLY	2017 Mental Health Grant	17-04179	Blanket for Ensure	52.00	0.00	B

Attachment: Bill List 4-25-18 (2018-162 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-871-017-200	2017 Mental Health Grant		Continued			
WBMASON W.B.MASON CO., INC.		17-04295	Computer/Ink supplies Blanket	158.88	0.00	B
				210.88		
	Extd Total:			210.88		
	Department Total:			210.88		
G-02-43-886-018-200	2018 Mental Health Grant					
VISNUR VISITING NURSES ASSN. OF CENTR		18-00232	Nursing Services 2018 Blanket	3,833.33	0.00	B
	Extd Total:			3,833.33		
	Department Total:			3,833.33		
	CAFR Total:			4,044.21		
	Fund Total: GRANT FUND BUDGET:			4,044.21		
	Year Total:			4,044.21		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH NJ DEPT.HEALTH/SNR.SERV.		18-01251	March 2018 Dog Report	15.00	0.00	
	Extd Total:			15.00		
	Department Total:			15.00		
	CAFR Total:			15.00		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			15.00		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
T-17-74-850-850-807	2017 CDBG - FIRE EQUIPMENT					
FIRONE FIREFIGHTER ONE LIMITED		18-01018	Fire equipment	3,900.00	0.00	
	Extd Total:			3,900.00		
	Department Total:			3,900.00		
	CAFR Total:			3,900.00		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			3,900.00		
Fund:	TRUST OTHER					
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
AUCZIN AUCTION Z, INC.		18-01121	Premium 1606/28 17-00183	1,000.00	0.00	
AUCZIN AUCTION Z, INC.		18-01125	PREMIUM TSC	3,700.00	0.00	
USBPC7 US BANK-CUST PC7 FIRSTRUSTBANK		18-01155	Premium refunds Pc7	23,800.00	0.00	
TRYSTN TRYSTONE CAPITAL ASSETS, LLC		18-01174	premium tsc-17-00188	600.00	0.00	
TRYSTN TRYSTONE CAPITAL ASSETS, LLC		18-01178	Premium refunds	2,700.00	0.00	
USBPC7 US BANK-CUST PC7 FIRSTRUSTBANK		18-01188	PREMIUMS	4,200.00	0.00	
THEAPP THE APPROVED REALTY GROUP		18-01190	Premium refund	400.00	0.00	
USBPC7 US BANK-CUST PC7 FIRSTRUSTBANK		18-01258	Premium Refund	1,200.00	0.00	
USBPC7 US BANK-CUST PC7 FIRSTRUSTBANK		18-01260	Premium Refunds	4,100.00	0.00	
USBPC7 US BANK-CUST PC7 FIRSTRUSTBANK		18-01264	PREMIUM TSC-17-00038	900.00	0.00	
USBLIE US BANK/LIEN LOGIC FUND I, LLC		18-01295	PREMIUM TSC-16-00223	500.00	0.00	

Attachment: Bill List 4-25-18 (2018-162 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-20-56-850-909-801	Reserve for Tax Sale Premiums	Continued				
USBP7	US BANK-CUST PC7 FIRSTTRUSTBANK	18-01296	PREMIUM TSC-17-00007	<u>12,700.00</u>	0.00	
				55,800.00		
	Extd Total:			55,800.00		
	Department Total:			55,800.00		
	CAFR Total:			55,800.00		
	Fund Total: TRUST OTHER			55,800.00		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-360-000-299	MONROE/SEWELL INSPECTIONS(AP,LLC/K HOV)					
INSENG	INSITE ENGINEERING	18-01217	Insite-Monroe Condos Bulk Inv.	4,302.36	0.00	
	Extd Total:			4,302.36		
	Department Total:			4,302.36		
T-21-00-398-000-299	AP DISTILLERY(SACKCON, LLC)					
STSHOR	ST SHORTHAND REPORTING SERVICE	18-01137	Inv.ZB 639808 & PB 639809	83.33	0.00	
	Extd Total:			83.33		
	Department Total:			83.33		
T-21-00-410-000-299	508 3RD AVENUE(COLLEGE ACHIEVE SCHOOLS)					
STSHOR	ST SHORTHAND REPORTING SERVICE	18-01137	Inv.ZB 639808 & PB 639809	125.00	0.00	
	Extd Total:			125.00		
	Department Total:			125.00		
T-21-00-414-000-299	626 PROSPECT(COASTAL HABITAT HUMANITY)					
CLACAN	CLARKE CATON & HINTZ	18-01132	ZB Inv.70158 626 Prospect	319.31	0.00	
INSENG	INSITE ENGINEERING	18-01134	Inv.19070 626 prospect	<u>250.00</u>	0.00	
				569.31		
	Extd Total:			569.31		
	Department Total:			569.31		
T-21-00-416-000-299	1201 3RD AVENUE(AMY M.QUINN)					
JACSER	JACK A. SERPICO	18-01218	Conflict attrny-1201 3rd	225.00	0.00	
CLACAN	CLARKE CATON & HINTZ	18-01219	Inv. 70785 1201 3rd	<u>679.22</u>	0.00	
				904.22		
	Extd Total:			904.22		
	Department Total:			904.22		
T-21-00-430-000-299	410 5TH AVENUE(ADAM BICKOFF)					
STSHOR	ST SHORTHAND REPORTING SERVICE	18-01137	Inv.ZB 639808 & PB 639809	125.00	0.00	
	Extd Total:			125.00		
	Department Total:			125.00		

Attachment: Bill List 4-25-18 (2018-162 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-434-000-299	HECK ST. & 3RD AVE.(MDB PROPERTIES, LLC)					
STSHOR	ST SHORTHAND REPORTING SERVICE	18-01137	Inv.ZB 639808 & PB 639809	83.33	0.00	
	Extd Total:			83.33		
	Department Total:			83.33		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			6,192.55		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			6,192.55		
	Year Total:			65,907.55		
Total Charged Lines: 255 Total List Amount: 731,471.85 Total Void Amount:				0.00		

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT	7-01	2,677.00	0.00	2,677.00	0.00	0.00	2,677.00
PARKING UTILITY:	7-06	21,740.00	0.00	21,740.00	0.00	0.00	21,740.00
Year Total:		24,417.00	0.00	24,417.00	0.00	0.00	24,417.00
CURRENT	8-01	244,623.17	0.00	244,623.17	0.00	0.00	244,623.17
BEACH	8-05	3,637.41	0.00	3,637.41	0.00	0.00	3,637.41
PARKING UTILITY:	8-06	12,037.00	0.00	12,037.00	0.00	0.00	12,037.00
SEWER UTILITY: BU	8-07	10,564.21	0.00	10,564.21	0.00	0.00	10,564.21
Year Total:		270,861.79	0.00	270,861.79	0.00	0.00	270,861.79
GENERAL CAPITAL F	C-04	112,598.00	0.00	112,598.00	0.00	0.00	112,598.00
SEWER CAPITAL FUN	C-08	253,643.30	0.00	253,643.30	0.00	0.00	253,643.30
Year Total:		366,241.30	0.00	366,241.30	0.00	0.00	366,241.30
GRANT FUND BUDGET	G-02	4,044.21	0.00	4,044.21	0.00	0.00	4,044.21
ANIMAL CONTROL FU	T-12	15.00	0.00	15.00	0.00	0.00	15.00
COMMUNITY DEVELOP	T-17	3,900.00	0.00	3,900.00	0.00	0.00	3,900.00
TRUST OTHER	T-20	55,800.00	0.00	55,800.00	0.00	0.00	55,800.00
PLANNING & ZONING	T-21	6,192.55	0.00	6,192.55	0.00	0.00	6,192.55
Year Total:		65,907.55	0.00	65,907.55	0.00	0.00	65,907.55
Total of All Funds:		731,471.85	0.00	731,471.85	0.00	0.00	731,471.85

Attachment: Bill List 4-25-18 (2018-162 : Payment of Bills)

April 25, 2018 Council Meeting:

Balance Brought Forward from Total List Amount	\$ 731,471.85
County Taxes	999,750.63
CUES Inc.	1,649.51
Sherwin Williams	<u>9.81</u>
	<u><u>\$ 1,732,881.80</u></u>



RESOLUTION NO. 2018-163

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

RESOLUTION AUTHORIZING IN REM FORECLOSURE PROCEEDINGS RELATING TO CERTAIN REAL PROPERTIES LOCATED WITHIN THE CITY OF ASBURY PARK, NEW JERSEY

WHEREAS, the City of Asbury Park (the “City”) holds Tax Certificates relating to certain real properties located at 115 De Witt Avenue (specifically, the non-gymnasium portion of this parcel), more commonly known and designated as Block 1004, Lot 2 on the Official Tax Map of the City (the “Tax Map”), and 118 De Witt Avenue, more commonly known and designated as Block 1101, Lot 6 on the Tax Map, respectively (the “Properties”); and

WHEREAS, the Properties are under the current record ownership of the West Side Community Center, Inc.; and

WHEREAS, the Properties are eligible for foreclosure through the in rem foreclosure process pursuant to N.J.S.A. 54:5-104.29, *et seq.*; and

WHEREAS, the City Council has determined that it wishes to proceed with in rem foreclosure proceedings relating to the Properties.

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

1. That the Tax Certificates now held by the City, relating those real properties located at 115 De Witt Avenue (specifically, the non-gymnasium portion of this parcel), more commonly known and designated as Block 1004, Lot 2 on the Tax Map, and 118 De Witt Avenue, more commonly known and designated as Block 1101, Lot 6 on the Tax Map, respectively, shall be foreclosed by summary process in rem as described in N.J.S.A. 54:5-104.29, *et seq.*, as amended, and pursuant to the rules of Civil Practice of the Superior Court of New Jersey.
2. That the City Attorney, and all relevant City officials and/or employees, are hereby authorized and directed to undertake all efforts necessary in order to effectuate in rem tax foreclosure proceedings relating to the Properties, including the institution of necessary proceedings before the Superior Court of New Jersey.
3. That a certified copy of this Resolution shall be provided to each of the following:

- a. Michael Capabianco, City Manager;
- b. Erick Aguiar, Tax Assessor;
- c. Tyrone Young, Tax Collector; and
- d.. Frederick C. Raffetto, Esq., City Attorney.

I, CINDY A. DYE, 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. 2018-163 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-164

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

RESOLUTION CREATING A SMOKE FREE BEACH POLICY

WHEREAS, the City of Asbury Park Mayor and City Council as per *Section 5-4.22(a) No Smoking or Littering of Tobacco Products on Public Beaches* of the City Code are authorized via Resolution to declare which beaches are to be smoke free; and

WHEREAS, smoke free is defined as “No person shall smoke any cigarettes, cigars or other tobacco product...” as per *Section 5-4.22(a) No Smoking or Littering of Tobacco Products on Public Beaches*; and

WHEREAS, the Mayor and City Council hereby declare that all beaches are smoke free; and

WHEREAS, the City Manager is requested to direct staff to erect appropriate signage as per *Section 5-4.22(c) No Smoking or Littering of Tobacco Products on Public Beaches*; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, County of Monmouth and State of New Jersey that it is declared that there is no smoking on public beaches and the City Manager is requested to install appropriate signage.

I, CINDY A. DYE, 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. 2018-164 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-165

**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:

<u>Appointee</u>	<u>Term to Expire</u>
Angeline Brown	4/30/2023
Frank Syphax	4/30/2023
Charlotte Wise	4/30/2023

I, CINDY A. DYE, 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. 2018-165 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-166

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

A RESOLUTION TO PERMIT THE ASBURY PARK FIRE DEPARTMENT TO APPLY FOR THE FY 2017 SAFER GRANT

WHEREAS, the Federal Department of Homeland Security (OHS), the Federal Emergency Management Agency (FEMA) and the Federal Grant Program Directive (GPO) have made available to municipal fire departments and other fire departments or related organizations, grant funding for a multi year program to assist in the hiring and/or re-hiring of firefighters; and

WHEREAS, the program known as "SAFER" (Staffing for Adequate Fire and Emergency Response) seeks to fund a three (3) year program of hiring firefighters; and

WHEREAS, said funding provides awards to selected departments after submission of an application and a program review process; and

WHEREAS, it is in the best interest of the City of Asbury Park to secure the opportunity for obtaining such grant funding and securing the opportunities provided to supplement funding in order to provide Asbury Park residents with the best fire protection capability possible.

NOW, THEREFORE, BE IT RESOLVED THAT Mayor and the City Council of the City of Asbury Park or their Fire Chief, be authorized to make application to the SAFER Program five (5) additional firefighters in accordance with documentation and stipulations as submitted in the application; and

BE IT FURTHER RESOLVED THAT all actions taken in submission of preliminary application and interest in the program be and hereby are ratified, as are actions and submission of documents and materials preliminary to final award, acceptance of funds or program final commitment.

I, CINDY A. DYE, 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. 2018-166 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-167

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

AWARDING OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR SECURITY CAMERAS

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for installation of security cameras on the City Hall property; and

WHEREAS, price of the project is \$25,000.00 and is attached to this Resolution; and

WHEREAS, pricing is based off of State Contract #T2989/#88740; and

WHEREAS, Local Finance Notice (LFN) 2012-10 authorizes the purchasing from national cooperatives and outlines the requirements of said purchase; and

WHEREAS, the City Clerk shall advertise this award for goods as per the requirements of LFN 2012-10; and

WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

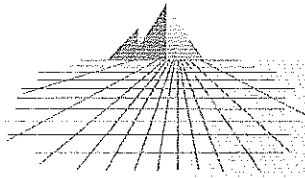
WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Accounts T-17-74-850-850-808 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

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 award of a contract to Millennium Communications in the amount of \$25,000.00 for installation of security cameras .

I, CINDY A. DYE, 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. 2018-167 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK



MILLENNIUM
COMMUNICATIONS GROUP

*Federal GSA Schedule #70
Contract #GS-35F-0220R
NJ State Contract/WSCA #87720
NJ State Contract/WSCA #75580
NJ State Contract/#T2989/#88740
Communications Wiring Services
Hunterdon County HCESC TEC #06
Passaic County Co-Op #38PCCP
SPIN#143007785*

March 30th 2018

P.O. Kirby Vargas Jr.
Asbury Park Police Department
(Technical Services Unit)
One Municipal Plaza
Asbury Park, NJ 07712

Dear P.O. Vargas Jr.

Thank you for allowing Millennium Communications the opportunity to address your requirements for the City of Asbury Park

Secure City Surveillance Enclosure & Cameras Prospect / Monroe & Pine Add-On

Furnish and Install (1) Secure City surveillance enclosure
Furnish and Install (1) 8 port hardened high PoE switch
Furnish and Install (4) 5MP cameras
Furnish and Install (1) PTZ camera
Furnish and Install (1) power supply & wiring harness
Furnish and Install (1) back-up battery
Furnish and Install (1) web monitoring controller
Furnish and Install (1) Disconnect, Breaker & associated conduit & ground cable
Furnish & Install (1) New Pole Set
Furnish & Install Stand
Furnish & Install Fiber Cable
Integrate into existing surveillance network
This enclosure will be tied into the existing camera enclosure located at Asbury & Pine

Total Cost Per Unit **\$25,000.00**

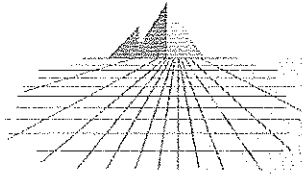
11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Phone: 800.677.1919 Fax: 973.503.0111

www.millenniuminc.com

Millennium Communications Group Is An Affirmative Action, Equal Opportunity Employer

Attachment: Millennium (2018-167 : Awarding of a contract to Millenium Communications Group for security cameras)



We look forward to working with you. If you have any questions or require further information, please do not hesitate to contact us.

Sincerely,

Keith P. Burkhard

Standard Terms & Conditions

All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All conduits, ducts, ceiling space, and pathways to be free and clear. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 90 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event

Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of

1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorney's fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature	Print Name	Title	Date
Please fax to (973) 503- 0111.			

11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Phone: 800.677.1919 Fax: 973.503.0111

www.millenniuminc.com

Millennium Communications Group Is An Affirmative Action, Equal Opportunity Employer

Attachment: Millennium (2018-167 : Awarding of a contract to Millenium Communications Group for security cameras)



RESOLUTION NO. 2018-168

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

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO T&M ASSOCIATES TO PERFORM SERVICES FOR INTERSECTION IMPROVEMENTS AT GRAND AND FIFTH AVENUE

WHEREAS, on April 19, 2018 the City of Asbury Park received a proposal to provide design and construction administration for intersection improvements for Grand and Fifth Avenues from T&M Associates; and

WHEREAS, the improvements include, but are not limited to, a new traffic signal, ADA ramps and other amenities as needed; and

WHEREAS, the not-to-exceed cost for design and construction administration shall not exceed \$83,500.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Capital Fund C-04-55-998-169-006; 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 or documents associated with this activity.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates to design and construction management services for Springwood and Atkins Avenue in a not-to-exceed amount of \$83,500.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, Superintendent of Public Works, Transportation Manager, City Engineer and City Manager.

I, CINDY A. DYE, 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. 2018-168 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2017.

CINDY A. DYE
CITY CLERK



YOUR GOALS. OUR MISSION.

3.J.8.a

ASPK-G1801

April 19, 2018
Via Email

Michael N. Capabianco, City Manager
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

**Re: Grand Avenue & Fifth Avenue Traffic Signal Improvements
Scope and Fee Proposal for Design, Contract Administration, and Inspection**

Dear Mr. Capabianco:

T&M Associates is pleased to submit this Scope and Fee Proposal for Surveying, Design, Contract Administration and Inspection Services associated with the Grand Avenue and Fifth Avenue traffic signal improvement project. Based on discussions with City representatives, it is understood the existing signal will be fully upgraded to meet current MUTCD requirements, ADA curb ramps will be reconstructed to meet current regulations, and limited milling/paving will be performed within the intersection to the stop bars.

T&M will provide the professional engineering services to prepare construction drawings, contract documents and technical specifications suitable for public bid, assist the City during the public bid process, and provide contract administration and construction observation while the improvements are being constructed in accordance with the following Scope of Services:

A. PRE-DESIGN PHASE

1. We will provide field survey to obtain the necessary topographic information and prepare base maps for the bid documents. For the purpose of this proposal, we anticipate survey will extend 100' past the intersection PCs. In addition, the bandwidth along each approach to the intersection will extend 5' beyond the existing sidewalk/ROW or to the adjacent building face. Aerial utility lines will be surveyed to obtain facility elevations so that potential conflicts with the proposed traffic signal equipment can be identified and avoided.
2. Base maps will be prepared at a scale of 1" = 20'. Tax map accuracy right-of-way lines will be shown on the base maps.
3. Copies of the base maps will be forwarded to each utility company (and the City Department of Public Works) so they can verify the location and sizes of their facilities. We will also inquire whether they have plans for future relocation or expansion.
4. Turning Movement Counts will be conducted at the intersection, that will include vehicular, pedestrian, bicycle, and heavy truck volumes. These counts will be conducted during a typical weekday from 7AM-6PM. It is expected that these

Attachment: Capabianco_CAB_Design Inspection Proposal-Grand-5th Traffic Signal (2018-168 : Authorizing T&M to perform services for



Le: Michael N. Capabianco
City Manager

Re: Proposal for Professional Engineering Services
Grand Avenue and Fifth Avenue Traffic Signal Improvements

counts will be performed prior to Memorial Day. These counts will be utilized to perform LOS analysis and will form the basis for determining the traffic signal timing and operation. If it is determined that the City would like additional counts during the summer season, T&M will provide a separate proposal for the expanded scope.

5. Crash reports covering the most recent 3-year period will be obtained from the City police records to assess existing safety issues at the intersection. If necessary, the implementation of countermeasures to reduce crash rates at the intersection will be incorporated as they pertain to the scope of this project (traffic signal improvements).

B. DESIGN PHASE

1. Once field survey has been completed and base maps are prepared at a scale of 1"=20', a preliminary design for the intersection will be prepared. This preliminary plan will include the traffic signal layout, ADA curb ramp & sidewalk improvements, limits of paving, new striping, and the traffic signal timing/operation. This plan will be provided to the City for comment prior to moving forward with the final design/bidding documents.
2. Final construction plans will be prepared in AutoCAD and consist of the following:
 - a. Title Sheet with Key Map;
 - b. Standard Legend Sheet;
 - c. Construction and Layout Plan Sheets (1"=20');
 - d. ADA Curb Ramp Grading Sheet (1"=5');
 - e. Traffic Signal, Signing, and Striping Plan (1"=20');
 - f. Traffic Signal Electrical Plan (1"=20');
 - g. Maintenance and Protection of Traffic Plan; and
 - h. Construction/Electrical Details Sheet.
3. Quantities will be estimated by item, and a final construction cost estimate will be provided.



Le: Michael N. Capabianco
City Manager

Re: Proposal for Professional Engineering Services
Grand Avenue and Fifth Avenue Traffic Signal Improvements

4. Specifications will be prepared in book form, in T&M Associates' format, based on the 2007 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction.
5. Project Specifications will be prepared in accordance with the City front end and supplemental technical specifications will be in accordance with NJDOT standards.
6. No permits are anticipated. We anticipate that there will be less than 5,000 square feet of disturbance related to sewer construction, and therefore an application for Soil Erosion and Sediment Control Certification will not be required.
7. We will submit final plans and specifications to the City for final review prior to the preparation of bid documents. Our proposal includes one project review meeting with City staff.

C. BIDDING PHASE

1. Upon completion of the plans and specifications, we will present the project to the City requesting approval and authorization to advertise the project for bids. T&M Associates will print and distribute the contract documents, including final plans and specifications, to prospective contractors. The cost of the printing will be offset by the purchase price of the plans and specifications.
2. T&M Associates will answer questions that arise during the bidding phase of the project, either from City officials or prospective bidders.
3. We will attend the receipt of bids with the appropriate municipal officials.
4. T&M Associates' representatives will assist City officials with the bid review process including an evaluation of the contractors' bid submissions. As part of this effort, T&M Associates will prepare a bid tabulation sheet comparing the various bids received, review the credentials of the low bidder, and prepare a recommendation for award.

D. CONSTRUCTION PHASE – CONTRACT ADMINISTRATION & INSPECTIONS

We will provide a part-time Project Manager and a part-time Inspector with additional support services from our office staff, as directed by the Project Manager.



Le: Michael N. Capabianco
City Manager

Re: Proposal for Professional Engineering Services
Grand Avenue and Fifth Avenue Traffic Signal Improvements

In addition, the Project Manager and Inspector will coordinate with the City, Contractor, Municipal Agencies, etc. The Inspector will be responsible to observe construction in an effort to determine if the work is installed in general accordance with the contract documents and standard construction practices. The following is a description of the services we will provide and the anticipated performance period for these services.

The specific scope of services includes the following:

1. Conduct a pre-construction meeting among the project participants, including the contractor, City officials, police, DPW, and utility representatives, and produce minutes of this meeting. Coordinate and review initial project submittals, including contract package, performance bond, insurance certificate, baseline project schedule, emergency contact lists, etc. Prepare for contractor mobilization. Pre-construction phase assumed to last one month.
2. Provide an inspector to conduct part-time (20 hrs/wk average) onsite construction observation during the construction contract to determine general conformance to the contract plans and specifications. Provide a Project Manager to conduct contract administration services. Based upon the City's needs, we have budgeted for 50 working days (10 weeks) of construction from start of on-site work to substantial completion. In addition, we anticipate an additional two weeks at the completion of the construction effort wherein closeout punchlist work, final vouchers and final change order will be accomplished. The total contract duration is expected to be no longer than 120 days.
3. Prepare job reports indicating weather, equipment, personnel and work accomplished on the project. Reports will be furnished to the City upon request.
4. Conduct periodic job meetings with representatives of the contractor, subcontractor, and utility companies, as determined by the Project Manager, to review progress, performance and to address any questions or problems that may arise. City representatives will be invited to attend these meetings. We will generate and distribute meeting minutes.
5. Administrate and review contractor submittals, including schedules, shop drawings, product data and samples and material certifications for general conformance with Contract Documents.



Le: Michael N. Capabianco
City Manager

Re: Proposal for Professional Engineering Services
Grand Avenue and Fifth Avenue Traffic Signal Improvements

6. Review Contractor's monthly estimates of work performed, and invoices submitted for payment and make recommendations to the City for payment. Prepare monthly estimates of payment to the Contractor.
7. Perform final inspection. Prepare and administer corrective action lists and prepare final closeout documents, including Final Payment Certificate and Change Order.
8. Review and issue written recommendation to the City following receipt of a written claim or dispute from Contractor.
9. Prepare final closeout package, including Maintenance Bond, Releases, Final Payment Certificate and Change Order and coordinate Engineer's and Owner's execution of closeout documents.

Unforeseen conditions or change in design or scope that require additional inspection, coordination or contract administration effort are specifically excluded from this proposal. Should such conditions arise (i.e., unforeseen utility conflicts, utility damage as a result of the contractor's work, client requests, etc.) we will immediately assess the situation and provide the City with a supplemental services proposal which must be authorized in writing prior to incurring any additional time charges.

Our fee for contract administration and inspection services is based on the contractor meeting its contract completion dates as set forth in the contract documents and within the time indicated in section D.2. If the contractor is not substantially complete by that time and the delay is not excusable, and if our budget for contract administration and inspection services prior to substantial completion for that contract is fully expended, we will ask the City to either provide additional funding for the necessary engineering beyond the original authorization, or enforce the section of the contract allowing the City to deduct payment to the contractor in order to pay for continued engineering services.

Similarly, should our services be required beyond 8 hours on any day or any weekend time, we will also ask the City to enforce the section of the contract allowing the City to deduct payment to the contractor in order to pay for the excess hours. Should any or all of the delay be excusable, and our budget is depleted for that contract, we will prepare a proposal for our anticipated additional services. No additional work will commence without written authorization from the City.



Le: Michael N. Capabianco
City Manager

Re: Proposal for Professional Engineering Services
Grand Avenue and Fifth Avenue Traffic Signal Improvements

We are prepared to initiate survey and design services immediately upon your authorization and based on this scope of services, we suggest the following fee breakdown to be billed monthly in accordance with our current contract with the City.

I.	Pre-Design, Design and Bidding Services (Items A thru C)	\$ 37,750.00
II.	<u>Construction Administration & Inspections (Item D)</u>	<u>\$ 45,750.00</u>
	Total Design and CA&I	\$83,500.00

On behalf of T&M Associates, I would like to thank you and the Governing Body for the opportunity to submit this proposal, and we look forward to working with you and members of your staff in the future.

Should you have any questions, or require additional information, please do not hesitate to call me directly.

Very truly yours,
T&M ASSOCIATES

JASON D. HARZOLD
On behalf of:
CHRISTINE A. BALLARD, P.E.
ASBURY PARK CITY ENGINEER

CAB:BPK:JDH:jdh

cc: Cindy Dye, City Clerk
JoAnn Boos, Asbury Park CFO

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RESOLUTION NO. 2018-169

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

RESOLUTION AUTHORIZING THE PURCHASE OF AN SUV FOR THE CONSTRUCTION DEPARTMENT

WHEREAS, the City has a need to replace an SUV within the Construction Department;
and

WHEREAS, the City has obtained the attached quote totaling \$27,655.00 for a 2018 Police Interceptor from Winner Ford off of N.J. State Contract #88728; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchases to the vendor in an amount listed above; and

WHEREAS, no fund shall be expended until N.J.S.A.40A: 2-18 Bond Ordinance Effective Date is met; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-172-007. The maximum amount of the pending contract is as stated 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 authorizes the purchase outlined in this Resolution for a total amount of \$27,655.00 for a 2018 Police Interceptor from Winner Ford off of N.J. State Contract #88728; and

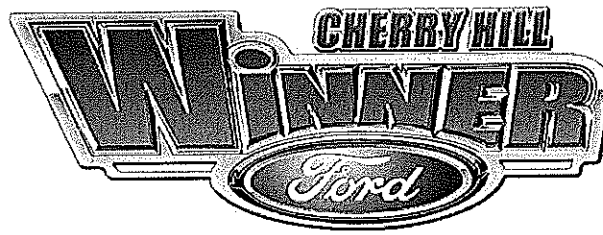
NOW, THEREFORE, BE IT FURTHER RESOLVED, that no fund shall be expended until N.J.S.A.40A: 2-18 Bond Ordinance Effective Date is met

NOW, THEREFORE, BE IT FURTHER RESOLVED, that a copy of this Resolution be provided to the CFO, City Manager, Fire Chief and the Construction Official.

I, CINDY A. DYE, 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. 2018-169 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK



Linda Hoffman
(856)214-0759 Phone
(856) 488-1915 Fax
lhoffman@winnerford.com
N.J. Contract # 88728

**2018 Police Interceptor Utility, All Wheel Drive
 Base Vehicle**

25525.00

- 3.7L V6 Engine
- 6 Speed Auto Transmission
- Heavy Duty Rubber Floor
- Cloth Front Bucket/Vinyl Rear Seat
- Power Windows/Locks/Mirrors
- Air Conditioning
- AM/FM Stereo
- Tilt Steering
- Rear Window Defroster
- Radio Noise Suppression
- Power Heated Mirrors
- Interior Upgrade Package
- Full Wheel Covers
- Keyless Entry
- Skid Plate

COMPLETE COST OF VEHICLE:
COST OF R2 VEHICLES:

27655.00

55310.00

White Exterior



RESOLUTION NO. 2018-170

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

RESOLUTION AUTHORIZING THE PURCHASE OF SUV FOR CODE ENFORCEMENT

WHEREAS, the City has a need to purchase SUV for Code Enforcement; and

WHEREAS, the City has obtained the attached quote totaling \$27,655.00 for a 2018 Police Interceptor from Winner Ford off of N.J. State Contract #88728; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchases to the vendor in an amount listed above; and

WHEREAS, no fund shall be expended until N.J.S.A.40A: 2-18 Bond Ordinance Effective Date is met; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-172-003. The maximum amount of the pending contract is as stated 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 authorizes the purchase outlined in this Resolution for a total amount of \$27,655.00 for a 2018 Police Interceptor from Winner Ford off of N.J. State Contract #88728; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that no fund shall be expended until N.J.S.A.40A: 2-18 Bond Ordinance Effective Date is met

NOW, THEREFORE, BE IT FURTHER RESOLVED, that a copy of this Resolution be provided to the CFO, City Manager, the Fire Chief and the Director of Code

I, CINDY A. DYE, 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. 2018-170 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK



Linda Hoffman
(856)214-0759 Phone
(856) 488-1915 Fax
lhoffman@winnerford.com
N.J. Contract # 88728

**2018 Police Interceptor Utility, All Wheel Drive
 Base Vehicle**

25525.00

- 3.7L V6 Engine
- 6 Speed Auto Transmission
- Heavy Duty Rubber Floor
- Cloth Front Bucket/Vinyl Rear Seat
- Power Windows/Locks/Mirrors
- Air Conditioning
- AM/FM Stereo
- Tilt Steering
- Rear Window Defroster
- Radio Noise Suppression
- Power Heated Mirrors
- Interior Upgrade Package
- Full Wheel Covers
- Keyless Entry
- Skid Plate

COMPLETE COST OF VEHICLE:
COST OF R2 VEHICLES:

27655.00

55310.00

White Exterior

Attachment: Winner Ford - Code (2018-170 : Authorizing the purchase of SUV for Code Enforcement)



RESOLUTION NO. 2018-171

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

RESOLUTION AUTHORIZING TO PURCHASE PARKING PAY STATIONS

WHEREAS, the City of Asbury Park ("City") has a need to purchase additional parking pay stations throughout the City; and

WHEREAS, the City had conducted a parking pay station trial with three (3) vendors in 2017; and

WHEREAS, the City staff recommends the purchase of additional parking pay stations through the National Cooperative Purchasing Alliance from the IPS Group as outlined in the attached quotes; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-09-17-901-000-902. 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 following:

1. The purchase of parking meters and spare parts as per the attached quotes.
2. A copy of this resolution shall be provided to the City Transportation Planner, CFO and City Manager.

I, CINDY A. DYE, 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. 2018-171 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK



7737 Kenamar Court,
San Diego, CA 92121

IPS Sales Quote

Date	Quote #
3/27/2018	10443

Name / Address
City of Asbury Park Planning Attn: Michael Manzella One Municipal Plaza Asbury Park, NJ 07712

Ship To
City of Asbury Park Planning Attn: Michael Manzella One Municipal Plaza Asbury Park, NJ 07712 USA 732-502-5727

THIS IS NOT A BILL

Rep	P.O. No.	Terms	FOB
MB		Net 30	San Diego

Item	Description	Qty	Price	Total
767-046-ASY	MS1 Spare/Replacement 600 Note Cash Cassette with Lock	60	500.00	30,000.00
767-043-ASY	MS1 with BNA Coin Can Assembly + Shipping	60	75.00	4,500.00

Quote is stated in USD. Shipping and sales tax charges may apply.

Orders will not be submitted until a Purchase Order has been issued or a signed copy of the quote is received by IPS Group, Inc. If your company uses a blanket purchase order, please write the number in the "P.O. No." box near the top of the quote.

All requested information must be sent to the email address listed below or via mail. Notification will be sent once the order is submitted for processing.

This quote expires 90 days after the date it was issued.

Signature _____

Phone #	Fax #	E-mail
858-568-7648	858-408-7839	Support@ipsgroupinc.com

Subtotal	\$34,500.00
Sales Tax (6.875%)	\$0.00
Total	\$34,500.00

Attachment: QUO 10443 Asbury Park NJ Spare Cans_Cassettes (2018-171 : Purchase Additional Pay Stations)



Quote

Date 4/5/2018

Quote # MB04051801

Exp. Date 5/5/2018

The Next Generation in Parking

IPS Group, Inc
7737 Kenamar Court
San Diego, CA 92121
Mark Berling
858-252-2560
mark.berling@ipsgroupinc.com

TO: Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712
Michael Manzella
(732) 502-5727
michael.manzella@cityofasbur

Salesperson	Contract	Shipping Method	Payment Terms	Delivery Date
MB	NCPA	Ground	Net 30 Days	TBD

Qty	Item #	Description	Unit Price	Line Total
		MS1 Multi-Space Meter		
3		MS1, Solar Power and Communications, Pay by Plate (configured for Pay by Space) Multi-Space Meter accepts Coin and Credit Card with RFid Tag	\$5,650.00	\$16,950.00
3		Bank Note Acceptor (BNA) Module	\$1,250.00	\$3,750.00
3		Shipping, Handling, Delivery	\$200.00	\$600.00
1		Alpha Numeric Keypad Module (spare)	\$200.00	\$200.00
		On-Street Fees		
		Wireless Comms & Mgmt Dashboard (per meter per month)	\$54.00	
Sub Total				\$21,500.00
Sales Tax				
Total				\$21,500.00

Quotation prepared by: Mark Berling, Director Regional Sales

This is a quotation on the goods named and service per price proposal.

To accept this quotation, sign here and return:

Name

Date



RESOLUTION NO. 2018-172

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

RESOLUTION AWARDING CONTRACT FOR THE INSTALLATION OF ELECTRIC VEHICLE INFRASTRUCTURE AND SERVICES

WHEREAS, on April 10, 2018 the Purchasing Agent and City Manager accepted one bid in response to the Request For Proposals for Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure Vendors to Install Electric Vehicle Infrastructure and Operate EV Car Share Program within the City; and

WHEREAS, the one response has been deemed complete by the Purchasing Agent and City Manager:

WHEREAS, the Purchasing Agent and City Manager are recommending an award to Greenspot JC, LLC at zero cost to the City; and

WHEREAS, Greenspot's plan is to maintain zero cost to the City for all phases of the project, and the successful EVSE and EV car share program will enable the infrastructure to generate a revenue stream large enough for the City to share in; and

WHEREAS, Greenspot will provide 5% of the company profits to the City once all associated project costs have been recovered and the project is cash flow positive for twelve consecutive months; and

WHEREAS, a copy of Greenspot JC LLC, response shall be attached to this Resolution; and

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 the contract for the Installation of Electric Vehicle Infrastructure and Services to Greenspot JC, LLC as listed in the response

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, Transportation Manager, City Clerk, Greenspot JC, LLC, City Attorney and City Manager.

I, CINDY A. DYE, 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. 2018-172 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK

Asbury Park RFP

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5.1.1 Cover Letter

Dear City of Asbury Park,

Greenspot is excited to respond to the City's Request for Proposal regarding a Provider for the Installation of Electric Vehicle Infrastructure and Services. Asbury Park's sustainability efforts are to be applauded and the opportunity to work together on this project will showcase the City as a leader in Smart Mobility.

Providing a turn-key solution in regards to installation of EVSE and EV car share operation requires a vertically integrated partner, and Greenspot is the most capable company able to meet and exceed all of the conditions and obligations included in the RFP.

The Company proposes a two location and up to eight vehicle (2 dual-port charging stations per location) pilot program for the first 12-18 months of the fifteen year term of the RFP. We anticipate installing Level II charging stations, however, DC Fast Chargers (a significant upgrade) may be substituted depending on cost and funding. Greenspot will deploy the initial charging stations near City Hall and Springwood Ave., and will utilize its proprietary feasibility index (Appendix A) to select ideal locations for the expansion of the EV car share program, and will work as a team with the City for final determination of the locations. Our preliminary proposal is that both locations will each have two (2) dual-port Level II charging stations, which will be comprised of two (2) public EV parking spots and two EV car share parking spots. This meets the guidelines established by the City of up to 90% of the spots being allocated to the Company and its partners. Greenspot will provide 5% of the Company profits on this project to the City once all associated project costs have been recovered and the project is cash flow positive for 12 consecutive months.

Greenspot has provided Electrical Vehicle Car Share services to Jersey City, NJ since 2014 through Greenspot's partnerships with Zipcar from 2014 to April, 2016 and with Maven from 2016 to the present time. Utilization of the EV car share program has increased from 12% in 2013 to 35% in 2017, in part due to Greenspot's efforts. This includes community outreach, marketing initiatives, and the state-of-the-art equipment it provided.

The initial project was deemed a success by the municipality and Greenspot. Greenspot therefore subsequently installed the second phase of EVSE and EV car share on the same street.

Electric Vehicle Supply Equipment (EVSE) - Greenspot created a 19 spot EV section in public right-of-way, comprised of nine dual port Level 2 charging stations and one DC fast charger. Greenspot is funded by The Shuster Group, a residential real estate conglomerate. Greenspot performed the installation of the EVSE in Jersey City. Greenspot also worked with the local utility to bring power to the spots. This was done through creating a new service to accommodate the EVSE, including the electric supply and public equipment (transformers, meter, electrical box, and conduits). Greenspot ensured the infrastructure installed was up to code and far beyond minimal requirements for the Jersey City project.

Greenspot worked with Jersey City zoning agency to ensure all zoning requirements were adhered to, as well as adjusting regulations to conform to this new and unique project.

Brian Platt, Chief Innovation Officer for Jersey City is Greenspot's main contact and reference.
BPlatt@jcnj.org

Greenspot has been operating as an EVSE company without interruption since 2013.

Greenspot operates domestically, with a footprint expected to reach at least five (5) States in the next 12 months.

Greenspot operates globally, and partners with top tier universities such as Technion – Israel Institute of Technology.

Michael Mazur

Chief Operating Officer

Greenspot JC LLC

5.1.2 Executive Summary

The City of Asbury Park realizes that a sustainable environment works best for the future of its community, and is taking the necessary steps to make that goal a reality. The RFP for Installation of Electric Vehicle Infrastructure and Services Provider within the City of Asbury Park, New Jersey is an innovative way to provide smart mobility and environmentally conscious solutions for the Asbury Park community; Greenspot shares the passion of Asbury Park in bringing these aspects to fruition.

At zero cost to Asbury Park, Greenspot will install EVSE in the city. By not having to allocate any budget towards the EVSE project, it will enable Asbury Park to apply funding to alternative and complementary projects that the city would not otherwise be able to provide support. As the operator, Greenspot's plan is to maintain zero cost to the city for all phases of the project, and a successful EVSE and EV car share program in Asbury Park will enable the infrastructure to generate a revenue stream large enough for the city to share in.

The EVSE increases the adoption of electric vehicles, and therefore decreases the number of internal combustion engine (ICE) vehicles in the community. Launching an EV car share program reduces the need for any vehicle, as it has been proven that every car share vehicle replaces 10-15 individually owned vehicles. Combining EVSE with EV car share generates maximum environmental, health, and congestion reduction benefits to the community.

Innovation and economic development are two points that Asbury Park emphasizes and are vitally important to Greenspot as well. EVSE and EV car share achieve both of these goals. As more of the general population moves into suburban and urban areas there is a greater need to solve transit issues. Environmental justice communities, most of which are concentrated in urban and increasingly in suburban areas, do not have the capacity to improve their environmental well-being on their own, nor do they have the means to access clean personal transportation. Asbury Park can provide the impetus to attract an influx of new residents, which will spur economic development, while also paving the way for environmental justice communities to improve their well-being and have access to a greater choice in clean transportation.

There are additional goals that can be achieved by adopting Greenspot's proposal. Decreased traffic congestion and parking demand through the use of EV car share; significantly decreasing greenhouse gas emissions through the replacement of ICE vehicles with EVs; a reduction in vehicle miles traveled as has been proven by the proliferation of a car share program; more affordable and convenient transportation options for the community; reduced asthma rates, and the education of the community to promote the use and purchase of EVs going forward.

Choosing Greenspot for this smart mobility project accomplishes the goals of a cleaner environment, congestion relief, and diverse transportation options for the community of Asbury Park. The project as proposed by Greenspot offers useful and liberating service to the greatest possible number of people, the accrued benefits provide a higher return of investment (ROI) for the city, and it will showcase Asbury Park as a leading player in the innovation of suburban landscape.

5.1.3 Narrative

Scope of Services

1. Overview

The City envisions the Project as the first step in a scalable EV program. The Company must have a plan to educate, in collaboration with the City, each of the key stakeholder groups – the State, the local electric utility, current and prospective EV drivers, station hosts, EV car sharing companies, and station providers -- about how the system will work and how EV drivers will interact with it. This Project is expected to play a significant role in shaping the region's long-term vision for EV market development and driving the availability of future resources. This infrastructure will support the initial fleet of EV/PHEVs as they become available to the general public and will expand with the increased acceptance and use of EVs.

The City is looking for a turn-key program. The Company must understand and provide the equipment, and the plan for deployment and marketing, including landowner relationships, and demonstrate the vision for a full scale EV infrastructure in the City. The City sees this initial deployment of stations as an opportunity to act as a catalyst for further market and government investment in charging infrastructure and EVs. The Company will be responsible for:

- a. developing (with the City team) the strategy for locating charging infrastructure locations to maximize utilization*

Greenspot's proprietary feasibility index (including but not limited to: population density, multiunit dwellings, transportation hubs, multi-use facilities, and commercial zones), along with the local knowledge of the Township, provides the Company with the tools to select the optimal locations to maximize utilization of the EV car share program. As part of its feasibility index, Greenspot recognizes the need for equitable distribution of the EVSE.

- b. working with the Company's project partners and City's team to meet their infrastructure needs*

Greenspot's prior projects working with multiple partners and the City of Jersey City, NJ provide it with the experience necessary to meet these needs. Greenspot installed nine Level II electric vehicle charging stations with 18 ports, and one DC Fast charger in Jersey City, and worked with the municipality, the utility, electricians, and contractors in the process. Subsequently, Greenspot installed additional Level II chargers, with groundwork laid for additional charging stations (DC or Level 2) as needed, in an additional location.

- c. purchasing and installing charging stations and associated infrastructure supporting the Project*

Greenspot works with multiple vendors for both the hardware and software aspects of EVSE. Greenspot procures the EVSE with its own money and with available grants. In addition to the charging stations, Greenspot is responsible for the installation (including construction, electrician, parts, other labor, and appropriate permits) of the infrastructure.

- d. determining whether incentives to consumers may support daily use of EVs*

Greenspot, through its relationships with EV car share operators, will work to determine the optimal structure to facilitate adoption of EV car share in the Township. This may be through monetary incentives, rewards, new zoning incentives (i.e. EVs receiving

preferential parking treatment throughout the Township), or any other beneficial incentive agreed upon by stakeholders involved in this program.

- e. *developing and implementing the business model, including the back-end functionality*
Greenspot has a proven business model, developed in their Jersey City program, which incorporates back-end functionality into the overall program. Greenspot retains relationships with multiple back-end vendors and will select, based Company's requirements, the back-end program that is optimal for the relevant program.
- f. *providing warranty and service for the vehicles, charging stations, and infrastructure for the term of the Transaction Documents*

Greenspot operates and maintains the EV charging stations, the designated parking spaces, and all other infrastructure involved in the project, and guarantees to do so for the term of the agreement. The EV car will be serviced and maintained by the EV car share operator, whether that is the Company or a partner of the Company. Warranties will be provided on all products associated with this project, and will run for the duration of the project, as long as Greenspot maintains its position as per the specifications of the RFP.

2. Parking Spot Designation

The City will provide to the Company exclusive rights to use at least 3 parking spaces available for designation as on-street car sharing pods in FY2018. The City will designate such exclusive parking spots as tow-away zones and will ensure it has the authority, and will exercise such authority, to tow violators. The City anticipates a phased-in installation, which may, at the Company's request, include a small, short pilot program before full installation of the first phase. The Company will propose sites for the parking spaces, subject to the required approvals as described in this RFP. It is anticipated that 90% of spots will be open for the Company and EV Operator's use; 10% of spots will be open for public charging use. The City will also provide the Company the right of first refusal to license or lease the designated parking spaces upon termination of the Transaction Documents.

During the term of the Transaction Documents, under no circumstances will the City allow another entity to add parking spaces for EVs in the City, add additional EV infrastructure or stations, or use the EV parking spaces or EV facilities installed by the Company under the Transaction Documents, unless the Company is offered a right of first refusal to add or use such spaces or facilities.

The process for designating parking spots will take place in phases, as mutually agreed to between the City and the Company. The parking spot locations will be subject to a feasibility study and an approval process (as described in Section 3.2.2 below). The Company and the City will also work with business owners and residents potentially impacted by the site selection (as described in Section 3.3 below).

Greenspot anticipates working in conjunction with the City to select on-street parking sites that best fit the parameters of the EV car share project, keeping in mind the disruption these sites will cause to the general population of the City. Greenspot also agrees and appreciates the designation of these sites as enforceable tow-away zones, as these designations are essential for the success of the EV car share program.

Greenspot also anticipates a phased-in installation, including a smaller pilot project for the first 12-18 months of the term of the contract. The Company anticipates that the pilot will include two or three locations, to be selected in conjunction with the City. Each

location will include between 2-4 parking spots, also determined in conjunction with the City.

Greenspot, through its proprietary feasibility study will provide Asbury Park with recommended locations for the EV car share program, in order of significance, and will work with the City on final approval for selecting the appropriate locations.

The Company will provide a minimum of 10% of the overall parking spots in the project for public parking and EV charging. Greenspot also anticipates continuing the EV car share program upon termination of the Transaction Documents. Greenspot, assuming no change in the terms, anticipates continuing to manage the EV car share program (including the EV charging stations and all related infrastructure) in the same manner as during the term of the transaction documents. Greenspot, assuming the project is successful, anticipates using its right of first refusal to install additional EVSE and bringing in additional EV car sharing vehicles to the City. Terms to be decided. Greenspot anticipates that besides the length of the contract, the terms will remain unchanged from this RFP.

- a. *Site Selection - Each Respondent will demonstrate its vision for selecting parking locations. The Township and the Company will identify locations where Electric Vehicle Car Share has highest potential to be utilized based on criteria such as:*
 - i. *Car ownership;*
 - ii. *Age of residents;*
 - iii. *Socioeconomic demographics;*
 - iv. *Preferred method of mobility;*
 - v. *Population density;*
 - vi. *Commercial activity;*
 - vii. *Saturation*

Greenspot will utilize these criteria, as well as additional criteria in the Company's proprietary feasibility index (see Appendix A). Selecting locations will also be accomplished with local knowledge of the City, which will be the determining factor in choosing between locations identified by the Company.

- b. *Feasibility study and approval process - For any organization that participates in the Project by encouraging its customers or residents to use the EV spaces, the City may make additional spaces available for designation as on-street EV car sharing subsequent to the pilot phase. Because reserved on-street parking spaces must be established by Ordinance of the City Council, all spaces will be subject to the following approval steps:*
 - i. *Pass review by transportation engineering staff to ensure functional feasibility (e.g., do not locate a space on a major neighborhood commercial street) and no conflicts with other regulations (e.g., do not locate a space in a tow away zone);*
 - ii. *Engineering feasibility study to determine source of electricity.*
 - iii. *Working together with Township of Woodbridge to determine optimal routes to ensure stations can be implemented for reasonable price in agreed upon locations.*

Greenspot worked with Jersey City transportation engineering staff, performed an engineering feasibility study, and worked with the City of Jersey City for these purposes. Greenspot utilized these city-approved studies and installed the infrastructure to the exact specifications and plans. Greenspot maintained efforts to ensure procurement of EVSE and infrastructure work was done optimally to ensure maximum efficiency of its funds allocated to the project.

3. Community Outreach

The Company will propose a plan and work with the Township to educate and prepare the community for the project, including residents, potential users of the EVs provided by the car sharing operators, current owners of car share who may use charging stations, business owners potentially affected by the project, regulators and government officials. This may include establishing a pilot charging station for the community to visit, test and ask questions before full implementation of the project. This community outreach would be designed to increase the likelihood of acceptance and success of the project as well as to mitigate the risk of objections or adverse impact on any business or resident.

Greenspot has performed community outreach in Jersey City in various forms. The Company helped promote legislation to create a pioneering EV Zone in Jersey City. Dozens of Jersey City residents joined Greenspot to speak to Municipal leaders in City Hall about the importance of sustainable initiatives which significantly help with decreasing our carbon footprint. Greenspot maintains its presence in the community and understands the significance of educating the community to facilitate adoption of this program. Greenspot organized and promoted a launch party for the EV car share program (attended by Jersey City Mayor, Steven Fulop); Greenspot works with a marketing team well-versed in matters of sustainability to assist it in educating consumers; Greenspot attends community outreach events organized by Jersey City; Greenspot has worked with business owners, government officials (state and municipal, and regulators), and NGO officials to promote and educate its services. The Company anticipates incorporating similar programs and events in Asbury Park.

4. Charging Stations

- a. Infrastructure - *The Company will develop infrastructure and install eight (8) Level II charging station ports (dual chargers, total of 4 stations), and will be responsible for the following:*
 - i. *Site survey;*
 - ii. *Obtaining municipal permits for EV charging station electric work;*
 - iii. *Obtaining dedicated electric service for EV charging station;*
 - iv. *Civil activities (Concrete, Asphalt, Trenching, Underground Enclosures);*
 - v. *Demolition (Concrete, Asphalt);*
 - vi. *Electric work- full turnkey electric work, including but not limited to:*
 - vii. *Running electrical conduit;*
 - viii. *Circuitry between electrical destitution set-up and Level II chargers;*
 - ix. *Compliance with National Electrical Code and FCC regulations for safety and operation requirements;*
 - x. *Compliance with Americans with Disabilities Act (ADA);*
 - xi. *Charge connector shall be SAE J1772;*
 - xii. *Supply and install new distribution equipment; and*

xiii. *Installation of Level II chargers.*

Greenspot has performed all of the aforementioned functions at the Company's previous project with the City of Jersey City. All documentation is available upon request. All Level II charge connectors will be SAE J1772.

- b. *Operation and Maintenance - After installation, the Company will also be responsible for the day-to-day operations of the charging stations, including:*
- i. • *Car sharing maintenance;*
 - ii. • *Car sharing general upkeep;*
 - iii. • *Car sharing improvements, at discretion of Company, subject to Township of Woodbridge approval:*
 - iv. • *Insurance of the Car sharing and related equipment.*
 - 1. o *Back office- software, analytics;*
 - 2. o *Trouble-shooting and communication with charging station manufacturer.*

Greenspot takes full responsibility for the operation and maintenance of all aspects (inclusive but not limited to those requirements listed here) of the EV car share program, either within the Company or through the EV car share operator which Greenspot selects for the program. Greenspot anticipates that consumers will require a non-suspended driver's license and an electronic method of payment to become a member of the EV car share program. Greenspot intends that liability insurance will be included as part of membership. Greenspot, through the EV car share operator, will provide a seamless, technologically advanced platform for members to utilize the EV car share program. This platform will include capabilities to reserve a vehicle, view member statements and driving/reservation history, as well as additional resources not listed herein. Technologically advanced apps will also be utilized for members and the public to avail them of the use of the EV charging stations.

- c. *City Responsibilities - If the location on which the charging station is Township-owned property, the Township must:*
- i. • *Repair sidewalks, pavements, and other site related activity repair necessary;*
 - ii. • *Provide signage and pavement markings;*
 - iii. • *Prohibit parking by non- Car share in designated Car share parking spots and enforce towing of violators;*
 - iv. • *Prepare drawings identifying the proposed location of each charging station depicting the specific placement of the station in compliance with existing setbacks and easements and all applicable laws, such as but not limited to, local zoning requirements, historic district requirements, and the Americans with Disabilities Act;*
 - v. • *Provide onsite surveys for each location; and*
 - vi. • *Assist with obtaining relevant permits.*

Greenspot appreciates Asbury Park undertaking these responsibilities, and will work with the City to the best of its ability to aid in any aspect of these responsibilities. The Company anticipates participating in creating the proper signage and pavement marking for the project and assisting in obtaining the relevant permits.

5. Web-Based and Mobile App-Based Membership and Tracking

The City recognizes that customers for any service expect access to the latest technology and conveniences to allow ease and flexibility. The City requires each Company to be able to provide users with a high-tech, easy and user-friendly way to use the charging stations and vehicles. The Company will make available to EV owners, third-party mobile or web-based applications sponsored by the EV Operators or others, enabling EV owners to use a smartphone or other web-based device. Car sharing customers may connect using a web-based application. The Project application and related software must:

- *Be fully networked to allow for the management of charging operations including access, pricing, power distribution, and charging notifications;*

Greenspot provides a fully integrated technological system, either proprietary or through its partners, that networks all aspects of charging operations and car share programs including access, pricing, power distribution, charging notifications.

- *Be capable of accepting and processing payments of all major credit cards and bank issued ATM cards through a secure system;*

Greenspot and its partners are able to accept all major credit cards and bank ATM cards through a secure system. Non-bank debit cards will not be accepted.

- *Provide station location and real-time availability to users on the web through designated sites;*

Greenspot and/or its partners will provide location information, and/or specific website links that provide locations data, including real-time availability and type of charging station.

- *Have measurement and data capture of real-time statistics, including GPS vehicle tracking, and fuel or charge level information; and provide for available 24/7 customer support for drivers.*

Greenspot and its partners operate a technology platform that captures real-time statistics (and will store those statistics to share with the City in order to determine success rate of the project) including GPS car share tracking, fuel and charge information, 24/7 customer support for drivers and members of the car share program.

The Company must implement and maintain a call service available to receive any questions or complaints concerning the Project.

Greenspot will provide normal business hour support during implementation of the project, and 24/7 customer support at commencement of the car share program. Charging station support will also be 24/7 for all EVSE, regardless of whether they are car share stations or public stations.

6. Car Sharing

The Company will be responsible for engaging and managing one or more EV/PHEV car sharing Operators and will have the full right and ability to hire and/or terminate any EV/PHEV car sharing Operator. The Company will propose the structure of its car sharing operations, which must provide for one-way model (A2B) or round-trip model (A2A). The one-way model allows a member to pick up a vehicle at predetermined, designated location A and drop it off at a designated location B. The round-trip model allows a member to pick up a vehicle at a predetermined dedicated spot and return it to that same location.

The Company must commit to providing six (6) EVs dedicated to public car sharing and will be responsible for the vehicles at all times, including for:

a. Insurance of EVs

Greenspot and/or its partners will have liability insurance agreements for EVs that provide at least the minimum aspects as required by law.

b. Electricity/Gas

Greenspot will be responsible for the payment to the utility provider at any and all locations in the project.

c. All communication with car sharing operator

Greenspot maintains open communication lines with all of its EV car share operators, and is responsible for EV car share operators to maintain the requirements included in this RFP.

d. Ensuring car sharing operator is properly maintaining car sharing vehicles

Greenspot carries the responsibility to the City that the EV car share program is maintained to the standards set in this RFP, and continuing throughout the term of the project.

e. Cleaning of vehicles

Greenspot carries the responsibility to the City that the EV car share program is maintained to the standards set in this RFP, and continuing throughout the term of the project, including cleaning the interior and exterior of the vehicles.

f. Networked electric vehicles/PHEV available 24/7 accessible via mobile app/website

The EV car share program will be accessible 24/7 via website and mobile app, and all EVs will be networked to provide the maximum amount of transparency possible.

g. Movement of EVs to ensure accessibility

Greenspot and its partners are responsible for placing EVs in locations to ensure availability and accessibility of EVs on a timely basis. Greenspot anticipates that the pilot program will be an A2A model, and that subsequent implementations of the project may include the A2B model.

The City is requiring that the Company provide an EV/PHEV car sharing program as opposed to a car sharing program using gas-powered vehicles or any other non-EV/PHEV (a "Non-EV"). Because a Non-EV car sharing program could compete with and may reduce the use of EV/PHEV cars, the City intends to work with the Company on any implementation of a Non-EV car sharing program. Any such program must be compatible with the EV/PHEV car sharing program to be implemented by the Company and acceptable to both the City and the Company.

Greenspot may work with car share operators who provide EVs and non-EVs, but the intention is to utilize only EVs for this project throughout the term of the project. If there is demand for non-EVs from the community, Greenspot will explore the possibility of expanding the program to include non-EVs, however, Greenspot does not intend to implement this service. If non-EVs are added to the car share program they will operate on the same platform as the EVs.

7. Revenue Response

The Company is responsible for funding the Project through whatever means it determines, which may include loans, grants and/or other sources. Unless the City terminates the Transaction

Documents with the Company before the end of the initial term, the City will have no out-of-pocket obligation with respect to the Project. Upon an early termination, the City will refund to the Company, the Company Investment to the extent the Company has not recovered such costs on or before the early termination date.

During the term of the Transaction Documents, the Company anticipates initiating a profit-sharing program with the City. Such program would be implemented after the Company has recovered the Company Investment and has achieved positive operating cash flow for 12 consecutive months. The profit-sharing program would provide that in each year after the Company satisfies those two threshold requirements, at least 5% of the Company's annual profits (if any) would be distributed to the City.

Greenspot accepts exclusive responsibility for arranging funding the Project. Greenspot anticipates that the Project will consist of two locations with three Level II electric vehicle charging stations at each location. Greenspot will be responsible for all aspects of procuring EVSE, installation of said EVSE, installation of appropriate energy source, and all aspects of EV Car Share as pertains to the RFP. Greenspot will share 5% of its profits for this specific project with the Township once all investments have been recovered and once the Company has achieved positive operating cash flow for 12 consecutive months.

8. Regulatory Considerations

Any stations and associated infrastructure developed by the Company will comply with the appropriate state and local government laws, rules, regulations and policies. The Company (potentially through the Company's landowner partners) will also be responsible for applying for and obtaining applicable certifications, licenses, and permits necessary for the installation and operation of the stations and associated infrastructure. The City and its public-sector partners are committed to their role in supporting the initial deployment of charging infrastructure and will work with the Company to resolve any regulatory hurdles that may arise. Greenspot adheres to these policies in all of its endeavors, and will work with the City to make sure that all regulatory considerations will be complied to. Greenspot has experience in obtaining all required permits and has the appropriate licenses and certifications required for the installation of the EVSE and associated infrastructure.

9. Training and Marketing

The City will require the Company to provide training and education necessary to ensure that vehicles and charging equipment are installed, maintained, and operated in a safe and proper manner; develop a marketing, branding and outreach strategy; and create public awareness to educate the community about the Project and its accompanying benefits. The City and the Company will have the following obligations:

Greenspot will train and educate all stakeholders involved in the installation, maintenance, and operation of the EVSE and the EV car share, including Township employees, Greenspot partners, business owners, regulators, government officials, EV owners, potential consumers of EV car share, and the community at large. Greenspot has a marketing campaign, experience in “meet and greet” events and block parties regarding EVSE and EV car share. Greenspot also attends industry events to ensure the Company remains informed of all the latest developments in the EVSE and EV car share industries.

a. *For signage:*

- *The Company will install and maintain City-approved signage at designated parking spaces*

Greenspot currently fulfills this responsibility in Jersey City.

- *City will permit the installation of one (1) 69' x 41' sign for every 4 designated EV parking spots*

Greenspot anticipates placing signage within the Township approved area.

- *The Company will have the right to ad space on EV charging stations, and may otherwise use advertisements on or inside vehicles, at locations, on the City's or other websites, and mobile applications*

Greenspot anticipates using the ad space during the term of the project.

- *Company may add Wi-Fi at its charging locations to the benefit of the City*

This is a determination that Greenspot will make in conjunction with its partners in the project, as well as the appropriate stakeholders (i.e. business owners, the City, etc.).

b. *For markings:*

- *The Company will install and maintain, at City's expense, City-approved stenciled markings to help further depict designated parking spaces for exclusive EV and/or car share use*

Greenspot has performed this function in Jersey City and anticipates no issues implementing it in the City.

10. Data and Reporting Requirements

The Company will own data about EV-Car Share usage, but may educate the City and stakeholders about Car share driver habits and may provide information to guide in the deployment of future EV-Car sharing infrastructure. The Company will have no reporting requirements to the City, except for those mutually agreed upon by both parties.

Greenspot may confidentially provide data the Company gathers to the Township at the Township's request.

11. Jobs Created/Retained and/or Public Benefits Derived From the Project

- Greenspot works with local contractors to install its charging station infrastructure. These may include, but are not limited to the below:
 - a. Electricians
 - b. Trenching/excavation
 - c. Landscaping
- By creating publically accessible EV infrastructure Greenspot will empower Asbury Park residents and visitors to go green, by converting to or using EVs, thereby reducing their carbon footprint by up to 50%¹, or more.
- Publically accessible shared vehicles:

¹ <https://www.transportenvironment.org/press/electric-cars-emit-less-co2-over-their-lifetime-diesels-even-when-powered-dirtiest-electricity>

- a. Offer an efficient transportation alternative for Asbury Park residents, business owners, employees and visitors
- b. Reduce the amount of cars on the road
- c. Reduce congestion
- d. Alleviate current and future parking issues
- e. Decrease pollution, improve air quality
- Creates viable options for ride-sharing (such as Uber, Lyft) drivers to convert to EVs

12. Name of Representative Authorized to Act on Greenspot's Behalf:

Michael Mazur
Chief Operating Officer

13. A statement of commitment to adhere to the provisions of all applicable federal, state, local laws, ordinances and regulations prohibiting discrimination or segregation by reason of race, religion, color, gender, physical or mental handicap or disability, national origin or ancestry, sexual orientation, military status, parental status, or source of income, including, such laws, ordinances, and regulations with regard to the sale lease or occupancy of the parcels.

Greenspot adheres to all applicable federal, state, local laws, ordinances and regulations regarding the above as evidenced by Forms 10, 11, and 12 within this RFP.

14. A project **schedule** including key activities such as:

- Station locations identified;
 - One to two weeks, as initial locations have already been selected as stated in this RFP. Greenspot anticipates that this process is already complete for the pilot.
- Arrangements with site hosts established;
 - Greenspot anticipates that the charging stations will be located on municipal property and therefore arrangements will take up to three weeks.
- Permitting, licensing, and certifications complete;
 - After arrangements are finalized the permitting, licensing and certifications will be complete within four weeks.
- Station equipment procured;
 - This will occur concurrently with the permitting process and should not take longer than four weeks maximum.
- Station equipment delivered to site;
 - Two weeks from procurement.
- Infrastructure development complete;
 - As permitting, licensing, and certifications are approved the infrastructure will commence. Completion should not be more than three weeks after commencement, provided that there are no delays outside of Greenspot's responsibilities (i.e. street closures, storms, etc.).
- Training/education complete;
 - Training and education of City personnel will be accomplished during infrastructure development, and may be continued as needed on an ongoing basis.

- Stations operational;
 - Anticipation is that pilot project will be complete and ready for operation within eight weeks, as long as there are no delays outside of Greenspot's control.
- Scheduled station maintenance;
 - Stations will be maintained by Greenspot on an ongoing basis during the entire term of the contract.
- Marketing/outreach activities;
 - Education of the public will occur at up to three events (i.e. town hall meeting, ribbon cutting, "sign and drive" event). Events should be before project goes into effect, except for ribbon cutting.
- Data collection and submission;
 - Data collection is performed in real-time. Submission of pertinent data to the City is anticipated to be done on a quarterly basis.
- Quarterly reporting; and
- Project close out report.
 - Greenspot will provide quarterly reports to the City, as well as a project close out report once project is live.

5.1.4 Business Model

Please submit one proposed business model for the Project for the City, including initial and future deployment plans.

Greenspot looks at Asbury Park as a strategic location to deploy charging stations which will accommodate the increased development and population growth.

Greenspot's model includes:

- Phase I: initial deployment of four (4) or more Level II dual-port EV charging stations, with up to (6) shared electric vehicles. Set up is made to accommodate DC Fast Charging technology. A key focus of Phase I is to educate the community about Greenspot's services – and to encourage the community to take advantage of the new sustainable resources.
- Phase II: additional deployment of EVSE and EV car sharing is made. Locations for second phase will be determined based on data collected from first phase, in conjunction with demand and municipal needs. Types of stations deployed (Level 2/DC) will also be determined based on timeframe of second phase, accounting for technological advancement, consumer behavior and market demand.
- Phase III: connection with Greenspot stations in additional locations throughout Monmouth County, and beyond. In the third phase users will have option to take share vehicles throughout the County and beyond. The third phase may have up to 50 spots, or more – based on population growth and market demand, in conjunction with municipal needs.

5.1.5 Illustration and Maps

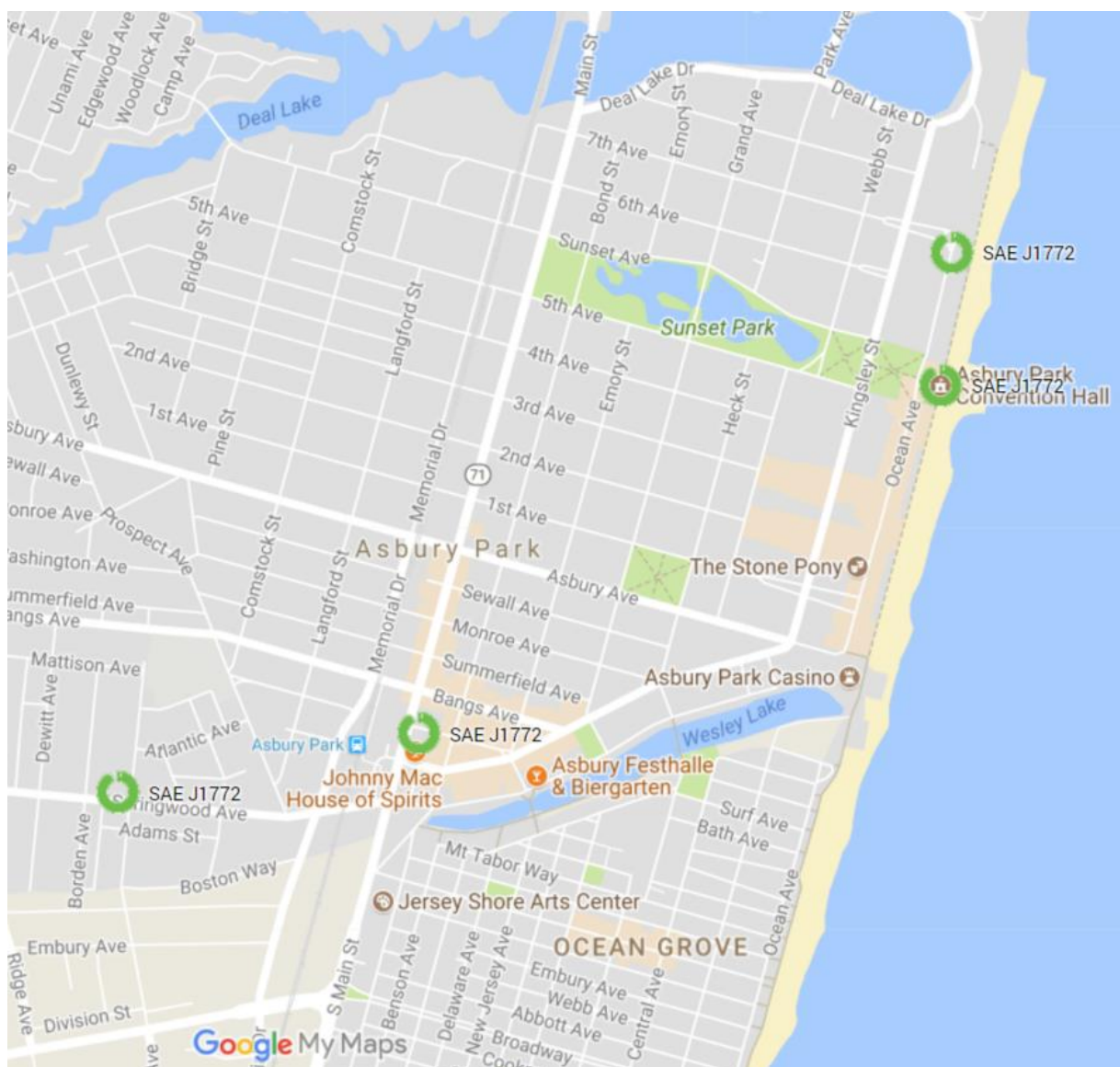
A list and map of proposed station locations must be submitted. Maps should indicate:

- Station charging technology;
- Proposed location of stations and entity hosting the station;
- Proposed location of stations with integrated renewable energy systems; and
- Other information necessary to readily illustrate the Response.

An endnote section should also define the methodology for station location selection.

Please see Appendix A – Feasibility Index for Greenspot’s methodology.

Illustrations or pictures of station equipment and components must be submitted.



5.1.6 Statement of Qualifications

Submit, preferably, at least three (3) references from previous or current projects and describe qualifications and ability to perform the project. Identify principal members of the

Respondent's team, including partners, and indicate their past experience in design and implementation of similar projects, including biographies. Also include any examples of charging infrastructure in operation on a city-wide level. This section should not exceed 4 pages.

References are included in Completed Reference Form (Form 3)

Key Personnel:

Greenspot's team consists of leaders and innovators from a plethora of industries, and having made a significant impact on the landscape of Jersey City thus far.

Eyal Shuster – Founder and President

Eyal Shuster has established his life, family, and companies in the very city he continues to develop: Jersey City. Eyal Shuster's work has resulted in the creation of numerous new communities and quality of life improvements for Jersey City citizens. Eyal, through his various companies employs many Jersey City residents and empowers them to take action and positively impact the community. Eyal founded Greenspot as a sustainable mobility solution for an urban environment. Constantly dedicated to improvement of the environment, Greenspot represents an important milestone in options for mobility solutions and eco-conscious offerings for those in Jersey City.

Michael Mazur – Chief Operating Officer

Michael has always had an entrepreneurial mind and a passion for innovation and outside-the-box thinking. Michael grew up living in Chicago before moving to Tel Aviv at the age of 11 where he stayed through his military service in the Israeli Defense Force. Michael has held various positions in a variety of industries and fields such as in the Israeli Defense Forces, international management consulting, restaurant management, real estate development and startups. This background has given him a unique perspective, which combines Israel's "start-up nation" culture with traditional American business strategies. This viewpoint led him to pursue an education in both law and finance and eventually sent him to New York City when he was recruited to lead Greenspot. Greenspot has proved to be the perfect opportunity for Michael to make an impact by implementing his vision of the company as a worldwide leader in sustainable mobility solutions.

Ido Gerber – CFO

Ido provides a wealth of experience in financial management. He has worked with a variety of companies to ensure their sound financial leadership. Ido lives with his family in New Jersey and has been working with Greenspot and businesses in Jersey City for the last decade.

Brett Muney – Locations Development Manager

Brett brings 25+ years of successfully building businesses to Greenspot, the past three as the leader of the NYC team for a leading car share operator. Brett has acted as project manager for high-profile cases, with proven, effective results, and brings sales and relationship management experience in government relations and Fortune 100 corporations. Brett is a New Jersey native and is looking forward to purchasing his first electric vehicle this spring.

Scott Shapses – Business Development Lead

Scott works with the private market to help bring transportation and sustainability to the community. He works with property owners and universities to shift the status quo to green driving. As a proud resident of Jersey City, Scott has a great passion for reducing the emissions of vehicles on the roads in our community. Additionally, Scott is involved with local and state community groups organizing to help promote an improved mobility ecosystem in Jersey City.

Aviya Grosman – International Operations Lead

Aviya has worked across a variety of industries developing high growth businesses. He is responsible for strategy and growth of Greenspot's robust global infrastructure network. Experience in the army affords him discipline and a relentless drive for operational excellence. Aviya focuses on business development, including acquisition and operations, as well assisting various technology related ventures in the Israeli market.

Gilad Yaari, LEED AP – Engineering Consultant

Gilad Yaari has experience working in consulting capacities delivering valuable technical information and expertise to high value clients. Having consulted on projects for Google environmental efficiency in their corporate campus, as well as a variety of other building efficiency projects, his background brings exceptional talent and ability in the field of sustainability.

Qualifications:

- a. Greenspot has provided Electrical Vehicle Car Share services to Jersey City, NJ since 2014 through Greenspot's partnerships with Zipcar from 2014 to April, 2016 and with Maven from 2016 to the present time. Utilization of the EV car share program has increased from 12% in 2013 to 35% in 2017, in part due to Greenspot's efforts. This includes community outreach, marketing initiatives, and the state-of the-art equipment it provided.
- b. The initial project was deemed a success by the municipality and Greenspot. Greenspot therefore subsequently installed the second phase of EVSE and EV car share on the same street.
- c. Electric Vehicle Supply Equipment (EVSE) - Greenspot created a 19 spot EV section in public right-of-way, comprised of nine dual port Level 2 charging stations and one DC fast charger. Greenspot performed the installation of the EVSE in Jersey City. Greenspot also worked with the local utility to bring power to the spots. This was done through creating a new service to accommodate the new EVSE, including the electric supply and public equipment (transformers, meter, electrical box, and conduits). Greenspot ensured the infrastructure installed was up to code and far beyond minimal requirements for the Jersey City project.
- d. Greenspot worked with Jersey City zoning agency to ensure all zoning requirements were adhered to, as well as adjusting regulations to conform to this new and unique project.
- e. Greenspot has been operating as an EVSE company without interruption since 2013.
- f. Greenspot operates domestically, with a footprint expected to reach at least five (5) States in the next 12 months.
- g. Greenspot operates globally, and partners with top tier universities such as Technion – Israel Institute of Technology.
- h. Greenspot's employees bring a diverse array of experience in sustainability, car sharing, data analytics, real estate development, construction, and project management.

i. Greenspot has partnered with various car sharing operators such as Zipcar and Maven, and has worked to engage the community to attract new car sharing users. Greenspot has established relationships with numerous EVSE manufacturers such as ChargePoint, as well as various hardware and software manufacturers. Greenspot has the ability and experience necessary to select the most beneficial combination of vendors to maximize the benefits of EV car share programs, and deploy the most cost-efficient and effective model.

5.1.7 Attachments

Each Response must include the following as attachments:
Commitment letters from identified project partners indicating their amount of financial or other support to the project, including a statement that they intend to keep the stations operational for a minimum of three years;

Greenspot does not anticipate partnerships in this project, but will provide warranties on hardware and software of the EVSE for a minimum of three years, and is committed to keeping the stations operational during that period

- Greenspot Proprietary Feasibility Index – Appendix A
- Charging station specifications – Appendix B
- Electric Vehicle Car Share Specifications – Appendix C
- Current Certificate of Insurance – Appendix D



RESOLUTION NO. 2018-173

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

RESOLUTION AWARDING OF A CONTRACT TO NICHEM COMPANY FOR CARBON MEDIA REPLACEMENT

WHEREAS, the City of Asbury Park received and opened sealed bids on Thursday, April 19, 2018 for Carbon Media Replacement; and

WHEREAS, the lowest responsible and responsive bidder of the two (2) bids received is Nichem Company in the amount of \$261,920.00; and

WHEREAS, the City Engineer and Purchasing Agent both recommend awarding the project to Nichem Company; and

WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Capital Account upon final passage of the Capital Ordinance for this project for the maximum amount as stated in this resolution, Account number C-08-55-528-018-002 and shall reimburse the internal line item from the Proceeds of the Bond or Note upon issuance; and

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 award of a contract to Nichem Company in the amount of \$261,920.00 and a copy of this Resolution shall be provided by the City Clerk to the City Manager for distribution.

I, CINDY A. DYE, 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. 2018-173 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK

BID PACKET

FOR:

CARBON MEDIA REPLACEMENT*City of Asbury Park, Monmouth County, New Jersey*

BY:

EVOQUA WATER TECHNOLOGIES LLC

(Bidder Name)

624 EVANS STREET

ELIZABETH NEW JERSEY 07201

(Bidder Address)

908.242.2305

(Bidder Phone Number)

908.612.0547

(Bidder Alternative Phone Number)

80-0909020

*(Bidder Fax Number)**(Bidder Federal I.D. # or S.S. #)*

john.giaimis@evoqua.com

(Bidder Email Address)

John J. Giaimis

(Name of Bidder's Authorized Representative)

TO:

CITY OF ASBURY PARK*One Municipal Plaza, Asbury Park, NJ 07712*

BID SUBMISSION CHECKLIST

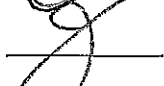
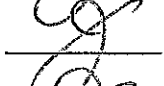
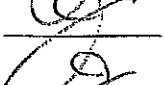
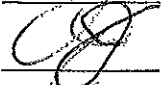
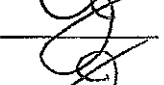
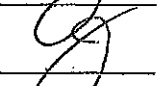
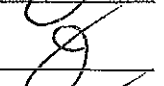
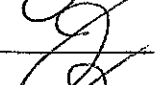
(Pursuant to N.J.S.A. 40A:11-23.2)

CARBON MEDIA REPLACEMENT – CITY OF ASBURY PARK

EVOQUA WATER TECHNOLOGIES LLC

(Bidder Name)

Bidders are required to submit all of the following documents with their Bid Packets. Failure to submit all documents may mandate rejection of the Bid Packets.

DESCRIPTION OF DOCUMENT	BIDDER'S INITIALS
1. BID SUBMISSION CHECKLIST pursuant to <u>N.J.S.A. 40A:11-23.2</u> (this document)	
2. BID PROPOSAL	
3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA pursuant to <u>N.J.S.A. 40A:11-23c, 1.2, & 3</u>	
4. BUSINESS REGISTRATION CERTIFICATE pursuant to <u>N.J.S.A. 52:32-44</u>	
5. PUBLIC WORKS CONTRACTOR CERTIFICATE pursuant to <u>N.J.S.A. 34:11-56.48</u>	
6. OWNERSHIP DISCLOSURE pursuant to <u>N.J.S.A. 52:25-24.2</u>	
7. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN pursuant to <u>N.J.S.A. 40A:11-2.1</u>	
8. DISCLOSURE OF ELECTION CONTRIBUTIONS pursuant to <u>N.J.S.A. 19:44A-20.27</u>	
9. BID BOND AND SECURITY pursuant to <u>N.J.S.A. 40A:11-21</u>	
10. CONSENT OF SURETY pursuant to <u>N.J.S.A. 40A:11-22</u>	
11. NON-COLLUSION AFFIDAVIT pursuant to <u>N.J.S.A. 52:34-15</u>	
12. EQUIPMENT CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-20</u>	
13. SUBCONTRACTOR IDENTIFICATION pursuant to <u>N.J.S.A. 40A:11-16</u>	
14. PREVAILING WAGE COMPLIANCE DECLARATION pursuant to <u>N.J.S.A. 34:11-56.25 et seq.</u>	
15. BIDDER'S ACKNOWLEDGMENT	
16. AMERICAN PRODUCTS CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-18</u>	
17. STATEMENT OF EXPERIENCE AND QUALIFICATIONS (on the forms provided)	
18. BID PACKET CERTIFICATION (completed and signed by appropriate an authorized representative(s) of Bidder and notarized by Notary Public)	

BID PROPOSAL

3.J.13.a

CARBON MEDIA REPLACEMENT – CITY OF ASBURY PARK

Evoqua

(Bidder Name)

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
1.	MOBILIZATION	1	LS	\$ 12,500	\$ 12,500
2.	CARBON MEDIA 'A'	44,380	LBS	\$ 3.49	\$ 155,066
3.	CARBON MEDIA 'B'	54,620	LBS	\$ 1.55	\$ 84,251
4.	VESSEL EXCHANGE SERVICE	4	UNIT	\$ 16,580	\$ 66,320
5.	CARBON MEDIA DISPOSAL	1	LS	\$ 27,222	\$ 27,222

TOTAL BID AMOUNT (Items 1 through 5): \$ 345,359

WRITE TOTAL BID AMOUNT (Items 1 through 5): Three hundred and forty five thousand three hundred and fifty nine dollars and 0/100 cents.

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

By Initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate:

BID PACKET

FOR:

CARBON MEDIA REPLACEMENT*City of Asbury Park, Monmouth County, New Jersey*

BY:

NICHEM COMPANY
750 FRELINGHUYSEN AVE.

NEWARK, NJ 07114

TEL: (973) 399-9810

(Bidder Name)

(Bidder Address)

(Bidder Phone Number)

(Bidder Alternative Phone Number)

473-399-8818

(Bidder Fax Number)

223295573

(Bidder Federal I.D. # or S.S. #)

Linda@Nichem.com

(Bidder Email Address)

Linda O'Brien

(Name of Bidder's Authorized Representative)

TO:

CITY OF ASBURY PARK*One Municipal Plaza, Asbury Park, NJ 07712*

BID SUBMISSION CHECKLIST

(Pursuant to N.J.S.A. 40A:11-23.2)

CARBON MEDIA REPLACEMENT – CITY OF ASBURY PARK

Nichem Co.
(Bidder Name)

Bidders are required to submit all of the following documents with their Bid Packets. Failure to submit all documents may mandate rejection of the Bid Packets.

DESCRIPTION OF DOCUMENT	BIDDER'S INITIALS
1. BID SUBMISSION CHECKLIST pursuant to <u>N.J.S.A. 40A:11-23.2</u> (this document)	<u>ROB</u>
2. BID PROPOSAL	<u>ROB</u>
3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA pursuant to <u>N.J.S.A. 40A:11-23c. 1, 2, & 3</u>	<u>ROB</u>
4. BUSINESS REGISTRATION CERTIFICATE pursuant to <u>N.J.S.A. 52:32-44</u>	<u>ROB</u>
5. PUBLIC WORKS CONTRACTOR CERTIFICATE pursuant to <u>N.J.S.A. 34:11-56.48</u>	<u>ROB</u>
6. OWNERSHIP DISCLOSURE pursuant to <u>N.J.S.A. 52:25-24.2</u>	<u>ROB</u>
7. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN pursuant to <u>N.J.S.A. 40A:11-2.1</u>	<u>ROB</u>
8. DISCLOSURE OF ELECTION CONTRIBUTIONS pursuant to <u>N.J.S.A. 19:44A-20.27</u>	<u>ROB</u>
9. BID BOND AND SECURITY pursuant to <u>N.J.S.A. 40A:11-21</u>	<u>ROB</u>
10. CONSENT OF SURETY pursuant to <u>N.J.S.A. 40A:11-22</u>	<u>ROB</u>
11. NON-COLLUSION AFFIDAVIT pursuant to <u>N.J.S.A. 52:34-15</u>	<u>ROB</u>
12. EQUIPMENT CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-20</u>	<u>ROB</u>
13. SUBCONTRACTOR IDENTIFICATION pursuant to <u>N.J.S.A. 40A:11-16</u>	<u>ROB</u>
14. PREVAILING WAGE COMPLIANCE DECLARATION pursuant to <u>N.J.S.A. 34:11-56.25 et seq.</u>	<u>ROB</u>
15. BIDDER'S ACKNOWLEDGMENT	<u>ROB</u>
16. AMERICAN PRODUCTS CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-18</u>	<u>ROB</u>
17. STATEMENT OF EXPERIENCE AND QUALIFICATIONS (on the forms provided)	<u>ROB</u>
18. BID PACKET CERTIFICATION (completed and signed by appropriate an authorized representative(s) of Bidder and notarized by Notary Public)	<u>ROB</u>

BID PROPOSAL**CARBON MEDIA REPLACEMENT – CITY OF ASBURY PARK**Nichem Co

(Bidder Name)

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
1.	MOBILIZATION	1	LS	\$ 5,000. ⁰⁰	\$ 5,000. ⁰⁰
2.	CARBON MEDIA 'A'	44,380	LBS	\$ 2.85	\$ 126,483. ⁰⁰
3.	CARBON MEDIA 'B'	54,620	LBS	\$ 1.35	\$ 73,737. ⁰⁰
4.	VESSEL EXCHANGE SERVICE	4	UNIT	\$ 12,375. ⁰⁰	\$ 49,500. ⁰⁰
5.	CARBON MEDIA DISPOSAL	1	LS	\$ 7,200. ⁰⁰	\$ 7,200. ⁰⁰

TOTAL BID AMOUNT (Items 1 through 5): \$261,920.⁰⁰WRITE TOTAL BID AMOUNT (Items 1 through 5): Two hundred sixty-one Thousand, Nine hundred Twenty Dollars And ⁰⁰/₁₀₀.

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate:

N, L



RESOLUTION NO. 2018-174

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

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, ACTING AS THE REDEVELOPMENT ENTITY, APPROVING AND AUTHORIZING AN AMENDMENT TO AN AGREEMENT WITH INTERFAITH NEIGHBORS, INC. REGARDING THE REDEVELOPMENT OF CERTAIN PROPERTIES WITHIN THE SPRINGWOOD AVENUE REDEVELOPMENT AREA.

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “Redevelopment Law”) authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment and to create redevelopment plans which provide development controls for any area so designated; and

WHEREAS, pursuant to and in accordance with the requirements of the LRHL the City of Asbury Park (the “City”), by Resolution dated September 5, 2007, and entitled “*RESOLUTION OF THE MAYOR AND COUNCIL FOR THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY DESIGNATING CERTAIN AREAS WITHIN THE CITY AS AREAS IN NEED OF REDEVELOPMENT*,” designated as an “area in need of redevelopment” certain parcels bound on the east by Memorial Drive; on the west by Atkins Avenue; on the south by Lee’s Lane and the rear lot lines of the lots fronting onto Springwood Avenue on Block 803; and on the north by an irregular line extending from Atkins Avenue to Memorial Drive located at a distance varying from about 200 feet to about 290 feet north of Springwood Avenue, and as further identified on the City’s current tax maps as Block 1205, Lots 13-21, Block 803, Lots 1-14 and 21-29, Block 702, Lots 2-9, Block 704, Lots 6-10 and a portion of Lot 1, Block 1201, Lots 1-9 and 13-22, Block 804, Lot 1 (and formerly shown on City Tax Maps as Block 81.02, Lots 10-18, Block 101.01, Lots 1-9, and 16-29, Block 104, Lots 2-9, Block 80, Lots 1-5 and a portion of lot 6, Block 84.03, Lots 1-9, Block 84.02, Lots 1-10, and Block 101.02, Lot 1) (collectively, the “Springwood Avenue Redevelopment Area”); and

WHEREAS, pursuant to and in accordance with the requirements of the LRHL, specifically *N.J.S.A. 40A:12A-7*, the City, by Ordinance Number 2862 adopted on February 6, 2008, adopted the *Amended Springwood Avenue Redevelopment Plan* for the Springwood Avenue Redevelopment Area (the “Redevelopment Plan”); and

WHEREAS, pursuant to the LRHL, including Section 8 thereof (*N.J.S.A. 40A:12A-8*), a municipality is permitted to contract with a redeveloper to undertake redevelopment projects pursuant to a redevelopment plan within the area designated in that plan; and

WHEREAS, on June 22, 2016, the City and Interfaith Neighbors, Inc. (the “Redeveloper”) entered into a redevelopment and land disposition agreement (the “Initial Agreement”) setting forth the terms and conditions pursuant to which the Redeveloper would develop approximately twenty (20) to twenty-four (24) owner-occupied, 1 and 2 bedroom affordable residential units with amenities and off-street parking (the “Project”), on Block 803, Lots 1-14, generally located at the southeasterly corner of Springwood Avenue and Atkins Avenue with a street address of 1130-1156 Springwood Avenue (“the Property”) in accordance with the Redevelopment Plan and the Initial Agreement; and

WHEREAS, the Redeveloper has requested an amendment to the Initial Agreement to permit detached two family homes in the Springwood Avenue Residential Zone subdistrict of the Redevelopment Plan and to set forth an amended Construction Timetable (the “Amendment”); and

WHEREAS, after review and consideration of this matter, the Mayor and City Council, acting as the City’s Redevelopment Entity, wish to approve and authorize the execution of the Amendment; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, acting as the Redevelopment Entity, as follows:

1. The Amendment, attached hereto as Exhibit A, is approved subject to additions, deletions, modifications or revisions deemed necessary and appropriate in consultation with counsel and authorizes the Mayor, City Clerk and other necessary City Officials to execute, deliver and accept the Amendment and all other necessary documents and undertake all actions reasonably necessary to effectuate the Amendment and this Resolution.

2. A certified copy of this Resolution shall be provided to each of the following:
- a. Interfaith Neighbors
 - b. John Marmora, Esq., Developer’s Attorney
 - c. Michael Capabianco, City Manager
 - d. Frederick C. Raffetto, Esq., City Attorney
 - e. Glenn F. Scotland, Esq., City Redevelopment Counsel
 - f. Michele Alonso, Director of Planning and Redevelopment

3. This Resolution shall take effect immediately.

I, CINDY A. DYE, 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. 2018-174 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CERTIFIED BY ME THIS 26th DAY OF April, 2018.

CINDY A. DYE
CITY CLERK

**AMENDMENT TO THE REDEVELOPMENT AND LAND DISPOSITION
AGREEMENT BY AND BETWEEN THE CITY OF ASBURY PARK, AS
REDEVELOPMENT ENTITY, AND INTERFAITH NEIGHBORS, INC.**

This AMENDMENT (“**Amendment**”) to the Redevelopment Agreement is made on this ____ day of _____, 2018 (the “Effective Date”) into by and between the **CITY OF ASBURY PARK** (the “**City**”), a public body corporate and politic of the State of New Jersey having its offices at One Municipal Plaza, Asbury Park, NJ 07712-7000, in its capacity as “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4(c), and **INTERFAITH NEIGHBORS, INC.**, a New Jersey corporation having its principal offices at 810 Fourth Avenue, Asbury Park, New Jersey 07712 (together with its permitted successors and assigns, the “**Redeveloper**”) (each of the City and the Redeveloper hereafter sometimes referred to in this Agreement as a “**Party**”, and together as the “**Parties**”)

W I T N E S S E T H:

WHEREAS, the Parties have executed that certain Redevelopment Agreement, dated June 22, 2016 (the “**Redevelopment Agreement**”, and together with this Amendment, the “**Agreement**”); and

WHEREAS, the Parties have determined to enter into this Amendment for the purpose of revising certain sections of the Redevelopment Agreement to permit detached two family homes in the Springwood Avenue Residential Zone subdistrict and to provide an amended Construction Timetable; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto do hereby covenant and agree each with the other as follows:

I. CONSTRUCTION. The foregoing recitals are hereby incorporated in this Amendment by reference as if fully set forth herein at length. All terms not defined herein shall have the meanings set forth in the Redevelopment Agreement. Other than as specifically modified by this Amendment all other terms, conditions and obligations of the Redevelopment Agreement shall remain unmodified and shall remain in full force and effect.

II. PROJECT NAME. The Project name is revised from the “Turf Club” or the “Turf Club Project” to the “Parkview AP”, “Parkview Project” or “Parkview Residences”.

III. PURCHASE AND SALE OF PROPERTY. Article VI, Section 6.4B shall be amended to read as follows:

B. Adoption of a resolution by the City Council authorizing the Sale of the Property which shall occur after Satisfaction of the Contingencies and prior to Closing; and

IV. REDEVELOPMENT PROJECT. Article VII, Section 7.1A shall be amended to read as follows:

7.1 Project, Project Implementation and Project Schedule.

A. **Project.** The Project may be constructed in phases and will consist of approximately twenty (20) high quality 1 and 3 bedroom residential units (as further described below) on 10 individual property lots in accordance with the Plan and applicable Governmental Approvals. Each lot shall be conveyed in fee simple ownership. A minimum of 20% of the principal units to be constructed will be offered as deed-restricted affordable units which percentage may increase pending the award of additional affordable housing construction subsidies to the Redeveloper. There will be ten (10) one (1) bedroom units of approximately 700-760 square feet, and ten (10) three (3) bedroom units of approximately 1,400-1,600 square feet. Additionally, at the closing from the Redeveloper to the final owner of each lot, the affordability restrictions required by the HOME program shall be recorded against the lot and describe the affordable portion thereof, and proof of the same provided to the City; further, this condition shall specifically survive Closing from the City to the Redeveloper.

V. **COMMUNITY INITIATIVES.** Article XI, Section 11.2 shall be amended to read as follows:

11.2 Local Labor and Building Products. Prior to the Commencement of Construction, Redeveloper and/or Owner Entity shall notify the City of an anticipated start date. The Redeveloper and/or Owner Entity shall obtain from **New Jersey Selective Assistance Vendor Information (NJSAVI) and/or the local Workforce Investment Board**, a list of local labor (“**Local Labor**”) and businesses providing local building products (“**Local Building Products**”). In constructing the Project, Redeveloper and/or Owner Entity agrees that it will use best efforts to ensure that a reasonable percentage of its labor force shall be Local Labor. In addition, Redeveloper and/or Owner Entity agree that it will use commercially reasonable efforts to ensure that a reasonable percentage of building materials and supplies for the Project shall be Local Building Products. Best efforts shall include, but not be limited to, the following:

A. Using twenty-five percent (25%) of Local Labor for the Project; provided such Local Labor is available and appropriate for the Project;

B. Using twenty-five percent (25%) of Local Building Products for the Project to the extent such products are reasonably available from vendors at commercially reasonable prices and appropriate to the Project;

C. The Redeveloper and/or Owner Entity shall support and contribute to the City’s and Workforce Investment Board’s efforts if any to host job fairs to publicize opportunities for Local Labor, local contractors, and local building product suppliers.

VI. **PROJECT SCHEDULE.** The Project Schedule, Exhibit B of the Redevelopment Agreement shall be amended with regard to the Phase descriptions as follows:

PHASE I: 8 buildings (3 market rate properties and 1 affordable property, total # of residential units constructed: 8)

PHASE II: 8 buildings (2 market rate properties and 2 affordable properties, total # of residential units constructed: 8)

PHASE III: 4 buildings (2 market rate properties and 1 affordable property, total # of residential units constructed 4)

VII. CONCEPT PLAN. The Concept Plan, Exhibit ___ of the Redevelopment Agreement shall be amended to read as set forth on the attached Schedule A.

VIII. Other than as specifically modified by this Amendment, all other terms and provisions of the Redevelopment Agreement entered into between the Parties are hereby confirmed and ratified in all respects and shall remain in full force and effect.

IX. Any inconsistencies or conflicts between the terms and provisions of the Redevelopment Agreement and the terms and provisions of this Amendment shall be resolved in favor of the terms and provisions of this Amendment.

X. The provisions of this Amendment shall be deemed to be severable. If any provision of this Amendment shall be deemed to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, the same shall be deemed to be severable and shall not affect the validity of any other provision herein

XI. This Amendment may be executed and delivered in any number of counterparts (including by facsimile or by email in portable document format (pdf)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XII. The recitals set forth above are incorporated herein by this reference as if set forth at length.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Redevelopment and Land Disposition Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

Witness or Attest

CITY OF ASBURY PARK

BY: _____

SEAL

Witness

INTERFAITH NEIGHBORS, INC.

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE A
EXHIBIT
CONCEPT PLAN



REDEVELOPMENT and LAND DISPOSITION AGREEMENT

by and between

The City of Asbury Park,

as Redevelopment Entity

and

Interfaith Neighbors, Inc.

as Redeveloper and Guarantor

June 22, 2016

This Redevelopment and Land Disposition Agreement (the “Agreement” or “Redevelopment Agreement”) dated this ____ of _____, 2016 (the “Effective Date”), entered into by and between the CITY OF ASBURY PARK (the “City”), a public body corporate and politic of the State of New Jersey having its offices at One Municipal Plaza, Asbury Park, NJ 07712-7000, in its capacity as “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4(c), and INTERFAITH NEIGHBORS, INC., a New Jersey corporation having its principal offices at 810 Fourth Avenue, Asbury Park, New Jersey 07712 (together with its permitted successors and assigns, the “Redeveloper”) (each of the City and the Redeveloper hereafter sometimes referred to in this Agreement as a “Party”, and together as the “Parties”);

WITNESSETH

WHEREAS, under the *Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the “LRHL” or the “Act”), specifically N.J.S.A. 40A:12A-8(f), the City, acting through its Municipal Council (the “Council”), may contract with redevelopers for the planning, re-planning, construction, or undertaking of any project or redevelopment work within a designated area in need of redevelopment; and

WHEREAS, pursuant to and in accordance with the requirements of the LRHL, the City, by Resolution dated September 5, 2007, and entitled “*RESOLUTION OF THE MAYOR AND COUNCIL FOR THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY DESIGNATING CERTAIN AREAS WITHIN THE CITY AS AREAS IN NEED OF REDEVELOPMENT*,” designated as an “area in need of redevelopment” certain parcels bound on the east by Memorial Drive; on the west by Atkins Avenue; on the south by Lee’s Lane and the rear lot lines of the lots fronting onto Springwood Avenue on Block 803; and on the north by an irregular line extending from Atkins Avenue to Memorial Drive located at a distance varying from about 200 feet to about 290 feet north of Springwood Avenue, and as further identified on the City’s current tax maps as Block 1205, Lots 13-21, Block 803, Lots 1-14 and 21-29, Block 702, Lots 2-9, Block 704, Lots 6-10 and a portion of Lot 1, Block 1201, Lots 1-9 and 13-22, Block 804, Lot 1 (and formerly shown on City Tax Maps as Block 81.02, Lots 10-18, Block 101.01, Lots 1-9, and 16-29, Block 104, Lots 2-9, Block 80, Lots 1-5 and a portion of lot 6, Block 84.03, Lots 1-9, Block 84.02, Lots 1-10, and Block 101.02, Lot 1) (collectively, the “Springwood Avenue Redevelopment Area”); and

WHEREAS, pursuant to and in accordance with the requirements of the LRHL, specifically N.J.S.A. 40A:12A-7, the City, by Ordinance Number 2862 adopted on February 6, 2008, adopted the *Amended Springwood Avenue Redevelopment Plan* for the Springwood Avenue Redevelopment Area (the “Redevelopment Plan”); and

WHEREAS, the City has acquired certain properties in the Springwood Avenue Redevelopment Area including: Block 803, Lots 1-14 which is the subject of this Agreement and Block 704, Lots 5-9 which may be the subject of a separate agreement; and

WHEREAS, the City and Redeveloper had originally desired to implement the Redevelopment Plan with respect to two (2) projects in the Springwood Avenue Redevelopment Area: (1) Block 803, Lots 1-14, generally located at the southeasterly corner of Springwood Avenue and Atkins Avenue with a street address of 1130-1156 Springwood Avenue for the construction of approximately twenty (20) to twenty-four (24) owner-occupied, 1 and 2 bedroom affordable residential units with amenities and off-street parking, to be called the Turf Club Residences (the “**Turf Club**” or “**Turf Club Project**” and further detailed in Section 7.1.A the “**Project**”); and (2) Block 702, Lots 5-9 and a portion of Lot 1 generally located at the southwestern corner of Springwood Avenue and Memorial Drive, plus one-half of the Applegate Place right-of-way, the Barclay Place right-of-way, and the unnamed right-of-way between two lots for the construction of an approximately 45,000 square feet of exhibit space, performance and rehearsal/studio space, clubs/restaurants, overnight accommodations, and office and administrative space (the “**JAMS Project**”); and

WHEREAS, at this time, the Parties have decided only to proceed with the Turf Club Project on Block 803, Lots 1-14, and the vacation of a portion of the Lee’s Lane right-of-way and a portion of Block 804, Lot 1 to the south of these lots which are generally located on Springwood Avenue with a street address of 1130 – 1156 Springwood Avenue and containing approximately 285 feet of frontage on Springwood Avenue, and as more specifically described in **EXHIBIT A** attached hereto (the “**Property**”); and

WHEREAS, the Redeveloper is a successful developer and has the necessary expertise, skill, experience and ability to carry out the development of the Project; and

WHEREAS, on May 19, 2016, the City Council of the City of Asbury Park adopted a Resolution authorizing the execution of this Redevelopment Agreement with the Redeveloper and, upon the execution hereof, designating the Redeveloper as redeveloper of the Property.

NOW, THEREFORE, the Parties hereby agree, as follows:

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Certificate of Occupancy: A temporary or permanent certificate of occupancy as required by the City's Ordinances and the applicable provisions of the State of New Jersey Uniform Construction Code.

City Assemblage Contingency: Shall mean the clearing of title to the Property by the City if so required as provided herein.

City Costs: (i) All outside professional and consultant fees, costs or expenses reasonably incurred by the City arising out of or in connection with the performance, administration, or enforcement of this Agreement; (ii) litigation costs arising out of or in connection with litigation or dispute resolution arising out of or in connection with this Agreement, excluding litigation between the City and Redeveloper arising out of or in connection with a City Default; and (iii) any other fee, cost or expense reasonably incurred by the City in furtherance of the Project or in connection with this Agreement. Except as otherwise specifically provided in this Agreement to the contrary, "City Costs" shall not include charges for services performed in the ordinary course of their employment by City employees.

City Manager: The City Manager, or Acting City Manager, of the City of Asbury Park.

Cleared and Cleaned Condition: All actions have been taken in connection with (i) the demolition or other removal of all existing improvements (if any) on the Property, to a condition and standard as may be required to proceed with construction of the Project to be constructed thereon, and (ii) if required, environmental cleanup of the Property to the standard required by NJDEP for the Project, including as and to the extent applicable an approved RAWP and either an RAO or RAO Letter from an LSRP (and/or an NFA Letter from the NJDEP, if applicable as to the removal of underground storage tanks), but not including construction of the Project or Improvements.

Closing Date: The date on which a Closing takes place as detailed in Section 6.3.

Closing Documents means the Declaration, the Deed and all other documents and instruments executed by the City and an Owner Entity in connection with a Closing, in form and content satisfactory to Redeveloper and the City.

COAH means The Council on Affordable Housing of the State established by the *Fair Housing Act of 1985*, as the same may be amended from time to time.

Commencement, Commence Construction, Commencement of Construction, Commencement Date: The date on which construction forces and machinery are mobilized on the Property for construction of the Project following the issuance of a Building Permit.

Completion, Completion of Construction, Complete Construction, Completion Date: The completion of construction of the Project in accordance with the

Redevelopment Plan and this Agreement, sufficient for issuance of a Certificate of Occupancy, subject only to (i) completion of "punch list" items or minor conditions of the Governmental Approvals or such conditions which are customarily satisfied after the issuance of a Certificate of Occupancy, and (ii) installation of landscaping, if the delay in completion thereof is necessitated by seasonal concerns.

Completion Notice: A written notification of Completion of Construction of the Project and request by Redeveloper for the issuance by the City of a Certificate of Completion with respect thereto.

Construction Code Official: The Construction Code Official of the City of Asbury Park.

Construction Period: The period beginning on the Commencement Date and ending on the Completion Date.

Contingencies: The City Assembly Contingency, the Approvals Contingency, the Financing Contingency, and the PILOT Contingency.

Contingency Satisfaction Date: The date or dates by which all Contingencies hereunder have been satisfied, but not later than the Contingency Satisfaction Deadline.

Contingency Satisfaction Deadline: The date by which all Contingencies hereunder must be satisfied.

County: Monmouth County, New Jersey.

Declaration, Declaration of Covenants and Restrictions or Declaration of Restrictions: A written instrument to be executed by Redeveloper (or, as appropriate, an Owner Entity), and recorded in the Office of the Monmouth County Clerk, substantially in the form annexed hereto as **EXHIBIT B**, intended to encumber the Property and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to Redeveloper and its permitted successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project, all as more particularly described in Article V.

Default: A condition or event which constitutes, or would constitute, after Notice or lapse of time or both, a Breach.

Due Diligence Period: Ninety (90) days from the Effective Date, which shall be an Outside Date.

Effective Date: The date of full execution and delivery of this Agreement by both the City and Redeveloper.

Environmental Laws: All applicable federal, State, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments relating to pollution, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of Hazardous Substances, presently in effect or hereafter amended, modified, or adopted including, but not limited to, the *Comprehensive Environmental Response, Compensation and Liability Act* (42 U.S.C. sect. 9601-9675); the *Resource Conservation and Recovery Act of 1976* (42 U.S.C. sect. 6901, *et seq.*); the *Clean Water Act* (33 U.S.C. sect. 1251, *et seq.*); the *New Jersey Spill Compensation and Control Act* (N.J.S.A. 58:10-23.11, *et seq.*); the *Industrial Site Recovery Act*, as amended (N.J.S.A. 13:1K-6, *et seq.*); the *New Jersey Underground Storage of Hazardous Substances Act* (N.J.S.A. 58:10A-21, *et seq.*), the *New Jersey Water Pollution Control Act* (N.J.S.A. 58:10A-1 *et seq.*); the *New Jersey Environmental Rights Act* (N.J.S.A. 2A:35A-1, *et seq.*); and the rules and regulations promulgated thereunder.

Escrow Account: Defined in Article XV.

Financial Assistance: Any contribution by the City to the financing of the Project, which Financial Assistance, if any, may be in the form of loans, grants, rent concessions, PILOTs, tax abatements or exemptions, RABs, or interests in real property, all as permitted under Applicable Laws.

Financing Contingency: The requirement that Redeveloper obtain and have in place (i.e. have commitments for) all financing required to Commence Construction and Complete Construction of each phase of the Project as further described in Section 3.5.

Force Majeure: Causes beyond a Party's reasonable control and not substantially due to that Party's fault or negligence (including, but not limited to, litigation that enjoins implementation of the Project or delays the City's satisfaction of the City Assemblage Contingency); declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods); acts of the public enemy; acts of terrorism; acts of war; fire; epidemics; quarantine restrictions; blackouts, power failures, or energy shortages; governmental embargoes; and strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials (*provided* that Redeveloper has no commercially reasonable alternatives to avoid the impact thereof on the progress of the Project).

Governmental Applications: Applications, including all plans, drawings, documentation and presentations necessary and appropriate for the purpose of obtaining Governmental Approvals for the Project.

Governmental Approvals: Governmental approvals required for the Commencement of Construction, Completion of Construction, or use and occupancy, including, without limitation, site plan and subdivision approval by the Planning Board;

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County planning board approvals, if and to the extent required; environmental permits, approvals, consents or authorizations from NJDEP and any other applicable governmental agencies; sewerage capacity approvals and other governmental utilities-related permits; and any and all other necessary governmental permits, licenses, consents and approvals, but not including Building Permits.

Guarantor Obligations: Defined in Section 16.1(A).

Guaranty: The Redeveloper's guaranty of performance and payment of its obligations pursuant to this Agreement, in the event of a Permitted Transfer or Transfers of this Agreement or the Project as further addressed in Article XVI.

Hazardous Substances: Any substance, material or waste, whether liquid, gaseous or solid, and any pollutant or contaminant, that is toxic, hazardous, explosive, corrosive or radioactive, and that is defined, listed or regulated under any Environmental Law.

Improvements: Buildings, infrastructure and other structures or site improvements constructed on or installed on or at the Property (including but not limited to utility lines and structures, sidewalks, curbs, street repaving, greenways, drainage facilities, and the like), as part of or in connection with the Project, in accordance with Governmental Approvals.

Internal Revenue Code: The *Internal Revenue Code of 1986*, as amended, 26 U.S.C, together with the regulations adopted pursuant thereto at 26 C.F.R., as amended.

Investigations: Assessments and investigations to determine the environmental condition of the property being studied, including but not limited to preliminary site assessment and site investigation, in all cases sufficient in scope to satisfy the "all appropriate inquiries" standard to establish an innocent purchaser defense under applicable Environmental Laws.

Local: For the purposes of determining Local Labor and Local Building Products in Section 11.2, the term "Local" shall mean the Redeveloper shall offer positions to qualified residents and businesses of the City of Asbury Park first and if no qualified labor exists within the City of Asbury then "Local" shall also include communities within twenty (20) miles of the City of Asbury Park.

Low and Moderate Income Housing: Low and moderate income housing units required to be built pursuant to this Redevelopment Agreement, which qualify as "affordable" under the requirements of HOME funding or similar funding restrictions for low and moderate housing.

LSRP: "Licensed Site Remediation Professional" as defined in the New Jersey *Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq.*

LTTE: The *Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.*

Minority: A person who is a citizen or lawful permanent resident of the United States and who is either one or a combination of: (i) African American (a person having origins in any of the black racial groups of Africa), (ii) Alaskan Native and/or American Indian (a person having origins in any of the original peoples of North America), (iii) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, Hawaii or the Pacific Islands), (iv) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race), or (v) Female (a person of the female gender).

Minority Business Enterprise: A sole proprietorship where the sole proprietor is a minority person; or a business corporation where fifty-one (51%) percent of the interest in such corporation is beneficially owned by minority persons and minority persons occupy the majority of management and board positions and control all decisions concerning the entity; or a partnership where fifty-one (51%) percent of the partnership interest in such partnership is beneficially owned by minority persons and minority persons occupy the majority of management and partnership positions and control all decisions concerning the entity; and which is certified as a bona fide minority business enterprise by a certifying agency designated by the City administration.

MLUL: The *Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.*

Mortgage: A permitted mortgage in connection with financing necessary for Redeveloper to perform its obligations under this Redevelopment Agreement, including financing associated with property acquisition, development, and construction of the Project.

Mortgagee: The holder of a Mortgage.

NJDEP: New Jersey Department of Environmental Protection, and any successors in interest.

NJDOT: New Jersey Department of Transportation and any successors in interest.

NJEDA: New Jersey Economic Development Authority and any successors in interest.

NJHMFA: New Jersey Housing and Mortgage Finance Agency.

NJRA: New Jersey Redevelopment Authority and any successors in interest.

Notice: Defined in Section 13.12.

Open Public Records Act or OPRA: The *New Jersey Open Public Records Act*,

N.J.S.A. 47:1A-1 et seq.

Outside Date(s): A date and/or deadline designated in this Agreement and/or in EXHIBIT C as an "Outside Date" which may not be extended without a written amendment to the Agreement.

Owner Entity: A single purpose limited liability company or limited partnership, formed by Redeveloper for the purposes of financing the Project, acquiring the Property, and constructing, owning and operating the Improvements thereon in accordance with this Agreement. Redeveloper shall serve as the managing member or general partner of each Owner Entity.

Permitted Exceptions: Defined in Section 6.5.

Permitted Transfer: Defined in Section 12.2.

Permitted Transferee: An entity consented to by the City as a transferee in connection with a Transfer, which may include but shall not be limited to (i) an Owner Entity; or (ii) a Mortgagee, all as more particularly described in Section 12.3.

PILOT: An agreement pursuant to which payments are to be made to the City in lieu of real estate taxes, including a payment in lieu of taxes pursuant to HMFA regulations, during the period of time in which the Property is subject to tax abatement.

PILOT Contingency: Defined in Section 3.4.

Planning Board: The Planning Board of the City of Asbury Park.

Plans: Plans and specifications needed to obtain Governmental Approvals and for construction of the Project (including Public Improvements), including but not limited to concept plans, plans and specifications submitted to the Planning Board pursuant to the MLUL as part of the Governmental Applications for site plan and subdivision approval, and construction drawings and specifications, which in all events shall meet or incorporate the minimum requirements of all Applicable Laws, the Redevelopment Plan, this Agreement, and the Governmental Approvals.

Project: As more particularly described in Section 7.1(A).

Project Costs: All costs and expenses incurred by Redeveloper pursuant to this Agreement, excluding Redeveloper's in-house overhead.

Project *Pro Forma* or *Pro Forma*: A pro forma in a form and containing all information as reasonably required by the City, including all income and projection assumptions, Project Costs and a detailed construction budget, including trade cost breakdowns for the Project, as estimated by Redeveloper.

Project Schedule: The agreed upon timetable and performance milestones for satisfying the Contingencies and Completion of Construction of the Project, as may be modified or adjusted from time to time in accordance with the provisions of this Agreement and as further detailed in **EXHIBIT C**.

Public Improvements: Project-related “off-tract” or “off-site” improvements or infrastructure as defined in the MLUL, required by the terms of the Redevelopment Plan, this Agreement or the Governmental Approvals to be constructed or installed by Redeveloper and offered for dedication, contributed or conveyed to the City or to the appropriate utility purveyor upon Completion of Construction.

QALICB: An entity qualifying as a “Qualified Active Low-Income Community Business” pursuant to Section 45D of the Internal Revenue Code.

RAB: Redevelopment area bonds issued pursuant to and subject to the requirements of the RAB Law.

RAB Law: The *Redevelopment Area Bond Financing Law* (N.J.S.A. 40A:12A-64 *et seq.*).

RAO: “Response Action Outcome” as defined in the New Jersey *Site Remediation Reform Act*, N.J.S.A. 58:10C-1 *et seq.*

RAO Letter: A letter issued by an LSRP stating that all necessary investigation and remediation has been completed for soil and groundwater and that either all required Remediation has been completed, or that once “capping” of the subject Property is completed by Completion of Construction of the Project the LSRP is committed to then issuing an RAO.

Remediate or Remediation: Activities required for environmental cleanup of the Property to the standard required by NJDEP for the Project, including as and to the extent applicable an approved RAWP and an RAO or RAO Letter from an LSRP (and, if applicable, an NFA letter from the NJDEP), but not including construction of the Project or Improvements.

Remediation Credit: A credit towards the Purchase Price, not to exceed \$50,000.00 equal to the actual costs and expenses incurred by Redeveloper or an Owner Entity, if any, in connection with the Investigation and Remediation of the Property; *provided*, that neither grants nor other third party funds that do not require repayment or reimbursement by Redeveloper, nor the cost of construction of Project Improvements that may serve as engineering controls or otherwise satisfy Remediation requirements, shall be included in calculating the amount of the Remediation Credit.

Small Business Enterprise: A business entity that is certified as a *bona fide* small business enterprise by a certifying agency designated by the Small Business Administration or any other governmental entity.

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Term: The period beginning on the Effective Date and ending upon the earlier to occur of termination of this Agreement or the City's issuance of the Final Certificate of Completion for the Project as further addressed in Section 10.3.

Transfer: (i) A sublease, assignment or other conveyance by Redeveloper or an Owner Entity to a third party of an interest in all or any portion of the Property, a ground lease, or the Project; (ii) a sale, pledge, joint venture, equity investment, or any other act or transaction involving or resulting in a change in the ownership or control of Redeveloper as it exists on the date of this Agreement, including but not limited to any change in the identity of the parties in control of Redeveloper; or (iii) any assignment or other conveyance, voluntary or involuntary, of this Agreement or Redeveloper's interest herein to a third party.

Transferee: A Permitted Transferee, following the Permitted Transfer.

Urban Renewal Entity: An "urban renewal entity" as defined in N.J.S.A. 40A:20-3 of the LTTE.

Women's Business Enterprise: A sole proprietorship where the sole proprietor is a woman; a business corporation where fifty-one (51%) percent of the interest in such corporation is beneficially owned by women and women occupy the majority of management and board positions and control all decisions concerning the entity; or a partnership where fifty-one (51%) percent of the partnership interest in such partnership is beneficially owned by women and women occupy the majority of management and partnership positions and control all decisions concerning the entity; and which is certified as a bona fide women's business enterprise by a certifying agency designated by the Administration or any other governmental entity.

ARTICLE II
REDEVELOPER DESIGNATION; DUTIES OF THE PARTIES

2.1 Designation and Duties of Redeveloper; Phasing of Project.

A. The City hereby designates and appoints the Redeveloper as redeveloper of the Property for the purposes of constructing and operating the Project. For so long as this Agreement and the designation hereunder remain in effect, Redeveloper shall have the exclusive right to redevelop the Property with the Project in accordance with the Redevelopment Plan, the Governmental Approvals, the LRHL and all other Applicable Laws, and the terms and conditions of this Agreement.

B. After the Effective Date, Redeveloper shall perform the following duties in furtherance of carrying out the Project pursuant to the Redevelopment Plan and this Agreement:

- (1) Diligently and in good faith take all commercially reasonable

actions necessary to satisfy the Approvals Contingency, and the Financing Contingency, on or before the Contingencies Satisfaction Deadline;

- (2) Conduct the Investigations of the Property during the Due Diligence Period, at Redeveloper's cost and expense but subject to the Remediation Credit (or reimbursement by the Owner Entity as a Project Cost), as and to the extent provided herein.
- (3) Submit a Project *Pro Forma* as herein provided;
- (4) At the Closing execute and record the Declaration of Covenants and Restrictions;
- (5) Prepare and submit Plans and Governmental Applications for obtaining Governmental Approvals for the Project;
- (6) Pursue all Governmental Approvals diligently and in good faith, and obtain the Governmental Approvals required to Commence Construction of the Project within the time frames set forth in this Agreement and the Project Schedule;
- (7) Commence and Complete Construction of the Project, as more specifically set forth herein and in accordance with the Project Schedule;
- (8) Cooperate with the City, negotiate in good faith, and enter into written agreements and pursue such commercially reasonable endeavors as may be necessary or desirable to effectuate the Project pursuant to the Redevelopment Plan and this Agreement;
- (9) Abide by all Applicable Laws;
- (10) Assist and participate with the City in a coordinated defense to any challenge to the Redevelopment Plan or any amendments thereto relating to the Property, the Project, the Redevelopment Area designation, or this Agreement;
- (11) Continue to fund the Escrow Account, as further detailed in Article XV, to cover City Costs, and maintain the balance thereof as required pursuant to this Agreement;
- (12) Provide and maintain in place the insurance coverage required pursuant to the "*Site Access Terms and Conditions*" annexed hereto as **EXHIBIT D** and as described herein;
- (13) Indemnify, defend, and pay, protect and hold the City harmless from and against all City Costs and all other liabilities, losses, claims, demands, costs, expenses (including reasonable attorneys' fees and expenses) and judgments of any nature arising, or alleged to arise, from Redeveloper's negligence, or a Redeveloper Default or

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Breach; *provided, however*, that such obligation to indemnify the City shall not apply to the extent that such liability, loss, claim, demand, cost or expense is the result of gross negligence or willful misconduct of the City or its officers, employees, agents or representatives. Redeveloper's obligations to indemnify the City pursuant to this Section and this Agreement shall survive conveyance of the Property or of any interest therein to Redeveloper, and shall survive the expiration or earlier termination of this Agreement.

2.2 Duties of the City. The City either has performed or shall, under this Agreement, perform the following duties in furtherance of carrying out the Redevelopment Plan and in assisting Redeveloper in carrying out the Project:

- A. Diligently and in good faith take such actions as may be necessary to satisfy the City Assemblage Contingency;
- B. Provide access to the Property during the Due Diligence Period to conduct Investigations, as also addressed in Section 6.3 and subject to the "*Site Access Terms and Conditions*" annexed hereto as **EXHIBIT D**;
- C. Following satisfaction of the Contingencies transfer the Property to Redeveloper or an Owner Entity for the Project on the terms and conditions in this Agreement.
- D. To the extent permitted by and consistent with Applicable Laws, cooperate with the Redeveloper in connection with Redeveloper's submission of Governmental Applications;
- E. To the extent permitted by and consistent with Applicable Law, reasonably assist Redeveloper and cooperate with the Redeveloper's attempts to satisfy the Approvals Contingency, including requests to expedite governmental review and approvals processes and the issuance of permits and approvals by City and the Planning Board;
- F. Assist and participate with the Redeveloper in a coordinated defense to any challenge to the Project, the Government Approvals, or this Agreement; and
- G. Consider in good faith Redeveloper's requests for Financial Assistance for the Project, as and to the extent set forth herein.

ARTICLE III
CONTINGENCIES

3.1 City Assemblage Contingency.

A. **Clear Title** The City has acquired the Property and shall ensure that the Title is free and clear subject to Permitted Exceptions per Section 6.5 (ii) . If for any reason the City fails to clear title of the Property within thirty (30) days of the satisfaction

of the Approvals Contingency, then Redeveloper, on thirty (30) days Notice to the City, may elect to terminate this Agreement. Upon such termination by Redeveloper, Redeveloper's designation as redeveloper of the Property hereunder shall expire, this Agreement shall be null and void, and the Parties shall have no further obligation to each other, except for such obligations as are expressly stated herein to survive termination of this Agreement.

3.2 Approvals Contingency.

A. Within not more than ninety (90) days following the expiration of the Due Diligence Period without termination of this Agreement, which shall be an Outside Date, Redeveloper shall submit a complete application for, at least, preliminary and, if the Redeveloper chooses, also final site plan and subdivision approval for the Project to the City Planning Board.

B. Redeveloper shall use commercially reasonable efforts to obtain final and unappealable site plan and subdivision approval (*i.e.*, the 45 day appeal period commencing upon publication of the memorializing resolution shall have run, with no appeal being filed) before one hundred thirty-five (135) days from the date of submission of the application, and thereafter use commercially reasonable efforts to obtain as expeditiously as possible such other Governmental Approvals as may be necessary to Commence Construction of the Project.

C. To the extent permitted by and consistent with Applicable Law, the City will cooperate with Redeveloper's attempts to obtain Governmental Approvals and to satisfy the Approvals Contingency, including making requests to expedite governmental review and approvals processes and the issuance of permits and approvals by City and the Planning Board. If any of the Governmental Approvals required to Commence Construction of the Project is challenged on appeal, the Approvals Contingency will not be deemed satisfied as to the Project unless and until such Governmental Approvals are finally adjudged to be valid or the appeal thereof is settled or dropped, in each case with no further opportunity for appeal and resulting in the Governmental Approvals being valid and enforceable. Further, the City Manager, upon receiving advice and consent of the City Council, is authorized to consent to such applications by the Redeveloper as contemplated by this Section as the Property involved is owned by the City.

3.3 Financing Contingency. Redeveloper shall satisfy the Financing Contingency on or before the date that is one (1) year from the Effective Date, which shall be an Outside Date. The Parties agree that the following matters are relevant to the satisfaction of the Financing Contingency:

A. The award of tax credits or taxes and bond financing allocations in the amounts required.

B. The investment of equity at projected rates and on terms and conditions acceptable to the Redeveloper.

C. The making of private loans under projected terms and conditions acceptable to the Redeveloper.

D. The provision of Financial Assistance, including grants, loans and land transfers from other governmental bodies on terms and conditions acceptable to the Redeveloper.

3.4 PILOT Contingency. Redeveloper or the final home owner intends to apply to the City for a tax exemption and approval of a financial agreement providing for, among other things, a payment in lieu of taxes ("**PILOT**") for the owner-occupied and/or affordable housing rental units. The City agrees to consider or support Redeveloper's long term tax exemption application in good faith, *provided* that the Redeveloper provides a greater percentage of affordable housing units than the minimum 20% required under the Amended Springwood Avenue Redevelopment Plan, but Redeveloper acknowledges that the City retains full discretion whether to approve the application, grant a **PILOT** or enter into a financial agreement. In the event that the City does not approve the Redeveloper's application within ninety (90) days of submission of the **LTTE** application to the City, then Redeveloper may elect to terminate this Agreement by providing Notice to that effect to the City.

3.5 Contingency Satisfaction Deadline. The Parties agree to use good faith and diligent efforts to satisfy all Contingencies as expeditiously as possible. If, notwithstanding the good faith and diligent efforts of the Parties, all Contingencies for the entire Project have not been satisfied by the date that is two (2) years from the Effective Date which shall be an Outside Date, then either Party, on not less than thirty (30) days Notice to the other, can terminate this Agreement. Upon such termination, this Agreement shall be null and void and the Parties shall have no further obligation to each other, except for such obligations as are expressly stated herein to survive termination of this Agreement. The Parties recognize and acknowledge that satisfaction of the Contingencies may require actions by third parties over which the Redeveloper and the City have limited or no control, or upon factual circumstances which cannot be determined as of the date of this Agreement. So long as the Parties have used good faith and diligent efforts to satisfy the Contingencies, failure to do so shall not constitute a Default in the performance their respective obligations under this Agreement.

3.6 No Guaranty of Accomplishment of Satisfaction of all Contingencies. Notwithstanding any other provision of this Agreement to the contrary, so long as each Party shall make good faith and diligent efforts, a Party may, in its sole discretion, but shall not be obligated to, and shall not be liable in any manner for the failure to,

A. Provide any funding for the construction of improvements or to provide any funding for predevelopment costs of such.

B. Accept any development risk or give any guaranty not normally and customarily accepted or given by a prudent authority or developer of affordable housing.

C. Close any portion of the Project for which funding equal to budgeted uses has not been firmly committed, or which is economically infeasible as to either development or operating costs.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties by Redeveloper. Redeveloper hereby makes the following representations and warranties:

A. Redeveloper has the legal capacity to enter into this Agreement and to perform each of the undertakings set forth herein with respect to implementing the Project pursuant to the Redevelopment Plan and this Agreement.

B. Redeveloper is duly organized and a validly existing legal entity under the laws of the State, and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Agreement and to authorize and direct the persons executing this Agreement to do so for and on Redeveloper's behalf.

C. To the best of its knowledge neither Redeveloper nor its principals nor any entity owned or controlled by Redeveloper's principals is now in default under the terms of any construction or redevelopment agreement or project, and has not previously had a construction agreement or redevelopment agreement or project terminated as a result of an uncured default.

D. No receiver, liquidator, custodian or trustee of Redeveloper has been appointed as of the Effective Date, and no petition to reorganize Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to Redeveloper has been filed as of the Effective Date.

E. No adjudication of bankruptcy of Redeveloper or a filing for voluntary bankruptcy by Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to Redeveloper has been filed.

F. To the best of Redeveloper's knowledge no indictment has been returned against any employee or member or partner of Redeveloper, and Redeveloper is not aware of any federal or State governmental investigations of Redeveloper or of any employee or member or partner of Redeveloper.

G. There is no action, proceeding or investigation now pending, nor any basis therefore, known or believed by Redeveloper to exist, (i) which questions the authority of Redeveloper to enter into this Agreement or relating to any action taken or to be taken by Redeveloper pursuant to this Agreement; or (ii) is likely to result in a material adverse change in Redeveloper's property, assets, liabilities or condition that will materially and substantially impair its ability to perform its obligations under, or would otherwise

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H. Redeveloper's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any operating, partnership and/or stockholder agreement of Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which Redeveloper is a party.

J. Redeveloper is capable of obtaining financing for developing the Project and technically capable of developing the Project.

L. The individual signing this Agreement on behalf of Redeveloper is fully authorized to sign on behalf of Redeveloper and to bind Redeveloper with respect thereto.

4.2 Representations and Warranties by the City. The City hereby makes the following representations and warranties:

B. This Agreement has been duly executed and delivered by the City, and is

valid and legally binding upon the City and enforceable in accordance with its terms on the basis of Applicable Laws currently in effect, and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a party or Applicable Laws to which it or its properties are subject.

C. To the best of the City's knowledge, no proceedings have been filed under the provisions of the United States Bankruptcy Code or other similar statute applicable to the City, and no indictment has been returned against any official of the City with respect to any transaction contemplated by the terms of this Agreement.

D. To the best of the City's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefor, known or believed by the City to exist, (i) which questions the authority of the City to enter into this Agreement or relating to any action taken or to be taken by the City pursuant to this Agreement, including but not limited to the transferring the Property, subject to the City Assemblage Contingency; or (ii) that will materially and substantially impair the ability of the City to perform its obligations under, or would otherwise materially affect any of the City's representations or warranties made in this Agreement.

E. The City, subject to the City Assemblage Contingency and Permitted Exceptions as provided in Section 6.5, has good and marketable, fee simple title to the Property as insured by the Redeveloper's title company and upon the issuance of a title insurance policy to that effect with a waiver of subrogation and non-recourse against the City, and no other party has any right or option to or in connection with the Property.

F. To the best of the City's knowledge, there is no litigation or action, pending or, to the best of City's knowledge, threatened, affecting, the Property.

G. City has received no notice and has no knowledge, nor has City been otherwise advised, of any pending or threatened Taking (as herein defined) relating to all or any part of the Property.

H. City has received no notice and has no knowledge of the intention of any party holding an easement affecting the Property or any part thereof to expand the exercise of any such easement beyond the scope of the present exercise thereof (as by replacing or expanding existing facilities, conduits (including underground or overhead wires, cables or pipes) or systems for sewers, water, electric, gas cable and other utilities.

I. To the best of the City's knowledge, the execution of the Deed and delivery by City of the Property, and the performance of all of the terms, provisions and condition contained herein will not, or with the giving of notice, the passage of time, or both would not, violate or cause a breach or default under any other agreement relating to the Property or to which City is a party or by which it is bound.

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J. To the best of the City's knowledge, there is no tenant, lessee or other occupant of the Property having any right or claim to possession or use of the Property, and possession of the Property shall be delivered free of the rights or claims of any tenants, occupants or other parties in possession of, or claiming any right to possession or use of, the Property.

K. There are no unpaid special assessments of which City has received notice for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures, matured or unmatured, affecting the Property.

L. City is not obligated under any contract, lease or agreement, oral or written, with respect to the ownership, use, operation or maintenance of the Property.

ARTICLE V
COVENANTS AND RESTRICTIONS

5.1 Redeveloper/Owner Entity Covenants.

A. The covenants set forth below, and hereby imposed upon Redeveloper and/or Owner Entity as to the Project and the Property comprising the Project, are to be incorporated into a Declaration of Covenants and Restrictions and shall run with the land comprising the Property and remain binding upon the Redeveloper and/or Owner Entity, its successors and assigns, until a Final Certificate of Completion issues for the Project, except as otherwise specifically provided with respect to covenants that survive the issuance of a Final Certificate of Completion. The Declaration of Covenants and Restrictions shall be substantially in the form annexed hereto as **EXHIBIT B**, and shall be recorded in the Office of the Monmouth County Clerk at the Closing.

B. Redeveloper and/or Owner Entity covenants that it will:

(1) In connection with its use or occupancy of the Property, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property, the Project or any other building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or familial status, and Redeveloper and/or Owner Entity, including its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex or familial status.

(2) Comply with the applicable provisions and public purposes of the LRHL and all obligations under this Agreement and shall at all times develop, design, finance, construct and operate the Project or cause the Project to be developed, designed, financed, constructed and operated pursuant to the conditions and requirements of Applicable Laws, Governmental Approvals, this Agreement and the Redevelopment Plan, and shall construct no other use except that established in the Redevelopment Plan; *provided however*, that Redeveloper and/or Owner Entity shall not be deemed to be in

breach of this Agreement if Redeveloper and/or Owner Entity diligently contests, in good faith and by appropriate proceedings, such compliance with any of the aforesaid Applicable Laws.

(3) In order to effectuate the purposes of this Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper for the construction and development of the Project in accordance with this Agreement, the Redevelopment Plan, Governmental Approvals and Applicable Laws; *provided, however*, that Redeveloper and/or Owner Entity shall not be deemed to be in breach of this covenant if Redeveloper and/or Owner Entity diligently contests, in good faith and by appropriate proceedings, such compliance with any of the aforesaid.

(4) Use diligent efforts to obtain all Governmental Approvals requisite to the construction and development of the Project, including evidence satisfactory to the Authority that its use of the Project is in compliance with all Applicable Laws.

(5) Upon Completion of Construction of the Project, use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated herein.

(6) Diligently undertake the construction and development of the Project and Complete Construction of the Project pursuant to the Project Schedule.

(7) Use diligent efforts to satisfy the Contingencies and not suspend or discontinue the pursuit thereof or performance of its obligations under this Agreement (other than as expressly provided for herein) or abandon the Project for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Improvements.

(8) Not encumber, hypothecate or otherwise use the Property or the Project, or any part thereof, as collateral for an unrelated transaction.

(9) Except as otherwise expressly consented to by the City under the terms of this Agreement, prior to the issuance of a Final or Partial Certificate of Completion relating thereto Redeveloper and/or Owner Entity shall not Transfer all or any portion of the Property or the Project or this Agreement.

(10) During construction of the Project, keep debris and/or waste materials containerized and/or stored and disposed of within normal industry standards.

(11) Cause the Project to be developed, designed, financed and constructed at its sole cost and expense (except as otherwise set forth in this Agreement) including the obligation to meet all deadlines and timeframes set forth in this Redevelopment Agreement and the Project Schedule.

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(12) Immediately notify the City of any material adverse change in its financial condition from the information provided to the City by Redeveloper and/or Owner Entity indicating Redeveloper and/or Owner Entity's financial capability to design, develop, finance, construct and operate the Project in furtherance of the City's consideration in executing this Agreement with Redeveloper and/or Owner Entity.

(13) Make all payments, including Escrow Account deposits, in satisfaction of Redeveloper and/or Owner Entity's financial obligations as set forth in this Agreement.

(14) Keep and maintain in good condition any Improvements required prior to the Certificate of Occupancy, including but not limited to any landscaping required to be planted.

5.2. Effect and Duration of Redeveloper and/or Owner Entity Covenants.

It is intended and agreed that the agreements and covenants set forth in Section 5.1 of the Agreement shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, including its successors and assigns, against Redeveloper and/or Owner Entity, including its successors and assigns. Notwithstanding the foregoing, the agreements and covenants set forth in Section 5.1 shall cease and terminate upon the issuance of a Final Certificate of Completion for the Project, *provided, however*, that the covenants in Section 5.1(B)(1) shall remain in effect without limitation as to time.

ARTICLE VI
PURCHASE AND SALE OF PROPERTY

6.1 Agreement to Sell and Purchase the Property. Subject to the terms, conditions and contingencies herein, the City agrees to sell the Property as more specifically described in **EXHIBIT A** to Redeveloper, and Redeveloper agrees to purchase the Property from the City, in consideration of Redeveloper's undertaking to construct the Project in accordance with the provisions of this Agreement and on the additional terms and conditions below.

6.2 Purchase Price. The agreed upon purchase price for the Project Property is \$10,000.00 per lot reflected on a final subdivision and as approved by the Planning Board of the City of Asbury Park and not based upon what may be constructed (the "**Purchase Price**"), via wire transfer subject to reductions for the Remediation Credit, if any and Closing Prorations as provided herein.

6.3 Time and Place of Closing of Title; Extension of Closing Date. The Closing shall occur at the offices of McManimon, Scotland & Baumann, L.L.C., or at such other location as the Parties may agree, after satisfaction of the Conditions to Closing.

Redeveloper and the City may elect to extend the Closing Date on terms mutually agreeable to both Parties.

6.4 Conditions to Closing. The following are conditions precedent to the Redeveloper's obligation to purchase and the City's obligation to sell the Property to Redeveloper:

- A. Satisfaction of the Contingencies; and
- B. Adoption of an Ordinance by the City Council authorizing the Sale of the Property which shall occur after Satisfaction of the Contingencies and prior to Closing; and
- C. No uncured Default or Breach under this Agreement.

6.5 Transfer of Ownership: Title. (i) At Closing, the City shall give the Redeveloper a properly executed Bargain and Sale Deed with Covenants Against Grantor's Acts (the "Deed") and an adequate affidavit of title, a properly executed Affidavit of Consideration or Exemption and such other documentation as may reasonably be requested by Redeveloper's title insurance company. The Deed will contain a limited right of reverter to the City as provided for in Section 9.5, which the City may but is not obligated to exercise in the event this Agreement is terminated by reason of a Breach attributable to Redeveloper's acts or omissions after conveyance of the Property to Redeveloper.

(ii) The City shall transfer and convey to the Redeveloper clear and marketable title to the Project Property, defined for purposes of this Agreement as insurable by a title insurance company licensed to do business in the State of New Jersey at regular rates free of all claims and rights of others, except for: (a) normal utility easements servicing the Project Property which do not interfere with Redeveloper's intended use thereof, development, construction or operation of the Project; (b) ALTA 1992 preprinted exceptions; and (c) any Permitted Exceptions (as hereinafter defined). During the Due Diligence Period, Redeveloper shall order a title report and title insurance commitment (the "**Title Commitment**"). Redeveloper shall provide the City with a copy of the Title Commitment and shall notify the City in writing of any objection to title within thirty (30) days following Redeveloper's receipt of the Title Commitment. Failure to notify the City of an objection to title within such thirty (30) day period shall be deemed a waiver by Redeveloper of all objections to any lien, encumbrances or other exception revealed by the Title Commitment (as waived, or as otherwise deemed acceptable by Redeveloper, "**Permitted Exceptions**"). In the event Redeveloper does raise title objections, the City shall have thirty (30) days from the date of receipt of Redeveloper's written objections in which to decide whether to remedy the title defect(s) identified in such objection; *provided, however*, that if the defect is one that can be remedied by the City's exercise of its power of eminent domain and Redeveloper by Acquisition Notice to the City so requests, the City agrees to utilize its power of eminent domain to clear the defect. If the City does undertake to remedy the title defect(s) the City shall be entitled to postpone the Closing Date for a reasonable period of time in order to effectuate such remedy, or in the case of liens or other unpermitted exceptions outstanding against the Project Property as

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C. Redeveloper shall retain and use only a consultant who is not an LSRP to conduct the Investigations, however Redeveloper shall use an LSRP to conduct any Environmental Remediation. The Investigations shall be conducted simultaneously as to all of the Property, unless the Parties agree otherwise. Redeveloper shall consult with the City and obtain the City's consent (not to be unreasonably withheld, conditioned or delayed) as to the proposed scope and cost of the Investigations prior to the conduct thereof. Redeveloper shall provide the City with copies of all reports and the results of its Investigations, at no cost or expense to the City. The City shall be entitled to utilize and rely on the results of the Investigations, and all reports of the results of the Investigations shall expressly so state.

6.7 Building and Zoning Laws. The Project Property is being sold subject to the Redevelopment Plan and all other Applicable Laws.

6.8 Risk of Loss. Except as otherwise provided above with respect to Redeveloper's activities and investigations, if any, the City is responsible for any damage or loss to the Property, except for normal wear and tear, until Closing.

6.9 Brokerage Fees. The Redeveloper and the City each represent that concerning the purchase of the Property they have not dealt with or transacted any business with any broker, and each agrees to indemnify, defend and hold the other harmless from any claim of any broker made as a result of such Party's actions inconsistent with the representations made herein.

6.8 Non-Foreign Affidavit. The City shall provide to the Redeveloper at Closing a non-foreign status affidavit as required by Section 1445 of the Internal Revenue Code, in the form attached hereto as **EXHIBIT E**.

6.9 Closing Prorations. The following adjustments are to be made at the Closing as of 12:00 midnight of the day preceding the Closing Date: (i) water charges; (ii) sewer charges; (iii) gas; (iv) electric; and (v) any other items which shall be appropriate for adjustment under local closing standards and practices.

ARTICLE VII REDEVELOPMENT PROJECT

7.1 Project, Project Implementation and Project Schedule.

A. Project. The Project may be constructed in phases and will consist of approximately twenty (20) high quality 1 and 2 bedroom residential units in a five (5) building configuration, with four (4) units per building and in accordance with the Plan and applicable Governmental Approvals. A minimum of 20% of the units to be constructed will be offered as deed-restricted affordable units which percentage may increase pending the award of additional affordable housing construction subsidies to the Redeveloper. There will be ten (10) one (1) bedroom units of approximately 700-750 square feet, and ten (10) two (2) or three (3) bedroom units of approximately 1,400-

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1,600 square feet. The Redeveloper may create a condominium regime for the Property and Project. Should a condominium regime be pursued, the Master Deed and any by-laws shall specifically reference this Agreement and the applicable HOME affordable housing restrictions and further should the rental of individual units be permitted that the rental amounts shall also qualify under the applicable HOME affordability restrictions. Prior to submitting to the State and/or recording any Master Deed or by-laws, the same shall be submitted to the City for approval, and subject to reasonable conditions as may be imposed by the City to ensure the provisions of this Section and this Agreement have been included. Additionally, at the closing from the Redeveloper to the final owner on every individual unit, the affordability restrictions required by the HOME program shall be recorded and proof of the same provided to the City, further, this condition shall specifically survive Closing from the City to the Redeveloper.

B. Project Schedule.

(1) The Project Schedule annexed hereto as **EXHIBIT C** is intended to provide a commercially reasonable and general framework for the orderly implementation and Completion of the Project on a phased basis with commencement of each phase determined by market absorption of the prior Phase, and has been deemed reasonable by the Redeveloper and the City. Except as to the Outside Dates, and except as may be required by the Act, MLUL or other Applicable Laws, the time periods contained in the Project Schedule are intended to be “target” dates, as to which time is not of the essence. The City and Redeveloper also recognize and acknowledge that, except as may be required by Applicable Laws or the terms and conditions of this Agreement, the sequence of actions to be taken may vary or be adjusted, so long as such variances and adjustments do not result in an extension of the agreed upon Outside Dates.

(2) The City Manager is hereby authorized and empowered (a) to request modifications to the Project Schedule on behalf of the City, and (b) to consent to modifications to the Project Schedule requested by the Redeveloper, without the need for an amendment to this Agreement or further City official action, so long as such modifications do not extend the Outside Dates. Modifications to the Outside Dates shall require an amendment to this Agreement and approval by the Council.

C. Construction Period Conditions. As pertains to construction period conditions, in the event of a conflict between this Section and a public safety ordinance of the City, the public safety ordinance shall control.

(1) **Hours, etc.** Construction practices and hours shall be in accordance with City ordinances and all other Applicable Laws.

(2) **Site Maintenance.** During construction of the Project, or any portion thereof by Redeveloper and/or Owner Entity then owned by Redeveloper and/or Owner Entity, such portion of the Project (and adjacent public rights of way, if affected by construction activities related to such portion of the Project) will be cleaned or caused to be cleaned on a regular basis by Redeveloper and/or Owner Entity. Redeveloper

and/or Owner Entity agrees to clean up within twenty-four (24) hours of a specific request by the City that Redeveloper and/or Owner Entity do so, or by the close of the following business day, whichever is later. Should Redeveloper and/or Owner Entity fail to comply with this obligation, the City may undertake cleaning within the public right of way and charge Redeveloper and/or Owner Entity for any costs incurred by the City for the same. The Redeveloper and/or Owner Entity shall repair, at Redeveloper and/or Owner Entity's cost, any damage occurring within the public right of way arising out of or in connection with the construction of the Project, or any portion thereof, by Redeveloper and/or Owner Entity, except to the extent caused by the City or any of the City's employees, contractors or agents.

(3) **Pedestrian Access and Safety.** Redeveloper and/or Owner Entity will provide for safe pedestrian passage adjacent to the Property during construction of the Project by Redeveloper and/or Owner Entity. Redeveloper and/or Owner Entity shall supply to the Building Department plans and specifications providing for pedestrian safety for such portion of the Property. The Redeveloper and/or Owner Entity shall keep the sidewalks clean and free of debris, ice and snow during the construction of the Project by Redeveloper and/or Owner Entity.

(4) **Construction Parking.** The Redeveloper and/or Owner Entity shall make arrangements with the Construction Code Official and the Police Department for parking of construction vehicles and construction worker's vehicles, if such vehicles cannot be parked on the Property or adjacent parcels. The City shall use reasonable efforts to cause the Construction Code Official and Police Department to cooperate with Redeveloper and/or Owner Entity, as set forth in the immediate sentence. The City agrees, at no cost to Redeveloper and/or Owner Entity, to place from time to time temporary "Emergency, No Parking" signs on the adjacent streets as reasonably requested by Redeveloper and/or Owner Entity to accommodate Redeveloper and/or Owner Entity's construction activities.

(v) **Preconstruction Meeting.** There shall be a preconstruction coordination meeting held at least seven (7) days prior to the Commencement of Construction, which meeting shall include the Planning Director, Construction Code Official, the City Engineer, a representative from the Police Department, a representative from the Fire Department and representatives from the various utility companies, to the extent applicable.

7.2 Project Costs and Financing; Performance and Maintenance Guaranties.

A. Except as otherwise provided herein with respect to possible Financial Assistance, Redeveloper agrees that all costs and financing for the Project are the sole responsibility of the Redeveloper and/or Owner Entity, and not the City.

B. Redeveloper and/or Owner Entity or its general contractor shall post performance and maintenance guaranties and review escrows in accordance with the provisions of *N.J.S.A. 40:55D-53 et seq.* of the MLUL for the installation and

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maintenance of the Improvements (and, as appropriate, Public Improvements) (collectively, the "Bond"), issued by an insurance or surety company authorized to conduct business in the State of New Jersey, in the following manner:

(1) Prior to the Commencement of Construction, a Performance Bond or irrevocable letter of credit, as may be required pursuant to the approved site plan and Planning Board resolution, in an amount to be determined by the City.

(2) A maintenance guaranty in respect of the Improvements (and, as appropriate, Public Improvements), in the form of a surety bond, with adequate surety in the amount determined by the City, for a period not to exceed two (2) years from the date of issuance of the Certificate of Occupancy or completion of the improvements, whichever is later.

(3) The Bond must name the City as an obligee, and Redeveloper and/or Owner Entity shall deliver a copy of the Bond to the City prior to Commencement of Construction. In the event any insurance company, financial institution or other entity issuing a performance guaranty herein, shall be insolvent or shall declare bankruptcy or otherwise be subject to reorganization, rehabilitation, or other action, whereby state or federal agencies have taken over the management of the entity, within thirty (30) days of Notice from the City Redeveloper and/or Owner Entity shall replace the Bond.

(4) In the event any Bond should lapse, be canceled or withdrawn, or otherwise not remain in full force and effect as a result of any act or omission by Redeveloper and/or Owner Entity, then until an approved replacement of the lapsed Bond has been deposited with the City, the City may require Redeveloper and/or Owner Entity to cease and desist any and all work on the Project, unless the Improvements required to be bonded have been completed and approved by the City and the City. In the event any Bond should lapse, be canceled or withdrawn, or otherwise not remain in full force and effect through no act or omission of Redeveloper and/or Owner Entity, then unless Redeveloper and/or Owner Entity fails to replace the Bond within ten business (10) days of Notice given to Redeveloper and/or Owner Entity by the City, the City may require Redeveloper and/or Owner Entity to cease and desist work on the Project unless the Improvements required to be bonded have been completed and approved by the City.

7.3 Insurance - General Requirements.

During the Term, Redeveloper and/or Owner Entity shall maintain, or cause to be maintained, insurance for the mutual benefit of the City and Redeveloper as their interests may appear with respect to:

A. Loss or damage by fire, and such other risks as may be included in the standard form of extended coverage insurance from time to time available, in amounts sufficient to prevent the City or Redeveloper from becoming a co-insurer within the terms of the applicable policies, and in any event, in amounts not less than 100% of the then full insurable value (as hereinafter defined) of the Project;

B. All claims for bodily injury and property damage, under a policy of comprehensive general public liability insurance, with such limits as may reasonably be required by the City from time to time, but not less than \$3 million per occurrence in respect of injury or death and \$1 million per occurrence for property damage, plus excess (“umbrella”) liability policies with coverage of not less than \$10 million, unless parties negotiate and agree upon another amount indicated by a separate signed agreement.

C. Workers compensation insurance in an amount required under New Jersey law for employees of Redeveloper and its contractors.

D. Builder’s Risk insurance, as applicable.

E. Such other hazards and in such amounts as the City may reasonably require provided that such insurance is then customarily maintained in connection with projects of similar scope and is commercially available.

7.4 Insurance - Restrictions. All insurance provided for under this Agreement will be reasonably effected under valid enforceable policies issued by insurers rated “A-” or better by A.M. Best and reasonably acceptable to the City. At least thirty (30) days prior to the expiration date of any policy, the original renewal policy (or certificates thereof) for such insurance shall be delivered by Redeveloper to the City as aforesaid, together with satisfactory evidence of payment of the premium thereon. All policies required hereunder will, to the extent then generally obtainable, contain agreements by the insurers that (1) any loss will be payable to the City, notwithstanding any act or negligence of Redeveloper which might otherwise result in forfeiture of said insurance, (2) such policies may not be cancelled except upon thirty (30) days prior written notice to each named insured and loss payee, and (3) the coverage afforded thereby must not be affected by the performance of any work in or about the Property or the Project.

7.5 The City as Additional Insured. All policies of insurance required herein shall name Redeveloper and/or Owner Entity as the insured, and the City shall be listed as both an additional named insured and as a certificate holder.

7.6 Additional Insurance. Nothing in this Article shall prevent Redeveloper from taking out insurance of the kind and in the amounts and with companies provided for under Section 7.3 under a blanket insurance policy or policies which can cover other properties as well as the Property; *provided, however*, that any such policy of insurance must (1) specify therein, or Redeveloper shall furnish the City with a written statement from the insurers under such policies specifying, the amount of the total insurance allocated to the Project and the Property, which amount will not be less than the amount required to be carried hereunder; and (2) may not contain any clause which would result in the insured thereunder being required to carry insurance with respect to the property covered thereby in an amount equal to a minimum specified percentage of the full insurable value of such property in order to prevent the insured therein named from becoming a co-insurer of any loss with insurer under such policy.

7.7 Deductibles. All insurance provided under this Article VII may contain loss deductible clauses in such maximum amounts as the City approves in its reasonable discretion.

7.8 Waiver of Subrogation. All insurance policies obtained pursuant to this Article must include waivers of subrogation against the City.

7.9 Indemnity. Redeveloper shall indemnify, defend, and shall pay, protect and hold the City harmless from and against all City Costs and all other liabilities, losses, claims, demands, costs, expenses (including reasonable attorneys' fees and expenses) and judgments of any nature arising, or alleged to arise, from or in connection with this Agreement, including but not limited to in connection with the Remediation of the Property, if any; *provided, however*, that such liability, loss, claim, demand, cost or expense is not the result of negligence or willful misconduct of the City or its officers, employees, agents or representatives. Redeveloper's obligations to indemnify the City pursuant to this Section and this Agreement shall survive conveyance of title of the Property to Redeveloper and the expiration or earlier termination of this Agreement.

**ARTICLE VIII
UTILITIES AND INFRASTRUCTURE IMPROVEMENTS**

8.1 Repairs and Replacements. Redeveloper shall provide to the City for its review engineering drawings for each Public Improvement included within the Project. Redeveloper and/or Owner Entity shall construct and install the Improvements, and construct and install, or repair or replace, as the case may be (and/or contribute its fair share towards the cost of construction, installation, repair or replacement of) those Public Improvements required to be installed or upgraded to accommodate the Project.

8.2 Endorsement of Applications. The City by its City Manager, or acting City Manager, shall endorse any and all applications, permits, or similar documentation as may be required by the City Planning Board, City construction department, County, the State, or any agency, entity, governing body having jurisdiction over infrastructure Improvements, if any, within fifteen (15) days of Redeveloper's submission of aforesaid documentation to the City for endorsement, *provided* such endorsement is consistent with Applicable Laws, and that the documentation submitted is in all respects complete, accurate and appropriate in form and substance and acceptable to the City, and is consistent with this Agreement, the Redevelopment Plan, and the applicable Governmental Approvals.

8.3 Permits and Sewer Connection Fees.
A. Redeveloper and/or Owner Entity shall obtain all required permits from the City before Commencement of Construction of the Public Improvements.

B. Redeveloper and/or Owner Entity shall be responsible for all sewer connection fees, including those imposed due to the increase in the number of residential

units previously on the property versus the 20units proposed. Pursuant to N.J.S.A. 40:14B-22.3, affordable units shall have a 50% reduction in the municipal connection fee for new residential units. Redeveloper agrees to pay the sewer connection fee before construction permits are issued.

8.4 Traffic & Safety. Redeveloper and/or Owner Entity shall implement traffic and safety controls and measures during construction of the Public Improvements, if any, in coordination with the City police department and engineer.

8.5 Notice. Redeveloper and/or Owner Entity shall provide proper notice to all property owners that may, in any way, be affected during construction of the Public Improvements, if any, whether directly, such as by the temporary loss of utilities, or indirectly, such as inconvenience to access the property owner's property during construction periods.

8.6 Coordination of Activities. Redeveloper and/or Owner Entity shall coordinate the involvement of and collaborate with any other governmental bodies, authorities, utility companies, federal, State, County or City agencies, or the like which may have jurisdiction over the Project, including the Public Improvements.

8.7 Grants and Loans for Public Improvements. The Parties agree to cooperate in preparing grant and loan applications for funding for Public Improvements. The applications shall be satisfactory to each Party and submitted by the Authority or Redeveloper, as applicable, to the appropriate federal, State or local government or agency to attempt to obtain such grant or loan assistance. Agencies shall include but not be limited to the NJDOT, NJRA, NJDEP, United States Environmental Protection Agency, United States Economic Development Administration and the Department of Housing and Urban Development.

ARTICLE IX **DEFAULT, BREACH AND TERMINATION**

9.1 Default/Breach. Any one or more of the following Defaults if not cured as provided herein, shall constitute a "Breach" hereunder, subject to Force Majeure and tolling as provided elsewhere in this Agreement:

A. Except as otherwise specifically provided elsewhere in this Agreement, any Default consisting of a failure by or of a Party to observe or perform any covenant, condition, representation, warranty or agreement hereof, and continuance of such failure for a period of thirty (30) days, after receipt by the defaulting Party of written Notice from the non-defaulting Party specifying the Default and requesting that such Default be cured; *provided, however*, if the Default is one which cannot be completely cured within thirty (30) days after such written notice has been given, it shall not be a Breach of this Agreement as long as the defaulting Party has undertaken in good faith and is proceeding diligently to remedy the Default as soon as practicable, but in no event later than one hundred twenty (120) days after such Notice.

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B. (i) Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) and thereafter a custodian shall have been legally appointed with or without consent of Redeveloper; (iii) Redeveloper has made a general assignment for the benefit of creditors, or has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; (v) Redeveloper shall take any voluntary action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against Redeveloper, and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of Redeveloper, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of Redeveloper, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of Redeveloper, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; (viii) Redeveloper shall have suspended the transaction of its usual business.

C. Redeveloper, its successor or assigns shall fail to pay any real estate taxes when due; Redeveloper shall fail to pay any payments required to be paid by them under this Agreement or Redeveloper shall cause to be placed on the Property any encumbrance or lien unauthorized by this Redevelopment Agreement, or shall suffer any levy or attachment to be made thereon, or any construction lien thereon, or any other unauthorized encumbrance or lien thereon, and such real estate taxes or assessments, or other payment, as applicable, shall not have been paid, or the encumbrance or lien removed or discharged or provision made in a manner satisfactory to the non-defaulting Party for such payment, removal, or discharge, within sixty (60) days after written demand by the non-defaulting Party to do so.

D. An unpermitted Transfer, as further detailed in Article XII.

E. Abandonment of the Project by Redeveloper.

F. Force Majeure. For the purposes of any of the provisions of this Agreement, neither the City nor Redeveloper, as the case may be, nor any successor in interest, shall be considered in Breach of, and no Default shall have occurred with respect to its obligations hereunder, because of any delay in the performance of such obligations resulting from Force Majeure.

9.2 Remedies Upon Breach.

A. General. Whenever a Redeveloper Breach shall have occurred, the City may terminate this Agreement and revoke Redeveloper's designation as redeveloper for the Project, or take whatever other action at law or in equity may appear necessary or

desirable or in the best interests of the City to enforce the performance or observance of any rights, or remedies of the City, or any obligations, agreements, or covenants of Redeveloper under this Agreement, including but not limited to the recovery of reasonable attorney's fees arising out of or in connection with the Redeveloper Breach. Whenever a Breach with respect to the City has occurred, Redeveloper may exercise all rights and remedies available to it in law and in equity.

B. Use of Project Documents. Redeveloper hereby agrees that upon a Redeveloper Breach and termination of this Agreement, the City shall have an irrevocable license to utilize and rely upon the Investigation results and reports, the RAO, and all documents and work product filed or prepared by or for Redeveloper in connection with the Project, including but not limited to the Governmental Applications, the Government Approvals, and the Plans, in order to Complete the Project, without the payment of any license fee and without incurring any liability to Redeveloper for doing so. Redeveloper shall cause all contracts entered into by Redeveloper for the design and construction of the Project to include a provision recognizing and acknowledging the rights of the City or its assignee to utilize such documents and work product upon a Redeveloper Breach and Termination of this Agreement for the purpose of Completing the Project. The provisions of this Section 9.2(B) shall survive termination of this Agreement.

9.3 Failure or Delay by Either Party; No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any Default or Breach, shall not operate as a waiver of any such Default or Breach, or any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

9.4 Redeveloper Right to Transfer the Property. With respect to a Redeveloper Default, upon the occurrence of a Breach, the Redeveloper shall have six (6) months from the Breach to propose and have approved by the City a new redeveloper to acquire the Property from the Redeveloper and to assume the completion of the Project prior to the City exercising its rights to purchase the Property as further detailed in Section 9.5. The City shall in good faith review the credentials and qualifications of the proposed new redeveloper in the City's normal and customary manner. If the City determines that the proposed new redeveloper possesses the requisite qualifications, experience and capacity to undertake and complete the Project, it shall endeavor in good faith to negotiate a redevelopment agreement with the proposed new redeveloper. Upon the successful completion of such negotiations, the City will approve the sale of the Property and designate the proposed new redeveloper as the redeveloper for the Project.

9.5 Resale of Property. (i) Upon termination of this Agreement by the City through a Developer Breach on notice to the Redeveloper that its redevelopment rights pursuant to this Agreement have been terminated, the City shall have the right, but not the obligation, within one hundred eighty (180) days of the expiration of the period described in Section 9.4 above, to (subject to such permitted mortgage liens as may exist against the

Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

ARTICLE X

COMPLETION OF THE PROJECT

10.1 Completion of the Project. Redeveloper acknowledges that the timely Completion of Construction of the Project is of critical concern to the City and of the essence of this Agreement.

10.2 Certificate of Occupancy. A Certificate of Occupancy (or temporary Certificate of Occupancy) can be obtained for the Project or portions thereof regardless of whether the City shall have theretofore issued a Partial or Final Certificate of Completion, as described in Section 10.3, so long as the Construction Code Official determines that the Project satisfies the City's ordinance and all Uniform Construction Code requirements for the issuance thereof in its reasonable discretion.

10.3 Partial and Final Certificate of Completion. The City will issue a "Final Certificate of Completion" to the Redeveloper and the Owner Entity upon receipt of a Completion Notice from Redeveloper and/or the Owner Entity, *provided*: (a) all work related to the Project (including the Public Improvements, if any) has been completed, acquired and/or installed in accordance with this Agreement and in compliance with Applicable Laws, and a Final Certificate of Occupancy for the entire Project, as required, has been issued so that the Project, may, in all respects, be used, occupied and operated for its intended purposes, or (b) with respect to the Public Improvements, that the intended purpose of such work or action has been completed; and (c) all permits, licenses and approvals that are required to be in place in order that such Final Certificate of Completion can be issued are in place and full force and effect, with no violations. The City's issuance of the Final Certificate of Completion as to the Project shall be deemed a conclusive determination by the City that all the obligations of Redeveloper under this Agreement shall have been fully satisfied. The City shall issue a "**Partial Certificate of Completion**" at the time of the closing on the sale of individual units from the Redeveloper to the final owner of such unit following the same process for a Final Certificate of Completion as described above. However, the issuance of a Partial Certificate of Completion shall not relieve the Redeveloper of its responsibilities as set forth in this Agreement and to apply for and obtain a Final Certificate of Completion even if a Partial Certificate of Completion is issued for the last unit in the Project.

10.4 Effect of Certificates of Completion.

A. Upon the issuance of the Final Certificate of Completion by the City, the conditions that were determined to exist at the time the Property was declared an area in need of redevelopment shall be deemed no longer to exist, and the land and

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improvements thereon shall no longer be subject to eminent domain pursuant to the LRHL as a result of those determinations.

B. Notwithstanding anything to the contrary, the provisions of this Agreement shall be deemed fully performed as to the Project, and the Property that are the subject of the Final Certificate of Completion, and this Agreement and the Declaration of Covenants and Restrictions shall no longer encumber the Property except to the extent the provisions of such Declaration expressly survive the delivery of the Final Certificate of Completion.

C. Upon the issuance of a Partial Certificate of Completion, the forging shall also apply but only as to the portion of the Project covered by such Partial Certificate of Completion.

10.5 Estoppel Certificates (Prior to Certificate of Completion). The City, at any time and from time to time prior to its issuance of a Final Certificate of Completion for the Project, shall, within thirty (30) days following a written request by Redeveloper, execute and deliver to Redeveloper or to a third party designated by Redeveloper (e.g., a prospective lender or mortgagee, purchaser, investor, tenant, etc.) an instrument in which the City (i) certifies that this Agreement is unmodified and in full force and effect as to the Project and Property, excepting only amendments or modifications which shall be specified, (ii) states whether, to the knowledge of the City, Redeveloper is in Default and/or Breach under this Agreement (and, if so, specifying each such Default and/or Breach of which the City shall have knowledge), and (iii) confirms such other factual matters as Redeveloper may reasonably request pertinent to this Agreement, as the same relate to, or might affect, the Property or Project.

**ARTICLE XI
COMMUNITY INITIATIVES**

11.1 Equal Employment Opportunity. Redeveloper agrees that during construction of the Project:

A. Redeveloper and/or Owner Entity will not discriminate against any employee of Redeveloper or applicant for employment because of race, color, religion, sex, or national origin. Redeveloper will take affirmative action on a best efforts basis to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and any such notices provided by the City that are consistent therewith.

B. Redeveloper and/or Owner Entity will, in all solicitations or

advertisements for employees placed by or on behalf of Redeveloper and/or Owner Entity, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. Redeveloper and/or Owner Entity shall use best efforts to include qualified and certified Minority Business Enterprises and Women's Business Enterprises as subcontractors and suppliers to the Project wherever possible.

D. The obligations contained in this Article shall be binding on all contractors and subcontractors to the extent that any work on the Project is done by any contractor or subcontractor, and any contract entered into by Redeveloper and/or Owner Entity shall so provide.

11.2 Local Labor and Building Products. Prior to the Commencement of Construction, Redeveloper and/or Owner Entity shall notify the City of an anticipated start date. The Redeveloper and/or Owner Entity shall obtain from **New Jersey Selective Assistance Vendor Information (NJSAVI) and/or the local Workforce Investment Board**, a list of local labor ("**Local Labor**") and businesses providing local building products ("**Local Building Products**"). In constructing the Project, Redeveloper and/or Owner Entity agrees that it will use best efforts to ensure that a reasonable percentage of its labor force shall be Local Labor. In addition, Redeveloper and/or Owner Entity agree that it will use commercially reasonable efforts to ensure that a reasonable percentage of building materials and supplies for the Project shall be Local Building Products. Best efforts shall include, but not be limited to, the following:

A. Using twenty-five percent (25%) of Local Labor for the Project; provided such Local Labor is available and appropriate for the Project;

B. Using twenty-five percent (25%) of Local Building Products for the Project to the extent such products are reasonably available from vendors at commercially reasonable prices and appropriate to the Project;

C. The Redeveloper and/or Owner Entity shall support and contribute to the City's and Workforce Investment Board's efforts if any to host job fairs to publicize opportunities for Local Labor, local contractors, and local building product suppliers.

However, the forgoing requirements shall not apply if Redeveloper uses modular construction and the modular units are not constructed and/or manufactured by Redeveloper or the contractor installing them at the Property.

11.3 Affirmative Action. Redeveloper and/or Owner Entity, during the construction of the Project, covenants that it will comply with and shall provide in its contracts with its contractors and subcontractors, the following:

A. Redeveloper and/or Owner Entity shall use commercially reasonable efforts to undertake a program of local preference to facilitate entering into contracts with

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and/or purchasing good and services from local merchants and businesses located within the City, including preferences for local retail and restaurant businesses;

B. Where applicable, Redeveloper and/or Owner Entity shall at all times conform to the laws, regulations, policies of the State, the Federal government, and other governmental bodies with respect to affirmative action and equal employment opportunities requirements, and particularly those which are imposed as a condition to receipt of any government sponsored funding for the Project, notwithstanding any other provision of this Redevelopment Agreement to the contrary.

C. Redeveloper and/or Owner Entity shall use commercially reasonable efforts to undertake a program of preference to facilitate entering into contracts with and/or purchasing goods and services from Minority Business Enterprises and Women's Businesses Enterprises at a rate of twenty-five percent (25%).

However, the foregoing requirements shall not apply if Redeveloper uses modular construction and the modular units are not constructed and/or manufactured by Redeveloper or the contractor installing them at the Property.

11.4 Reporting and Enforcement.

A. Redeveloper and/or Owner Entity shall submit bi-annual reports regarding compliance with this Article as the City may reasonably require. Such reports regarding Local Labor shall include, but not be limited to: the number and types of jobs required for the Project, the number and types of jobs for which the Redeveloper and/or Owner Entity sought lists from NJSAPI and/or the Workforce Investment Board and copies of such lists; number of people hired and types of jobs from such lists, or reasons why some or all of the persons on such lists were not hired, other efforts by the Redeveloper and/or Owner Entity to hire Local Labor, and reasons why any such person hired was terminated from employment not related to the completion of the Project or task they were hired to perform. Such reports regarding Local Building Products shall include, but not be limited to: a description of the building products required for the Project, the types of building products for which the Redeveloper and/or Owner Entity sought lists from the NJSAPI and/or the Workforce Investment Board and copies of such lists; the number and names of local building products suppliers used from such lists, or reasons why some or all of the local building products suppliers on such lists were not used, other efforts by the Redeveloper and/or Owner Entity to use Local Building Products, and reasons why any such local building products suppliers used was terminated if not related to the completion of the Project or delivery of building products they were contracted to deliver.

B. Redeveloper and/or Owner Entity covenants to enforce its contracts with its contractors and subcontractors if such parties are not in compliance with this Article.

ARTICLE XII
PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

12.1 Prohibition Against Transfers of Interests in Redeveloper.

A. Redeveloper recognizes the importance of the Project to the general welfare of the community and that the identity of Redeveloper and its qualifications are critical to the City in entering into this Agreement, particularly in view of the public aids that may be made available for the purpose of making such redevelopment possible. The City considers that a transfer in full of the ownership in Redeveloper or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership of or with respect to the identity of the parties in control of Redeveloper or the degree thereof, unless specifically authorized in this Agreement, is for practical purposes a transfer or disposition of the Project then owned by Redeveloper. Redeveloper recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with Redeveloper, and, in so doing, the City is relying on the obligations of Redeveloper and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by Redeveloper hereunder.

B. Prior to Completion of the Project as evidenced by the issuance of the Final Certificate of Completion, and without the prior written approval of the City, or unless specifically authorized elsewhere herein, Redeveloper agrees for itself and any successor in interest that:

(1) There shall be no Transfer by any one or more owner or owners of a controlling interest in Redeveloper, or by any successor in interest to such owner(s), of any interest in Redeveloper except (i) due to death, in which case transfers to then existing Redeveloper members or partners, or family members of members or partners of Redeveloper are permissible or (ii) the transfer of the limited partnership or limited membership interest to a newly admitted limited partner or limited member to syndicate New Markets Tax Credits, or similar financing as set forth in the Project *Pro Forma*;

(2) Nor shall such owner or successor in interest make, or suffer to be made, any other change in the ownership of any equity interest in Redeveloper except as hereinabove provided, or with respect to the identity of the parties in control of Redeveloper or the relative degrees of their control, by any other method or means, whether by increased capitalization, merger with another corporate, partnership or limited liability entity, or otherwise. With respect to this provision, Redeveloper and the party signing this Agreement on behalf of Redeveloper represent that each Party has the City of all its owners to agree to this provision on their behalf and to bind them with respect thereto. For the purpose of this Agreement, the term “owners” is defined to include the general partners of a partnership, the stockholders of a corporation, or the members of a limited liability company.

12.2 Transfer of Property, Project or Redevelopment Agreement, etc.
Redeveloper further agrees for itself, its successors and assigns, that prior to the Completion of the Project or any portion thereof, as evidenced by the issuance of the Final Certificate of Completion, and except in the limited case of a Partial Certificate of

Completion as addressed in Section 10.3, Redeveloper shall be without power to sell, lease or otherwise Transfer this Agreement, or the Property or any portion thereof, or the Project without the prior written consent of the City, in the City's sole discretion, which consent if given may be subject to the Guaranty as consented to by the City, a "Permitted Transfer". Redeveloper will not make or create, or suffer to be made or created, any Transfer of its interests in the Project or the Property or its interest in this Agreement, without the prior written approval of the City, except as expressly exempted or permitted herein.

12.3 Consent to Certain Permitted Transfers. The City hereby consents, without the necessity of further approvals, (i) to the giving of a Mortgage and related pledges or assignments by Redeveloper or a Permitted Transferee, for the purpose of obtaining the financing necessary to enable Redeveloper to perform its obligations under this Agreement, construction of the Project, and Completion of the Project; and (ii) to an assignment of the Project and this Agreement and Redeveloper's rights and obligations hereunder, to one or more Owner Entities affiliated with and under common control with or controlled by Redeveloper, or to a QALICB, as may be necessary for financing the Project; *provided* such assignee expressly assumes in writing all of Redeveloper's obligations hereunder with respect to the portion of the Project assigned *and, provided further*, that the assignment and the obligations of the assignee shall be subject to the Guaranty and the Guarantor Obligations as hereinafter defined. With respect to any of the Transfers listed in this Section 12.3, Redeveloper shall provide to the City written Notice of at least fifteen (15) days prior to such Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the Transferee and any parties, individuals and/or entities comprising such Transferees. Further, the creation of a condominium regime and the sale of individual units as conditioned in this Section and Section 7.1.A shall also be a Permitted Transfer.

12.4 Prohibition Against Speculative Development. Because of the importance of the development of the Project to the general welfare of the community, Redeveloper represents and agrees that Redeveloper's undertakings pursuant to this Agreement are, and will be used, for the purpose of the redevelopment of the Property and Project as provided herein, and not for any other purpose.

12.5 Information as to Ownership of Redeveloper. In order to assist in the effectuation of the purpose of this Article XII, and in all cases subject to the Transfer restrictions described above, Redeveloper agrees that during the period between the Effective Date and Completion of the Project as evidenced by the issuance of the Final Certificate of Completion:

A. Redeveloper shall notify the City in writing of any and all changes whatsoever in the ownership of a controlling interest in Redeveloper, legal or beneficial, or of any other act or transaction involving or resulting in any change in such ownership or in the relative distribution thereof, or with respect to the identity of the parties in control of Redeveloper or the degree thereof, of which it or any of its officers or members have been notified or otherwise have knowledge or information; and

B. Redeveloper shall, at such time or times as the City may reasonably request (not more than quarterly), furnish the City with a complete statement subscribed and sworn to by a managing member of Redeveloper, setting forth all members or other owners of equity interests of Redeveloper and the extent of their respective holdings, and in the event any other parties have a beneficial controlling interest in Redeveloper's entity, their names and the extent of such interest.

12.6 Rights and Obligations of Mortgagees. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, a Mortgagee (including any such Mortgagee who obtains a leasehold interest in any of the Property as a result of foreclosure proceedings, or action in lieu thereof, but not including (1) any other party who thereafter obtains a leasehold interest in the Property or such part from or through such Mortgagee, or (2) any purchaser at a foreclosure sale other than the Mortgagee) shall in no way be obligated by the provisions of this Agreement to construct or Complete the Project or to guarantee such construction or Completion, unless such obligations are specifically assumed in writing by such entity; *provided* that nothing in this Article or any other Article or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses other than those uses provided or permitted under the Redevelopment Plan, Governmental Approvals and Applicable Law, or to construct any project thereon other than the Project.

12.7 Notice of Default to Mortgagee and Right to Cure. Whenever the City shall deliver any Notice or demand to Redeveloper with respect to any Default or Breach by Redeveloper under this Agreement, the City shall at the same time deliver to each Mortgagee or equity participant in the Project of whom the City has notice a copy of such Notice or demand, *provided* that Redeveloper has delivered to the City a written Notice of the name and address of such lender or equity participant. Each such Mortgagee or equity participant shall (insofar as the rights of the City are concerned) have the right at its option to cure or remedy the Default, or to commence to cure or remedy any such Default, within the time periods set forth herein for cure by Redeveloper.

12.8 City's Option To Pay Mortgage Debt or Purchase Property. In any case, where the City has terminated the rights of Redeveloper (or any successor in interest) as Redeveloper following a Redeveloper Breach under the terms of this Agreement, and the holder of any mortgage on the Property or part thereof (a) did not exercise the option under Section 12.6 to construct or compete the Project relating to the Property or part thereof, covered by its mortgage or to which such holder has obtained title, or (b) undertook construction or completion of the Project in accordance with Section 12.6 but did not complete such construction within the period as agreed upon by the City and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in the Agreement), the City shall (and every mortgage instrument made prior to completion of the Project with respect to the Property by the Redeveloper or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and

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the debt secured thereby, or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the City shall be entitled, at its option, to a conveyance to the City of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals or condominium unit sales and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (iv) the costs of any Improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

12.9 City's Option To Cure Mortgage Default. In the event of a financial Default by the Redeveloper prior to the completion of the Project by the Redeveloper, or any successor in interest, in or of any of its obligations under, and, to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the City may at its option cure such default or breach after Default Notice is provided to the Redeveloper as provided herein and the Redeveloper fails to cure the financial Default, in which case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by the Agreement, operation of law, or otherwise, to reimbursement from the Redeveloper or successor in interest of all costs and expenses incurred by the City in curing such default or breach and to a lien upon the Property (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement, provided, that any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by the Agreement.

ARTICLE XIII
MISCELLANEOUS

13.1 Agreement Provisions.

A. Paragraph Headings. The headings and numbering of paragraphs and sections of this Agreement are set forth for ease of reference only and are not to be construed or considered to impart meaning to any provision of this Agreement.

B. Governing Law, Forum Selection, and Waiver of Jury Trial. The Parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Monmouth County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated thereby. Each of the parties hereto irrevocably consents to the jurisdiction of the

Superior Court of New Jersey, Monmouth County, in any such suit, action or proceeding and to the laying of venue in such Court. Each Party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said Court and irrevocably waives any claim that any such suit, action or proceeding brought in said Court has been brought in any inconvenient forum. The Parties further agree that any claims relating to or arising out of this Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

C. Entire Agreement; Amendments to Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof. No amendment or modification to this Agreement shall be considered binding on either of the Parties unless such amendment or modification is in writing and specifically recites that it is being entered into by and between the City and Redeveloper with the specific intention to modify the terms of this Agreement. In the event that any such amendment or modification is agreed to by the Parties, such amendment shall not modify, change or amend any portion of this Agreement except those specific portions that are recited in such amendment or modification as being modified. All other portions of this Agreement not so specifically amended in writing shall remain in full force and effect.

D. Severability. Should any provision, term, paragraph or other portion or portions of this Agreement be held by any court of competent jurisdiction to be in violation of any Applicable Law, or unenforceable as against public policy or held to be null and void for any reason whatsoever, such portion shall be deemed severable, and such determination shall not affect the validity of any other provisions of this Agreement, and such other provisions shall be deemed to be in full force and effect and binding on the Parties unless amended in accordance with provisions of this Agreement.

E. Incorporation of Recitals and Exhibits. The recitals set forth in the preamble of this Agreement and the Exhibits hereto are hereby incorporated by reference and are considered part of this Agreement.

13.2 No Commissions. Redeveloper and City acknowledge and represent to the other that no real estate broker has been used in connection with this transaction and that no commissions to any other broker, agent, or any other intermediary are due hereunder, and further agree to indemnify and save harmless the other Party in the event of any claim whatsoever for any commission or other remuneration payable or alleged to be payable by any broker, agent or other intermediary.

13.3 Recordation. This Agreement may not be recorded. Following satisfaction or waiver of the Due Diligence Period and Contingencies a short form memorandum of this Agreement and any modifications thereof or additions thereto, in mutually agreeable form, may be recorded and the cost of such recordation and the cost of any and all taxes, levies, fees or charges assessed in connection with such filing shall be paid by Redeveloper.

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13.4 Conflict of Interest. No official or employee of the City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law.

13.5 No Consideration For Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in exchange for this Agreement, other than costs expended in the usual conduct of business and costs incurred for professional services such as architects, engineers, financial consultants and attorneys. Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the City, any money or other consideration for or in exchange for this Redevelopment Agreement.

13.6 Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable to Redeveloper, or any successor in interest, in the event of any Default or Breach by the City, or for any amount which may become due to Redeveloper or its successor, or on any obligation under the terms of this Agreement.

13.7 Non-Liability of Officers and Employees of Redeveloper. No member, officer, shareholder, director, partner or employee of Redeveloper, and no member, officer, shareholders, director, partner or employee of the members or partners of Redeveloper shall be personally liable to the City, or any successor in interest, in the event of any Default or Breach by Redeveloper or for any amount which may become due to the City, or their successors, on any obligation under the terms of this Redevelopment Agreement.

13.8 Inspection of Books and Records.

A. The City shall have the right at all reasonable times to inspect the books and records of Redeveloper pertinent to the purposes of this Redevelopment Agreement, including but not limited to construction contracts, books and records, leases, insurance policies, and agreements.

B. Redeveloper shall have the right at all reasonable times to inspect the books and records of the City pertinent to the purposes of this Redevelopment Agreement, in accordance with the provisions and procedures of the Open Public Records Act.

C. All such inspections must be performed at a time and in a manner as to not unreasonably interfere with the business operations of the Party whose books and records are being inspected and must be for a legitimate business purpose affecting the material interest of the Party seeking the inspection.

13.9 Approvals by the City and Redeveloper. Wherever this Redevelopment Agreement requires the consent or approval of the City or Redeveloper, or any officers, agents or employees of either the City or Redeveloper, unless otherwise expressly stated to be within the consenting Party's "sole discretion" or words of similar effect such consent or approval shall not be unreasonably withheld, conditioned or delayed, and

approval or disapproval shall be given within the time set forth in this Agreement, or, if no time is given, within a reasonable time. The City hereby designates the City Manager, or acting City Manager, to execute and deliver said approvals.

13.10 Successors Bound. This Agreement shall be binding upon the respective Parties hereto and their permitted successors and assigns as provided herein.

13.11 Review by Counsel. This Agreement shall be construed and enforced without regard to any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn because counsel for both Redeveloper and the City have combined in their review and approval of same.

13.12 Notices. Any notice, demand or other written communication provided or required to be given under this Agreement (each, a "Notice") must be in writing and shall be served or delivered to the person or persons set forth below for each Party to this Agreement either: (a) by hand delivering a copy thereof to the Party being served, either in person or by commercial courier, evidenced by an affidavit of delivery, or (b) by facsimile transmission, evidenced by confirmed receipt, or (c) by certified mail, return receipt requested; or (d) by a nationally recognized express delivery service (such as, for example, Federal Express), with delivery receipt provided. Notices shall be deemed given upon the earlier of receipt or refusal to accept delivery, and shall be served upon all persons to be served in the same manner.

As to Asbury Park:

Michael Capabianco	Phone: (732) 775-2100
City Manager	Fax: (732) 775-1483
City of Asbury Park	Email: michael.capabianco@cityofasburypark.com
One Municipal Plaza	
Asbury Park, NJ 07712	

With copies to:

Frederick C. Raffetto, Esq.	Phone: (732) 643-5218
City Attorney	Fax: (732) 645-8967
City of Asbury Park	Email: fcr@ansellgrimm.com
One Municipal Plaza	
Asbury Park, NJ 07712	

and

Glenn F. Scotland, Esq.	Phone: (973) 622-1800
McManimon & Scotland, L.L.C.	Fax: (973) 622-7333
75 Livingston Avenue, 2 nd Floor	Email: gscotland@msbnj.com
Roseland, NJ 07068	

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As to Redeveloper/Guarantor:

Interfaith Neighbors 810 Fourth Avenue Asbury Park, NJ 07712 Attn: Paul McEvily	Phone: (732) 775-0525 Fax: (732) 775-5422 Email: PaulM@interfaithneighbors.org
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With copies to:

John M. Marmora, Esquire K&L Gates LLP One Newark Center Newark, NJ 07102-5285	Phone: (973) 848-4016 Fax: (973) 848-4001 Email: John.Marmora@klgates.com
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Either Party may designate a different person or address for purposes of this Notice provision by giving the other Party no less than ten (10) days Notice in advance of such change of designation in accordance with the provisions hereof.

ARTICLE XIV
PROJECT FINANCING

14.1 The City agrees to cooperate with Redeveloper as may be necessary to facilitate financing of the Project, as and to the extent consistent with and permitted by Applicable Laws, and on commercially reasonable terms and at no cost to the City.

14.2 As reasonably requested by Redeveloper and as substantiated by the Project *Pro Forma*, and as and to the extent consistent with and available under Applicable Laws, the City agrees to consider in good faith Redeveloper's requests for needed Financial Assistance for the Project, and to cooperate with Redeveloper in pursuing needed financial assistance for the Project from the State or other entities through support letters or municipal resolutions. Redeveloper acknowledges that the City and the State retain full discretion whether to provide any such financial assistance. Nothing in this Section 13.2 shall be construed as in any way contradicting or limiting Redeveloper's representation and warranty in Section 4.1(j).

ARTICLE XV
CITY ESCROW

15.1 Escrow Account to Cover City Costs. Redeveloper covenants and represents that it will make timely payment or reimbursement to the City for all City Costs. Redeveloper has established with the City an escrow account (the "Escrow Account") having an initial balance of TWENTY-FIVE THOUSAND and 00/100 (\$25,000) DOLLARS to cover City Costs. From time to time during the implementation of the Project and until issuance of the Final Certificate of Completion for the Project the Redeveloper agrees to replenish the Escrow Account upon the written request of the City, to provide for a sufficient balance, as determined by the City in its sole but commercially

reasonable discretion, to cover anticipated City Costs. Attached to this Agreement as **EXHIBIT F** is the executed Escrow and Funding Agreement capturing the terms and conditions of the above.

ARTICLE XVI GUARANTY

16.1 Guaranty.

A. Redeveloper, as “**Guarantor**,” hereby guarantees to the City in the event of a Permitted Transfer or Transfers (including but not limited to Transfers pursuant to Section 12.3): (i) performance of Redeveloper’s obligations as set forth in this Agreement, and (ii) payment of all sums which may hereafter become due from the Redeveloper to the City (collectively, the “**Guarantor Obligations**”), unless the City, in consenting to the Transfer, agrees in writing to release Redeveloper from such obligations or payments.

(1) The Guarantor acknowledges and consents to all terms, covenants and conditions which are set forth in this Agreement (including but not limited to the provisions regarding Permitted Transfers), and agrees that such terms, covenants and conditions may be modified or amended without Notice to the Guarantor, and in such event, the Guarantor shall nevertheless be bound under the terms of this Guarantor Agreement.

(2) In the event that the Permitted Transferee fails to duly and properly perform and satisfy all of the obligations contained herein, the Guarantor will, upon written demand of the City setting forth the specific failure of the Permitted Transferee, cause the performance and satisfaction of the Guarantor Obligations set forth in such demand.

(3) Upon performance under the terms of this Guaranty, the Guarantor shall be entitled to all of the contractual protections under the Agreement to which the Permitted Transferee is entitled, to the extent permitted by Applicable Laws. However, this Guaranty shall be fully enforceable despite the Permitted Transferee’s discharge in bankruptcy or adjustment of the debts or obligations of the Permitted Transferee (incurred on or after the Effective Date) in insolvency proceedings or pursuant to some other compromise with creditors.

(4) If a demand is made upon the Guarantor and the Guarantor duly and properly performs the Guarantor Obligations as set forth in such demand, then (A) the Guarantor shall be subrogated to the rights of the Permitted Transferee against the City, if any, and (B) the City shall suspend the pursuit of any remedy against the Permitted Transferee relating to or arising out of the occurrence of such failure to perform by the Permitted Transferee.

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B. Termination of Guaranty. Notwithstanding anything contained herein to the contrary, it is expressly understood that upon (i) the issuance by the City of the Final Certificate of Completion for the Project, or (ii) upon termination of this Agreement in accordance with the terms hereof for reasons other than a Redeveloper Breach, or (iii) upon written release by the City, this Guaranty shall be deemed irreversibly terminated, null, void and of no further force and effect, in the latter case except as to obligations which by the express terms of this Agreement survive termination.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the date appearing on the cover page hereof.

CITY OF ASBURY PARK (Seal)

Attest:
By: 
John Moor, Mayor
By: 
Cindy Dye, Municipal Clerk

INTERFAITH NEIGHBORS, INC.

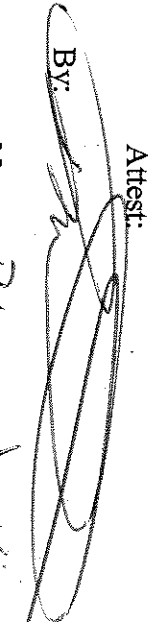
By: 
Name: Paul L. McEvoy
Title: Assoc. Executive Director
and General Secretary
Attest: 
Name: Patrick Dunkin
Title: Director, Real Estate Development

EXHIBIT A

PROPERTY

[Survey and /or Legal Description to be inserted]

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EXHIBIT B

PROJECT SCHEDULE

ITEM	DATE	OUTSIDE DATE
Completion of Due Diligence	90 days from the Execution Date, being: <u>8.20.16</u>	Yes, per Section 1.1, Definitions
Submission of application for, at least, preliminary site plan and subdivision approval for the Project to the City Planning Board	90 days after the Due Diligence Period, being: <u>6.22.16</u>	Yes, per Section 3.2.A
Financing Contingency	1 year from Effective Date, being: <u>6.22.16</u>	Yes, per Section 3.3
Government Approvals	18 months from Effective Date <u>6.22.16</u>	No
Contingency Satisfaction Deadline	2 years from Execution Date, being: <u>6.22.16</u>	Yes, per Section 3.5
Commence Construction	Within 90 days of the issuance of construction permits.	No
PHASE I: 2 buildings (3 owner-occupied with-rental units; 2 units for marketing purposes. Total # of residential units constructed: 8)	15 months to completion (following issuance of construction permit)	No
PHASE II: 2 buildings (4 owner-occupied with-rental units. Total # of residential units constructed: 8)	12 months to completion (to commence not later than 30 days following issuance of COs for Phase I and signed contracts for 3 owner-occupied units constructed during Phase I)	No
PHASE III: 1 building (2 owner-occupied with-rental units. Total # of residential units constructed: 4)	9 months (to commence not later than 30 days following issuance of COs for Phase II and signed contracts for 4 owner-occupied units constructed during Phase II).	No
Issuance of Final Certificate of Completion *	3 years from Effective Date, being: <u>6.22.16</u>	Yes

*Construction of Phases II and III to be determined based on market absorption of prior Phase(s).

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EXHIBIT C

SITE ACCESS CONDITIONS

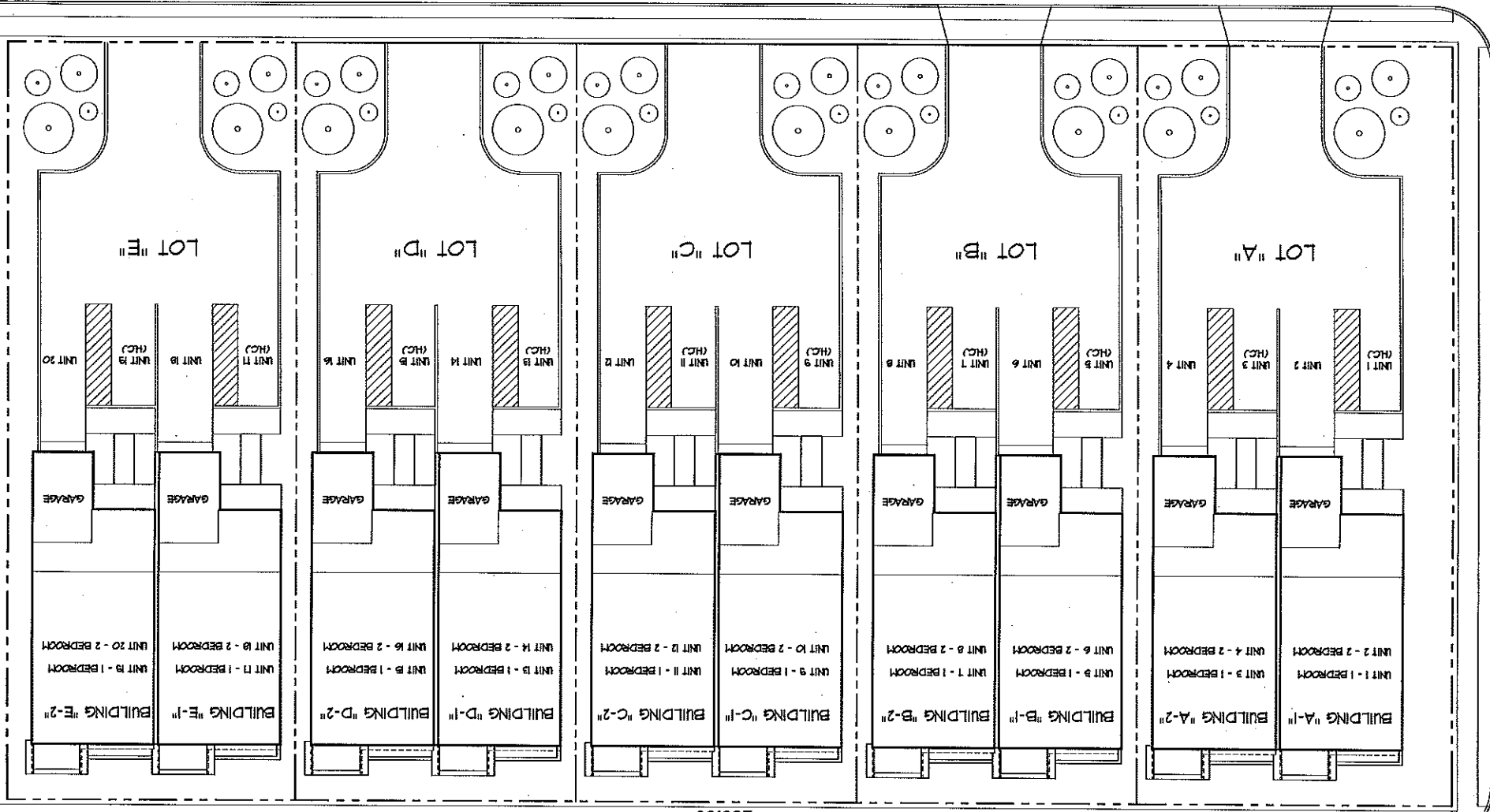
[To be provided]

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SPRINGWOOD AVENUE

285.06'



PROPOSED SITE PLAN
N.T.S



EXHIBIT D

FORM OF FIRPTA AFFIDAVIT

For purposes of Section 1445(b)(2) of the Internal Revenue Code, as amended, THE CITY OF ASBURY PARK (the "Seller") hereby certifies, under penalty of perjury that (i) the Seller's United States taxpayer identification number is _____; (ii) the Seller's address is _____, and (iii) the Seller is not a "foreign person" within the meaning of said Section 1445(b)(2), as amended. The Seller understands that this Affidavit may be disclosed to the Internal Revenue Services and that any false statements made herein could be punished by fine, imprisonment or both.

CITY OF ASBURY PARK

By: _____
Name:
Title:

Sworn to before me this _____

Day of _____, 20____

Notary Public

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Exhibit B

ACCESS AGREEMENT

This Access Agreement made on the ____ day of June 2016

BETWEEN

CITY OF ASBURY PARK,

having an address CITY Hall, One Municipal Plaza Asbury Park, NJ 07712, referred to herein as **CITY;**

And

Interfaith Neighbors, INC., referred to herein as **Interfaith**

having an address 810 Fourth Avenue, Asbury Park, NJ 07712.

Properties: Block 803, Lots 1-14, Lee's Lane, Block 804, Lot 1

The properties set forth above shall collectively be called "Property."

1. **Site Access.** The City and Authority (collectively "Governmental Units") hereby grant permission to Company to enter the Property, at no cost to the Governmental Units, solely in order to engage in the following activities: conduct surveys, environmental and geotechnical testing and other pre-development activities ("Activities"). All access to the property by Company shall be conducted during business hours on business days upon no less than one (1) day advance notice, and the Governmental Units shall have the right, but not the obligation, to have representatives present during each such access to the Property in order to observe all activities. All Activities performed by the Company, and/or its agents, shall be done in a good and workmanlike manner, and shall not cause any permanent damage to the Property whatsoever. The Company shall be responsible, if requested by the Governmental Units, to restore the Property to the reasonably same condition as it is in as of the date of this Agreement.

2. **Release.** As consideration for being afforded access to the Property, Company hereby waives, releases and discharges the Governmental Units, any parent and/or subsidiaries, affiliates and their respective stakeholders, directors, officers, members and agents from any and all present or future claims, causes of action, or demands that Company now has or may hereafter accrue on account of or in any way growing out of any and all known and unknown, or foreseen and unforeseen, any one or more of bodily or personal injuries (including death) or property damage and the consequences thereof resulting, or which may result, from Company's presence upon the Property or the use of any equipment or procedures while on, entering or leaving the Property. The provisions of this paragraph shall survive the termination of this Agreement.

3. **Indemnity.** Company shall indemnify, defend and hold harmless the Governmental Units, their directors, officers, employees, members and affiliates from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and court costs) which the Governmental Units and its directors, officers, employees, members and affiliates hereafter may suffer in connection with any claim, demand, action or right of action (whether at law or in equity) brought or asserted by any third party because of any bodily or personal injury (including death) or property damage and the consequences thereof to the extent caused by Company's or their respective subcontractors' negligent acts, errors, omissions, or willful misconduct related to Company's or their respective subcontractors' performance of any work or services on the Property, or while entering or leaving the Property. The provisions of this paragraph shall survive the termination of this Agreement.

4. **Insurance.** Company and its agents hereby agree to carry and maintain in full force and effect, for the duration of this Agreement, and any supplement thereto, appropriate insurance coverage as follows:

The Company must provide the Governmental Units with the respective insurance certificates prior to the commencement of work or any time thereafter until the expiration of this Agreement. The policies shall be issued by an insurance company authorized to do business in the State of New Jersey. Insurance certificates must be presented, upon request, documenting coverage for the following:

- A. Worker's Compensations and Employers Liability in accordance with State of New Jersey requirements, with a minimum limit of:
 - a. \$1,000,000 each accident for bodily injury by accident
 - b. \$1,000,000 each employee for bodily injury by disease
 - c. \$1,000,000 policy limit for bodily injury by disease
- B. Public Liability Insurance: Comprehensive general Liability, (bodily injury, personal injury, and property damage liability) including company's contingent Completed operations and contractual liability with a minimum:
 - a. \$1,000,000 each occurrence
 - b. \$1,000,00 personal and advertising injury
 - c. \$2,000,000 general aggregate; and
 - d. \$1,000,000 products/completed operations aggregate
- C. Comprehensive Automobile Liability Insurance. Covering all owned, hired and rented vehicles and equipment, with limits of liability of not less than \$1,000,000 for injuries to, or death of one or more persons resulting from any one occurrence and property damage limit of liability of not less than \$500,000 per occurrence.
- D. Professional liability and Errors & Omissions insurance in the amount of \$5,000,000.
- E. Umbrella liability insurance with a minimum limit of:
 - a. \$5,000,000 per occurrence
 - b. \$5,000,000 aggregate of other than products/ completed operations and auto liability; and
 - c. \$5,000,000 products/completed operations aggregate

All insurance certificates must name the individual Governmental Units as an additional insured on the policy.

5. **Compliance with Laws.** Company shall perform all of the Activities at no cost to the Governmental Units and in compliance with all applicable laws. While on the property, Company shall take necessary precautions for the safety of their respective contractors and subcontractors, and all such employees and subcontractors shall comply with all applicable federal, state and local laws and regulations (including occupational safety and environmental protection statutes and regulations) in performing activities hereunder, and shall comply with any directions of governmental agencies and the Governmental Units relating to Property safety, security, traffic or other like matters.

6. **Assignment of Agreement.** Company shall not assign its rights of access according to the terms of this Agreement without the prior written consent of the Governmental Units.

7. **Revocation of Access Rights.** It is hereby understood and agreed that the Governmental Units reserve the right to revoke the access rights provided to Company under the terms of this Agreement at any time, for any reason whatsoever, upon giving not less than 5 days prior written notice to Company. In the event that the Governmental Units exercise its rights to revoke the access rights provided to Company under this Agreement, Company shall retain no other rights or access to the Property.

8. **Title or Ownership of Premises.** This Agreement is merely a license and does not give Company any interest in the Property or any right of a lessee or tenant under any of the laws of the state of New Jersey or any other applicable federal, state, and local laws and ordinances. Company further understands and agrees that it will not assert any action against the Governmental Units that asserts the rights of a lessee or tenant.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart shall, for all purposes, be deemed an original instrument, but all such counterparts together shall constitute but one and the same agreement. Facsimile and electronic mail (in Adobe Portable Document Format ("PDF")) signatures of the undersigned parties shall have the same force and effect as original signatures.

10. **Parity.** Each party warrants to the other that they have been represented by independent counsel. In light of this, the rule of construction that provides that this document shall be construed against the drafter shall not apply.

11. **Entire Agreement.** This Agreement constitutes the entire Agreement concerning the subject matter hereof and supersedes any and all prior representations, understandings, and agreements between the Company and Governmental Units with respect to such subject matter. If there is a conflict between and among this Agreement and any other documents or representations, this Agreement shall be the final expression of the Company's and the Governmental Units' intent. Any Amendment to this agreement must be in writing and signed by both parties or it is void.

CITY:

CITY OF ASBURY PARK

By: MICHAEL CAPABIANCO, CITY MANAGER

INTERFAITH NEIGHBORS, INC.:

BY: PAUL MCEVILY, EXECUTIVE DIRECTOR

EXHIBIT E

EXECUTED ESCROW AND FUNDING AGREEMENT

[To be inserted]

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**Asbury Park, New Jersey
ORDINANCE NO. 2018-22**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VIII
ESTABLISHING ARTICLE III: "JITNEYS"**

WHEREAS, the City of Asbury Park (the "City") has previously established certain regulations for licensing of taxicabs, liveries and pedicabs within the City; and

WHEREAS, a need has been identified to provide additional transportation services between the commercial areas of the City; and

WHEREAS, in order to reduce demand for parking during peak periods, alternative modes of transportation must be developed; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend the regulations contained within Chapter VIII, entitled "Licensing and Regulation of Taxicabs, Liveries and Pedicabs," 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 licensing regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VIII, entitled "Licensing and Regulation of Taxicabs, Liveries and Pedicabs," of the "Code of the City of Asbury Park, New Jersey," is hereby amended as follows:

ARTICLE III

JITNEYS

8-25 DEFINITIONS.

As used in this article:

Franchise tax shall mean a government levy (tax) charged by the City to jitney operators with a nexus in the City. The franchise tax for jitney operators shall be calculated as a percentage of revenue, assessed monthly.

Jitney shall mean an autobus for hire and shall include any motor vehicle for hire engaged in carrying individual passengers, which is operated over and upon the streets of the City. A Jitney shall be constructed and intended to accommodate up to thirteen (13)

passengers on routes established wholly within the limits of the City.

Person shall mean and include an individual, sole proprietorship, partnership, limited partnership, corporation, or limited liability company.

Street shall mean and include any street, avenue, land or public place in the City utilized for vehicular jitney traffic.

8-26 OWNER LICENSE; RULES AND REGULATIONS.

8-26.1 Required.

No Person shall operate a Jitney within the City of Asbury Park without obtaining from the City Clerk a license issued to that Person pursuant to this Chapter.

8-26.2 Application.

Application for a license to operate a vehicle as a Jitney shall be made annually by the owner upon a form to be furnished by the City Clerk. The application shall contain but not be limited to, full name and address of the applicant, the year, type and model of the vehicle to be licensed and the number of persons it is capable of carrying and shall be accompanied by the required fee.

8-26.3 Fee.

The annual fee for a license for an owner of a vehicle to operate the vehicle as a Jitney is one hundred twenty-five (\$125.00) dollars, irrespective of when during the year the license is sought, to provide for the cost of administering and enforcing this Chapter. The fee for a Jitney driver's license under this Chapter is set forth below in section 8-27.2.

8-26.4 Issuance.

The City Clerk shall review all applications for use of vehicles as Jitneys.

a. In those cases where the license has been approved, the City Clerk shall provide the licensee with a card containing the name of the applicant, a front two (2) inch by two (2) inch straight view photograph of the applicant, the City license number, a notice that in case of any complaint they should notify the City Clerk in writing and the rate of fares under which the Jitney is operated. There shall be three (3) numbered decals issued to be placed on three sides of the vehicle. The license shall be valid for the remainder of the calendar year for which it is issued, and shall expire on December 31 of that year.

b. In those cases where the license has been denied, the applicant shall be afforded the opportunity for a hearing before the Chief of Police, as the case may be, or his/her designee. Any request for hearing must be made within ten (10) days of the applicant's receipt of written notice of denial from the City. At the hearing, the applicant shall have the right to be represented by counsel and will be afforded the opportunity to testify himself or to present witnesses, to cross-examine witnesses and, at his or her own expense, have a stenographic record made of the proceedings. Following the hearing, the determination by the Chief of Police, as the case may be, or his/her designee, shall be final.

8-26.5 Transfer of License.

- a. The owner of a licensed Jitney shall not sell, lease, transfer or in any other manner dispose of a license without the permission of the City Clerk, nor shall any owner of the licenses hire out or lease a vehicle to any driver or any other person for use within the City for a stipulated sum over a definite period of time.
- b. Any license issued may be transferred with the payment of a transfer fee of one hundred (\$100.00) dollars upon obtaining the approval of the City Clerk.
- c. Any new or replacement vehicle must be inspected before any license will be transferred.

8-26.6 Liability Insurance Required; Power of Attorney.

- a. As a condition for the issuance of a license hereunder, the applicant for a Jitney license shall, in accordance with the provisions of N.J.S.A. 48:16-24, file with the City Clerk an insurance policy attesting that the person and/or owner-operator is insured under a policy of comprehensive, general liability insurance. The limits of said insurance shall be not less than one million (\$1,000,000.00) dollars per occurrence. The insurance policy, or an accompanying document, shall obligate the liability insurer to notify the City Clerk and City Manager of the City of Asbury Park if any change occurs in the policy or if the policy is terminated or canceled for any reason.
- b. In accordance with the provisions of N.J.S.A. 48:16-24, each owner-operator shall execute and deliver to the City Clerk concurrently with the filing of the policy referred to above, a power of attorney wherein and whereby the said owner-operator shall nominate, constitute and appoint the City Clerk as the owner-operator's true and lawful attorney for the purpose of acknowledging service of any process out of a court of competent jurisdiction to be served against the insured by virtue of the indemnity granted under the insurance policy filed.
- c. Each applicant for a Jitney license shall also execute an indemnification and hold harmless agreement, in a form acceptable to the City Attorney, through which the owner shall indemnify and hold harmless the City, its officers, agents and employees, from any and all loss, costs, damages and/or expenses suffered by any person, or to any property arising from the owner's negligence or the negligence of the owner's employees or agents.

8-26.7 Franchise Tax.

Every person as herein defined, owning and operating a Jitney within the City of Asbury Park shall, on or before the tenth day of each calendar month, file with the City Clerk a statement, verified by oath, showing the gross receipts from the business of said Jitney during the preceding calendar month, and shall at the same time pay to the City Clerk five percent of such gross receipts as a monthly franchise tax.

8-27 DRIVER'S LICENSE; RULES AND REGULATIONS.

8-27.1 Required.

No vehicle shall be hired out or operated as a Jitney within the City without the driver first having obtained a license for that purpose.

8-27.2 License Fee.

The annual license fee for each driver of a Jitney is fifty (\$50.00) dollars, irrespective of when during the year the license is sought, to provide for the cost of administering and enforcing this Chapter.

8-27.3 Initial Application; Background Checks; Rechecks; Renewals.

All applicants for a Jitney driver's license shall meet all of the following requirements:

- a. Be twenty-one (21) years of age or over.
- b. Maintain in good standing a valid and unconditional/non-provisional State of New Jersey Motor Vehicle license, and have no more than eight (8) New Jersey State Division of Motor Vehicle points on his or her driving record, or the equivalent if licensed in any other state.
- c. Must not have been convicted, within three (3) years prior to the date of the application, of reckless driving, leaving the scene of an accident or driving more than thirty (30) miles per hour above the speed limit, and must not have been convicted within five (5) years prior to the date of the application of driving while intoxicated.
- d. Present the required doctor's physical form obtained from the City Clerk certifying that he or she has been examined within the last thirty (30) day period and that he or she is of sound physique with good eyesight and not subject to epilepsy, vertigo, heart trouble or any other infirmity of the body or mind which make him or her unfit for the safe operation of a vehicle.
- e. Never have been convicted of a crime (not including a disorderly persons or petty disorderly persons offense) or engaged in conduct in any other State or jurisdiction, which if committed in New Jersey, would constitute any of the crimes identified in paragraphs 1. through 4. below, within ten (10) years of the date of submission of the initial application as identified below. A criminal background check shall be conducted by the Chief of Police as the case may be, or his or her designee, in accordance with N.J.S.A. 48:16-3b.
 1. Any crime involving a danger to the person meaning those crimes set forth in N.J.S.A. 2C:11-1, et seq. (criminal homicide), N.J.S.A. 2C:12-1, et seq. (assault; reckless endangering; threats); N.J.S.A. 2C:13-1, et seq. (kidnapping and related offenses); N.J.S.A. 2C:14-1, et seq. (sexual offenses); or N.J.S.A. 2C:15-1, et seq. (robbery); or
 2. Any crime (not including disorderly persons offenses) against the family, children or incompetents, meaning those indictable offenses set forth in N.J.S.A. 2C:24-1, et seq.; or
 3. Any crime (not including disorderly persons offenses) involving theft and related offenses as set forth in Chapter 20 of Title 2C of the New Jersey Statutes; or

4. Any crime (not including disorderly persons offenses) involving any controlled dangerous substance or controlled substance analog as set forth in Chapter 35 of Title 2C of the New Jersey Statutes.

f. If a person who has been convicted of a crime listed above can produce a certificate of rehabilitation issued pursuant to N.J.S.A. 2A:168A-8, or an equivalent certificate from the jurisdiction where the criminal offense occurred if the criminal offense occurred outside of New Jersey, then the criminal offense shall not disqualify the applicant from operating a Jitney within the City.

g. Complete a form furnished by the City Clerk his or her full name, residence, places of residence for the preceding five (5) years, age, height, color of eyes and hair, place of birth, previous employer, whether married or single, whether he or she has ever been convicted of an indictable offense, driving violations, or violation of this chapter and whether his or her driver's license has ever been suspended or revoked and for what cause, which statement shall be signed and sworn by the applicant to be true and filed with the City Clerk as a permanent record. Any changes to any of the information contained within the application must be reported to the City Clerk within three (3) business days thereof, with a penalty of twenty-five (\$25.00) dollars to be assessed for each business day thereafter that any changes are not reported.

h. Furnish four (4) copies of photographs size two (2) inches by two (2) inches.

i. Shall have an acceptable understanding of the English language and shall be able to read and write in English.

j. Be a citizen of the United States and present a Social Security card or possess a permanent alien registration card or work authorization.

k. Pay a fee of fifty (\$50.00) dollars to provide for the cost of administering and enforcing this Chapter.

l. Renew their license beginning in December of each year at which time they will be notified by the City Clerk that their completed paperwork and fee for the annual license is due in the City Clerk's office no later than the following March 1st. Failure to meet the March 1 deadline will result in a fine of twenty five (\$25.00) dollars per month for each month the March 1 deadline is not met, in addition to such other penalties prescribed in this Chapter for failure to have a valid license for operation of a Jitney.

m. There shall be filed with the City Clerk an insurance policy issued by an insurance company authorized to do business in New Jersey in at least the amount of \$1,000,000.00 to satisfy all claims for damages, by reason of bodily injury to, or the death of, any person(s), resulting from, or on account of, an accident, by reason of the ownership, operation, maintenance or use of the Jitney(s) upon any public street in the City of Asbury Park, and to satisfy any claim for damages to property of any person(s), resulting from, or on account of, an accident, by reason of the ownership, operation or use of such Jitney(s) upon the public streets of the City of Asbury Park. The insurance policy shall remain in effect during the time that the applicant operates under a license issued by the City of Asbury Park.

n. Undergo a criminal history background check prior to the issuance of an initial license, and on years ending in an odd number thereafter prior to renewal. Such criminal history

background check may be performed by the Asbury Park Police Department or by a private outside agency which has been approved by the Asbury Park Police Department. If performed by an approved outside agency, then the results of the criminal history background check shall be forwarded directly from the outside agency to the Asbury Park Police Department. In all cases, the Asbury Park Police Department shall be responsible for oversight of the criminal history background check process. The applicant shall incur all costs associated with the background check, which costs shall not exceed a maximum of one hundred (\$100.00) dollars.

o. Must not make a false statement in any license application or any record or certificate required to be filed or maintained, he or she shall be subject to rejection of the application and/or the appropriate disciplinary sanctions, including license suspension or revocation or any penalty provided under the New Jersey Criminal Code.

8-27.4 Denial of License.

In those cases where the license has been denied, the applicant shall be afforded the opportunity for a hearing before the Chief of Police as the case may be, or his/her designee. Any request for hearing must be made within ten (10) days of the applicant's receipt of written notice of denial from the City. At the hearing, the applicant shall have the right to be represented by counsel and will be afforded the opportunity to testify himself or to present witnesses, to cross-examine witnesses and, at his or her own expense, have a stenographic record made of the proceedings. Following the hearing, the determination by the Chief of Police, as the case may be, or his/her designee, shall be final.

8-27.5 License Regulations.

- a. Licenses issued pursuant to this section are nontransferable.
- b. Upon suspension or revocation of his or her New Jersey driver's license, a driver shall immediately surrender his or her Jitney driver's license to the City.

8-28 DRIVER RULES; CONDUCT AND RESPONSIBILITIES.

8-28.1 Vehicles Ordered Off-the-Road; Operation Prohibited.

No driver shall operate any vehicle that has been ordered off-the-road by the Chief of Police as the case may be, or his or her designee, because it has been found to be in unsatisfactory condition for the transportation of passengers.

8-28.2 Lost Property.

A driver of a Jitney who discovers any property lost or left in his Jitney shall immediately report it to the Asbury Park Police Department as soon as possible.

8-28.3 Conduct of Drivers.

- a. Drivers appearance must be neat, clean and drivers must be dressed in a professional manner.

- b. Drivers shall be courteous to customers at all times.
- c. There shall be no smoking in any Jitney.
- d. Drivers and owners not licensed under this Chapter are prohibited from cruising within the City.

8-28.4 Display of License, Rates and Photograph.

The driver must display all licenses in a conspicuous manner so they may be conveniently read by any passenger. A card containing the maximum rates of fare charged, the name and license number of the operator of the Jitney and the name, address and a two (2) inch by two (2) inch front straight view photograph of the driver of the Jitney. These must be mounted on the front face of the dashboard, not on it, facing the passengers.

8-28.5 Substance Abuse.

A driver shall not operate or occupy a Jitney while his driving ability is impaired by either alcohol or drugs, nor shall a driver consume any alcoholic beverage within eight (8) hours of the start of their shift. When facts exist that provide a reasonable objective basis to suspect that a driver has illegally used drugs, or has consumed alcoholic beverages, he shall submit to a breath test or drug screening through urinalysis. A driver who refuses to submit to such testing requested upon individualized reasonable suspicion will be subject to revocation of his or her licenses.

8-28.6 Compliance with Laws While Operating Vehicle.

A driver shall operate his vehicle within full compliance of all laws.

8-28.7 Notification of Employer of Accidents and Summons.

The driver must notify his/her employer, if any, of any accident and also when any motor vehicle summons has been issued to the driver.

8-28.8 Persons Permitted in Vehicle During Operation.

- a. During the work shift a driver may not allow any person to operate the Jitney or occupy the driver's seat, except in the event of an emergency.

8-28.9 Possession of Controlled Substances.

No driver may have in their possession, on their person or in the vehicle any illegal controlled substance (drugs) at any time.

8-28.10 Horn Blowing Prohibited.

Drivers may not at any time blow their horn to alert a prospective customer that the Jitney has arrived.

8-28.11 Applicability.

The above drivers' rules contained in this Section 8-28 apply to Jitney drivers and owner/operators, when performing the duties of a driver.

8-29 INSPECTIONS.

8-29.1 Inspection of Vehicles.

No vehicle shall be used as a Jitney and no license shall be issued for that purpose until the vehicle has been inspected and examined by an officer designated by the Chief of Police, as the case may be, or his or her designee, and found to be in a thoroughly safe, clean and sanitary condition for the transportation of passengers. Side curtains, shades or dark tinted window glass are not permitted on any such vehicle in accordance with N.J.S. Title 39, Chapters 3 and 4. Thereafter, each owner of a Jitney shall have his/her vehicle inspected and examined by the City of Asbury Park yearly during the month of November. The validation sticker issued by the City for the prior year shall be valid until the City inspection for the current year is conducted. The City inspection shall occur subsequent to the owner obtaining inspection approval from the New Jersey Motor Vehicle Commission. Each Jitney owner shall make an appointment with the officer designated by the Chief of Police to conduct the City inspection. No vehicle shall continue to operate as a Jitney if such vehicle has been inspected and examined by the officer designated by the Chief of Police and found not to be in a thoroughly safe condition for the transportation of passengers. In no event shall any Jitney operate beyond November 30 of the immediately preceding year without a validation sticker from the City.

8-30 JITNEY NUMBERING SYSTEM.

8-30.1 Assignment of Numbers; Placement on Vehicle.

- a. Every Jitney will be assigned a number exclusive to that vehicle.
- b. When a vehicle has been retired, sold, replaced or transferred pursuant to section 8-26.5 of this Chapter, the number will be put on any replacement vehicle.
- c. The number shall be displayed in the rear of the vehicle.
- d. The number will be three (3) inches in height and made of a reflective type material with contrasting background to be easily read at a distance of fifty (50) feet.
- e. No number will appear on the vehicle other than the City Clerk's assigned vehicle number.
- f. Every Jitney shall display on each rear door of the vehicle the words "City of Asbury Park" in letters three (3) inches in height.

8-31 JITNEY LIMITATIONS.

8-31.1 Number of Jitney Licenses Limited.

a. The total number of jitney owner/operator licenses issued by the City of Asbury Park shall not exceed three (3).

b. The total number of jitney vehicles permitted to be operated by each owner/operator at any one time shall not exceed five (5).

8-32 RATES; DISPLAY OF RATES REQUIRED.

a. Rates and Charges. The price that may be charged to a passenger by the owner or driver of a Jitney shall not exceed five (\$5.00) dollars per passenger at any time of the year. Only one (1) fare can be charged for each seat in the vehicle.

b. Display of Rates. Any and all rates that are being charged by Jitney companies, shall be posted in each Jitney in a conspicuous location and in manner so as to provide adequate notice to all passengers.

8-33 VIOLATIONS; PENALTIES; SUSPENSION; REVOCATION.

8-33.1 Penalties.

a. Any person who violates any provision of this article shall be subject to penalties in accordance with Chapter 1, Section 1-5 of the Code of the City of Asbury Park, or by applicable State law.

b. Notwithstanding the provisions of subsection “a” above, any person violating the provisions of Section 8-2.1, Section 8-3.1 or Section 8-4.3(f) shall, upon conviction of a first offense be subject to a fine of two hundred fifty (\$250.00) dollars; upon conviction of a second offense be subject to a fine of five hundred (\$500.00) dollars; and upon conviction of a third or subsequent offense be subject to a fine of one thousand two hundred (\$1,250.00) dollars. In addition to the above, the violator may, at the discretion of the Municipal Court Judge, be subject to a term of imprisonment not exceeding ninety (90) days in the County jail or in any other place provided by the municipality for the detention of prisoners.

c. Nothing herein shall preclude the prosecution of any such violation under Title 48 and/or Title 2C of the New Jersey Statutes, nor restrain or prohibit the Mayor and Council from suspending or revoking any license issued hereunder in accordance with the provisions of this Chapter.

8-33.2 Revocation or Suspension of License.

a. Licenses issues under this article may be temporarily suspended for not more than seven (7) days by the Chief of Police as the case may be, or his or her designee, in the case of an emergency.

b. Absent an emergency, the City Council, after reasonable notice and a hearing, may suspend or revoke a license for cause. At said hearing, the licensee may be represented by counsel and will be afforded the opportunity to testify himself or to present witnesses, to cross-examine witnesses and, at his or her own expense, have a stenographic record made of the proceedings. Following the hearing, the determination by the Chief of Police as the case may be, or his/her designee, shall be final.

c. If at any time within the licensed year a Jitney driver and/or owner/operator is convicted of an indictable offense, the City Clerk shall immediately suspend their license, pending a hearing.

8-33.3 Appeals.

Except as otherwise set forth herein, any person who wishes to appeal any determination made pursuant to the provisions of this Chapter may do so in writing to the City Manager within five (5) days of the date of the decision or determination sought to be appealed. A hearing will be held by the City council or its designee within ten (10) days of the date of service of the appeal.

8-34 ROUTES.

8-34.1 Designation of Route(s).

All owner-operators shall operate their Jitneys on the route designated in collaboration with the City Manager or his or her designee. In the event of a detour that prevents the Jitney from following the designated route, the Jitney may take the shortest, safest alternate route that will permit the owner-operator to resume operating on the designated route.

8-35 RULES AND REGULATIONS.

8-35.1 Regulations.

- a. It shall be unlawful to drive or operate any Jitney while that Jitney is carrying more than thirteen (13) passengers or more than twenty (20) passengers, as applicable, in accordance with N.J.S.A. 48:16-23.
- b. Each passenger must be seated while the Jitney is in motion.
- c. No person eight (8) years of age or younger shall permitted to be a passenger in any Jitney vehicle without seat restraints as required in accordance with N.J.S.A. 39:3-76.2a.
- d. No Jitney vehicle may transport passengers between the hours of 1:00 AM and 8:00 AM. Hours of operations shall be designated in collaboration with the City Manager or his or her designee.
- e. Jitney owner/operators shall not provide service to private entities or functions within the City of Asbury Park without providing adequate service to the designated Jitney route during designated operating hours. Any Jitney owner/operator providing private service shall notify the City Manager or his or her designee at least 48 hours prior.
- f. Passengers must be treated with courtesy and respect; repeated complaints against owner-operators will be grounds for disciplinary action initiated by the Asbury Park Police Department.

- g. It shall be unlawful for the owner-operator of any Jitney to bypass any prospective customer when there is space available on the Jitney. Any complaints concerning the bypassing of a prospective customer by a Jitney owner-operator shall be processed and handled by the Asbury Park Police Department or the City Clerk.

8-35.2 Rules.

- a. There shall be no smoking on Jitneys.
- b. Only a licensed Jitney can be used on a prescribed Jitney route.
- c. Unsanitary, inadequate, unclean, or unsafe Jitneys will not be permitted to operate.
- d. All crashes involving a Jitney must be reported to the Asbury Park Police Department immediately after the occurrence.
- e. Jitney owner-operators must notify the City Clerk in accordance with Section 8-26.5 when a change of license number or registration number occurs.
- f. Jitney license card must be displayed in accordance with the provisions of Section 8-28.4.
- g. It shall be unlawful for any person riding a Jitney to drink intoxicating liquors or be under the influence of drugs of any kind.
- h. Drivers must be neat and clean at all times. No shirts without collars are permitted. Bare feet are prohibited. Exterior tops and bottoms must be worn.
- i. If a Jitney breaks down and is unable to continue, passengers must be refunded any collected fares in full.
- j. It shall be unlawful for any Jitney to block a crosswalk to stop for the purpose of receiving or discharging passengers.

I, CINDY A. DYE, 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.

2018-22 which was finally adopted by the City Council at a meeting held on the 9th day of May, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-23**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING TRAFFIC AND
PARKING REGULATIONS CHAPTER VII**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning metered and permit parking 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 Parking Committee; 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 parking 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 and supplemented as attached as Exhibit A.

I, CINDY A. DYE, 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. 2018-23 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CINDY A. DYE
CITY CLERK

EXHIBIT A

Deletions are denoted as strikethrough and additions are underlined.

7-11 TIME LIMIT PARKING.**7-11.1 Parking Time Limited on Certain Streets.**

No person shall park a vehicle for longer than the time limit between the hours listed on any day (except Sundays and public holidays) upon any of the streets or parts of streets described.

<i>Name of Street</i>	<i>Sides</i>	<i>Hours</i>	<i>Time Limit</i>	<i>Location</i>
<u>Fifth Avenue</u>	<u>South</u>	<u>8:00 AM – 6:00 PM</u> <u>(Monday-Friday)</u>	<u>2 Hours</u>	<u>Between Steiner Place and</u> <u>Main Street</u>

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**Asbury Park, New Jersey
ORDINANCE NO. 2018-24**

**ORDINANCE OF THE CITY OF ASBURY PARK ADOPTING AN AMENDMENT TO
THE SPRINGWOOD AVENUE REDEVELOPMENT PLAN**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Redevelopment Law**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment and to formulate a plan to address the redevelopment of these areas; and

WHEREAS, the City of Asbury Park (the “**City**”) has previously found and determined that the area of the City designated as the “Springwood Avenue Redevelopment Area” (the “**Area**”) to be “an area in need of redevelopment” in accordance with law; and

WHEREAS, on February 6, 2008, the City adopted Ordinance No. 2862 adopting the “Springwood Avenue Redevelopment Plan” (as amended and supplemented from time to time, the “**Plan**”), which governs redevelopment in the Area; and

WHEREAS, on February 28, 2018, the Governing Body of the City adopted Resolution 2018-103 referring proposed amendments to the Plan (the “**Proposal**”) to the Planning Board for its review in accordance with the Redevelopment Law, specifically N.J.S.A. 40A:12A-7(e); and

WHEREAS, at its regular public meeting of March 26, 2018, the Planning Board considered the Proposal and comments and questions from members of the public, determined that the Proposal was consistent with the Master Plan of the City, subject to the Planning Board’s comments and recommendations, and adopted a resolution memorializing its findings and recommendations; and

WHEREAS, the Proposal has been amended to incorporate the Planning Board recommendations; and

WHEREAS, City wishes to enact the Proposal as amended to incorporate the Planning Board recommendations (the Proposal as so amended, the “Plan Amendments”, attached hereto as Exhibit A),

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

1. The Plan Amendments attached hereto as Exhibit A and made a part hereof, having been duly reviewed and considered are hereby approved pursuant to the terms of *N.J.S.A. 40A:12A-7*, and the Plan, as amended by the Plan Amendments, shall govern the Springwood

Avenue Redevelopment Area as and to the extent set forth in the Plan.

2. The zoning district map of the City is hereby amended to remove any inconsistency herewith.

3. In case any one or more of the provisions of this Ordinance or the Plan shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance or the Plan and this Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

4. This Ordinance shall take effect in accordance with law.

I, CINDY A. DYE, 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. 2018-24 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CINDY A. DYE
CITY CLERK

**AMENDMENT TO THE REDEVELOPMENT AND LAND DISPOSITION
AGREEMENT BY AND BETWEEN THE CITY OF ASBURY PARK, AS
REDEVELOPMENT ENTITY, AND INTERFAITH NEIGHBORS, INC.**

This AMENDMENT (“**Amendment**”) to the Redevelopment Agreement is made on this ____ day of _____, 2018 (the “Effective Date”) into by and between the **CITY OF ASBURY PARK** (the “**City**”), a public body corporate and politic of the State of New Jersey having its offices at One Municipal Plaza, Asbury Park, NJ 07712-7000, in its capacity as “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4(c), and **INTERFAITH NEIGHBORS, INC.**, a New Jersey corporation having its principal offices at 810 Fourth Avenue, Asbury Park, New Jersey 07712 (together with its permitted successors and assigns, the “**Redeveloper**”) (each of the City and the Redeveloper hereafter sometimes referred to in this Agreement as a “**Party**”, and together as the “**Parties**”)

W I T N E S S E T H:

WHEREAS, the Parties have executed that certain Redevelopment Agreement, dated June 22, 2016 (the “**Redevelopment Agreement**”, and together with this Amendment, the “**Agreement**”); and

WHEREAS, the Parties have determined to enter into this Amendment for the purpose of revising certain sections of the Redevelopment Agreement to permit detached two family homes in the Springwood Avenue Residential Zone subdistrict and to provide an amended Construction Timetable; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto do hereby covenant and agree each with the other as follows:

I. CONSTRUCTION. The foregoing recitals are hereby incorporated in this Amendment by reference as if fully set forth herein at length. All terms not defined herein shall have the meanings set forth in the Redevelopment Agreement. Other than as specifically modified by this Amendment all other terms, conditions and obligations of the Redevelopment Agreement shall remain unmodified and shall remain in full force and effect.

II. PROJECT NAME. The Project name is revised from the “Turf Club” or the “Turf Club Project” to the “Parkview AP”, “Parkview Project” or “Parkview Residences”.

III. PURCHASE AND SALE OF PROPERTY. Article VI, Section 6.4B shall be amended to read as follows:

B. Adoption of a resolution by the City Council authorizing the Sale of the Property which shall occur after Satisfaction of the Contingencies and prior to Closing; and

IV. REDEVELOPMENT PROJECT. Article VII, Section 7.1A shall be amended to read as follows:

7.1 Project, Project Implementation and Project Schedule.

A. **Project.** The Project may be constructed in phases and will consist of approximately twenty (20) high quality 1 and 2 bedroom residential units on 10 individual property lots in accordance with the Plan and applicable Governmental Approvals. A minimum of 20% of the principal units to be constructed will be offered as deed-restricted affordable units which percentage may increase pending the award of additional affordable housing construction subsidies to the Redeveloper. There will be ten (10) one (1) bedroom units of approximately 700-760 square feet, and ten (10) two (2) or three (3) bedroom units of approximately 1,400-1,600 square feet. Prior to submitting to the State and/or recording any Master Deed or by-laws, the same shall be submitted to the City for approval, and subject to reasonable conditions as may be imposed by the City to ensure the provisions of this Section and this Agreement have been included. Additionally, at the closing from the Redeveloper to the final owner on every individual unit, the affordability restrictions required by the HOME program shall be recorded and proof of the same provided to the City, further, this condition shall specifically survive Closing from the City to the Redeveloper.

V. **COMMUNITY INITIATIVES.** Article XI, Section 11.2 shall be amended to read as follows:

11.2 Local Labor and Building Products. Prior to the Commencement of Construction, Redeveloper and/or Owner Entity shall notify the City of an anticipated start date. The Redeveloper and/or Owner Entity shall obtain from **New Jersey Selective Assistance Vendor Information (NJSAVI) and/or the local Workforce Investment Board**, a list of local labor (“**Local Labor**”) and businesses providing local building products (“**Local Building Products**”). In constructing the Project, Redeveloper and/or Owner Entity agrees that it will use best efforts to ensure that a reasonable percentage of its labor force shall be Local Labor. In addition, Redeveloper and/or Owner Entity agree that it will use commercially reasonable efforts to ensure that a reasonable percentage of building materials and supplies for the Project shall be Local Building Products. Best efforts shall include, but not be limited to, the following:

A. Using twenty-five percent (25%) of Local Labor for the Project; provided such Local Labor is available and appropriate for the Project;

B. Using twenty-five percent (25%) of Local Building Products for the Project to the extent such products are reasonably available from vendors at commercially reasonable prices and appropriate to the Project;

C. The Redeveloper and/or Owner Entity shall support and contribute to the City’s and Workforce Investment Board’s efforts if any to host job fairs to publicize opportunities for Local Labor, local contractors, and local building product suppliers.

VI. **PROJECT SCHEDULE.** The Project Schedule, Exhibit B of the Redevelopment Agreement shall be amended with regard to the Phase descriptions as follows:

PHASE I: 8 buildings (3 market rate properties and 1 affordable property, total # of residential units constructed: 8)

PHASE II: 8 buildings (2 market rate properties and 2 affordable properties, total # of residential units constructed: 8)

PHASE III: 4 buildings (2 market rate properties and 1 affordable property, total # of residential units constructed 4)

VII. CONCEPT PLAN. The Concept Plan, Exhibit ___ of the Redevelopment Agreement shall be amended to read as set forth on the attached Schedule A.

VIII. Other than as specifically modified by this Amendment, all other terms and provisions of the Redevelopment Agreement entered into between the Parties are hereby confirmed and ratified in all respects and shall remain in full force and effect.

IX. Any inconsistencies or conflicts between the terms and provisions of the Redevelopment Agreement and the terms and provisions of this Amendment shall be resolved in favor of the terms and provisions of this Amendment.

X. The provisions of this Amendment shall be deemed to be severable. If any provision of this Amendment shall be deemed to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, the same shall be deemed to be severable and shall not affect the validity of any other provision herein

XI. This Amendment may be executed and delivered in any number of counterparts (including by facsimile or by email in portable document format (pdf)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XII. The recitals set forth above are incorporated herein by this reference as if set forth at length.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Redevelopment and Land Disposition Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

Witness or Attest

CITY OF ASBURY PARK

BY: _____

SEAL

Witness

INTERFAITH NEIGHBORS, INC.

Name: _____
Title: _____

BY: _____
Name: _____
Title: _____

Attachment: Asbury Park_ Interfaith Neighbors - Amendment to the Redevelopment Agreement (5) TURF CLUB (2018-24 : Adopting an

SCHEDULE A
EXHIBIT
CONCEPT PLAN



Page 1 of 67

APRIL 2016: Amended Springwood Avenue Redevelopment Plan

Proposed Amendments to the Springwood Avenue Redevelopment Plan

Attachment

New language in **red**, deleted
 language in ~~strikeout~~.
 Amended Springwood Avenue
 Redevelopment Plan



City of Asbury Park
 Monmouth County
 New Jersey

Adopted: FEBRUARY 6, 2008 (Ordinance Number 2862)
 Amended: AUGUST 20, 2014 (Ordinance Number 3076)
 Amended APRIL 13, 2016 (Ordinance Number)

Prepared by: The City of Asbury Park Department of Planning and Redevelopment

The original of this report was signed and sealed in accordance with N.J.S.A. 45:14A-12

Donald B. Sammet, PP/AICP
 Professional Planner License Number 5758

 Michele Alonso, PP/AICP
 Professional Planner License Number 6300

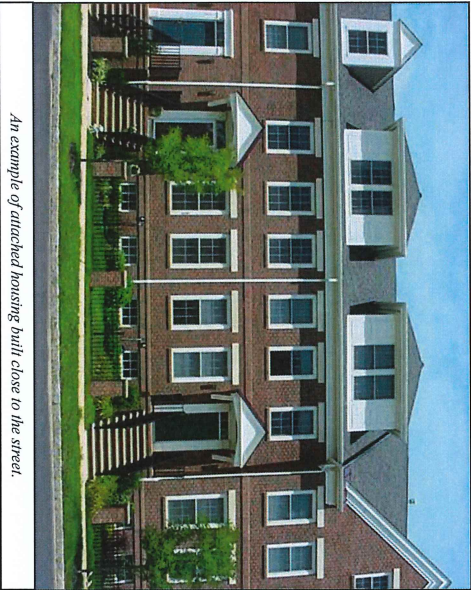
 Page 25 of 67	APRIL 2016: Amended Springwood Avenue Redevelopment Plan
Permitted Principal Uses <u>Ground floor:</u> • Retail sales • Restaurants • Catering Halls and Facilities • Licensed professional or trade schools such as dance and martial arts schools • Recreational services such as a multipurpose children's activity space devoted to learning, recreation and entertainment, which may include related retail sales and no more than four coin operated amusements • Cultural services such as museums and art galleries • Theaters • Health and fitness clubs <u>Second floor:</u> • Community facilities operated by governmental or not-for-profit agencies to performing services deemed to accomplish a public purpose. Such facilities may include meeting rooms, a library, a cultural center, and job training resources and similar services. • Professional and business offices and banks provided that a minimum of 50% of the ground floor area and linear frontage of a structure shall be dedicated to other principal uses permitted in the Springwood Avenue Gateway Zone. • Emergency services such as police, fire and ambulance facilities.	• Child day care facilities. • On property located between Applegate Place and Sylvan Avenue ◦ Residential Uses ◦ Residential support services such as job readiness training, computer and life skills training, enrichment programs for youth, and health and wellness programs ◦ Management offices for commercial and residential redevelopment projects within the Springwood Avenue Redevelopment Area ◦ Other principal uses as permitted within the Gateway Zone • On property fronting Memorial Drive: ◦ Residential units ◦ Artist/Live Work Space ◦ Other principal uses as permitted within the Gateway Zone. ◦ Valer parking on Tax Block 608, Lot 1 <u>Second Floor:</u> • Uses permitted on the ground floor. (Professional and business offices are not subject to the 50% requirements.) • Residential units • On property fronting Memorial Drive: ◦ Artist/Live Work Space <u>Third and Fourth Floors:</u> • On tax block 80 and tax block 104, lot 9: Uses permitted on the ground floor and/or residential uses. (Professional and business offices are not subject to the 50% requirements.) • Other lots: residential uses



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Springwood Avenue Residential Zone

In the Springwood Avenue Residential Zone, a variety of housing types are permitted. The intent is to create a residential district which helps support the new and existing businesses along the avenue, as well as the housing needs of existing Asbury Park residents. Residential development will include a range of affordability levels so that younger and older people, singles and families of all income levels may find homes here.



An example of attached housing built close to the street.

To encourage interaction between the residential uses and those utilizing public space, residential buildings shall be placed close to the street. Front porches are required on all single and two family dwellings. To clearly define the public and private realm, all dwelling units, shall have a clearly defined front yard by the utilization of landscaping or fencing not in excess of 3 feet in height.

To minimize gaps in the street frontage and interruptions to pedestrian mobility, garages and parking areas shall be accessed from rear lanes wherever possible. No garages or parking areas are permitted in front or side yards.

Existing lots will need to be consolidated to meet minimum lot standards in this plan where necessary.

APRIL 2016: Amended Springwood Avenue Redevelopment Plan

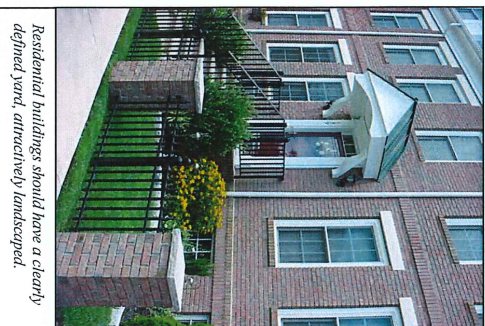
All single family dwelling units shall be deed restricted requiring owner occupancy. All two family dwellings shall include at least one deed restricted unit requiring owner occupancy.

Permitted Principal Uses

- Attached **and detached** two-family dwellings; two family dwelling units can be in separate structures
- Attached **and detached** single-family dwellings.

Permitted Conditional Uses

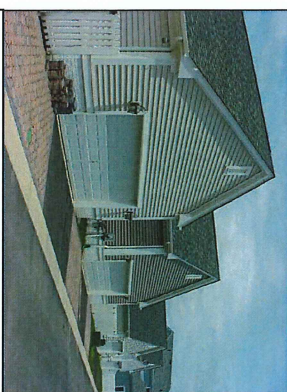
- Multi-family dwellings subject to the following conditions:
 - No wall of a principal building fronting on a street shall exceed 100 feet in length.
 - Shared entries shall be limited to 8 households or less
 - Principal building entries shall be located upon the street upon which the building fronts
 - Building entries shall be emphasized and prominent and create a sense that the user is transitioning from public to semi-public space



Residential buildings should have a clearly defined yard, attractively landscaped.

Permitted Accessory Uses and Structures

- Garages appurtenant to a residential use;
- Minor home occupations pursuant to the conditions and requirements specified in city code section 30-73.10. Proposed minor home occupations that do not meet the conditions and requirements specified may request variance relief from the Planning Board.
- Single family unit above a garage which is accessory to a permitted residential use.**

 Page 28 of 67	APRIL 2016: Amended Springwood Avenue Redevelopment Plan
Structures which are clearly incidental to the principal residential use of the premises. Bulk Standards Maximum Residential Density: 45 dwelling units per acre Lot Size Requirements: Minimum Lot Area for multi-family dwellings: 10,000 square feet Minimum Lot Width for multi-family dwellings: 100 feet Minimum Lot Area for attached single and two family dwellings: 2,400 square feet Minimum Lot Width for attached single and two family dwellings: 24 feet Exceptions for lot sizes for attached single and two family dwellings: The above lot area requirements shall not apply to lots on Block 84.02. However, the lot width shall apply and the lot depths may not be reduced from what is existing. Height and Yard Requirements: <i>Principal Structures</i> Minimum permitted height: 2 stories or 25 22 feet Maximum permitted height: 3 stories or 35 feet Minimum and maximum front yard setback: 10 feet minimum, 15 foot maximum, however, open front porches may extend up to 6 feet into the required minimum front yard setback. Open stairways leading to a front porch or dwelling entry are exempt from the front yard setback requirement Minimum side yard setback: 5 feet for the unattached side for attached buildings. 3 feet for unattached buildings.	Minimum rear yard setback: 20 feet. The rear yard setback should also allow for sufficient space for off-street parking and circulation and landscaped buffers between parking areas and adjoining properties. <i>Accessory Structures</i> All accessory structures and parking areas shall be located in the rear yard. Maximum permitted height: 15 20-feet Minimum side yard setback: 0 feet for one yard and 4 feet for the other yard Minimum rear yard setback: 0 feet Springwood Avenue Park Zone During the preparation of the City Master Plan, the public identified as an issue the “lack of sites for active recreation”. The Master Plan noted that there are essentially only two active recreation areas in the City, the West Side Recreation Area and the High School recreational facilities. According to the Master Plan, “it is apparent that Asbury Park actually has a significant lack of active recreation areas, pocket parks and playgrounds, and that the geographic distribution of parks and open space in the City is uneven.” While existing open space in the southwest corner of the City is clearly an asset to the neighborhood, it remains relatively inaccessible. The Board of Education Facilities have restricted access. The West Side Recreation Area will lose some of the active  The use of lanes to access rear loaded garages such as seen here is the preferred mode of parking for single and two family attached housing in this plan.



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Historically, development along Springwood Avenue did not contain a great deal of off-street parking. However, with increased use of the automobile in the past decades, the provision of adequate off-street parking is necessary to insure that local businesses will be utilized, that developed residential units will be occupied and that adjacent residential neighborhoods will not become overcrowded with on-street parking.

The Springwood Avenue Redevelopment Area is located adjacent to the James J. Howard Transportation Center, a regional mass transit hub containing fixed-rail, and regional and local bus service. The availability of mass transit will help reduce the need for auto dependency along the Avenue.

Off-street parking requirements shall apply to all new buildings, the addition to or expansion of any building, or conversions to other uses which require more off-street parking. The parking regulations contained within the Amended Springwood Avenue Redevelopment Plan offer a variety of approaches for meeting stated parking requirements.

Off-street parking may be provided either within or underneath a building, provided however, that no portion of the off-street parking area shall occupy the Springwood Avenue street frontage of any site. Building frontages along Springwood Avenue shall be occupied by permitted principal uses except that driveways necessary to provide vehicular access to the site may be permitted along the street frontage of a building provided that no one-way driveway shall exceed 15 feet in width and no two-way driveway shall exceed 25 feet in width.

In the Springwood Avenue Residential Zone, parking areas shall be accessed from rear lanes wherever feasible. If a lane is not feasible, the parking area must be located in the rear yard with a driveway running along the side of the house. Shared driveways are recommended to reduce the number of street openings.

Automobile Parking Requirements

APRIL 2016: Amended Springwood Avenue Redevelopment Plan

Use	Parking Requirement
Multi-family dwellings	1 space per one bedroom unit
Attached single family dwellings	1.5 spaces per 2 or more bedroom units
Attached two family dwellings	2 spaces
Affordable housing units	3 spaces
Nightclubs and teen clubs	1 space per unit regardless of unit size
Houses of worship	As per City Code Section 30-76.3.o
Schools	As per City Code Section 30-76.3.p
	1.5 spaces per worker employed or to be employed at any one time
All other non-residential uses	1 space per every 500 square feet of gross floor area

Residential support services providing services for the residents of a development project are exempt from parking requirements due to the proximity of the users.

Bicycle Parking Requirements

According to the 2000 US Census, residents of 2,449 of the 6,754 housing units in Asbury Park do not own a vehicle. In order to accommodate this significant population, many of whom that may use a bicycle as their primary means of transportation, on-site bicycle parking shall be required in the amount of one (1) bicycle parking space (bicycle rack or locker) for every 1,000 square feet of gross floor area of non-residential development. In addition, all multifamily dwellings shall provide accessible accommodations for storing bicycles at a minimum of two bicycles per unit.

Alternatives Approaches to Meeting the Off-Street Parking Requirement

In the Springwood Avenue Gateway Zone and Springwood Avenue Neighborhood Commercial Zone, a shared parking allowance will be made when weekday uses are combined with evening and weekend uses in the same building. The number of off-street parking spaces serving multiple uses on the same lot may be reduced through shared parking arrangements. Shared parking allows for more efficient use of the land, rather than providing dedicated parking spaces for each separate use. Fifty percent (50%) of the parking requirement for the evening and weekend use of the building may be met by the



**Asbury Park, New Jersey
ORDINANCE NO. 2018-25**

**AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY AN EASEMENT OVER
CERTAIN PORTIONS OF THE PUBLIC RIGHT-OF-WAY AREA ADJACENT TO
THE PROPERTY LOCATED AT 545 LAKE AVENUE (TO BE KNOWN AS BLOCK
3105, LOT 4.02).**

WHEREAS, on June 12, 2017, the Asbury Park Planning Board adopted a Resolution memorializing the approval of an application made by Cookman Community Development Urban Renewal, LLC (the “Developer”), for minor subdivision and preliminary and final site plan approval relating to certain development (referenced as the “development project”) of the property located at 545 Lake Avenue, which was formerly part of the property known and designated as Block 3105, Lot 4 on the Official Asbury Park Tax Map (the “Tax Map”) and which will now be known and designated as Block 3105, Lot 4.02 on the Tax Map (the “Property”); and

WHEREAS, the property is located in the Central Business District Redevelopment Area (the “CBD Zone or District”); and

WHEREAS, the above-referenced Resolution of approval contained a condition that any encroachments into any public right-of-way areas (over which the City has jurisdiction) must be approved by the Mayor and Council of the City of Asbury Park (the “City”); and

WHEREAS, the development project includes the construction of a stairway which is proposed to encroach into the public right-of-way area by approximately 55.8 square feet; and

WHEREAS, the development project also includes the construction of a handicap ramp which is proposed to encroach into the public right-of-way area by approximately 124.7 square feet; and

WHEREAS, the encroachments are described in more detail in a legal description prepared by Joseph Mele, PE, PLS, PP, of Dresdner Robin, dated September 28, 2017, a copy of which is attached hereto as Exhibit “A,”; and

WHEREAS, the encroachments are depicted in more detail on a map entitled, “Proposed Franchise Area Plan,” dated September 28, 2017, as prepared by Joseph Mele, PE, PLS, PP, a copy of which is attached hereto as Exhibit “B”; and

WHEREAS, the Developer has requested that the City allow it to develop the property with the encroachments referenced above, and as described and depicted in the attached Exhibits; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the public right-of-way areas on a case-by-case basis; and

WHEREAS, with respect to the within application, the Mayor and Council have determined the following:

- (1) The within proposed encroachments into the public right-of-way shall not interfere with the ability of the public to utilize the sidewalks or other public areas that are adjacent to the proposed development; and
- (2) The encroachments are needed in order to provide for a stairway and handicap ramp to be constructed as part of the development, as well as for the applicant to be compliant with ADA regulations concerning handicap access; and
- (3) The area of the proposed encroachments is de minimus; and
- (4) The combined area of the proposed encroachments is less than the minimum size required for development under the applicable municipal development regulations and is without any capital improvement(s) thereon; and

WHEREAS, as a result, to the extent that the City has jurisdiction over the areas in question and without making any affirmative representations with regard thereto, the Mayor and Council are willing to permit the construction of the stairway and handicap ramp which are proposed to encroach into any public right-of-way areas that are under the City's jurisdiction, as referenced above, and as described and depicted in the attached Exhibits, for the nominal consideration of One Dollar (\$1.00), with the condition that the easement area shall only be used for the stairway and ramp and for no other purpose, and pursuant to the other terms and conditions set forth herein; and

WHEREAS, the purpose of this Ordinance is to confirm said conditional approval and to grant the necessary easement, in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.*; and

WHEREAS, the Mayor and City Council do not wish for the granting of this easement to serve as a precedent for further encroachments into the City's right-of-way areas elsewhere in the City, but rather declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the easement.

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

1. That, to the extent that the City has jurisdiction over the areas in question and without making any affirmative representations with regard thereto, the City, pursuant to the *New Jersey Local Lands and Buildings Law*, N.J.S.A. 40A:12-1, *et seq.*, and specifically N.J.S.A. 40A:12-13(b)(5), hereby authorizes the conveyance of an easement to the applicant, for the nominal consideration of One Dollar (\$1.00), over

- certain portions of the public right-of-way areas that are adjacent to the property, as more particularly described in the legal description attached hereto as Exhibit "A" and as depicted on Exhibit "B," in order to allow for the construction of a stairway and handicap ramp as part of the development project, with the condition that the easement area shall only be used for the stairway and ramp and for no other purpose, and pursuant to the other terms and conditions set forth herein.
2. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, any and all documents that are necessary in order to effectuate the granting of this easement, which documents shall be in a form satisfactory to the City Attorney.
 3. That, following proper execution and notarization of the necessary easement documents, the same shall be recorded with the Monmouth County Clerk's Office.
 4. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Ordinance.
 5. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
 6. 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.
 7. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, CINDY A. DYE, 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. 2018-25 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CINDY A. DYE
CITY CLERK

September 28, 2017

Job No. 10558-001

DEED DESCRIPTION
Proposed Franchise Area
for Lot 4, Block 3105

City of Asbury Park, Monmouth County, New Jersey

**DRESDNER
ROBIN**

LOCATION OF PROPOSED STAIRWAY WITHIN LAKE AVENUE R.O.W.

BEGINNING at a point, said point being along the northerly side of Lake Avenue (75 feet wide R.O.W.), and a distance of 263.00 feet east of the intersection of the easterly line of Emory Street (100 feet wide R.O.W.) and the northerly line of Lake Avenue (75 feet wide R.O.W.) and running, thence;

1. Along said northerly line of Lake Avenue, North 62 degrees 17 minutes 27 seconds East, 10.00 feet, thence;
2. South 27 degrees 42 minutes 33 seconds East, 5.58 feet, thence;
3. South 62 degrees 17 minutes 27 seconds West, 10.00 feet, thence;
4. North 27 degrees 42 minutes 33 seconds West, 5.58 feet to the herein described point and place of BEGINNING.

Containing 55.8 square feet.

LOCATION OF PROPOSED ADA RAMP WITHIN LAKE AVENUE R.O.W.

BEGINNING at a point, said point being along the northerly side of Lake Avenue (75 feet wide R.O.W.), and a distance of 283.12 feet east of the intersection of the easterly line of Emory Street (100 feet wide R.O.W.) and the northerly line of Lake Avenue (75 feet wide R.O.W.) and running, thence;

1. Along said northerly line of Lake Avenue, North 62 degrees 17 minutes 27 seconds East, 21.81 feet, thence;
2. South 27 degrees 42 minutes 33 seconds East, 5.72 feet, thence;
3. South 62 degrees 17 minutes 27 seconds West, 21.81 feet, thence;
4. North 27 degrees 42 minutes 33 seconds West, 5.72 feet to the herein described point and place of BEGINNING.

Containing 124.7 square feet.

This description was prepared in accordance with a map titled, "Proposed Franchise Area Plan, Exhibit A-1 for Lot 4, Block 3105, City of Asbury Park, Monmouth County, New Jersey", dated September 19, 2017, prepared by Dresdner Robin.

for Mele 9-28-2017

Joseph Mele, PE, PLS, PP Date
Professional Engineer and Land Surveyor
N.J. License Number 04323900

Engineering
Environmental
Planning
Land Survey
Landscape
Architecture
Real Estate
Consulting

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Fax: 201.217.9607

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732.988.7032 FAX

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856.488.6200
856.488.4302 FAX

55 Lane Road
Suite 220
Fairfield, NJ 07004
973.696.2600
973.696.1362 FAX

DresdnerRobin.com



DESCRIPTION OF PROPOSED FRANCHISE AREAS:

- 1. N 62° 17' 27" E 10.00
- 2. S 27° 42' 33" E 5.58
- 3. S 62° 17' 27" W 10.00
- 4. N 27° 42' 33" W 5.58
- 5. N 62° 17' 27" E 21.81
- 6. S 27° 42' 33" E 5.72
- 7. S 62° 17' 27" W 21.81
- 8. N 27° 42' 33" W 5.72

REFERENCES:

- 1. BOUNDARY AND EXISTING CONDITIONS BASED ON MAP TITLED "BOUNDARY AND TOPOGRAPHIC SURVEY, TAX LOT 4, TAX BLOCK 3105, CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY" PREPARED BY GTS CONSULTANTS, DATED 4/9/2015.
- 2. ARCHITECTURAL DRAWINGS TITLED, "545 LAKE AVENUE, PROPOSED RESIDENTIAL DEVELOPMENT, ASBURY PARK, NJ 07712", PREPARED BY JOSE CARBALLO ARCHITECTURAL GROUP, DATED 4/11/2017.



Joseph Mele 9-28-2017
JOSEPH MELE
PROFESSIONAL ENGINEER & LAND SURVEYOR
NJ LICENSE NUMBER 24GB04323900

DRAWING NAME:

PROPOSED FRANCHISE AREA PLAN
EXHIBIT A-1

DRWN BY: JPL

SCALE: 1"=50'

DATE: 9-19-2017

JOB No: 10558-001

DRWG No: A-1

SHEET 1 OF 1

PROJECT:

545 LAKE AVENUE

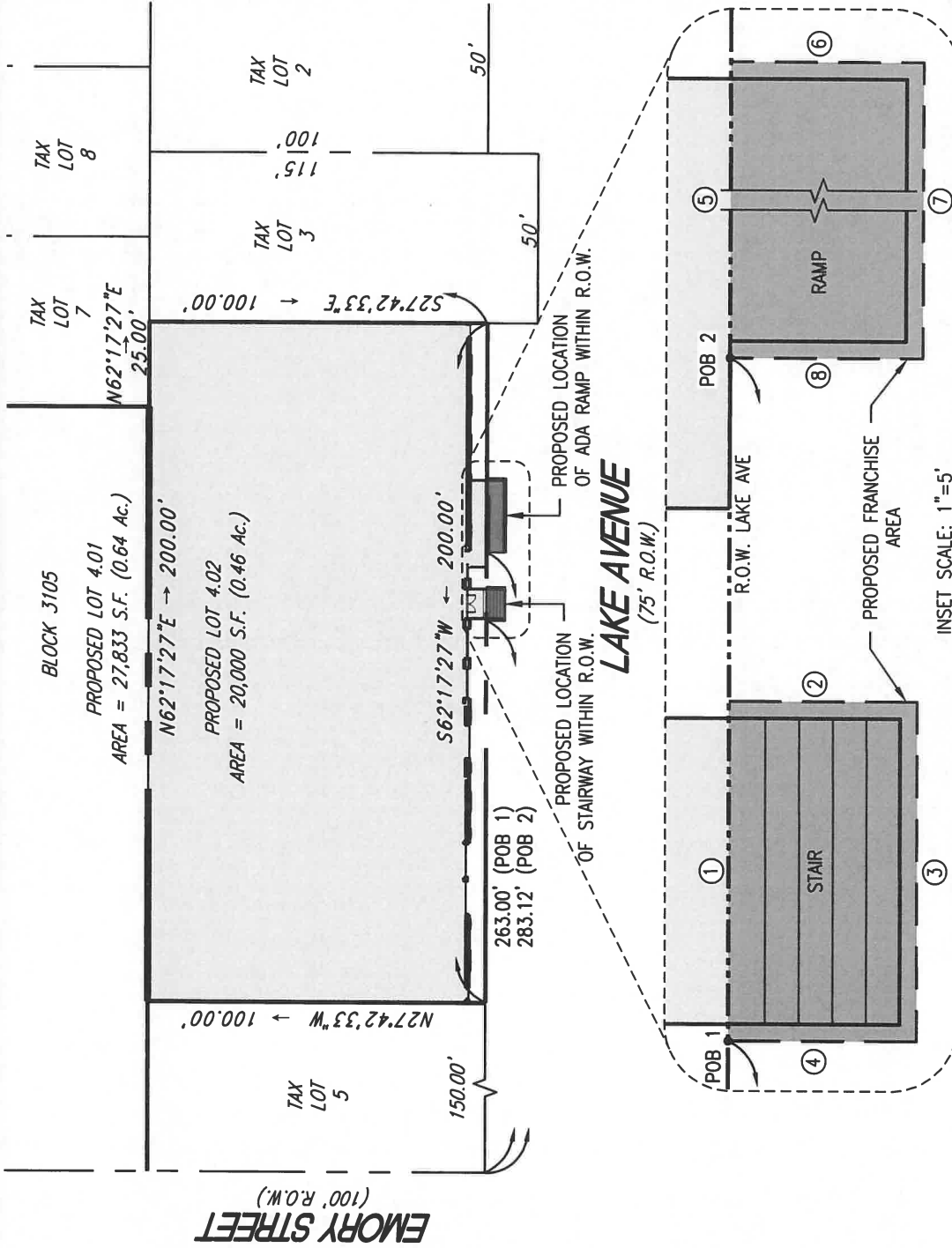
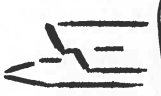
LOCATION:

545 LAKE AVENUE
BLOCK 3105, LOT 4
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

OWNER/APPLICANT:

COOKMAN COMMUNITY
DEVELOPMENT URBAN
RENEWAL, LLC
165 W 73RD STREET
NEW YORK, NY 10023

DRESDNER ROBIN
Engineering, Environmental, Planning, Surveying and Landscape Architecture
1 EVERTRUST PLAZA, SUITE 901
JERSEY CITY, NJ 07302
T: 201 217 9200 F: 201 217 9607





**Asbury Park, New Jersey
ORDINANCE NO. 2018-26**

AN ORDINANCE AMENDING ORDINANCE 2015-13 OF THE CITY OF ASBURY PARK, AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO SPECIAL ASSESSMENT AGREEMENT IN CONNECTION WITH THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS ON BLOCK 4104, LOTS 3-7, 10 & 11 WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA

WHEREAS, on May 13, 2015, the City adopted Ordinance 2015-13 entitled “**AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS ON BLOCK 4104, LOTS 3-7, 10 & 11 WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHING A MECHANISM FOR PAYMENT OF THE COST THEREOF**” (the “**Initial Ordinance**”), which in part authorized the execution of a Special Assessment Agreement dated January 5, 2016 (the “**Initial Agreement**”); and

WHEREAS, the parties to the Initial Agreement wish to authorize an amendment thereto (the “**First Amendment**”) in order to increase the amount of the Unpledged Portion of the Special Assessment, as defined therein, due thereunder, subject to its terms, and to make certain other changes to the Initial Agreement in connection therewith,

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The defined terms set forth in the recitals contained in this ordinance are incorporated by reference as if set forth at length herein, and all capitalized terms not defined herein shall be ascribed the meaning given to such terms in the Initial Ordinance.

Section 2. The Mayor is hereby authorized and directed to execute the First Amendment in substantially the form attached hereto as Exhibit A, together with such changes, modifications or revisions as may be necessary or appropriate in consultation with the City’s redevelopment counsel. The City Clerk is hereby authorized and directed to attest to the signature of the Mayor and to affix the corporate seal of the City upon the First Amendment.

Section 3. Except as expressly modified herein, the Initial Ordinance and the Initial Agreement remain in full force and effect and binding in accordance with their terms.

Section 4. If any one or more of the provisions herein contained shall be held to be illegal or invalid in a final proceeding, then such provisions shall be null and void and shall be deemed separable from the remaining provisions of this ordinance and shall in no way affect the validity of any of the other provisions hereof.

Section 5. This ordinance shall take effect as provided by law.

I, CINDY A. DYE, 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. 2018-26 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-16**

**AUTHORIZING A LEASE AGREEMENT FOR FIRE EQUIPMENT STORAGE AT 801
MAIN STREET**

WHEREAS, the Asbury Park Fire Department previously stored vehicles at the JCP&L property in Allenhurst; and

WHEREAS, JCP&L has sold this property and the City of Asbury Park (also referenced as the “City”) is required to vacate its equipment from that location; and

WHEREAS, the City must obtain an alternate storage area for its vehicles; and

WHEREAS, the owner of 801 Main Street, more commonly known and designated as Block 2601, Lot 5 on the City’s Tax Map (also referenced as the “Property”), has been approached and is interested in leasing space to the City on the Property for vehicle storage; and

WHEREAS, the parties have negotiated terms and conditions related to this undertaking; and

WHEREAS, the cost of leasing said space at the Property is one thousand two hundred fifty dollars and zero cents (\$1,250.00) monthly, or fifteen thousand and zero cents (\$15,000.00) annually; and

WHEREAS, the CFO has certified the availability of funds in account 08-01-25-265-000-218 for this purpose; and

WHEREAS, a municipality may, through the adoption of an ordinance, acquire any real property or any interest or estate therein, or any buildings or other capital improvements, as may be necessary and suitable for the performance of its functions and the conduct of public business pursuant to the New Jersey “Local Lands and Buildings Law,” N.J.S.A. 40A:12-1, *et seq.*; and

WHEREAS, the governing body of the City of Asbury Park now wishes to authorize the City to enter into a lease agreement, which shall be in a form which meets with the approval of the City Manager and City Attorney, with the owner of 801 Main Street (Peet Hein, Inc.) for vehicle storage at the Property; and

WHEREAS, the City Manager is hereby authorized to sign any and all paperwork to complete the lease agreement referenced herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and

Council of the City of Asbury Park, Monmouth County, in the State of New Jersey, that the City is hereby authorized to enter into a lease agreement, which shall be in a form which meets with the approval of the City Manager and City Attorney, with the owner of 801 Main Street (Peet Hein, Inc.) for vehicle storage at the Property, and the City Manager is hereby authorized to sign, and the City Clerk to attest, any and all paperwork associated with the entering into the said lease agreement.

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, CINDY A. DYE, 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. 2018-16 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-17**

**AN ORDINANCE AMENDING CHAPTER 5 BEACH, BOARDWALK AND
BEACHFRONT REGULATIONS**

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 Chapter V “Beach, Boardwalk and Beachfront Regulations” of the “Code of the City of Asbury Park, New Jersey is hereby amended:

**CHAPTER V
“BEACH, BOARDWALK AND BEACHFRONT REGULATIONS”**

5-4.9 BICYCLES, SKATEBOARDS, AND ROLLERBLADES

No person shall ride and/or use a bicycle, skateboard, rollerskates, sled, toboggan, and/or similar items, on the boardwalk or any of the arcades, public walks, ramps and public sidewalks adjacent thereto or any portion of the beachfront, except that bicycle riding shall be permitted between the hours of 12:00 a.m. and 10:00 a.m.~~12:00 noon~~. No bicycle riding shall, however, be permitted at any time on any portion of the boardwalk located north of Sixth Avenue.

(NEW SECTION)

5-4.23 ENFORCEMENT

The provisions set forth in this Chapter shall be enforced by the Asbury Park Police. Failure to comply with any of the rules and regulations set forth in this section may result in the issuance of a summons.

Fines shall be based upon the penalties found in 1-5 GENERAL PENALTY

I, CINDY A. DYE, 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. 2018-17 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-18**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING TRAFFIC AND
PARKING REGULATIONS CHAPTER VII**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning metered and permit parking 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 Parking Committee; 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 parking 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 and supplemented as attached as Exhibit A.

I, CINDY A. DYE, 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. 2018-18 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CINDY A. DYE
CITY CLERK

EXHIBIT A

Deletions are denoted as strikethrough and additions are underlined.

7-41.3 On-Street Metered Parking Schedules; Rates and Regulations.**a. On-Street Metered Parking.**

The following regulations governing on-street metered parking, parking rates, time limits, and permit parking as set forth in the On-Street Metered Parking Schedule and the On-Street Metered Parking Rate Schedule are hereby approved and adopted for use within the City. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

On-Street Metered Parking Schedule (Subsection 7-41.3,a)							
Street Name	From	To	Metered Parking Duration	Time Limit	Employee Passes Allowed	Residential Permits	Event Passes Allowed
<u>Webb Street</u>	<u>Sunset Avenue</u>	<u>Deal Lake Drive</u>	<u>9:00 am – 2:00 am</u>	<u>No Limit</u>	<u>No</u>	<u>Yes - Zone restricted</u>	<u>Yes</u>

7-41.5 Residential and Employee Permit Schedules, Fees and Regulations.

Residential and Employee Permits can be purchased by residents and employees, respectively, for parking in the following designated zones:

Zone	Street Name	From	To	Side	Permit Parking Duration	Employee Passes Allowed	Residential Permits Allowed
<u>Zone 1</u>	<u>Webb Street</u>	<u>Sunset Avenue</u>	<u>Deal Lake Drive</u>	<u>Both</u>	<u>All Times (Residential)</u>	<u>No</u>	<u>Yes - Zone restricted</u>



**Asbury Park, New Jersey
ORDINANCE NO. 2018-19**

**AN ORDINANCE ESTABLISHING NEW RESTRICTIONS RELATED TO
PROHIBITED PARKING DURING CERTAIN HOURS ON THIRD AVENUE, AND
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 Third Avenue which is adjacent to the proposed Charter School; and

WHEREAS, on March 16, 2018, the Director of Planning and Redevelopment, along with representatives of the applicant, appeared before the Mayor and Council during the “Workshop” Session of the regularly scheduled City Council meeting, and presented this request to the Governing Body; 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 Third 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>
Alley	All	7:45 a.m. to 9:15 a.m. and 2:00 p.m. to 3:15 p.m.	Between Comstock Street and Pine Street adjacent to Bradley School
Third Avenue	South	7:45 p.m. to 3:15 p.m.	Comstock Street west to Pine Street
Grand Avenue and Sewall Avenue	West	8:30 a.m. to 9:30 a.m. and 2:30 p.m. to 3:30 p.m.	Beginning at a point 25 feet north of the northwest corner of Grand Avenue and Sewall Avenue and extending north 65 feet along with west curb line
Grand Avenue and Monroe Avenue	West	7:00 a.m. to 8:30 a.m. and 2:30 p.m. to 3:30 p.m.	Beginning at a point 25 feet north of the northwest corner of Grand Avenue and Monroe Avenue and extending north 148 feet along with west curb line
<u>Third Avenue</u>	<u>South</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 west of the Southwest corner of Third Avenue and Grand Avenue, and extending in a westerly direction to a point 185 feet west 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, CINDY A. DYE, 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. 2018-19 which was finally adopted by the City Council at a meeting held on the 25th day of April, 2018

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, April 25, 2018
WORK SESSION

Announcement by the City Clerk

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	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 6:00 PM.

Proclamation Declaring Danny DeVito Day as April 28

This proclamation will be presented at an outside event.

Proclamation Recognizing Arbor Day

The City Council issued a proclamation recognizing Arbor Day.

City Manager's Report on Issues Raised at Prior Council Meeting(s)

City Manager Capabianco had no prior issues to discuss.

Special Event Applications

Leesha Floyd reviewed the special events applications with the City Council.

Review of Agenda Items for April 25, 2018 Regular Meeting

City Manager Capabianco reviewed the Council meeting agenda with the City Council.

Matters from City Council

Council Member Chapman stated that there is a meet and greet for the Asbury Park Little League on Thursday, from 5-6:30 p.m. at the The Esplandade Condo.

Council Member Clayton thanked everyone who participated in the Green Expo and the Rodeo for Recreation. On May 5 the Asbury Park High School NJPAC will come with dance program for both adults and children hosted by the Alvin Alley Dance School. Dance lessons will be provided. The hours are from 9 a.m. to 3 p.m. There will also be a book give-a-way.

Council Member Kendle congratulated all for a great Rodeo for Recreation. He spoke about the passing of Ellis Neil and all the great volunteering efforts he has done for the City.

Deputy Mayor Quinn stated that this weekend is the Asbury Park Music and Film festival. She requested that the City Manager make sure the City is prepared for Cinco de Mayo.

Mayor Moor questioned about the closing of a City owned property. On May 5 the Mayor's Wellness Committee will be holding Zumba at the Pool at the Boys Club from 11-12 p.m. He thanked the Asbury Park Fishing Club for the annual Carpe Contest this past Sunday. He also thanked the Deal Lake Commission for their participation. Rodeo for Recreation was a great success.

Matters from City Manager

City Manager Capabianco had no matters.

Matters from City Attorney

City Attorney Raffetto had no matters to discuss.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, April 25, 2018
REGULAR MEETING

Executive Session - 4:00 p.m.

2018-154 Resolution Authorizing a meeting which excludes the public

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

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	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to open the meeting to the public. All were in favor.

The following members of the public spoke: Andie Donahue, Robert Weiner, Matthew Welling, Jenny Lockman, Tim Clayton, Annette Hurrell, Felicia Simmons, Jerry Scarano, Curtis Moreland, Randy Thompson,

Motion made by Council Member Clayton and seconded by Council Member Chapman to close the meeting to the public. All were in favor.

MINUTES

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

1. Executive Minutes of Apr 11, 2018 4:00 PM
2. Municipal Council - Work Session - Apr 11, 2018 6:00 PM
3. Municipal Council - Regular Meeting - Apr 11, 2018 7:00 PM

CEREMONIAL RESOLUTIONS

2018-175 Resolution Recognizing April as Get Yourself Tested Month

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

ADOPTION OF THE 2018 MUNICIPAL BUDGET

2018-141 Adoption of the 2018 Municipal Budget

RESULT:	TABLED [UNANIMOUS]
	Next: 5/9/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-155 Resolution to Amend the 2018 Calendar Year Budget

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

CONSENT AGENDA RESOLUTIONS

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

2018-156 Resolution Special Event Applications

2018-157 Resolution Amending Temporary Budget Appropriations for 2018 Budget

- 2018-158 Resolution Supporting the Click It or Ticket Mobilization of May 14 – June 3, 2018
- 2018-159 Resolution to Credit Sewer Account Block 1905 Lot 16 1319 Asbury Avenue
- 2018-160 Resolution to Credit Sewer Account Block 3104 Lot 1 300 Emory/ Cookman Avenue & Bangs; 531 Cookman Avenue
- 2018-161 Resolution Approving Award of Contract for Regional Contribution Agreement Project (1113 Monroe Ave.)

INDIVIDUAL RESOLUTIONS

- 2018-152 Resolution of The Mayor And City Council of The City of Asbury Park Designating Interfaith Neighbors, Inc. as Redeveloper of the Parcel known as 1276 Washington Avenue (Block 1403, Lot 10) In The Washington Avenue Redevelopment Area and Approving a Redeveloper Agreement by and between The City And Interfaith Neighbors

An amendment was made to the time on closing on the property from 24 months to 4 months.

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

- 2018-162 Resolution Approving Payment of Bills

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

- 2018-163 Resolution Authorizing In Rem Foreclosure Proceedings Relating To Certain Real Properties Located Within The City Of Asbury Park, New Jersey

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

- 2018-164 Resolution Creating a Smoke Free Beach Policy

RESULT:	ADOPTED [3 TO 2]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Jesse Kendle, Amy Quinn

- 2018-165 Resolution Authorizing an Appointment to the Housing Authority

The members who are being reappointed are: Angeline Brown, term expired 4/30/2023; Frank Syphax, term expired 4/30/2023 and Charlotte Wise , term expired 4/30/2023.

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

2018-166 A Resolution to Permit the Asbury Park Fire Department to Apply for the FY 2017 Safer Grant

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

2018-167 Awarding of a Contract to Millennium Communications Group for Security Cameras

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

2018-168 Authorizing a Professional Services Contract to T&M Associates to Perform Services for Intersection Improvements at Grand and Fifth Avenue

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

2018-169 Resolution Authorizing the Purchase of an SUV for the Construction Department

RESULT:	ADOPTED [3 TO 2]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Jesse Kendle, Amy Quinn

2018-170 Resolution Authorizing the Purchase of SUV for Code Enforcement

RESULT:	ADOPTED [3 TO 2]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Jesse Kendle, Amy Quinn

2018-171 Resolution Authorizing to Purchase Parking Pay Stations

RESULT:	ADOPTED [3 TO 2]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Yvonne Clayton, Amy Quinn, John Moor
NAYS:	Eileen Chapman, Jesse Kendle

2018-172 Resolution Awarding Contract for the Installation of Electric Vehicle Infrastructure and Services

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

2018-173 Resolution Awarding of a Contract to Nichem Company for Carbon Media Replacement

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

2018-174 A Resolution of The Mayor and Council of The City of Asbury Park, Acting As The Redevelopment Entity, Approving and Authorizing an Amendment To an Agreement with Interfaith Neighbors, Inc. regarding the Redevelopment of Certain Properties within The Springwood Avenue Redevelopment Area.

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

ORDINANCES

Introduction

2018-22 Ordinance of the City of Asbury Park Amending Chapter VIII Establishing Article III: “Jitneys”

The Council wishes to amend the ordinance to provide that final approval of the routes must be approved by the City Council. The routes must be submitted by January 15 of each year.

Public hearing is scheduled for May 23, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/23/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-23 Ordinance of the City of Asbury Park Amending Traffic And Parking Regulations Chapter VII

Public hearing is scheduled for May 23, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/23/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-24 Ordinance of the City of Asbury Park Adopting an Amendment to the Springwood Avenue Redevelopment Plan

Public hearing is scheduled for May 23, 2018.

RESULT:	INTRODUCED [4 TO 1]
	Next: 5/23/2018 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2018-25 Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Public Right-Of-Way Area Adjacent To the Property Located At 545 Lake Avenue (To Be Known As Block 3105, Lot 4.02).

Public hearing is scheduled for May 23, 2018.

RESULT:	INTRODUCED [4 TO 1]
	Next: 5/23/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Eileen Chapman, Jesse Kendle, Amy Quinn, John Moor
NAYS:	Yvonne Clayton

2018-26 An Ordinance Amending Ordinance 2015-13 of the City of Asbury Park, Authorizing the Execution of a First Amendment to Special Assessment Agreement in Connection with the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and other Infrastructure Improvements on Block 4104, Lots 3-7, 10 & 11 within the Asbury Park Waterfront Redevelopment Area

Public hearing is scheduled for May 9, 2018.

RESULT:	INTRODUCED [4 TO 1]
	Next: 5/9/2018 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
NAYS:	Amy Quinn

Second Reading/Public Hearing

2018-16 Authorizing a Lease Agreement for Fire Equipment Storage at 801 Main Street

Motion made by Council Member Chapman and seconded by Deputy Mayor Quinn to open the Ordinance to the public.

No one from the public spoke.

Motion made by Council Member Kendle and seconded by Council Member Chapman to close the Ordinance to the public.

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

2018-17 An Ordinance Amending Chapter 5 Beach, Boardwalk and Beachfront Regulations

Motion made by Council Member Clayton and seconded by Council Member Chapman to open the Ordinance to the public.

The following members of the public spoke: Felicia Simmons

Motion made by Council Member Clayton and seconded by Council Member Chapman to close the Ordinance to the public.

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

2018-18 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations
Chapter VII

Motion made by Council Member Chapman and seconded by Deputy Mayor Quinn to open the Ordinance to the public.

No one from the public spoke.

Motion made by Council Member Clayton and seconded by Council Member Chapman to close the Ordinance to the public

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

2018-19 An Ordinance Establishing New Restrictions Related to Prohibited Parking During Certain Hours on Third Avenue, and 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

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to open the Ordinance to the public.

No one from the public spoke.

Motion made by Council Member Kendle and seconded by Council Member Chapman to close the Ordinance to the public

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

ADJOURNMENT

The meeting was adjourned at 8:00 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk