



Agenda
Meeting of the Municipal Council
Wednesday, May 24, 2017
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 3, 2017, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items for Review:

- A. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- B. Special Event Applications
- C. Review of Agenda Items for May 24, 2017 Regular Meeting
- D. Matters from City Council
- E. Matters from City Manager
- F. Matters from City Attorney
- G. Regular Meeting begins at 7 p.m.



Agenda
Meeting of the Municipal Council
Wednesday, May 24, 2017
REGULAR MEETING 7:00 PM

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

2017-169 Resolution Authorizing a Meeting which Excludes the Public

A. Contract Negotiations

1. Asbury Parnters/iStar - Parking Agreements
2. Michael's Development Group

B. Potential Litigation

1. Affordable Housing - 3rd Round COAH Obligations
2. City of Asbury Park v. Asbury Parnters, LLC (iStar)
3. Springwood Avenue Park Construction
4. State of New Jersey v. The Asbury Hotel, et als (noise violations)

C. Acquisition of Property

1. Monmouth County Conceptual Plan

II. Workshop Meeting - 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 3, 2017, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Executive Session Minutes of May 10, 2017 4:00 PM
- Municipal Council - Work Session - May 10, 2017 6:00 PM
- Municipal Council - Regular Meeting - May 10, 2017 7:00 PM

G. 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.

2017-170 Resolution Approving Special Event Applications

2017-171 Resolution Amending Temporary Budget Appropriations for 2017 Budget

2017-172 Appointing Cleary Giacobbe Alfieri Jacobs, LLC, to Serve as Conflict Municipal Attorney for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

H. Individual Resolutions

2017-173 Resolution Approving Payment of Bills

2017-174 Resolution Authorizing the Cancellation and Refund of Interest and Penalty with Respect to Block 4104, Lot 13

2017-175 Resolution Authorizing Change Order #5 for Springwood Avenue Park professional services

2017-176 Resolution Approving Contract Amendment for T&M Associations for the Outfall Difusser Repair Project

2017-177 Amending Resolution 2017-150 Authorizing Purchase of Three Police Cars

2017-178 Authorizing the City of Asbury Park to Transfer Title to Property Located at 129 De Witt Avenue (Block 1005, Lot 1) to West Side Community Center, Inc.

2017-179 A Resolution of the Mayor and Council of the City of Asbury Park, Acting as the Waterfront Redevelopment Entity, Permitting the Removal of Five (5) On-Street Parking Spaces and Granting a Revocable License to Permit the Installation of Bike Racks, Benches and Trash Receptacles in Areas of the City Right-Of-Way on Fourth Avenue Adjacent to Block 4104, Lots 7, 8 and 9, Commonly Known As 209 Fourth Avenue in Connection with the Asbury Lanes Project

2017-180 A Resolution of the Mayor and City Council of the City of Asbury Park Authorizing the Second Amendment to the Redevelopment and Land Disposition Agreement with the Michaels Development Company I, L.P.,

as Redeveloper of Certain Parcels Located within the City's Springwood Avenue Redevelopment Area

- 2017-181 Authorizing City Attorney to pursue liquidated damages and cost recovery against J.E. Hannon, Inc. (Bird Construction)
- 2017-182 Authorizing City Attorney to pursue liquidated damages against Down to Earth Landscaping Inc.
- 2017-183 Resolution Rescinding Resolution 2015-324 and Supporting an Evaluation Period for a Proposed Road Diet for Route 71
- 2017-184 Resolution Authorizing City Manager to sign NJDPE Treatment Works Applications

I. Ordinances

1. Introduction

- 2017-24 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations Chapter VII Section XX

2. Second Reading/Public Hearing

- 2017-21 Ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City") Providing for a Special Emergency Appropriation in an Amount not to Exceed \$370,000 to Fund Contractually Required Severance Liabilities Resulting from the Retirement of Employees
- 2017-22 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2910 (which Provides for Sanitary and Storm Sewer Improvements) heretofore Finally Adopted by the City Council of the City Of Asbury Park, in the County of Monmouth, State of New Jersey, on June 3, 2009, to Amend the Description Set Forth Therein
- 2017-23 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 1003 Bond Street (Block 2703, Lot 2, f/k/a Block 167, Lot 1.02)

J. Adjournment

**RESOLUTION NO. 2017-169****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 May 24, 2017 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. Asbury Partners/iStar – Parking Agreements
2. Michael's Development Group

B. Potential Litigation:

1. Affordable Housing – 3rd Round COAH Obligations
2. City of Asbury Park v. Asbury Partners, LLC (iStar)
3. Springwood Avenue Park Construction
4. State of New Jersey v. The Asbury Hotel, et als (noise violations)

C. Acquisition of Property:

1. Monmouth County Conceptual Plan

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, May 10, 2017
WORK SESSION

Announcement by the City Clerk

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Absent	
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.

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

City Manager Capabianco stated that there were no outstanding issues.

Special Event Applications

Leesha Floyd reviewed the special event applications with the Council.

Review of Agenda Items for May 10, 2017 Regular Meeting

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

Matters from City Council

Council Member Clayton stated that on Saturday the Chamber of Commerce and Madison Marquette are sponsoring a family kite day from 11 am -4 pm at the 6th Ave. beach. There will be public meetings on May 15 at the Senior Center and May 16 at City Council chambers to discuss workforce development. The City is looking for public comment and participation. Members of Council participated in a March this past Saturday commemorating Keona Reeves. This is not a closed case and if anyone knows any information please contact the police department.

Council Member Kendle wished everyone a Mother's Day.

Deputy Mayor Quinn stated that members of the City Council participated NJ Aids Walk sponsored by The Center. On Friday there was a pink prom event at the Hotel Tides, which raised money for several organizations within the City.

Mayo Moor requested that the workforce development meetings be highly publicized.

Matters from City Manager

City Manager Capabianco stated that we will be hiring a new code enforcement officer. The City will possibly hire one full time and one part time employee.

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 Acceptance: Minutes of May 10, 2017 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, May 10, 2017
REGULAR MEETING

Executive Session - 4:00 p.m.

2017-154 Authorizing a meeting which excludes the public

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

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Absent	
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

The following members of the public spoke: Robert Weiner, Marty Bradshaw, Tracy Rogers, Rita Marano, Jerry Scarano and Felicia Simmons.

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

MINUTES

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

1. Executive Session Minutes of Apr 26, 2017 5:00 PM

2. Municipal Council - Work Session - Apr 26, 2017 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Apr 26, 2017 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2017-155 Resolution Approving Special Event Applications

2017-156 Award of Contract for Regional Contribution Agreement Project (1215 Summerfield Avenue)

2017-157 Resolution authorizing the municipal Tax Collector to prepare and mail estimated tax bills in accordance with P.L. 994, c. 72

INDIVIDUAL RESOLUTIONS

2017-158 Resolution Amending Temporary Budget Appropriations for 2017 Budget

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

2017-159 Resolution Authorizing the Payment of Bills

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

2017-160 Resolution Authorizing the Issuance of Not to Exceed \$7,000,000 Tax Anticipation Notes of 2017 of the City of Asbury Park, in the County of Monmouth, State of New Jersey

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

2017-161 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey, Authorizing Compensation Payment to Anthony Salerno upon his Separation of Employment

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

2017-162 Authorizing a Contract for an Extended Warranty for the Existing Parking Meters

RESULT:	ADOPTED [3 TO 1]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor
ABSENT:	Eileen Chapman

2017-163 A Resolution of the Mayor and Council of the City of Asbury Park, Acting as the Redevelopment Entity, Authorizing a Lease Agreement with Asbury Partners LLC for the Installation of Temporary Restroom Trailers on Identified Property within the Waterfront Redevelopment Area

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

2017-164 Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure Vendors to Operate a Concession Involving the Rental of Stand-Up Paddle Boards, Kayaks, and/or other Recreational Devices to the Public in a Designated Area of the Deal Lake

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

2017-165 Resolution Appointing City Public Defender

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

2017-166 Resolution Appointing City Code Enforcement Prosecutor

Minutes Acceptance: Minutes of May 10, 2017 7:00 PM (Minutes)

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

2017-167 Resolution Appointing Alternate City Prosecutor

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

2017-168 Resolution Appointing City Prosecutor

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

ORDINANCES

Introduction

2017-21 Ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City") Providing for a Special Emergency Appropriation in an Amount not to Exceed \$370,000 to Fund Contractually Required Severance Liabilities Resulting from the Retirement of Employees

Public hearing for Ordinance 2017-21 is scheduled for May 24, 2017.

RESULT: INTRODUCED [3 TO 1]
Next: 5/24/2017 7:00 PM
MOVER: Amy Quinn, Deputy Mayor
SECONDER: Yvonne Clayton, Councilmember
AYES: Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS: John Moor
ABSENT: Eileen Chapman

2017-22 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2910 (which Provides for Sanitary and Storm Sewer Improvements) heretofore Finally Adopted by the City Council of the City Of Asbury Park, in the County of Monmouth, State of New Jersey, on June 3, 2009, to Amend the Description Set Forth Therein

City Manager Capabianco explained the ordinance to the City Council.

Public hearing for Ordinance 2017-21 is scheduled for May 24, 2017.

RESULT:	INTRODUCED [3 TO 1]
	Next: 5/24/2017 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Yvonne Clayton, Amy Quinn, John Moor
NAYS:	Jesse Kendle
ABSENT:	Eileen Chapman

2017-23 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 1003 Bond Street (Block 2703, Lot 2, f/k/a Block 167, Lot 1.02)

Public hearing for Ordinance 2017-21 is scheduled for May 24, 2017.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/24/2017 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

Adoption/Public Hearing

2017-18 Ordinance Amending City of Asbury Park's Land Development Regulations, Chapter XXX, Specifically Amending Accessory Uses for the LI Zone and Prohibiting Commercial Drive-thrus in the B-2 Zone

Motion made by Deputy Mayor Quinn and seconded by Mayor Moor to open Ordinance 2017-18 to the public.

No one from the public spoke.

Motion made by Deputy Mayor Quinn and seconded by Council Member Clayton to close Ordinance 2017-18 to the public.

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

ADJOURNMENT

The meeting was adjourned at 7:40 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



RESOLUTION NO. 2017-170

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

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on May 24, 2017 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Drink Pink
2. Universal African Heritage and Arts Festival
3. Survival Beach
4. TEDx JNJ
5. Second Baptist Church Community Day-amended application

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. 2017-170 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2017

CERTIFIED BY ME THIS 25th DAY OF May, 2017.

CINDY A. DYE
CITY CLERK

*Application Amended: Applicant is requesting to hang a banner advertising event at Springwood Park beginning June 10th.

SPECIAL EVENTS

PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: Second Baptist Church Community Day

DATE(S): 6/17/17 Rain Date: _____

HOURS OF EVENT: From 10:00 AM To: 4:00 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Ave Park

Name of Applicant/Organization: Second Baptist Church of Asbury Park

Address: 124 Atkins Ave Asbury Park N.J.

Contact: Tim Harris Phone: 732-890-6960

Fax: _____ Email: _____

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: NJ 3-007-833/000

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Community day for residents. Will provide lunch, clothing giveaway, activities for children, info. on church events, such as Vacation Bible School, etc.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:

Park will be cleaned by church members afterward. All activities will be restricted to the park area and supervised by church members

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:

None

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Tim Harris
Signature of Applicant

2/10/17
Date

Timothy Harris - Trustee Second Baptist Church of A.P.
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____



RESOLUTION NO. 2017-171

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2017 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 2017 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 2017 be adopted and a certified copy of this resolution be provided to the City'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:		
Finance Other Expenses	\$70,000.00	\$95,000.00
Sewer Operating Fund:		
Sewer Utility Other Expenses	2,207,114.81	2,275,000.00

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. 2017-171 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2017

CERTIFIED BY ME THIS 25th DAY OF May, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-172

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

APPOINTING CLEARY GIACOBBE ALFIERI JACOBS, LLC, TO SERVE AS CONFLICT MUNICIPAL ATTORNEY FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) duly advertised for Request for Qualifications for Municipal Attorney on December 22, 2016, through a “fair and open” process; and

WHEREAS, four (4) firms submitted proposals, including Cleary Giacobbe Alfieri Jacobs, LLC; and

WHEREAS, the Mayor and Council have determined to appoint Cleary Giacobbe Alfieri Jacobs, LLC, to serve as Special Counsel to the City for 2017, for specific matters as directed by the City; and

WHEREAS, Resolution 2017-44 originally appointed Cleary Giacobbe Alfieri Jacobs, LLC as 'Conflict Attorney' but, in accordance with rules promulgated by the NJ Supreme Court a more accurate term for their appointment shall be "Special Counsel" relating to specific matters as directed by the City, which constitutes a limited scope assignment; and

WHEREAS, Resolution 2017-44 is hereby repealed to remove the appointment of Cleary Giacobbe Alfieri Jacobs, LLC as 'Conflict Attorney,' and this Resolution shall confirm the appointment of that firm with the more appropriate title of “Special Counsel,” as referenced above, for 2017; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Attorney’s services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding (the “MOU”) executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2017, and expiring on December 31, 2017, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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

1. Cleary Giacobbe Alfieri Jacobs, LLC is hereby appointed to serve as Special Counsel for the City for the year 2017, relating to specific matters as directed by the City, which constitutes a limited scope assignment.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, the attached Agreement between the City of Asbury Park and Cleary Giacobbe Alfieri Jacobs, LLC for the year 2017.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law and the MOU executed between the City and the DLGS.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. Michael N. Capabianco, City Manager
 - b. Cleary Giacobbe Alfieri Jacobs, LLC
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services
 - e. State Fiscal Monitor

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. 2017-172 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2017

CERTIFIED BY ME THIS 24th DAY OF May, 2017.

CINDY A. DYE
CITY CLERK

FINANCE DEPARTMENT**DIVISIONS:**

ACCOUNTS AND CONTROL
PURCHASING
PAYROLL
TAX ASSESSMENT
TAX COLLECTION
INFORMATION SYSTEMS

CITY COUNCIL

JOHN B. MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
YVONNE CLAYTON
JESSE KENDLE
EILEEN CHAPMAN

MICHAEL N. CAPABIANCO, CITY MANAGER
JOANN BOOS, CFO

**CITY OF ASBURY PARK
CERTIFICATION OF FUNDS**

Pursuant to N.J.S.A. 40a:4-57, N.J.A.C. 5:345-, and any other applicable requirements, I, JoAnn Boos, Chief Financial Officer of the City of Asbury Park, hereby certify that there are available sufficient uncommitted appropriations in Account 7-01-20-155-000-209 of the City of Asbury Park to approve contract for Special Counsel Attorney.

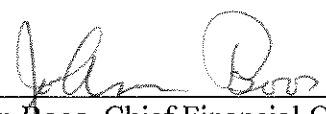
With: Cleary, Giacobbe, Alfieri and Jacobs, LLC

For: Special Counsel Attorney

In line item appropriations) as follows:
7-01-20-155-000-209

Contract period: 1/1/17-12/31/17

Dated: May 24, 2017



JoAnn Boos, Chief Financial Officer

City of Asbury Park
Resolution Date 05/24/17

Attachment: Cleary, Giacobbe, Alfieri CAF (2017-172 : Rescinding Resolution 2017-44 and appointing Special Counsel)



RESOLUTION NO. 2017-173

**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 \$3,038,798.79

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.

TOTAL VOUCHERS	\$ 3,038,798.79
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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. 2017-173 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2017

CERTIFIED BY ME THIS 25th DAY OF May, 2017.

CINDY A. DYE
CITY CLERK

May 17, 2017
02:18 PM

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:
Format: Condensed Held: Y Aprv: N Rcvd:
Range: 6-First to 7-Last Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Include Non-Budgeted:
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: POLICE DEPARTMENT
Extd: POLICE DEPARTMENT

6-01-25-240-000-201	POLICE General Plant					
WIRCOM	WIRELESS COMMUNICATIONS &	16-00905	E Ticket Hardware	791.16	0.00	
THEHAR	THE HARDWARE STORE	17-01541	#19060952 (1) Key	3.38	0.00	
				<u>794.54</u>		
	Extd Total: POLICE DEPARTMENT			794.54		
	Department Total: POLICE DEPARTMENT			794.54		
	CAFR Total:			794.54		

Department: STREETS & ROADS MAINTENANCE
Extd: STREETS & ROADS MAINTENANCE

6-01-26-290-000-201	STREETS & ROAD General Plant					
THEHAR	THE HARDWARE STORE	17-01507	#1104680 Paint, 123 Spray, etc	297.50	0.00	
6-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
AHHOFF	A.H. HOFFMANN, LLC	17-01534	#41783 Labor & Material 12/31	874.15	0.00	
6-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
STAVOLA	STAVOLA COMPANIES	16-03480	Asphalt for Library Park	1,494.01	0.00	
6-01-26-290-000-270	STREETS & ROAD Wesley Lake Commission					
TOWNEP	TOWNSHIP OF NEPTUNE	17-01468	wesley Lake Interlocal	5,125.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			7,790.66		
	Department Total: STREETS & ROADS MAINTENANCE			7,790.66		
	CAFR Total:			7,790.66		

Department: RECREATION SERVICES & PROGRAM
Extd: RECREATION SERVICES & PROGRAM

6-01-28-370-000-299	RECREATION Misc.					
MAKME	JAY YUCHT	16-04137	tent for santa(tree lighting)	160.00	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			160.00		
	Department Total: RECREATION SERVICES & PROGRAM			160.00		
	CAFR Total:			160.00		
	Fund Total: CURRENT			8,745.20		

Attachment: 20170519144039305 (2017-173 : Payment of Bills - 5.24.17)

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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
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
6-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
THEHAR THE HARDWARE STORE	17-01665 #118028 Paint, Flow Kit, etc			268.92	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			268.92		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			268.92		
	CAFR Total:			268.92		
	Fund Total: BEACH			268.92		
	Year Total:			9,014.12		
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
7-01-20-100-000-201	ADMINISTRATION General Plant					
SHIINT SHI INTERNATIONAL CORP	17-01427 B06445335,B06480113:Comp. Sup.			2,230.60	0.00	
SHIINT SHI INTERNATIONAL CORP	17-01479 #B06459310			298.70	0.00	
SHIINT SHI INTERNATIONAL CORP	17-01480 #B06455904			193.60	0.00	
VERIZON VERIZON WIRELESS	17-01757 3/26-4/25/17 Inv#9784621503			404.97	0.00	
TMASSO T & M ASSOCIATES	17-01800 LAF322384 LSRP Services			317.25	0.00	
				3,445.12		
7-01-20-100-000-209	ADMINISTRATION Fees					
MUNCAP MUNICIPAL CAPITAL CORPORATION	17-01704 #16024:PMT. 19 OF 60 (JUNE)			415.22	0.00	
7-01-20-100-000-212	ADMINISTRATION Dues,Subscript.					
GMIINT GMIS INTERNATIONAL	17-01395 Agency Membership 7/1-6/30			100.00	0.00	
	Extd Total: ADMINISTRATION			3,960.34		
	Department Total: ADMINISTRATION			3,960.34		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
7-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK ASBURY PARK PRESS	17-01630 #0002094516:LEGAL ADS			121.90	0.00	
	Extd Total: MUNICIPAL CLERK			121.90		
	Department Total: MUNICIPAL CLERK			121.90		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
7-01-20-130-000-201	FINANCE General Plant					
ATLLOK ATLANTIC LOCK & SAFE	17-01481 FILE BARS/PADLOCK			373.00	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION	17-01704 #16024:PMT. 19 OF 60 (JUNE)			215.55	0.00	
				588.55		

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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
7-01-20-130-000-209	FINANCE Fees					
TDBANK TD BANK		17-01700	2011 SPRINGWOOD AVENUE BONDS	44,250.29-	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			43,661.74-		
	Department Total: FINANCIAL ADMINISTRATION			43,661.74-		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
7-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
VERZON VERIZON BUSINESS		17-01622	732774518145334y:4/22-5/21	37.10	0.00	
VERIZON VERIZON WIRELESS		17-01757	3/26-4/25/17 INV#9784621503	33.85	0.00	
				70.95		
	Extd Total: DIRECTOR OF COMMUNICATIONS			70.95		
	Department Total: DIRECTOR OF COMMUNICATIONS			70.95		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
7-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL MARAZITI FALCON, LLP		17-01420	March 2017 Maraziti invoice	350.00	0.00	
	Extd Total: LEGAL SERVICES			350.00		
	Department Total: LEGAL SERVICES			350.00		
Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
7-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO T & M ASSOCIATES		17-01803	Invoice LAF322385 General Eng	1,597.07	0.00	
	Extd Total: ENGINEERING SERVICES			1,597.07		
	Department Total: ENGINEERING SERVICES			1,597.07		
	CAFR Total:			37,561.48-		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
7-01-21-180-000-201	PLANNING BOARD General Plant					
VERIZON VERIZON WIRELESS		17-01757	3/26-4/25/17 INV#9784621503	136.81	0.00	
TMASSO T & M ASSOCIATES		17-01808	LAF319759 Boston Way Village	1,480.50	0.00	
TMASSO T & M ASSOCIATES		17-01809	LAF322389	70.50	0.00	
				1,687.81		
	Extd Total: PLANNING BOARD			1,687.81		
	Department Total: PLANNING BOARD			1,687.81		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
7-01-21-185-000-209	ZONING BOARD Fees					
JACSER JACK A. SERPICO		17-01647	ZB2017-4	550.00	0.00	

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
7-01-21-185-000-209	ZONING BOARD Fees		Continued			
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-01704	#16024:PMT. 19 OF 60 (JUNE)	200.97	0.00	
				750.97		
	Extd Total: ZONING BOARD OF ADJUSTMENT			750.97		
	Department Total: ZONING BOARD OF ADJUSTMENT			750.97		
	CAFR Total:			2,438.78		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
7-01-22-195-000-299	CODE ENFORCE Misc.					
WATSPR	WATCHUNG SPRING WATER CO., INC.	17-01470	7655086,7660613:DEL. FEE,	21.97	0.00	
NJMMA	NJ MUNIC.MANAGEMENT ASSOC.	17-01471	NJMMA SPRING CONFERENCE	368.00	0.00	
VERIZON	VERIZON WIRELESS	17-01757	3/26-4/25/17 INV#9784621503	828.61	0.00	
				1,218.58		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			1,218.58		
	Department Total: CODE ENFORCEMENT AND ADMIN.			1,218.58		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
7-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
GEOSEL	GEORGE SELAH	17-01701	Room Reimbursement for BSC	100.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-01704	#16024:PMT. 19 OF 60 (JUNE)	189.66	0.00	
VERIZON	VERIZON WIRELESS	17-01757	3/26-4/25/17 INV#9784621503	265.77	0.00	
				555.43		
	Extd Total: CONSTRUCTION CODE OFFICIAL			555.43		
	Department Total: CONSTRUCTION CODE OFFICIAL			555.43		
	CAFR Total:			1,774.01		
Department: LIABILITY INSURANCE						
Extd: LIABILITY INSURANCE						
7-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM	PMA COMPANIES, INC.	17-01712	APRIL 2017 REFILL GENERAL LIAB	1,315.09	0.00	
	Extd Total: LIABILITY INSURANCE			1,315.09		
	Department Total: LIABILITY INSURANCE			1,315.09		
Department: WORKER'S COMPENSATION						
Extd: WORKER'S COMPENSATION						
7-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM	PMA COMPANIES, INC.	17-01711	APRIL 2017 WORKERS COMP	12,455.82	0.00	
PMACOM	PMA COMPANIES, INC.	17-01752	APRIL 2017 RUN OFF CLAIMS W/C	30,358.66	0.00	
				42,814.48		
	Extd Total: WORKER'S COMPENSATION			42,814.48		
	Department Total: WORKER'S COMPENSATION			42,814.48		

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CITY OF ASBURY PARK
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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: EMPLOYEE GROUP INSURANCE						
Extd: EMPLOYEE GROUP INSURANCE						
7-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
DOMMAR	DOMINICK MARINO	17-00014	REIMB. OF MEDICAL PREMIUMS	1,645.59	0.00	B
MARKIN	MARK KINMON	17-00015	REIMB. OF MEDICAL PREMIUMS	1,645.59	0.00	B
ROBASH	ROBERT ASH	17-00016	REIMB. OF MEDICAL PREMIUMS	1,805.82	0.00	B
JOHMOO	JOHN MOOR	17-00017	REIMB. OF MEDICAL PREMIUMS	1,269.08	0.00	B
STEKAY	STEPHEN M. KAY	17-00019	REIMB. OF MEDICAL PREMIUMS	1,269.08	0.00	B
MICMAU	MICHAEL MAUTNER	17-00021	REIMB. OF MEDICAL PREMIUMS	2,063.91	0.00	B
RONSLI	RONALD SLINGER	17-00023	REIMB. OF MEDICAL PREMIUMS	2,063.91	0.00	B
BRIWHE	BRIAN WHEARY	17-00024	REIMB. OF MEDICAL PREMIUMS	2,063.91	0.00	B
LISSMI	LISA SMITH	17-00025	REIMB. OF MEDICAL PREMIUMS	557.83	0.00	B
BREMOO	BRENDA J. MOORE	17-00026	REIMB. OF MEDICAL PREMIUMS	564.44	0.00	B
ROBRIC	ROBERT RICKS	17-00027	REIMB. OF MEDICAL PREMIUMS	1,394.46	0.00	B
JOYCHA	JOYCE CHAPMAN	17-00028	REIMB. OF MEDICAL PREMIUMS	564.44	0.00	B
ANTSAL	ANTHONY G. SALERNO	17-01825	REIMB. OF MEDICAL PREMIUMS	1,269.08	0.00	B
				18,177.14		
Extd Total: EMPLOYEE GROUP INSURANCE				18,177.14		
Department Total: EMPLOYEE GROUP INSURANCE				18,177.14		
Department: UNEMPLOYMENT INSURANCE						
Extd: UNEMPLOYMENT INSURANCE						
7-01-23-225-000-209	UNEMPLOYMENT INSURANCE Fees					
NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLOY	17-01705	1STQ-2017 UNEMPLOYMENT CHARGES	17,022.85	0.00	
NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLOY	17-01818	QTR END:12/31/16	200.00	0.00	
				17,222.85		
Extd Total: UNEMPLOYMENT INSURANCE				17,222.85		
Department Total: UNEMPLOYMENT INSURANCE				17,222.85		
CAFR Total:				79,529.56		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
7-01-25-240-000-201	POLICE General Plant					
THEHAR	THE HARDWARE STORE	17-00179	Blanket	1.98	0.00	B
CRAPRI	CRAFTMASTER PRINTING, INC.	17-01484	Business Cards Sanngi	40.00	0.00	
LANASO	LANIGAN ASSOCIATES. INC.	17-01544	(5) nylon Handcuff Case	82.50	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	17-01554	#7713482 (11) Bottles (1)	99.38	0.00	
TERPES	TERMINIX PEST CONTROL	17-01559	#363845974 2/17 - 1/18 Pest	1,164.00	0.00	
LIFSTO	LIFE STORAGE LP	17-01599	Storage Unit 112 6/1/17 to	1,728.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-01704	#16024:PMT. 19 OF 60 (JUNE)	298.39	0.00	
				3,414.25		
7-01-25-240-000-202	POLICE Office Supplies					
WBMASON	W.B.MASON CO., INC.	17-01539	#s047529014 LG/LK 4 D file	0.00	0.00	
WBMASON	W.B.MASON CO., INC.	17-01540	Office Supplies	346.54	0.00	
				346.54		

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
7-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR	EDWARDS TIRE CO.	17-00178	Car Maintenance Blanket	647.68	0.00	B
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	17-00688	Blanket Car Repairs	0.91	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	17-01131	Blanket Auto Maintenance	232.83	0.00	B
ASBCIR	ASBURY CIRCLE CAR WASH	17-01300	#522 Cars Washed April 2017	207.00	0.00	
SEAFOR	SEA BREEZE FORD INC.	17-01482	Repairs to car 7	322.29	0.00	
RICAUT	RICH'S AUTO BODY	17-01542	#10144 Towed Car Police Inves	20.00	0.00	
MAAAUT	MAACO AUTO PAINTING	17-01596	Repaired Rear End Car #1	1,492.87	0.00	
MAAAUT	MAACO AUTO PAINTING	17-01598	Repaired Front Fender	<u>1,258.10</u>	0.00	
				4,181.68		
7-01-25-240-000-205	POLICE Animal Control Services					
SPCA	SPCA	17-01398	ANIMAL CONTROL SERVICE MARCH	4,700.00	0.00	
SPCA	SPCA	17-01753	#2014637 Animal Control	4,700.00	0.00	
SPCA	SPCA	17-01817	February Animal Control Svcs.	<u>4,700.00</u>	0.00	
				14,100.00		
7-01-25-240-000-216	POLICE Supplies-Compu.					
MONINT	MONMOUTH INTERNET CORPORATION	17-01538	#5690 Dispatch Connection	145.00	0.00	
7-01-25-240-000-218	POLICE Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-01715	#9384-9386 Digital Copier 57	432.97	0.00	
CABLE	CABLEVISION OF NYC	17-01717	#07866-182313-01-5 Current	151.28	0.00	
VERIZON	VERIZON WIRELESS	17-01719	#9784621504 Current	76.02	0.00	
VERIZON	VERIZON WIRELESS	17-01751	#9785108390 Current Charges	2.82	0.00	
VERIZON	VERIZON WIRELESS	17-01757	3/26-4/25/17 INV#9784621503	<u>241.12</u>	0.00	
				904.21		
7-01-25-240-000-222	POLICE Training					
MONCON	MONMOUTH COUNTY POLICE ACADEMY	17-00429	Rapid Response Active Shooter	25.00	0.00	
7-01-25-240-000-237	POLICE Accredadation					
THEROG	THE ROGERS GROUP, LLC	17-01279	#3897 Specialized Service Law	4,158.33	0.00	
7-01-25-240-000-275	POLICE Traffic Maintenance					
DRASAF	DRAEGER SAFETY DIAGNOSTIC,INC	17-00181	Blanket Electronic Supplies	351.88	0.00	B
	Extd Total: POLICE DEPARTMENT			27,626.89		
	Department Total: POLICE DEPARTMENT			27,626.89		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
7-01-25-265-000-201	FIRE DEPT. General Plant					
COUCLE	COUNTRY CLEAN	17-00321	Blanket PO not to exceed	434.61	0.00	B
CINCOR	CINTAS CORPORATION #062	17-00322	Blanket PO not to exceed	245.85	0.00	B
THEHAR	THE HARDWARE STORE	17-00840	Blanket PO not to exceed	235.95	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY	17-01134	Blanket PO not to exceed	41.43	0.00	B
FERENT	FERGUSON ENTERPRISES INC.	17-01393	Emergency repair hw heater	926.10	0.00	
HUTMEC	HUTCHINSON MECHANICAL SERVICES	17-01457	Inv 1192204 Emer Repair	481.89	0.00	
PRESPE	PREVENTION SPECIALISTS,INC.	17-01464	Inv 24840 Random test MO	99.00	0.00	
AIRGAS	AIR GAS TECHNOLOGIES	17-01466	Annual Contract	<u>1,437.00</u>	0.00	

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
7-01-25-265-000-201	FIRE DEPT. General Plant	Continued				
VERIZON	VERIZON WIRELESS	17-01757	3/26-4/25/17 INV#9784621503	<u>1,088.06</u> 4,989.89	0.00	
7-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	17-00320	Blanket PO not to exceed	754.01	0.00	B
COUNTYM	COUNTY OF MONMOUTH	17-01421	APFD 01-17-09 MV Repairs	<u>536.49</u> 1,290.50	0.00	
7-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
FIRDUE	FIRST DUE TRAINING & SAFETY	17-00839	Ropes	613.56	0.00	
7-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-01704	#16024:PMT. 19 OF 60 (JUNE)	83.31	0.00	
	Extd Total: FIRE DEPARTMENT			6,977.26		
Extd:	FIRE HYDRANT					
7-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	17-01623	HYDRANT SVC. 3/23-4/25	16,236.00	0.00	
	Extd Total: FIRE HYDRANT			16,236.00		
	Department Total: FIRE DEPARTMENT			23,213.26		
	CAFR Total:			50,840.15		
Department:	STREETS & ROADS MAINTENANCE					
Extd:	STREETS & ROADS MAINTENANCE					
7-01-26-290-000-201	STREETS & ROAD General Plant					
ALLAMT	ALL AMERICAN TURF INC.	17-00294	Service, Supplies, Tools, etc	558.88	0.00	B
ACEOUT	ACE OUTDOOR POWER EQUIPMENT	17-00295	Service, Supplies, Tools, etc	393.42	0.00	B
THEHAR	THE HARDWARE STORE	17-00296	Various Supplies, Tools, etc	330.09	0.00	B
FOSCOM	FOSTER & COMPANY, INC.	17-00722	880974,881737:VAR. BI BLADES	411.36	0.00	
GRAING	GRAINGER	17-01000	Various Material, Tools, etc	125.20	0.00	B
MOOGEN	MOONEY GENERAL PAPER COMPANY	17-01159	223490,223490A,223490B,223490C	2,513.94	0.00	
WATWOR	WATER WORKS SUPPLY CO., INC.	17-01246	Storm Pipe, etc	990.00	0.00	
UPTFAS	UPTIGHT FASTNERS	17-01349	Various Tools, Material, etc	214.79	0.00	B
STAVOLA	STAVOLA COMPANIES	17-01521	#75374 Hot Mixed Asphaslt	894.18	0.00	
ROBBIA	ROBERT BIANCHINI	17-01649	Reimbursement for Reservations	101.80	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-01704	#16024:PMT. 19 OF 60 (JUNE)	<u>211.19</u> 6,744.85	0.00	
7-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
EDWTIR	EDWARDS TIRE CO.	17-00299	Service, Supplies, Tools, etc	436.78	0.00	B
THEHOS	THE HOSE SHOP	17-00300	Various Supplies, Tools, etc	80.81	0.00	B
FOSCOM	FOSTER & COMPANY, INC.	17-01168	881011A,881370:SUPPLIES	400.06	0.00	
ODBCOM	ODB COMPANY	17-01318	PTO Assy, etc	1,742.00	0.00	
WMRHOG	WM. R. HOGG CO. INC.	17-01505	#237197 Labor & Material 4/17	260.00	0.00	
HAREQU	HARTER EQUIPMENT, INC.	17-01508	Chain & Binders	<u>550.86</u> 3,470.51	0.00	

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7-01-26-290-000-211	STREETS & ROAD	Traffic				
SHEWIL	SHERWIN WILLIAMS	17-01510	Traffic Paint	727.00	0.00	
STASUP	STANDARD SUPPLY CO. INC.	17-01518	#10487150 Lumber & Screws 4/17	524.71	0.00	
THEHAR	THE HARDWARE STORE	17-01579	#1148590 Nuts & Fuse 4/21	14.42	0.00	
THEHAR	THE HARDWARE STORE	17-01692	#1151141 Pipe Strap 5/02	21.46	0.00	
				1,287.59		
7-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
CABLE	CABLEVISION OF NYC	17-01736	Account # 07866-183188-01-1	148.01	0.00	
VERIZON	VERIZON WIRELESS	17-01757	3/26-4/25/17 INV#9784621503	788.44	0.00	
				936.45		
7-01-26-290-000-223	STREETS & ROAD	Sunset Lake				
ABBPON	ABBY PONDS, INC.	17-01382	2017-2018 Pond Management	3,200.00	0.00	B
	Extd Total:	STREETS & ROADS MAINTENANCE		15,639.40		
	Department Total:	STREETS & ROADS MAINTENANCE		15,639.40		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
7-01-26-305-000-209	SOLID WASTE	Fees				
RUBREC	RUBBERCYCLE LLC	17-01417	#61912 Various Tires 3/29	202.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	17-01655	#111899 Tipping Fees 4/16-30	27,405.27	0.00	
DELDEM	DELISA DEMOLITION, INC.	17-01660	#111778 Construction Debris	2,280.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	17-01731	#112020 Construction Debris	1,765.90	0.00	
				31,653.17		
	Extd Total:	SOLID WASTE COLLECTION		31,653.17		
	Department Total:	SOLID WASTE COLLECTION		31,653.17		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
7-01-26-310-000-201	BUILDING & GND	General Plant				
THEHAR	THE HARDWARE STORE	17-00216	Various Supplies, Tools, etc	132.36	0.00	B
STASUP	STANDARD SUPPLY CO. INC.	17-00222	Various Supplies, Tools, etc	263.40	0.00	B
ATLLOK	ATLANTIC LOCK & SAFE	17-00298	Service, Supplies, Tools, etc	222.88	0.00	B
SCHLE	SCHINDLER ELEVATOR CORP.	17-01282	#8104508746 Quarterly Billing	327.72	0.00	
STASUP	STANDARD SUPPLY CO. INC.	17-01316	Birch 1 3/4 SC Door	415.00	0.00	
THEHAR	THE HARDWARE STORE	17-01519	#1148254 Common Spikes 45#	56.53	0.00	
				1,417.89		
7-01-26-310-000-218	BUILDING & GND	Contract.Serv.				
AIRSYS	AIR SYSTEMS MAINTENANCE	17-01536	#387490 Labor/Material/Svc Cl	362.14	0.00	
	Extd Total:	BUILDINGS & GROUNDS		1,780.03		
	Department Total:	BUILDINGS & GROUNDS		1,780.03		
	CAFR Total:			49,072.60		

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Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
7-01-27-345-000-201	SOCIAL SERVICES General Plant					
VERIZON	VERIZON WIRELESS	17-01757	3/26-4/25/17 INV#9784621503	133.15	0.00	
	Extd Total: SOCIAL SERVICES:			133.15		
	Department Total: SOCIAL SERVICES:			133.15		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
7-01-27-350-000-201	SENIOR CENTER General Plant					
CABLE	CABLEVISION OF NYC	17-01644	#07866196932017	127.18	0.00	
VERIZON	VERIZON WIRELESS	17-01757	3/26-4/25/17 INV#9784621503	87.90	0.00	
				215.08		
	Extd Total: SENIOR CENTER			215.08		
	Department Total: SENIOR CENTER			215.08		
	CAFR Total:			348.23		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
7-01-28-370-000-299	RECREATION Misc.					
SANDS	S AND S	17-01192	ITMES FOR SPRING FUN DAY	152.86	0.00	
SHIINT	SHI INTERNATIONAL CORP	17-01290	new printer	693.00	0.00	
RKEATH	RKE ATHLETIC	17-01428	basketball shirts	1,160.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	17-01451	bus cards and rec table cover	270.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	17-01452	rec flyers	357.00	0.00	
LIFSTO	LIFE STORAGE LP	17-01486	annual storage rental fee	2,580.00	0.00	
VERIZON	VERIZON WIRELESS	17-01757	3/26-4/25/17 INV#9784621503	41.95	0.00	
				5,254.81		
	Extd Total: RECREATION SERVICES & PROGRAM			5,254.81		
	Department Total: RECREATION SERVICES & PROGRAM			5,254.81		
	CAFR Total:			5,254.81		
Department: PUBLIC LIBRARY:						
Extd: PUBLIC LIBRARY:						
7-01-29-390-000-299	PUBLIC LIBRARY Misc.					
ASBFRE	ASBURY PARK FREE PUBLIC LIBRAR	17-01683	SECOND PAYMENT REQUEST 2017	25,000.00	0.00	
	Extd Total: PUBLIC LIBRARY:			25,000.00		
	Department Total: PUBLIC LIBRARY:			25,000.00		
	CAFR Total:			25,000.00		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
7-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
JCPL	JCPL	17-01624	SERVICE 3/25-4/26	3.32	0.00	

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7-01-31-435-435-299	LIGHT, HEAT & POWER Misc.		Continued			
NJAMER	N.J. AMERICAN WATER CO.	17-01710	SERVICE 4/5-5/2	1,443.59	0.00	
NJAMER	N.J. AMERICAN WATER CO.	17-01728	SERVICE 4/5-5/2	794.81	0.00	
NJAMER	N.J. AMERICAN WATER CO.	17-01754	SERVICE 4/5-5/2	38.76	0.00	
NJAMER	N.J. AMERICAN WATER CO.	17-01807	SERVICE 4/5-5/2	<u>38.76</u>	0.00	
				2,319.24		
	Extd Total: LIGHT, HEAT & POWER			2,319.24		
Extd:	STREET&TRAFFIC LIGHTING					
7-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	17-01624	SERVICE 3/25-4/26	1,862.21	0.00	
JCPL	JCPL	17-01706	SERVICE 3/24-4/21	<u>1,771.65</u>	0.00	
				3,633.86		
	Extd Total: STREET&TRAFFIC LIGHTING			3,633.86		
	Department Total: LIGHTING			5,953.10		
Department:	TELEPHONE					
Extd:	TELEPHONE					
7-01-31-440-000-299	TELEPHONE Misc.					
MONINT	MONMOUTH INTERNET CORPORATION	17-01707	#264187-M:SVC. MAY 2017	5,557.16	0.00	
	Extd Total: TELEPHONE			5,557.16		
	Department Total: TELEPHONE			5,557.16		
Department:	GASOLINE					
Extd:	GASOLINE					
7-01-31-460-000-299	GASOLINE Misc.					
JSWAN	J. SWANTON FUEL OIL CO., INC.	17-01684	#299834 Unleaded Fuel 4/28	3,113.00	0.00	
JSWAN	J. SWANTON FUEL OIL CO., INC.	17-01694	#299859 Diesel Fuel 5/01	<u>1,574.50</u>	0.00	
				4,687.50		
	Extd Total: GASOLINE			4,687.50		
	Department Total: GASOLINE			4,687.50		
	CAFR Total:			16,197.76		
Department:	DEFINED CONTRIBUTION RETIREMENT PLAN					
Extd:	DEFINED CONTRIBUTION RETIREMENT PLAN					
7-01-36-478-000-299	DEFINED CONTRIBUTION RETIREMENT Misc.					
DCRP	DEFINED CONT. RETIREMENT PRGRM	17-01695	#316149 APRIL 2017	196.10	0.00	
	Extd Total: DEFINED CONTRIBUTION RETIREMENT PLAN			196.10		
	Department Total: DEFINED CONTRIBUTION RETIREMENT PLAN			196.10		
	CAFR Total:			196.10		

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Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
7-01-43-490-000-201	MUNIC COURT General Plant					
IMPTEC	IMPACT TECHNOLOGY SOLUTIONS	17-01305	annual video 5/1/17-4/30/17	1,500.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-01704	#16024:PMT. 19 OF 60 (JUNE)	83.31	0.00	
GREFIN	GREATAMERICA FINANCIAL SVCS.	17-01723	#20597770:mail machine 5/16/17	145.00	0.00	
				1,728.31		
7-01-43-490-000-202	MUNIC COURT Office Supplies					
WBMASON	W.B.MASON CO., INC.	17-01145	office supplies	34.72	0.00	
ANGPEL	ANGELICA PELLOTT	17-01721	mandatory training	729.74	0.00	
				764.46		
7-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	17-01487	#12372:interpreter 4/21/17	120.00	0.00	
	Extd Total: MUNICIPAL COURT			2,612.77		
	Department Total: MUNICIPAL COURT			2,612.77		
	CAFR Total:			2,612.77		
Department: INT ON BONDS						
7-01-45-930-000-299	BOND INTEREST					
TDBANK	TD BANK	17-01700	2011 SPRINGWOOD AVENUE BONDS	56,750.00	0.00	
	Extd Total:			56,750.00		
	Department Total: INT ON BONDS			56,750.00		
Department: LOAN PAYMENTS						
7-01-45-940-941-299	Green Acres Loan Payments					
TRE727	TREAS.STATE OF NJ/727 FUND	17-01473	PRINCIPAL/INTEREST GARDEN ST.	24,910.73	0.00	
	Extd Total:			24,910.73		
	Department Total: LOAN PAYMENTS			24,910.73		
	CAFR Total:			81,660.73		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
7-01-55-001-000-025	Resrve for Master Plan					
CLACAN	CLARKE CATON & HINTZ	17-01758	#68135:April Master Plan 2017	6,179.61	0.00	
	Extd Total: TAXES PAYABLE:			6,179.61		
	Department Total: TAXES PAYABLE:			6,179.61		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			6,179.61		
	Fund Total: CURRENT			283,543.63		

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Fund:	BEACH					
Department:	BEACH UTILITY O/E: OTHER EXPENSES:					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
7-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
ASABOA	ASAY BOATS & CONSTRUCTION	17-00834	Surfboat & Boat Trailer	10,000.00	0.00	
THEHAR	THE HARDWARE STORE	17-00994	Various Supplies, Tools, etc	300.41	0.00	B
STASUP	STANDARD SUPPLY CO. INC.	17-00997	Various Material, Tools, etc	47.84	0.00	B
JERCAP	JERSEY CAPE DIAGNOSTICS	17-01024	Seasonal Beach Tags	1,402.88	0.00	
KANCOM	KANE COMMUNICATIONS, LLC	17-01288	Traffic Signal	13,900.00	0.00	
JAEUM	JAEGER LUMBER & SUPPLY COMPANY	17-01515	AB Marine Plywood	3,249.00	0.00	
JAEUM	JAEGER LUMBER & SUPPLY COMPANY	17-01516	Various Material, Tools, etc	493.06	0.00	B
VERIZON	VERIZON WIRELESS	17-01757	3/26-4/25/17 INV#9784621503	87.62	0.00	
				29,480.81		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			29,480.81		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			29,480.81		
7-05-55-503-000-302	BEACH UTILITY O/E: Unemployment					
NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLOY	17-01705	1STQ-2017 UNEMPLOYMENT CHARGES	16,441.64	0.00	
	Extd Total:			16,441.64		
	Department Total:			16,441.64		
	CAFR Total:			45,922.45		
	Fund Total: BEACH			45,922.45		
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					
PAPROL	PAPER ROLL PRODUCTS	17-01455	Receipt Paper Rolls (Qty 200)	1,940.00	0.00	
INTECH	INTEGRATED TECHNICAL SYSTEMS,	17-01456	Coin Canister and Note Stacker	1,483.00	0.00	
INTECH	INTEGRATED TECHNICAL SYSTEMS,	17-01546	Credit Card Cleaners (3)	198.00	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	17-01549	#CNIN624003 Quarterly Contract	80.37	0.00	
VERIZON	VERIZON WIRELESS	17-01718	#9784817815 Current	2,127.76	0.00	
				5,829.13		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			5,829.13		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			5,829.13		
	CAFR Total:			5,829.13		
	Fund Total: PARKING UTILITY: BUDGET:			5,829.13		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
7-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
CENJER	CENTRAL JERSEY SUPPLY CO.	17-00255	Various Supplies, Tools, etc	947.94	0.00	B
TRABEA	TRANS-BEARING CO. INC.	17-00263	Various Service, Tools, etc	256.03	0.00	B
WINCOR	WINZER CORPORATION	17-01281	#5845663:Hex Nut, Washers, etc	1,097.90	0.00	
CENJER	CENTRAL JERSEY SUPPLY CO.	17-01317	Flanged MP Valves	696.70	0.00	
CENJER	CENTRAL JERSEY SUPPLY CO.	17-01524	Gate Valves, Bettis	775.28	0.00	

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7-07-55-502-000-201 VERIZON VERIZON WIRELESS	SEWER UTILITY O/E: General Plant Continued	17-01757	3/26-4/25/17 INV#9784621503	207.90 3,981.75	0.00	
7-07-55-502-000-203 JACDOH JACK DOHENY COMPANIES	SEWER UTILITY O/E: Motor Vehicle	17-01411	#c97159 Valve, Ball (JetVac)	57.75	0.00	
7-07-55-502-000-211 JCPL JCPL NJAMER N.J. AMERICAN WATER CO.	SEWER UTILITY O/E: Light & Power	17-01624	SERVICE 3/25-4/26	30,124.08	0.00	
		17-01710	SERVICE 4/5-5/2	3,091.99 33,216.07	0.00	
7-07-55-502-000-218 ANSWER ANSERCOMM MUNCAP MUNICIPAL CAPITAL CORPORATION	SEWER UTILITY O/E: Contract Services	17-01522	#M4541-040317 Answering Svcs	144.52	0.00	
		17-01704	#16024:PMT. 19 OF 60 (JUNE)	75.00 219.52	0.00	
7-07-55-502-000-220 AMEWAT AMERICAN WATER	SEWER UTILITY O/E: Accounting	17-01761	Usage data 4000118791 05/31/17	394.64	0.00	
7-07-55-502-000-224 ACCWAS ACCURATE WASTE REMOVAL SVCS.,	SEWER UTILITY O/E: Sludge Removal	17-01735	#AP0448-AP0477 Hauling Fees	10,292.00	0.00	
Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:				48,161.73		
Department Total: SEWER UTILITY O/E: OTHER EXPENSES:				48,161.73		
CAFR Total:				48,161.73		
Fund Total: SEWER UTILITY: BUDGET:				48,161.73		
Year Total:				383,456.94		
Fund: GENERAL CAPITAL FUND BUDGET:						
Department: Alternate Developer Ord #						
Extd: Recon Foot Bridge-Sunset Lake (Ord#3036)						
C-04-55-995-013-001 TMASSO T & M ASSOCIATES	Recon Foot Bridge - 40A(Ord#3036/2016-1)	16-02764	BLANKET FOOTBRIDGE	11,726.50	0.00	B
Extd Total: Recon Foot Bridge-Sunset Lake (Ord#3036)				11,726.50		
Department Total: Alternate Developer Ord #				11,726.50		
Extd: Acq of Various Equip/Vehicles(Ord.#3084)						
C-04-55-998-014-002 SHIINT SHI INTERNATIONAL CORP SHIINT SHI INTERNATIONAL CORP	Acq of Various Equip/Vehicles (Ord#3084)	17-01368	B06445729,B06460546,B06452344:	2,486.00	0.00	
		17-01478	#B06469516	9,701.65 12,187.65	0.00	
Extd Total: Acq of Various Equip/Vehicles(Ord.#3084)				12,187.65		

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Extd: 2015-39/Roadway and Sewer Improvements				
C-04-55-998-015-006	2015-39/Roadway & Sewer Improvmts City			
BLAROC BLACK ROCK ENTERPRISES LLC	16-03663 2015 ROAD IMPROVEMENT PROGRAM	339,682.62	0.00	B
	Extd Total: 2015-39/Roadway and Sewer Improvements	339,682.62		
Extd: 2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT				
C-04-55-998-162-005	2016-16/ADMIN EQUIPMENT, IMPROVEMENTS			
ACCELA ACCELA, INC.	16-02348 Agenda/Minute Software	660.00	0.00	B
EASTC EAST COAST EMERGENCY LIGHTING,	17-01022 Install lights Const	600.00	0.00	
		<u>1,260.00</u>		
	Extd Total: 2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT	1,260.00		
Extd: 2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT				
C-04-55-998-163-001	2016-17/2016 ROADWAY IMPROVEMENTS (40A)			
TMASSO T & M ASSOCIATES	16-03651 2015 ROAD PROJECT	44,203.25	0.00	B
	Extd Total: 2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT	44,203.25		
Extd: Ord. 2016-28 4th Ave. Improvements				
C-04-55-998-164-001	Section 20 Costs			
TMASSO T & M ASSOCIATES	16-03650 4TH AVE. RD. IMPROVEMENTS 2016	19,249.55	0.00	B
	Extd Total: Ord. 2016-28 4th Ave. Improvements	19,249.55		
	Department Total:	416,583.07		
	CAFR Total:	428,309.57		
	Fund Total: GENERAL CAPITAL FUND BUDGET:	428,309.57		
Fund: SEWER CAPITAL FUND BUDGET:				
C-08-55-524-000-299	Ord#2910 Sanitary Swr Imp.CBD/Springwood			
TMASSO T & M ASSOCIATES	17-00784 Reso. 2017-61 Engineering Svcs	21,490.75	0.00	B
	Extd Total:	21,490.75		
	Department Total:	21,490.75		
	CAFR Total:	21,490.75		
	Fund Total: SEWER CAPITAL FUND BUDGET:	21,490.75		
	Year Total:	449,800.32		
Fund: GRANT FUND BUDGET:				
G-02-43-871-014-206	Clean Communities Program - 2014			
ADPIMP ADPRO IMPRINTS	17-01414 #24409 Cotton T-Shirts, Adult	1,265.00	0.00	

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G-02-43-871-014-206 ADPIMP ADPRO IMPRINTS	Clean Communities Program - 2014 17-01523 #24495 Beach Cleanup 2017	Continued		695.50 1,960.50	0.00	
	Extd Total:			1,960.50		
G-02-43-871-015-200 HOMDRU HOME DRUG	2015 NJDHMS Mental Health Grant 15-03492 Medication assistance			9.04	0.00	B
G-02-43-871-015-217 WIRCOM WIRELESS COMMUNICATIONS &	Edward Byrne Memorial JAG - 2015 16-00905 E Ticket Hardware			4,808.84	0.00	
	Extd Total:			4,817.88		
G-02-43-871-016-200 CARSUR CARLTON SURGICAL SUPPLY	2016 NJDHMS Mental Health Grant 16-03804 Blanket for Supplements			52.00	0.00	B
	Extd Total:			52.00		
G-02-43-871-017-200 WBMASON W.B.MASON CO., INC.	2017 Mental Health Grant 17-01485 Office supplies			242.91	0.00	
	Extd Total:			242.91		
	Department Total:			7,073.29		
G-02-43-872-017-200 SPRCON SPRINGWOOD CENTER CONDOMINIUM	Multi Purpose Senior Ctr. 2017 17-01693 2nd Quater Condo fees			7,497.75	0.00	
	Extd Total:			7,497.75		
	Department Total:			7,497.75		
	CAFR Total:			14,571.04		
	Fund Total: GRANT FUND BUDGET:			14,571.04		
	Year Total:			14,571.04		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
T-17-73-850-850-805 OCEINN OCEANIC INN	2016 CDBG - RELOCATION 17-01766 Sharyl Dixon Relocation			1,170.00	0.00	
T-17-73-850-850-811 STAVOLA STAVOLA COMPANIES	2016 CDBG - ROAD IMPROVEMENT 16-03480 Asphalt for Library Park			9,567.25	0.00	
	Extd Total:			10,737.25		
	Department Total:			10,737.25		
	CAFR Total:			10,737.25		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			10,737.25		
Fund:	TRUST OTHER					
T-20-56-850-903-801 TOMPIV TOM PIVINSKI	Reserve for Shade Tree 17-01472 REIMB. OF VARIOUS SUPPLIES			76.95	0.00	

Attachment: 20170519144039305 (2017-173 : Payment of Bills - 5.24.17)

May 17, 2017
02:18 PM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No: 16

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-20-56-850-903-801	Reserve for Shade Tree		Continued			
TOMPIV TOM PIVINSKI		17-01727	REIMB. OF VARIOUS SUPPLIES	19.32	0.00	
				96.27		
	Extd Total:			96.27		
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
MTAGCU MTAG CUST FIG CAP INV NJ13,LLC		17-01321	PREMIUM TSC-16-00066	200.00	0.00	
TWRCST TWR AS CST FOR EBURY FUND 1NJ		17-01432	PREMIUM TSC-16-00215	1,300.00	0.00	
FNANJ FNA NJ, LLC		17-01433	Premium 3505/10 16-00246	7,800.00	0.00	
NASDOM NASDOM, LLC		17-01435	PREMIUM TSC-13-00418	300.00	0.00	
THOWEI THOMAS WEINMAN		17-01437	Premium 3705/7.514 16-00286	200.00	0.00	
USBPC6 US BANK/PC6 LLC STERLING NAT'L		17-01439	PREMIUM TSC-15-00138	1,300.00	0.00	
TWRCST TWR AS CST FOR EBURY FUND 1NJ		17-01440	PREMIUM TSC-16-00028	8,000.00	0.00	
TWRCST TWR AS CST FOR EBURY FUND 1NJ		17-01441	PREMIUM TSC-16-00081	400.00	0.00	
TWRCST TWR AS CST FOR EBURY FUND 1NJ		17-01442	PREMIUM TSC-15-00152	1,000.00	0.00	
USBLIE US BANK/LIEN LOGIC FUND I, LLC		17-01443	PREMIUM TSC-16-00232	500.00	0.00	
USB4PC4 US BANK CUST 4 PC4 1STTRST BNK		17-01444	PREMIUM TSC-14-00089	100.00	0.00	
				21,100.00		
	Extd Total:			21,100.00		
T-20-56-850-915-801	Reserve for Rain Garden					
TOMPIV TOM PIVINSKI		17-01472	REIMB. OF VARIOUS SUPPLIES	199.63	0.00	
SUNFAR ANTHONY & FRANK D'ESPOSITO		17-01504	#1819 Mulch, bags 4/08	719.70	0.00	
TOMPIV TOM PIVINSKI		17-01600	REIMBURSEMENT VARIOUS SUPPLIES	347.91	0.00	
TOMPIV TOM PIVINSKI		17-01727	REIMB. OF VARIOUS SUPPLIES	182.18	0.00	
				1,449.42		
	Extd Total:			1,449.42		
	Department Total:			22,645.69		
	CAFR Total:			22,645.69		
	Fund Total: TRUST OTHER			22,645.69		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
Department:	PUBLIC ASST					
T-21-00-345-000-299	RENAISSANCE VILLAGE(MICHAELS DEVELOPMNT)					
TMASSO T & M ASSOCIATES		17-01804	LAF322387 Renaissance Vill.	70.50	0.00	
	Extd Total:			70.50		
	Department Total: PUBLIC ASST			70.50		
T-21-00-362-000-299	1101 MAIN STREET(PF PROPERTIES, LLC)					
TMASSO T & M ASSOCIATES		17-01801	LAF322388 PF Properties	564.00	0.00	
	Extd Total:			564.00		
	Department Total:			564.00		

Attachment: 20170519144039305 (2017-173 : Payment of Bills - 5.24.17)

May 17, 2017
02:18 PM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-393-000-299 JACSER JACK A. SERPICO	614 6TH AVENUE(URBAN ARCHITECTURE)	17-01647	ZB2017-4	75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
T-21-00-400-000-299 TMASSO T & M ASSOCIATES	1105/1107 MEMORIAL(SEAVIEW INV./FASANO)	17-01805	LAF322549 Memorial Drive	1,410.00	0.00	
	Extd Total:			1,410.00		
	Department Total:			1,410.00		
T-21-00-401-000-299 JACSER JACK A. SERPICO	1201 JEFFREY STREET(GARY LUNGAR)	17-01647	ZB2017-4	75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			2,194.50		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			2,194.50		
	Year Total:			35,577.44		
Total Charged Lines: 300 Total List Amount: 892,419.86 Total Void Amount: 0.00						

Attachment: 20170519144039305 (2017-173 : Payment of Bills - 5.24.17)

May 24, 2017 Council Meeting

Balance brought forward from Total List Amount	\$ 892,419.86
Additional Items:	
Cassandra Dickerson (K-Mart/School Supplies)	153.91
Middlesex Fire Academy	1,260.00
The Bank of NY Mellon	467,420.63
US Bank Operations Ctr.	10,324.86
NJSHBP (Health Coverage/Employees/Retirees)	505,273.14
AT&T	193.70
Cablevision	100.58
Delisa	30,383.96
Delisa	6,263.82
Delisa	36,333.33
J. Swanton Fuel	1,618.04
J. Swanton Fuel	4,609.95
Miracle Chemical	2,595.00
Networkfleet	4,724.00
Passaic Valley Sewerage Com.	11,560.00
Stefan Aschan & Superior Siding & Roofing	8,350.00
Treasurer Cty. Of Monmouth	34,614.78
NJ Natural Gas	8,581.46
NJ Division of Motor Vehicle	60.00
County of Monmouth	1,011,327.77
Glenco	630.00
Total Bill List May 24, 2017	\$ <u><u>3,038,798.79</u></u>

Attachment: last page of bill list (2017-173 : Payment of Bills - 5.24.17)



RESOLUTION NO. 2017-174

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

RESOLUTION AUTHORIZING THE CANCELLATION AND REFUND OF INTEREST AND PENALTY WITH RESPECT TO BLOCK 4104, LOT 13

WHEREAS, on January 5, 2016, the City entered into a financial agreement (the “Financial Agreement”) and special assessment agreement (the “Special Assessment Agreement”, and together with the Financial Agreement, the “Agreements”) with 210 5th Ave. Venture Urban Renewal, LLC (the “Entity”) with respect to the development of that certain property identified on the official tax maps of the City as Block 4104, Lot 13 (the “Property”); and

WHEREAS, in implementing the Agreements in 2016, there were certain delays and corrections arising from bills prepared by a third party billing consultant. The City and the Entity worked collaboratively to resolve these matters, and the City now wishes to cancel any penalty and interest that may have automatically been assessed in connection therewith and refund the funds,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK AS FOLLOWS:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Tax Collector is hereby authorized and directed to cancel the penalty and interest for 2016, together with the interest accrued thereupon through and to the date of this Resolution, in the amount of \$4,491.60 and refund said monies.

Section 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. 2017-174 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2017

CERTIFIED BY ME THIS 25th DAY OF May, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-175

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

RESOLUTION AUTHORIZING CHANGE ORDER #5 FOR SPRINGWOOD AVENUE PARK PROFESSIONAL SERVICES

WHEREAS, on June 4, 2014, the Mayor and City Council of the City of Asbury Park (the City) authorized the award of a professional services contract (the Contract) to Suburban Consulting Engineers Inc. (the Contractor) for professional design, bidding and construction administration services related to the Springwood Park project (the Project) pursuant to the “fair and open” process described in N.J.S.A. 19:44A-20.4 et seq., and as required under the Memorandum of Understanding (the MOU) between the City and State of New Jersey regarding the Transitional Aid funding received by the City; and

WHEREAS, via Resolution 2016-71 authorized and/or ratified change order #'s 1-4; and

WHEREAS, Change Order #5, as outlined in the proposal attached to this Resolution, is recommended to be awarded by the City Manager at a not-to-exceed cost of \$2,000.00; and

WHEREAS, the CFO has Certified the Availability of Funds in account T-20-56-850-893-801.

WHEREAS, Change Order #5 is hereby approved and the City Manager is authorized to sign any and all paperwork associated with it.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes Change Order #5 in an amount not-to-exceed \$2,000.00

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, Superintendent of Public Works, Suburban Consulting Engineers, Director of Planning and Redevelopment, City Attorney, Redevelopment 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. 2017-175 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2017

CERTIFIED BY ME THIS 25th DAY OF May, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-176

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

RESOLUTION APPROVING CONTRACT AMENDMENT FOR T&M ASSOCIATIONS FOR THE OUTFALL DIFUSSER REPAIR PROJECT

WHEREAS, via Resolution 2015-305 dated August 26, 2015 the City of Asbury Park awarded design and construction administration service to T&M Associates for outfall diffuser repair for costs and services outlined in an August 12, 2015 letter to Acting Manager Tony Nuccio; and

WHEREAS, this project is funded through Hurricane Sandy monies and is reimbursable at a 90% rate, therefore the cost is 10% to the City; and

WHEREAS, additional damage was found during the repair work and there was a need for additional construction administration services outside of those outlined in the August 12, 2015 letter; and

WHEREAS, there is a need to amend the original contract/Resolution with T&M Associates for provision of services as outlined in the May 2, 2017 letter to City Manager Michael Capabianco in an amount not to exceed \$5,000 of which 90% (\$4,500) shall be sought by the City as a reimbursement through FEMA; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Capital Account C-08-55-526-013-001; 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, authorizes Contract Amendment #1 in an amount not to exceed \$5,000.00 for the outfall diffuser repair project.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, Superintendent of Public Works, 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. 2017-176 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2017

CERTIFIED BY ME THIS 25th DAY OF May, 2017.

CINDY A. DYE
CITY CLERK



Resolution #2015-305

City of Asbury Park
County of Monmouth
State of New Jersey

A RESOLUTION AUTHORIZING THE CITY ENGINEER TO ADVERTISE, RECEIVE BIDS AND PERFORM CONSTRUCTION ADMINISTRATION FOR THE WASTEWATER TREATMENT PLANT OUTFALL DIFFUSER REPAIRS

WHEREAS, the City of Asbury Park (hereinafter referred to as the "City") is in need to make repairs to the City of Asbury Park Wastewater Treatment Plant Outfall Diffuser due to damage from Hurricane Sandy; and

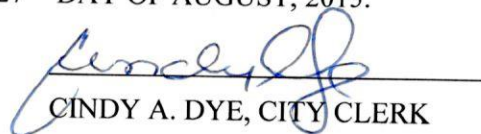
WHEREAS, the City of Asbury Park Council wishes to proceed with the repair and has requested that the City Engineer provide estimates for the needed repairs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the City Engineer is hereby authorized to perform the following:

- a. Finalize specifications and to solicit and receive bids for the above-described project;
- b. The Mayor, the City Clerk and the City Engineer are hereby authorized to execute any documents and to otherwise perform any other tasks required for the City of Asbury Park Wastewater Treatment Plant Outfall Diffuser.
- c. The City Engineer is hereby authorized to perform construction administration services and oversee construction of said improvements.

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. 2015-305, which was finally adopted by the City Council at a meeting held on the 26th day of August, 2015.

CERTIFIED BY ME THIS 27TH DAY OF AUGUST, 2015.


CINDY A. DYE, CITY CLERK

Record of Council Vote on Final Passage			
COUNCIL PERSON	AYE	NAY	N.V
Mayor John Moor	X		
Deputy Mayor Amy Quinn	X		
Council Member Yvonne Clayton	X		
Council Member Jesse Kendle ABSENT			
Council Member Joe Woerner	X		

✓ Indicates vote

N.V- Not Voting Abstain



RESOLUTION NO. 2017-177

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

AMENDING RESOLUTION 2017-150 AUTHORIZING PURCHASE OF THREE POLICE CARS

WHEREAS, the City has a need to three police cars within the Police Department; and

WHEREAS, during the time of the initial price quote and the City authorizing the purchase of the three vehicles via Resolution 2017-150 approved at the April 26, 2017 Council meeting, the State Contract cost increased \$3,924.00 to the following amount

- 2017 Police Interceptor from Winner Ford off of N.J. State Contract #88728 totaling \$11,588.00 (the old price was \$107,664.00)

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account(s): C-04-55-998-169-004, 7-05-512-000-000.

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 purchases outlined in this Resolution for a total amount of \$152,634.33; and

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

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. 2017-177 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2017

CERTIFIED BY ME THIS 25th DAY OF May, 2017.

CINDY A. DYE
CITY CLERK



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

**2017 Police Interceptor Utility, All Wheel Drive
 Base Vehicle**

24527.00

- 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
- Keyed Alike
- Courtesy Lamps Disable
- Rear Door Locks In op
- Rear Window Switch Disabled
- Back up Camera
- Red/Clear Dome 5"
- Headlamps Prep Pkg.
- Tail Light Prep Pkg.
- Drivers Side LED Spotlight
- Power Heated Mirrors
- EAI53 80 Amp Power Source
- Skid Plate

Total

26951.00



Linda Hoffman
(856) 427-2789 Phone
(856) 428-4718 Fax
lhoffman@winnerford.com

Marked Police Interceptor

10245.00

Whelen Duo Liberty All LED Light Bar
 Red/Blue & all white front
 Red/Blue & all amber rear
 2 IONs in Headlights
 2 LED Vertex in Reverse Lights
 EAI Pro Switch Box with Slider Control
 HF100 Siren with Speaker and Bracket
 Havis Vehicle Specific Console
 w/ arm rest, cup holder, mic clip
 Prisoner Partition
 Rear Partition
 Lift Gate Mounted LED's Red/Blue
 Prisoner Seat and Pan
 Window bars
 Push Bumper with Front and Side Lights

COMPLETE COST OF VEHICLE:

37196.00

COMPLETE COST FOR 3 VEHICLES:

111588.00



RESOLUTION NO. 2017-178

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

AUTHORIZING THE CITY OF ASBURY PARK TO TRANSFER TITLE TO PROPERTY LOCATED AT 129 DE WITT AVENUE (BLOCK 1005, LOT 1) TO WEST SIDE COMMUNITY CENTER, INC.

WHEREAS, a review of the public records reveals that the City of Asbury Park (the “City”) is the apparent owner of record of certain real property located at 129 De Witt Avenue (the “Property”), which is also known and designated as Block 1005, Lot 1 on the Asbury Park City Tax Map (the “Tax Map”), and which was formerly known and designated as Block 90, Lot 1 & 2 on the Tax Map; and

WHEREAS, the City’s ownership of the Property was effectuated through an In Rem foreclosure proceeding, which resulted in the entry of a Final Judgment dated March 15, 1996 (the “Final Judgment”); and

WHEREAS, the City has obtained proof that the tax lien which was issued relating to the Property, and which was the basis for the foreclosure of the Property by the City, was satisfied by the prior owner of the Property (West Side Community Center, Inc.); and

WHEREAS, as a result, the Property should not have been included in the Final Judgment; and

WHEREAS, the Mayor and City Council wish to resolve this administrative error by authorizing the City Attorney to undertake the necessary actions to effectuate the transfer of title to the Property back to the prior owner (West Side Community Center, Inc.).

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

1. The City Attorney is hereby authorized to prepare and file the necessary documents, including but not limited to a Quit Claim Deed, in order to effectuate the transfer of title to the Property back to the prior owner (West Side Community Center, Inc.).
2. The Mayor, the City Clerk, and all other City Officials are hereby authorized to execute said documents, which shall be in a form satisfactory to the City Attorney, in order to effectuate the transfer of title

to the Property back to the prior owner (West Side Community Center, Inc.).

3. A certified copy of this Resolution shall be provided to each of the following:
 - (a) West Side Community Center, Inc.
 - (b) Michael Capabianco, City Manager
 - (c) Tyrone Young, Tax Collector
 - (d) Erick Aguiar, Tax Assessor
 - (e) Michele Alonso, City Planner
 - (f) Harry Haushalter, Esq., Special Tax Counsel
 - (g) Frederick C. Raffetto, Esq., Municipal 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. 2017-178 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2017

CERTIFIED BY ME THIS 25th DAY OF May, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-179

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 WATERFRONT REDEVELOPMENT ENTITY, PERMITTING THE REMOVAL OF FIVE (5) ON-STREET PARKING SPACES AND GRANTING A REVOCABLE LICENSE TO PERMIT THE INSTALLATION OF BIKE RACKS, BENCHES AND TRASH RECEPTACLES IN AREAS OF THE CITY RIGHT-OF-WAY ON FOURTH AVENUE ADJACENT TO BLOCK 4104, LOTS 7, 8 AND 9, COMMONLY KNOWN AS 209 FOURTH AVENUE IN CONNECTION WITH THE ASBURY LANES PROJECT

WHEREAS, the City of Asbury Park (the “**City**”), acting in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), has enacted the Waterfront Redevelopment Plan (as amended and supplemented, the “**Redevelopment Plan**”) for an area (the “**Redevelopment Area**”) which includes, but is not limited to, that certain property known as 209 Fourth Avenue and identified on the official tax maps of the City as Block 4104, Lots 7, 8 and 9 (the “**Property**”); and

WHEREAS, Asbury Partners, LLC (the “**Developer**”) previously received conceptual approval from the Mayor and Council on December 23, 2015 by Resolution No. 2015-434 to renovate the existing Asbury Lanes structure on Lot 9, and include additional parking to the east of the building on Lot 8 and portions of Lot 7 (the “**Project**”); and

WHEREAS, the Developer received the requisite approvals from the Planning Board as memorialized in Resolutions adopted by the Planning Board on April 4, 2016 and November 28, 2016 (the “**Planning Approvals**”); and

WHEREAS, the development of the Project in accordance with the Planning Approvals contemplates the removal of five (5) on-street parking spaces located in front of the entrance to the parking lot on the north side of Fourth Avenue, and the replacement of the spaces with on-site parking in accordance with the Infrastructure Component Report, the Waterfront Redevelopment Plan, and the Planning Approvals, and as depicted on the plan sheet attached hereto as **Exhibit A**; and

WHEREAS, the development of the Project in accordance with the Planning Approvals further contemplates the placement of bike racks, benches, and trash receptacles in the undeveloped portion of the Fourth Avenue right of way in front of the Project subject to the

approval of the Mayor and Council for any encroachments proposed into any public right of way areas over which the City has jurisdiction; and

WHEREAS, the Mayor and City Council, acting as the City's Redevelopment Entity, wish to permit the removal of five (5) on-street parking spaces located in front of the Project on the north side of Fourth Avenue, subject to certain conditions set forth below, and

WHEREAS, the Mayor and City Council, acting as the City's Redevelopment Entity, to the extent that the City has jurisdiction over the areas in question, wish to permit the installation and continued presence/maintenance of the bike racks, benches, and trash receptacles in the undeveloped portion of the Fourth Avenue right of way in front of the Project, as further described in, and subject to the terms and conditions set forth in the License Agreement, attached hereto as **Exhibit B**.

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

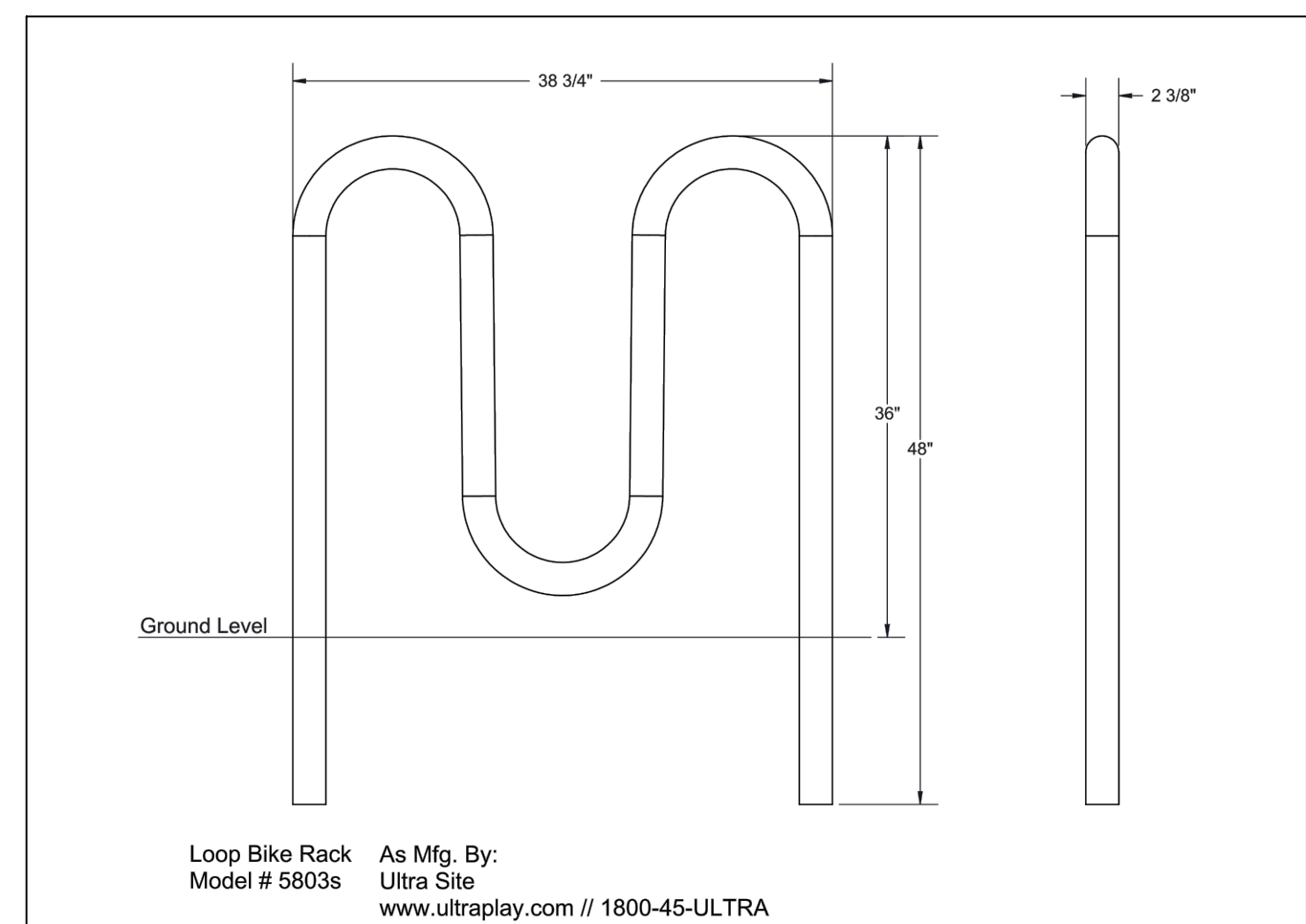
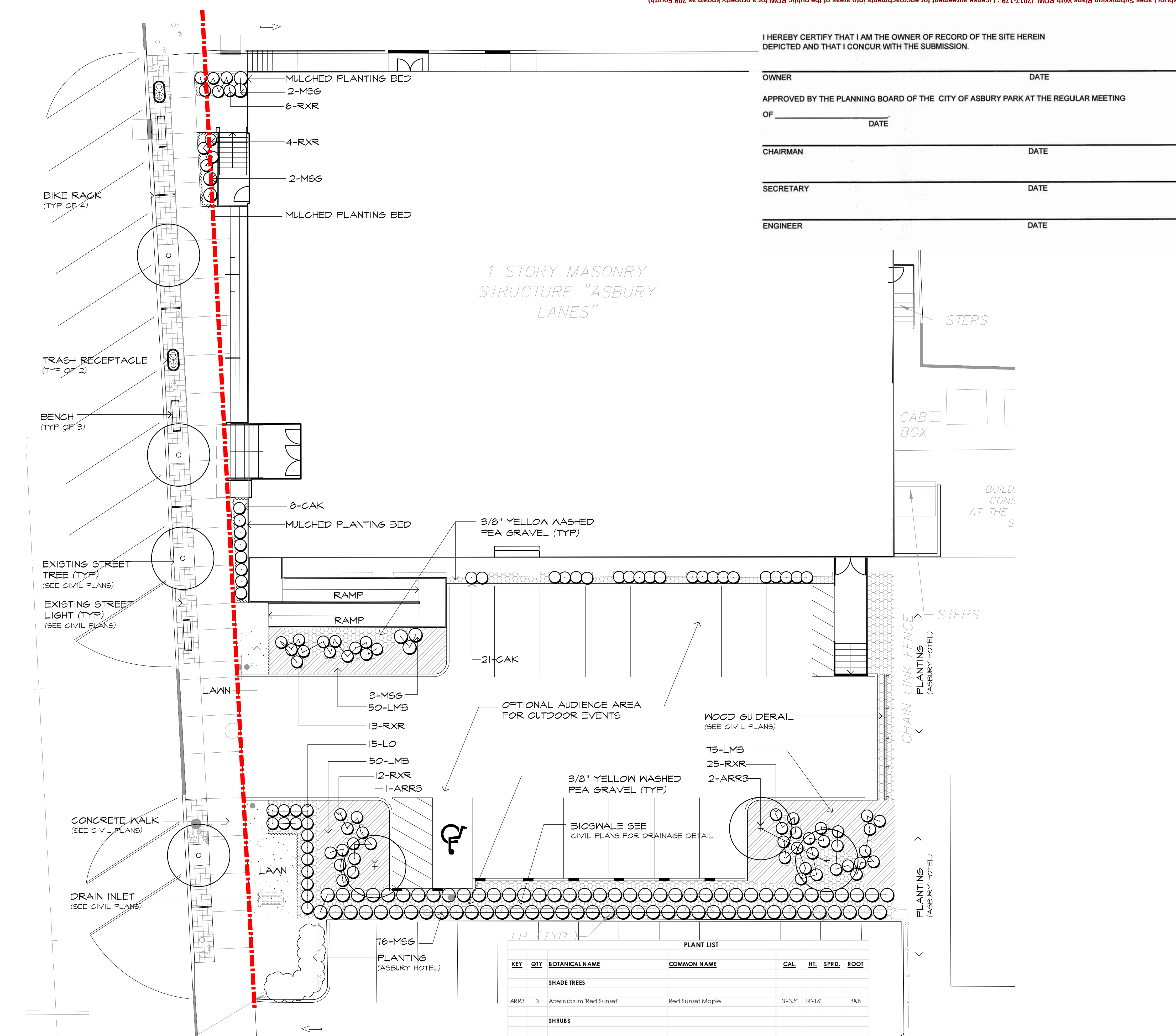
1. The recitals hereto are incorporated herein as if set forth at length.
2. The removal of five (5) on-street parking spaces located in front of the Project on the north side of Fourth Avenue, as further depicted in the plan attached hereto as **Exhibit A**, submitted in accordance with the Planning Approvals is hereby approved, provided that, the Developer must complete the construction of the on-site parking lot containing no less than nineteen (19) total vehicular parking spaces, as further detailed in the Planning Approvals.
3. 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 hereby grants a revocable license to the Developer for the installation and continued presence/maintenance of the bike racks, benches, and trash receptacles in the undeveloped portion of the Fourth Avenue right of way in front of the Project, as further described in, and subject to the terms and conditions set forth in the License Agreement, attached hereto as **Exhibit B**; provided that, nothing in this Resolution shall be construed as placing any encumbrance or limitation upon the unfettered rights in the right of way of the City or any other party that may have an interest therein, which rights or interests may necessitate the future removal of the bike racks, benches, and trash receptacles.
4. The License Agreement attached hereto as **Exhibit B** is approved subject to additions, deletions, modifications or revisions deemed necessary and appropriate in consultation with counsel and authorizes the Mayor, City Manager, City Clerk and other necessary City Officials to execute, deliver and accept the License Agreement and all other necessary documents and undertake all actions reasonably necessary to effectuate the License Agreement and this Resolution,

5. 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. 2017-179 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2017

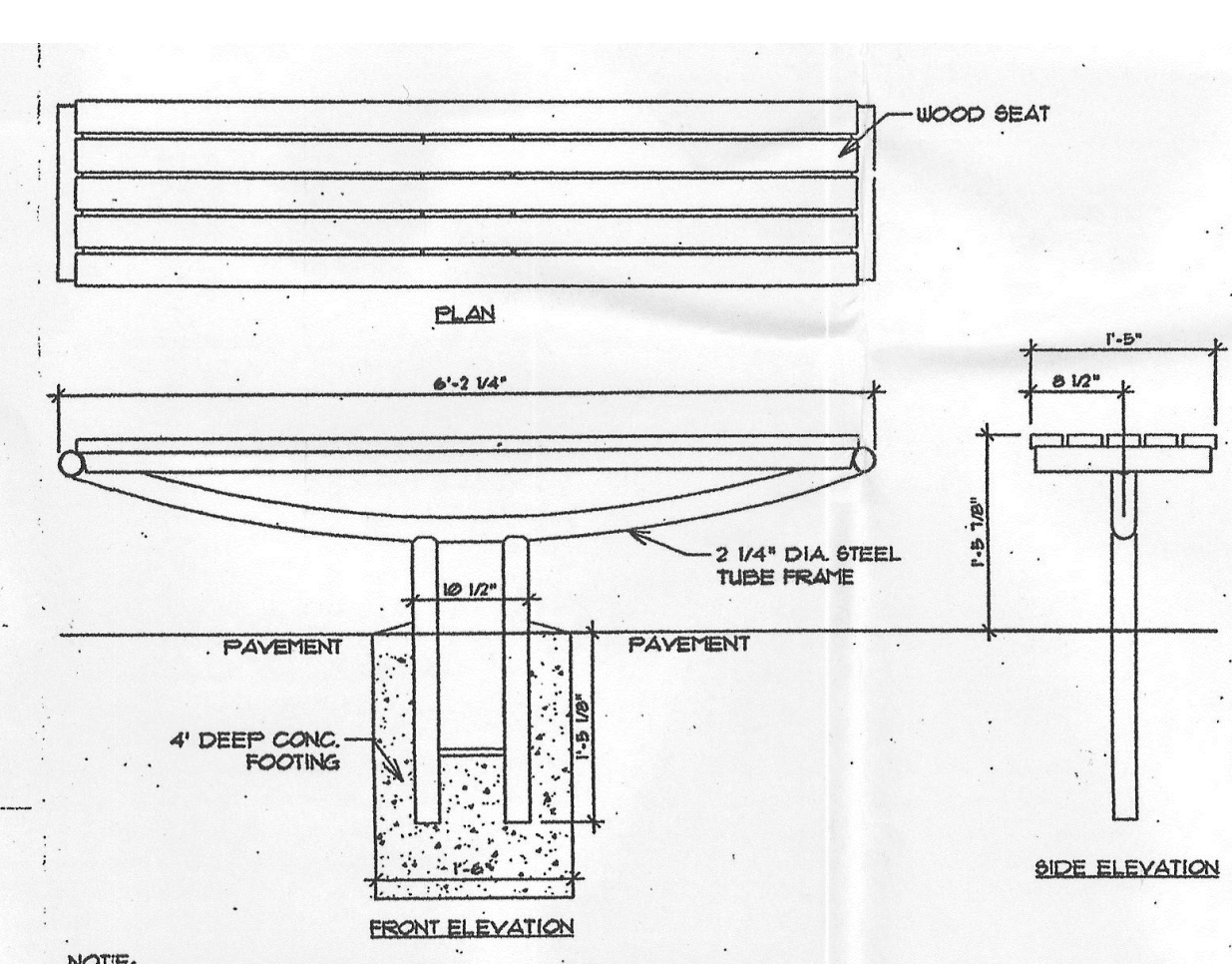
CERTIFIED BY ME THIS 25th DAY OF May, 2017.

CINDY A. DYE
CITY CLERK



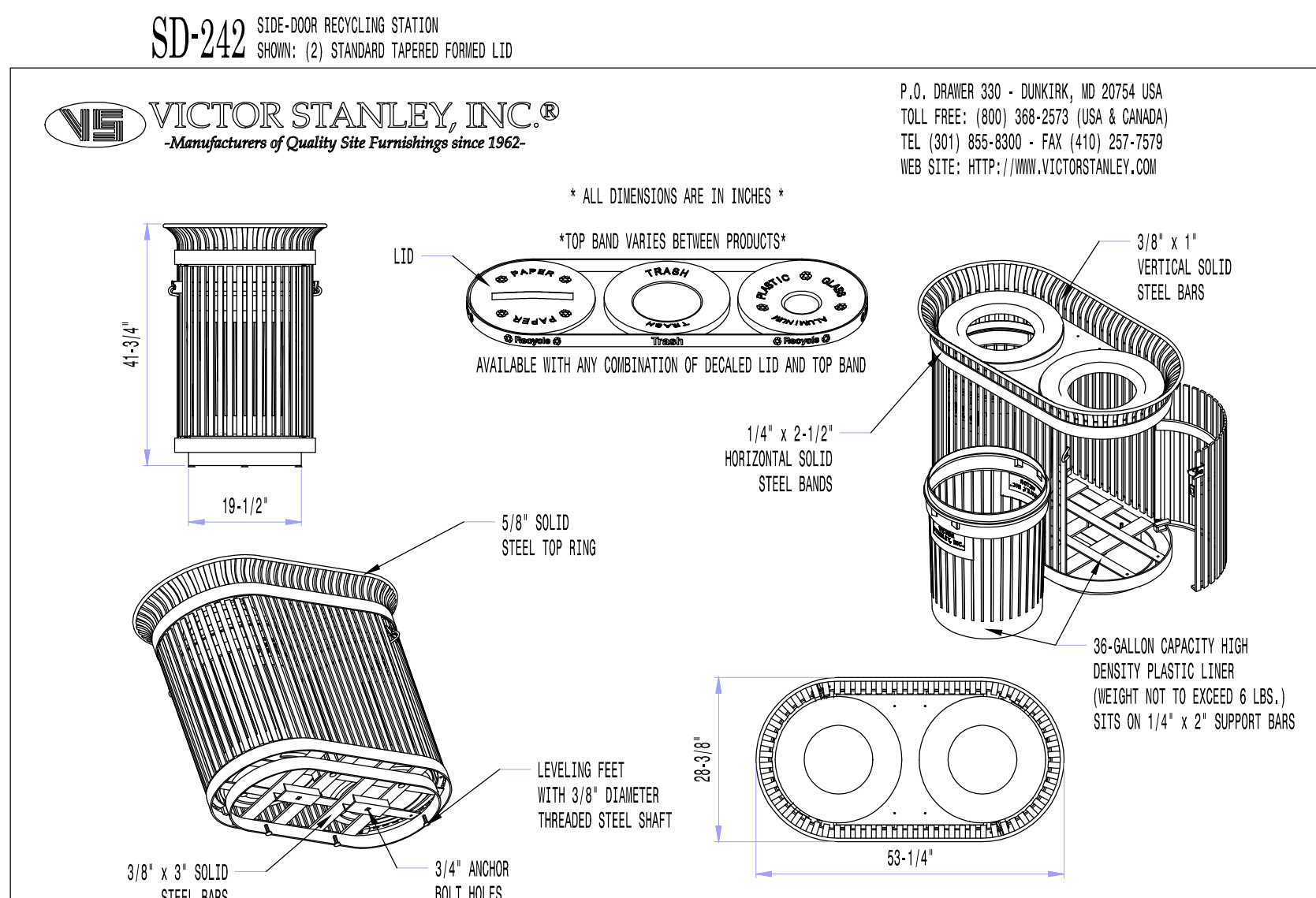
3 L-1 DETAIL: BIKE RACK

N.T.S.



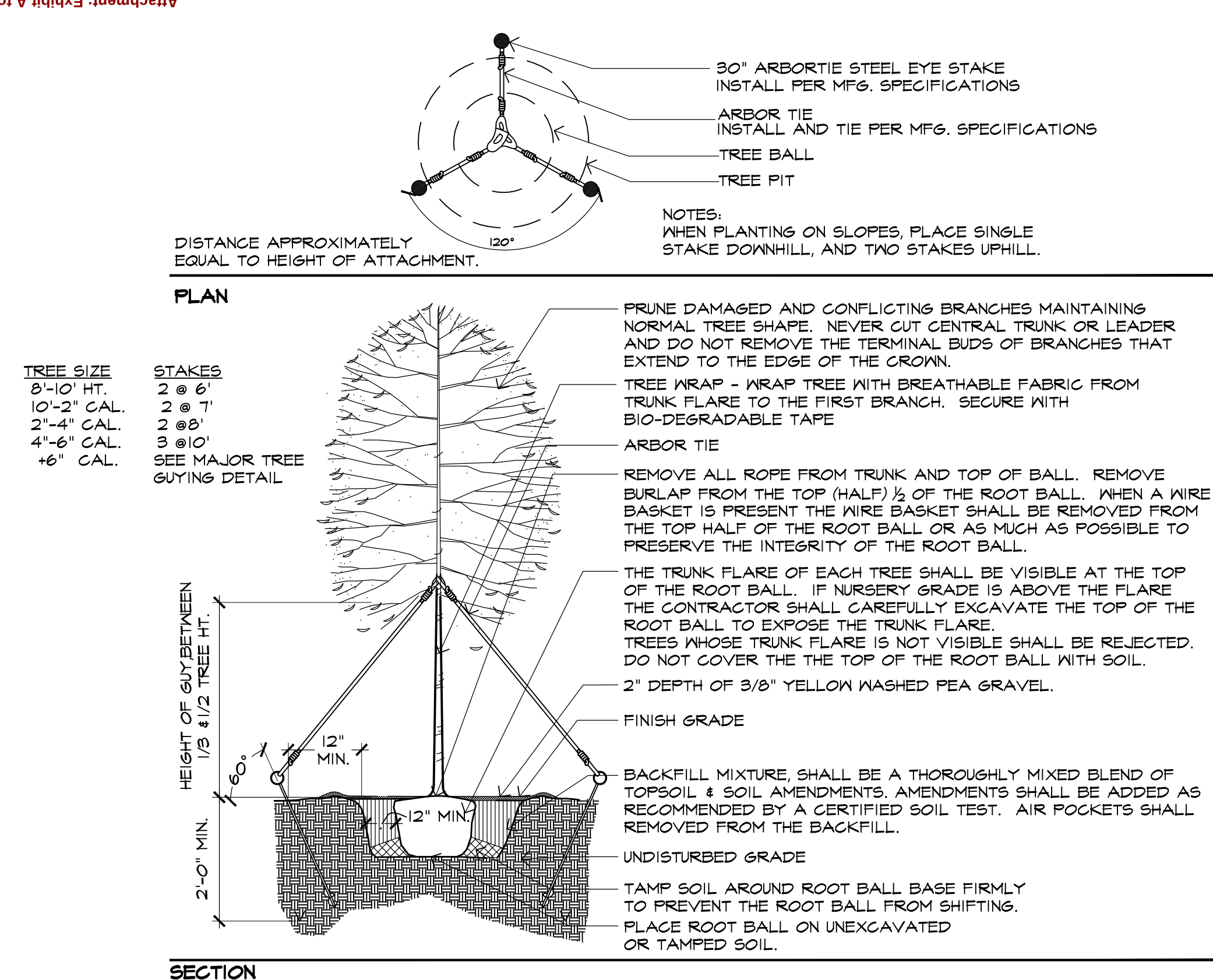
4 L-1 DETAIL: BENCH

N.T.S.



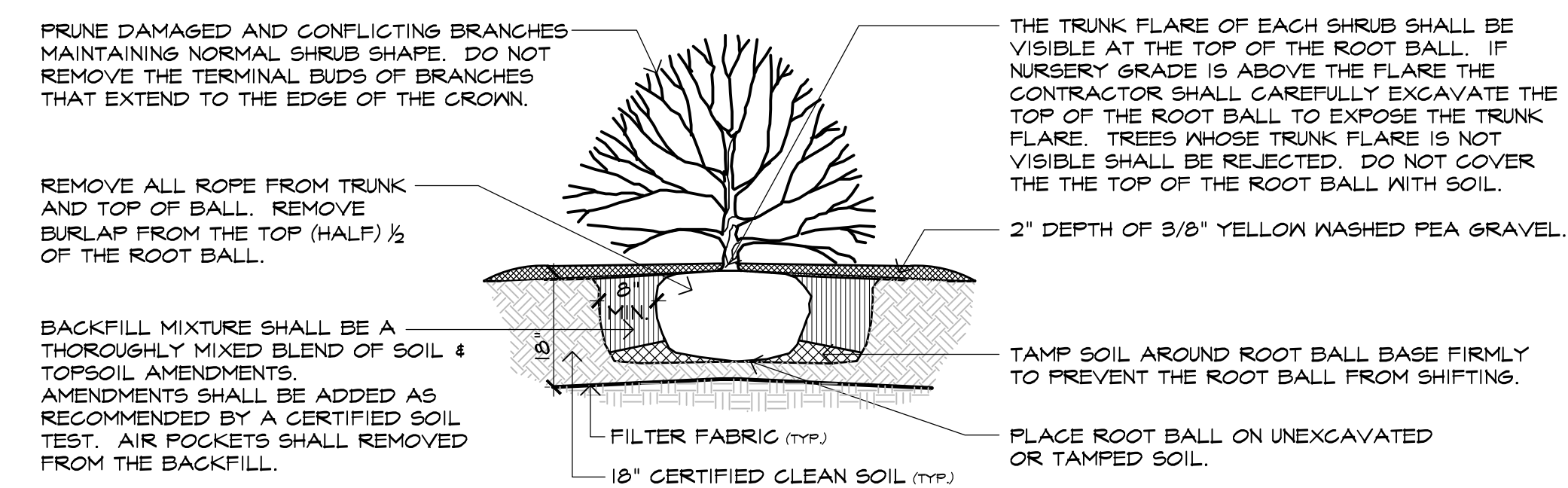
5 L-1 DETAIL: TRASH RECEPTACLE

N.T.S.



1 L-1 DETAIL: DECIDUOUS TREE PLANTING

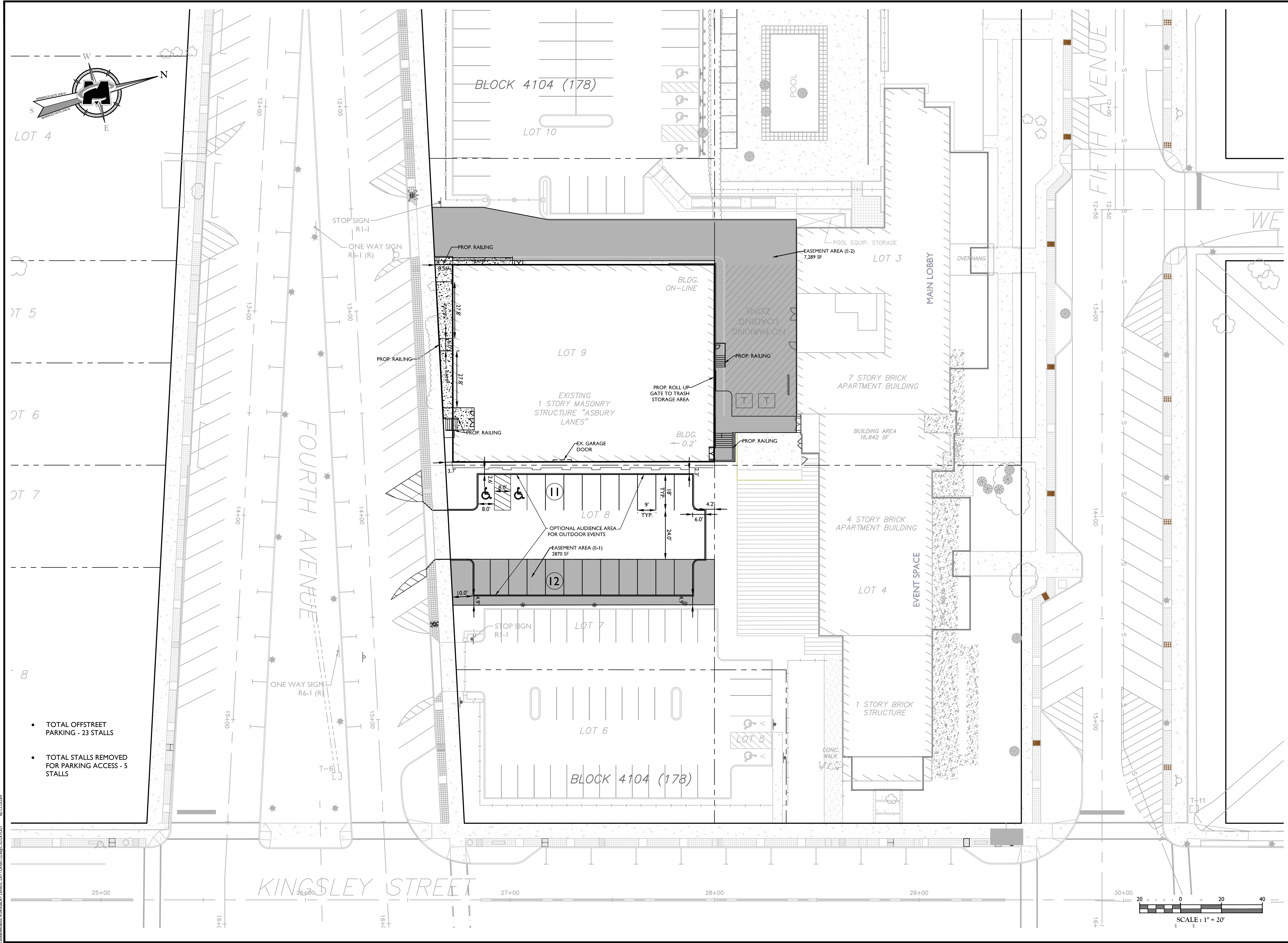
N.T.S.



2 L-1 DETAIL: SHRUB PLANTING

N.T.S.

- PLANTING NOTES:
- THE CONTRACTOR SHALL FURNISH QUANTITIES NECESSARY TO COMPLETE THE PLANTING AS SHOWN ON THE PLANTING PLANS.
 - ALL PLANTS SHALL EQUAL OR EXCEED MEASUREMENTS SPECIFIED IN THE PLANT LIST WHICH ARE THE MINIMUM ACCEPTABLE.
 - PLANTS SHALL BE MEASURED BEFORE PRUNING. NECESSARY PRUNING SHALL BE PERFORMED AFTER THE PLANT IS UNTIED AND PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY MAJOR PRUNING REQUIREMENTS DUE TO DAMAGE. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL THAT NEEDS SIGNIFICANT PRUNING DUE TO DAMAGE FROM SHIPMENT OR HANDLING.
 - WHEN FORMAL ARRANGEMENTS OR CONSECUTIVE ORDER OF TREES OR SHRUBS IS SHOWN, STOCK SHALL BE SELECTED FOR UNIFORM HEIGHT AND SPREAD AND LABELED BY NUMBER TO ASSURE SYMMETRY IN PLANTING.
 - WHEN ALL PLANT MATERIAL HAS BEEN SELECTED AND PRE-TAGGED BY THE LANDSCAPE CONTRACTOR, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED IN ORDER TO SCHEDULE INSPECTION WITH A MINIMUM OF 3 DAYS ADVANCE NOTICE.
 - THE CONTRACTOR SHALL ACCOMPANY THE LANDSCAPE ARCHITECT ON ALL INSPECTIONS.
 - THE CONTRACTOR SHALL HAVE SUFFICIENT ALTERNATE CHOICES TO PREVENT LOSS OF TIME IN THE EVENT THAT SOME TREES FAIL TO MEET THE APPROVAL OF THE LANDSCAPE ARCHITECT.
 - ALL TREES MUST BE APPROVED IN THE FIELD BY THE LANDSCAPE ARCHITECT BEFORE DIGGING BEGINS.
 - LOCATIONS OF PLANT MATERIAL SHOWN ON PLANS ARE APPROXIMATE. FINAL LOCATIONS WILL VARY FROM PLAN AND SHALL BE DETERMINED IN THE FIELD UNDER THE DIRECTION OF THE LANDSCAPE ARCHITECT.
 - CONTRACTOR SHALL PROVIDE PRE-MARKED COLOR-CODED FLAGS FOR ALL SHADE TREES, EVERGREEN TREES, AND FLOWERING TREES.
 - LANDSCAPE ARCHITECT SHALL PLACE THE COLOR-CODED FLAG TO INDICATE PLANT LOCATIONS.
 - CONTRACTOR SHALL PLACE TREES ABOVE GROUND IN ACCORDANCE WITH THE FLAGGED LOCATION. THE LANDSCAPE ARCHITECT MAY REQUEST THE CONTRACTOR TO MOVE, TURN OR RELOCATE THE PLANT MATERIAL AT THIS TIME. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR PRE-DIG TREE PITS.
 - UPON FINAL APPROVAL BY THE LANDSCAPE ARCHITECT OF TREE PLACEMENT, CONTRACTOR SHALL PAINT A CIRCLE AROUND THE BALL OF THE TREE, MOVE TREE AND EXCAVATE TREE PIT.
 - PLANTS SHALL BE TYPICAL OF THEIR SPECIES AND VARIETY, HAVE NORMAL GROWTH HABITS, WELL DEVELOPED BRANCHES, DENSELY FOLIATED, VIGOROUS ROOT SYSTEMS, BE FREE FROM DEFECTS AND INJURIES AND COMPLY WITH ANY SPECIAL INSTRUCTIONS NOTED WITHIN THE PLANT LIST.
 - PLANT MATERIAL SHALL BE PLANTED ON THE DAY OF DELIVERY. IN THE EVENT THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROTECT PLANT STOCK WHICH HAS NOT BEEN PLANTED. PLANTS SHALL NOT REMAIN UNPLANTED FOR LONGER THAN A THREE DAY PERIOD AFTER DELIVERY.
 - QUALITY, BRANCHING AND SIZE OF PLANTS, INCLUDING ROOT SIZE SHALL BE IN ACCORDANCE WITH "AMERICAN STANDARDS FOR NURSERY STOCK," ANSI Z601-2014 (OR MOST RECENT EDITION) AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
 - B&B PLANTS SHALL BE HANDLED FROM THE BOTTOM OF THE ROOT BALL ONLY. PLANTS WITH BROKEN, SPLIT OR DAMAGED ROOT BALLS SHALL BE REJECTED.
 - ALL PLANTING BEDS SHALL BE PREPARED WITH A DEPTH OF 2 INCHES OF 3/8" YELLOW WASHED PEA GRAVEL. PEA GRAVEL SHOULD NOT COME INTO CONTACT WITH THE ROOT COLLAR OF TREES OR SHRUBS. THE TOP OF THE ROOT BALL FOR ALL B&B PLANTS SHALL BE EXCAVATED TO EXPOSE THE ROOT FLARE. THE ROOT FLARE SHALL BE AT THE TOP OF THE BALL AND PLANTED LEVEL OR 1" ABOVE FINISHED GRADE. ALL BEDLINES SHALL BE CUT FOUR INCHES DEEP INTO A "V" SHAPED GROOVE TO PROVIDE A WELL DEFINED EDGE. THE LAYOUT OF ALL BEDLINES SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT ON-SITE PRIOR TO CUTTING.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITY MARK OUTS AND COMPLIANCE WITH ALL FEDERAL, STATE OR LOCAL CODES, LAWFUL ORDERS OR REGULATIONS GOVERNING UPON THIS WORK.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION AND MAINTENANCE OF ALL TREE GUYS, STAKES, SUPPORTS AND MULCH RINGS OR BEDS DURING THE CONSTRUCTION AND MAINTENANCE PERIOD.
 - THE CONTRACTOR SHALL REPORT ANY SOIL OR DRAINAGE CONDITIONS CONSIDERED DETRIMENTAL TO THE GROWTH OF THE PROPOSED PLANT MATERIAL. TREES SHALL BE PRUNED OF ANY BRANCHES THAT INTERFERE WITH PEDESTRIANS, VEHICLES OR SIGNS. SHADE TREES MUST BE SINGLE TRUNK, TREE FORM SPECIMENS. ALL PARKING LOT AND STREET TREES SHALL BE LIMBED TO A HEIGHT OF SEVEN FEET.
 - ANY DISCREPANCY BETWEEN THE PLANS AND FIELD CONDITIONS SHALL BE RESOLVED BY THE LANDSCAPE ARCHITECT IN THE FIELD.
 - PLANTING OPERATIONS SHALL BE PERFORMED DURING PERIODS WITHIN THE PLANTING SEASON WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE AND IN ACCORDANCE WITH ACCEPTABLE LOCAL PRACTICE. TREES AND SHRUBS SHOULD BE INSTALLED DURING THE FOLLOWING FALL AND SPRING SEASONS, WITH THE EXCEPTION OF TREES WHICH EXPERIENCE A FALL DIGGING HAZARD WHICH SHOULD ONLY BE PLANTED IN THE SPRING.
 - ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A MINIMUM PERIOD OF 1 YEAR FROM THE TIME OF LANDSCAPE APPROVAL BY TOWNSHIP LANDSCAPE ARCHITECT AND/OR REVIEWING AUTHORITY.
- FALL: AUG. 15-DEC. 15 EVERGREEN TREES
OCT. 15-DEC. 15 DECIDUOUS TREES
SPRING: MAR. 1-MAY 15 ALL PLANTS



- TOTAL OFFSTREET PARKING - 23 STALLS
- TOTAL STALLS REMOVED FOR PARKING ACCESS - 5 STALLS

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REV.	DATE	DRAWN BY	DESCRIPTION
1	11/10/15	RT	ADD PARKING STALL INFORMATION
2	11/10/15	CDC	REVISED PER EASEMENT AREAS AND DOOR LOCATIONS

CONCEPT PLAN

FOR

ASBURY LANES

BLOCK 4104 LOTS 8 & 9

CITY OF ASBURY PARK
MONMOUTH COUNTY
NEW JERSEY

RED BANK OFFICE
Corporate Headquarters
331 Newman Springs Road
Suite 203
Red Bank, NJ 07701
Phone: 732.383.1950
Fax: 732.383.1984
email: solutions@maserconsulting.com

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	09/28/15	DSS	RJC
PROJECT NUMBER:	DRAWING NAME:		
13000604A	CLAYT-LANES (2)		

SHEET TITLE

CONCEPT PLAN

SHEET NUMBER

1 of 1

**LICENSE AGREEMENT FOR ENCROACHMENT INTO AREAS OF THE PUBLIC
RIGHT OF WAY ON FOURTH AVENUE ADJACENT TO BLOCK 4104, LOTS 7, 8
AND 9, COMMONLY KNOWN AS 209 FOURTH AVENUE IN CONNECTION WITH
THE ASBURY LANES PROJECT**

THIS LICENSE AGREEMENT (the “Agreement”) is entered into this ____ day of May, 2017 (the “**Effective Date**”), by and between Asbury Partners LLC, whose mailing address is 1100 Ocean Avenue, Asbury Park, NJ 07712 (the “**Licensee**”), and the City of Asbury Park, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, NJ 07712 (the “**Licensor**” or the “**City**”) individually referred to a “**Party**” or collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, the City, acting in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), has enacted the Waterfront Redevelopment Plan (as amended and supplemented, the “**Redevelopment Plan**”) for an area (the “**Redevelopment Area**”) which includes, but is not limited to, that certain property known as 209 Fourth Avenue and identified on the official tax maps of the City as Block 4104, Lots 7, 8 and 9 (the “**Property**”); and

WHEREAS, the Licensee previously received conceptual approval from the Mayor and Council on December 23, 2015 by Resolution No. 2015-434 to renovate the existing Asbury Lanes structure on Lot 9, and include additional parking to the east of the building on Lot 8 and portions of Lot 7 (the “**Project**”); and

WHEREAS, the Licensee received the requisite approvals from the Planning Board as memorialized in Resolutions adopted by the Planning Board on April 4, 2016 and November 28, 2016 (the “**Planning Approvals**”); and

WHEREAS, the development of the Project in accordance with the Planning Approvals contemplates certain streetscape improvements, including the placement of bicycle racks, benches, and trash receptacles in the undeveloped portion of the Fourth Avenue in front of the Project, as depicted on the plan sheet attached hereto as **Exhibit A**; and

WHEREAS, the proposed location of the bicycle racks, benches, and trash receptacles, as shown on **Exhibit A**, will encroach into the public right of way areas in certain respects; and

WHEREAS, the Licensee has requested that the City allow it to encroach into the public right of way areas for the installation and continued presence/maintenance of the bicycle racks, benches, and trash receptacles as shown on **Exhibit A**; and

WHEREAS, to the extent that the City has jurisdiction over the areas in question, the City is willing to permit the installation and continued presence/maintenance of the bicycle racks, benches, and trash receptacles within any public right of way areas as shown on **Exhibit A**, for the nominal sum of One Dollar (\$1.00) and pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, based upon the mutual promises, terms and conditions set forth below and for other good cause and valuable consideration, the adequacy of which the parties hereto expressly acknowledge, the parties hereto agree as follows:

1. The recitals hereto are incorporated herein as if set forth at length.
2. To the extent that the City has jurisdiction over the areas in question and without making any affirmative representations with regard thereto, the City/Licensor hereby grants to the Licensee the revocable right (also known as the “**License**”) to install and maintain bicycle racks, benches, and trash receptacles (collectively, the “**Streetscape Improvements**”) within the public right of way areas that are under the City’s jurisdiction, as shown on **Exhibit A**, for the nominal sum of One Dollar (\$1.00). The Licensee shall be responsible to repair/replace said Streetscape Improvements as necessary (i.e., in case of damage, age, etc.), on its own or per the request of the City/Licensor, at the Licensee’s own cost and expense.

3. The within License shall be revocable at the will of City/Licensor, and the Licensee shall have no recourse whatsoever against the City/Licensor if said privilege is revoked, in whole or in part, at any time and/or for any reason whatsoever during the course of the within Agreement.

4. The Licensee will exercise the privilege granted herein at the Licensee's own risk and agrees that it will never claim any damages against the City/Licensor for any injury or damages sustained to any person or property relating to the Licensee's exercise of the privilege granted herein, regardless of any fault or negligence of the City/Licensor.

5. The Licensee shall name the City/Licensor as an additional insured on its general liability insurance policy covering the properties. The Licensee further agrees to indemnify and hold harmless the City/Licensor, as well as all officials, employees and agents of the City/Licensor, against any and all liability for injury or damages sustained to any person or property relating to the Licensee's exercise of the privilege granted herein, and shall be responsible for all expenses, including legal fees, resulting from, arising out of, or in any way connected to the exercise of the privilege granted to the Licensee, its successors and/or assigns.

6. Nothing in this License shall be construed as placing any encumbrance or limitation upon the unfettered rights in the right of way of the City, or any other party that may have an interest therein, which rights or interests may necessitate the future removal of the bicycle racks, benches, and trash receptacles.

7. The Licensee acknowledges that additional approvals may be required from other agencies or authorities for use of any public right of way areas shown on Exhibit A that are outside of the jurisdiction of the City/Licensor.

8. The Licensee shall advise the City in writing (sent by certified mail, return receipt requested, to the attention of both the City Clerk and the City Manager) of any proposed transfer of title to the Property at least sixty (60) days prior to the intended closing date.

9. 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.

10. This Agreement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year first written above.

WITNESS:

Asbury Partners, LLC

Print Name: _____

By: _____

Title: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATTEST:

City of Asbury Park

By: Cindy A. Dye
Title: Municipal Clerk

By: Honorable John Moor
Title: Mayor

Attachment: Exhibit B License Agreement for improvements in ROW for Asbury Lanes (2017-179 : License agreement for encroachments into

EXHIBIT A

Attachment: Exhibit B License Agreement for improvements in ROW for Asbury Lanes (2017-179 : License agreement for encroachments into



RESOLUTION NO. 2017-180

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK AUTHORIZING THE SECOND AMENDMENT TO THE REDEVELOPMENT AND LAND DISPOSITION AGREEMENT WITH THE MICHAELS DEVELOPMENT COMPANY I, L.P., AS REDEVELOPER OF CERTAIN PARCELS LOCATED WITHIN THE CITY'S 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, the City of Asbury Park (the “**City**”) designated certain parcels therein as an area in need of redevelopment (the “**Springwood Avenue Redevelopment Area**”), and thereafter adopted the Springwood Avenue Redevelopment Plan in accordance with N.J.S.A. 40A:12A-7 for the Springwood Avenue Redevelopment Area (the “**Redevelopment Plan**”); and

WHEREAS, the City has acquired land in the Springwood Avenue Redevelopment Area, and The Michaels Development Company I, L.P. proposes to develop the following sites in the Springwood Avenue Redevelopment Area, being known as:

Site B located at the southeast corner of Springwood Avenue and Sylvan Avenue comprising Block 702, Lots 2-4 and the Wesley Place right-of-way located between Lots 3 and 4.

Site C located at the southwest corner of Springwood Avenue and Sylvan Avenue comprising Block 803, Lots 21-29 and portion of Block 804, Lot 1, including the vacated portion of Lee's Lane.

Site D located at the northwest corner of Springwood Avenue and Sylvan Avenue comprising Block 1206, Lots 13-21.

(collectively the “**Project Area**”); and

WHEREAS, The Michaels Development Company I, L.P. proposes to develop these sites with approximately 64 residential units and approximately 1,350 square feet of commercial space, (collectively the “**Project**”); and

WHEREAS, the City has designated The Michaels Development Company I, L.P. as the approved redeveloper selected by the City to implement this Project in this Project Area in the Springwood Avenue Redevelopment Area and as part of, and in furtherance of the Redevelopment Plan; and

WHEREAS, the City and The Michaels Development Company I, L.P. entered into that certain Redevelopment and Land Disposition Agreement dated September 5, 2014 (the “**RDA**”); and

WHEREAS, the Parties entered into that certain First Amendment to Redevelopment & Land Disposition Agreement dated September 1, 2016 (the “**First Amendment**”), which removed the Phase 2 Parcels from the RDA; and

WHEREAS, in furtherance of the RDA, the City and the Redeveloper entered into that certain Option Agreement to Enter into Ground Lease dated July 3, 2014 for the Ground Lease contemplated in the RDA, and subsequently entered into certain agreements to extend the Option Agreement to Enter Into Ground Lease, with the cumulative effect of extending the option to enter into the Ground Lease through June 30, 2017 (collectively the “**Option Agreement**”); and

WHEREAS, the Parties desire to further amend the RDA, as amended by the First Amendment, including the form of Ground Lease to the RDA, to include certain requested revisions to accommodate the financing programs used to develop affordable housing; and

WHEREAS, the City and The Michaels Development Company I, L.P. negotiated an agreement entitled the: “Second Amendment to the Redevelopment and Land Disposition Agreement” (the “**Second Amendment**”) a copy of which is attached hereto as **Exhibit A**, with respect to the Project to ensure the success of the Project and the City desires to approve the same in accordance with the Act and the Springwood Avenue Redevelopment Plan; and

WHEREAS, the Mayor and City Council believe that the execution of the Second Amendment is in the best interests of the City and desires to approve the Second Amendment and authorize the execution of the same,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK AS FOLLOWS:

Section 1. Recitals. The recitals hereto are fully incorporated herein as if set forth at length.

Section 2. Approval of the Second Amendment. The Second Amendment, 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.

Section 3. Execution of the Second Amendment. The Mayor of the City of Asbury Park, in the County of Monmouth is hereby authorized and directed, upon satisfaction of all the legal conditions precedent to the execution and delivery by the City of the Second Amendment, to execute the Second Amendment, 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 2 hereof.

Section 4. Attestation and Sealing of the Second Amendment. The Clerk of the City is hereby authorized and directed, upon the execution of the Second Amendment and required exhibits, including the Ground Lease, in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor upon such documents and is hereby further authorized and directed thereupon affix the corporate seal of the City upon such documents.

Section 5. Implementation of the Second Amendment. Upon the execution and attestation and placing of the seal on the Second Amendment as contemplated by Sections 3 and 4 hereof, the Mayor, 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 Mayor and/or City Manager deems necessary or desirable in relation to the execution and delivery of the Second Amendment 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 Second Amendment and this Resolution.

Section 7. Effective Date. 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. 2017-180 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2017

CERTIFIED BY ME THIS 25th DAY OF May, 2017.

CINDY A. DYE
CITY CLERK

**SECOND AMENDMENT TO THE
REDEVELOPMENT AND LAND DISPOSITION AGREEMENT**

By and Between

**City of Asbury Park,
as Redevelopment Entity**

And

**The Michaels Development Company I, L.P.,
as Redeveloper and Guarantor**

Dated as of May __, 2017

This **SECOND AMENDMENT TO THE REDEVELOPMENT AND LAND DISPOSITION AGREEMENT** (the “**Amendment**”) is made as of this _____ day of May, 2017 (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 **THE MICHAELS DEVELOPMENT COMPANY I, L.P.**, a New Jersey limited partnership having its principal offices at 3 E. Stow Road, P.O. Box 994, Marlton, New Jersey 08053 (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 entered into that certain Redevelopment and Land Disposition Agreement dated September 5, 2014 (the “**RDA**”); and

WHEREAS, the Parties entered into that certain First Amendment to Redevelopment & Land Disposition Agreement dated September 1, 2016 (the “**First Amendment**”), which removed the Phase 2 Parcels(as such term is defined therein) from the RDA; and

WHEREAS, in furtherance of the RDA, the City and the Redeveloper entered into that certain Option Agreement to Enter into Ground Lease dated July 3, 2014 for the Ground Lease contemplated in the RDA, and subsequently entered into certain agreements to extend the Option Agreement to Enter Into Ground Lease, with the cumulative effect of extending the option to enter into Ground Lease through June 30, 2017 (collectively the “**Option Agreement**”); and

WHEREAS, the Parties desire to further amend the RDA, as amended by the First Amendment,

NOW, THEREFORE, in consideration of the foregoing promises, covenants and agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Redeveloper, intending to be legally bound, agree as follows:

1. The recitals hereto are incorporated herein as if set forth at length.
2. Section 1.1. Defined Terms, subsection (2) entitled: “The Parties agree that the following terms shall have the meanings specified below:” shall be amended, as follows:
 - (a) Delete the term and definition of “**Ground Rent**”.
 - (b) Insert the following term and definition: **Impact Fee**: Defined in Section 12.2.6.
 - (c) Delete the definition of “Remediation Credit” and replace with the following definition:

Financing Contingency: Subject to Section 3.2 hereof, the requirement that Redeveloper use commercially reasonable efforts to cause an Owner Entity, as appropriate, obtain and have in place (*i.e.* have commitments for financing required to Commence Construction and Complete Construction of the applicable Phase.)

(d) Delete the definition of “**Remediation Credit**” and replace with the following definition:

Remediation Credit: A credit, not to exceed \$140,000.00, towards the Impact Fee, 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 Parcels; *excluding*, grants or other third party funds that provide for the repayment or reimbursement to the Redeveloper for such costs, and excluding any cost of construction of Project Improvements that may serve as engineering controls or otherwise satisfy Remediation requirements.

3. Section 3.2, presently entitled: “**Financing Contingency**” shall be deleted in its entirety and replaced with the following

3.2 Financing Contingency. *The provisions of this Section 3.2 shall supercede any provisions in this Agreement and/or the Ground Lease relating to the Financing Contingency and/or Default.* Redeveloper shall satisfy the Financing Contingency for the following sources of financing:

(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.

(E.) And specifically including closing on the following financing:

- (1) New Jersey Housing and Mortgage Finance Agency 1st Mortgage (Construction Permanent) currently anticipated to be about \$10,630,073.
- (2) New Jersey Housing and Mortgage Finance Agency 2nd Mortgage (Hurricane Sandy) currently anticipated to be about \$8,875,524.

- (3) Monmouth County HOME financing currently anticipated to be about \$533,000.
- (4) Tax Credit Equity currently anticipated to be about \$7,405,003.

(F.) The failure of the Redeveloper and/or Owner Entity to close on the forgoing sources of financing by August 31, 2017 shall constitute an incurable and irrevocable termination of this Agreement and the Lease and shall constitute an Event of Default of this Agreement and the Lease without the need for the notice and cure provisions in Article IX, and Sections 11.6 and 11.7 of this Agreement and/or Sections 14, 22.2, 22.3 and/or 22.9 of the Lease or other notice by the City.

4. The title of Section 6.2, presently entitled: “**Ground Leases of the Parcels to Redeveloper**” shall be deleted in its entirety and replaced with: “**Ground Lease to Redeveloper**”; and, Subsection A, entitled: “**Ground Leases and Ground Rent**” shall be deleted in its entirety and replaced with the following:

A. Ground Lease. Following the satisfaction of the Approvals Contingency and the Financing Contingency, or earlier should the same be required to obtain financing or meet related contingencies, the City shall enter into a Ground Lease with Redeveloper and/or Owner Entity, generally in the form annexed hereto as **EXHIBIT E**, with such additional or different terms and conditions as lenders (other than the City) and investors typically require in connection with the financing for ground leases for affordable housing projects as may be required in connection with the satisfaction of the Financing Contingency. If the Lessee is other than the Redeveloper, such Lessee shall be subject to the covenants as further detailed in Section 5.1.A, and shall acknowledge the Declaration of Covenants and Restrictions substantially in the form annexed hereto as **EXHIBIT B**, to evidence their recognition of, and acceptance of, this obligation. Further the Lessee under the Ground Lease shall acknowledge this Agreement to evidence their recognition of, and acceptance of, this obligation and other terms and conditions of this Agreement which are applicable to the Ground Lease.

5. In Section 9.1 entitled: “**Events of Default**” subsection F entitled: “**Cross-Defaults**” shall be deleted in its entirety and replaced with the following:

F. Cross-Defaults. A Default or Event of Default under this Agreement shall also constitute a Default or Event of Default under the Ground Lease, and the non-defaulting Party shall be entitled to pursue any and all remedies available to it pursuant to this Agreement. A Default or Event of Default under the Ground Lease shall also constitute a Default or Event of Default under this Agreement, and the non-defaulting Party shall be entitled to pursue any and all remedies available to it pursuant to the Ground Lease.

6. Section 12.2 entitled: “**COMMUNITY INITIATIVES**” shall be amended to add new Section 12.2.6 as follows:

12.2.6. Impact Fee.

The Impact Fee shall be paid to the City no later than August 31, 2017. The Impact Fee shall be the product of the number of residential units on the Leased Premises times \$10,000.00 per unit, less the Remediation Credit, if any. The City will accept payment of the Impact Fee from the related entity of the Redeveloper, being: Michaels Community Service Corporation d/b/a Better Tomorrows. The failure of the Redeveloper and/or Michaels Community Service Corporation d/b/a Better Tomorrows to pay the Impact Fee in full by August 31, 2017 shall constitute an incurable and irrevocable termination of this Agreement and the Lease and shall constitute an Event of Default of this Agreement and the Lease without the need for the notice and cure provisions in Article IX, and Sections 11.6 and 11.7 of this Agreement and/or Sections 14, 22.2, 22.3 and/or 22.9 of the Lease or other notice by the City. Michaels Community Service Corporation d/b/a Better Tomorrows shall acknowledge this Agreement to evidence their recognition of, and acceptance of, this obligation.

7. **EXHIBIT C** entitled: “**Project Schedule**” shall be deleted in its entirety and replaced with the new **EXHIBIT C** attached hereto.
8. **EXHIBIT E** entitled: “**Form of Ground Lease**” shall be deleted in its entirety and replaced with the new **EXHIBIT E** attached hereto.
9. All terms and conditions of the RDA and the First Amendment shall remain in full force and effect, except to the limited extent modified herein.
10. This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date appearing on the cover page hereof.

CITY OF ASBURY PARK

Attest:

By: _____
Cindy Dye,
City Clerk

By: _____
John Moor,
Mayor

THE MICHAELS DEVELOPMENT COMPANY I, L.P.

**By: The Michaels Development
Holding Corporation, LLC**

Attest:

By: _____
John J. O'Donnell,
President

By: _____

Attachment: Second Amendment to RDA - Michaels-Asbury Park (2017-180 : Michael's Development Group - Second Amendment)

**Acknowledged, agreed and consented to, by Lessee, per Section 6.2.A, and specifically
Sections 3.2, 9.1.F and 12.2.6 hereof:**

Lessee:

SPRINGWOOD AVENUE ASSOCIATES, LP,
By: Springwood-Michaels LLC, its general partner

Attest:

By: _____
Joel Silver,
Vice President

By: _____

Attachment: Second Amendment to RDA - Michaels-Asbury Park (2017-180 : Michael's Development Group - Second Amendment)

**Acknowledged, agreed and consented to, by Michaels Community Service Corporation
d/b/a Better Tomorrows, per Section 12.2.6 hereof:**

Michaels Community Service Corporation d/b/a Better Tomorrows

**By: The Michaels Development
Holding Corporation, LLC**

Attest:

By: _____
John J. O'Donnell,
President

By: _____

Attachment: Second Amendment to RDA - Michaels-Asbury Park (2017-180 : Michael's Development Group - Second Amendment)

EXHIBIT C
PROJECT SCHEDULE

Financing Contingency	August 31, 2017
Project Closing	August 31, 2017
Construction (14 months)	October 31, 2018
Full Rent Up	April 31, 2019

EXHIBIT E
FORM OF GROUND LEASE

Attachment: Second Amendment to RDA - Michaels-Asbury Park (2017-180 : Michael's Development Group - Second Amendment)

GROUND LEASE

THIS GROUND LEASE (“Lease”) is entered as of May 25, 2017 by and between the **CITY OF ASBURY PARK (“Lessor”)**, a public body corporate and politic of the State of New Jersey, having its offices at One Municipal Plaza, Asbury Park, New Jersey 07712-7000, in its capacity as “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4(c) and **SPRINGWOOD AVENUE ASSOCIATES, LP**, (together with its permitted successors and assigns, “**Lessee**”), a New Jersey limited partnership with an office at having its principal offices at 3 E. Stow Road, Suite 100, P.O. Box 994, Marlton, New Jersey 08053. Lessor and Lessee are sometimes referred to collectively herein as the “**Parties**.”

W I T N E S S E T H:

Background; Certain Defined Terms; Conflict.

This Lease is entered into by the Parties in respect of and in consideration of the following background:

Lessor and The Michaels Development Company I, L.P. (“**Redeveloper**”) and others are parties to that certain Redevelopment and Land Disposition Agreement dated September 5, 2014, as amended by that certain First Amendment to Redevelopment & Land Disposition Agreement dated September 1, 2016, and, as further amended by that certain Second Amendment to the Redevelopment and Land Disposition Agreement dated May __, 2017 (collectively, the “**Redevelopment Agreement**”).

Pursuant to the Redevelopment Agreement, Redeveloper will develop a 64 unit affordable housing project (the “**Improvements**”) located at _____ Springwood Avenue, Asbury Park, New Jersey (the “**Leased Premises**”) to be owned and operated by Lessee. This is the “Ground Lease” contemplated by the Redevelopment Agreement.

The Redevelopment Agreement is incorporated herein by this reference. Defined terms utilized in this Lease shall have the same meanings as set forth in the Redevelopment Agreement, unless a different meaning is ascribed to a term herein. Unless expressly otherwise provided in this Lease, in the event of any conflict between the terms and conditions of this Lease and the Redevelopment Agreement, the terms and conditions of this Lease will control.

1. **Leased Premises**

Lessor, in consideration of the rents hereinafter reserved and of the covenants, agreements, terms and conditions herein contained on the part of Lessee to be paid, observed and fulfilled, hereby demises and leases to Lessee and Lessee hereby hires from Lessor the Leased Premises, and further described in **SCHEDULE A** annexed hereto, subject to:

(i) The Redevelopment Plan, all other applicable present and future zoning ordinances, laws, rules and regulations of the City of Asbury Park, and all applicable present and future ordinances, laws, regulations, requirements, directives and orders of all boards, bureaus,

commissions, districts and bodies of any municipal, county, state or Federal governments now or hereafter having, claiming or acquiring jurisdiction over the Leased Premises and of the use and improvement thereof.

(ii) The condition and state of all aspects and elements of the Leased Premises (whether as to repair, title, environmental, zoning or otherwise; both patent and latent; and whether presently existing or hereafter occurring), as the same may exist now or hereafter from time to time, including all deterioration, injury, loss, damage or destruction which may have occurred prior to such date and any encroachments.

(iii) All covenants, restrictions, easements, agreements, conditions and matters affecting the Leased Premises as of the date of this Lease or as required to be recorded pursuant to the terms of this Lease, listed in attached **SCHEDULE B** or as otherwise provided for by the Redevelopment Agreement (“**Permitted Encumbrances**”).

TO HAVE AND TO HOLD the Leased Premises unto Lessee, its successors and assigns, for and during the term (“**Term**”) commencing on the date first set forth above and ending on May 25, 2116, unless sooner terminated pursuant to the terms hereof.

2. **Rent.**

2.1 **Fixed Net Rent.** Lessee covenants and agrees to pay Lessor as fixed net rental, which rent is reserved by and for the benefit of Lessor for the Leased Premises the sum of TEN DOLLARS (\$10.00) (“**Fixed Net Rent**”) which shall be paid in full upon the execution of this Lease.

2.2 (Omitted)

2.3 (Omitted)

2.4 (Omitted)

2.5 **Additional Rent.** The term “Additional Rent” shall mean all sums, charges, costs and expenses of every nature arising from or in connection with the Leased Premises and/or any and all improvements of every nature whatsoever now or hereafter located on the Leased Premises, including without limitation the Improvements, all of which Lessee hereby assumes and agrees to pay as and when due, shall be deemed Additional Rent. In the event of their non-payment, Lessor shall have all the rights and remedies herein provided for in case of non-payment of the Fixed Net Rent.

2.6 **Lessor’s Expenditures in the Event of Default by Lessee.** If Lessee shall default in (i) making any payment (other than payment of Fixed Net Rent) required to be made by this Lease or (ii) performing any term, covenant or condition of this Lease on the part of Lessee to be performed which shall involve the expenditure of money by Lessee, upon the giving of at least thirty (30) days’ prior written notice to Lessee, Lessor at its option may (but shall not be obligated to do so) make such payment or, on behalf of Lessee, expend such sums as may be necessary to

perform and fulfill such term, covenant or condition. Any and all sums so paid or expended by Lessor (with interest thereon at the rate of ten (10%) percent per annum from the date of such payment or expenditure) shall be Additional Rent, and shall be repaid by Lessee to Lessor on demand. No notice shall be required as to insurance or other imperative items. No such payment or expenditure by Lessor shall be deemed a waiver of Lessee's default nor shall it affect any other remedy of Lessor by reason of such default.

2.7 Place of Payment. All Fixed Net Rent and Additional Rent shall be payable at the address of Lessor set forth above, or such other place of which Lessor shall have given Lessee at least thirty (30) days' notice.

2.8 Fixed Rent Net to Lessor. The Fixed Net Rent payable hereunder shall be net to Lessor. In addition to the Fixed Net Rent, Lessee shall pay all taxes, assessments, costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises, including without limitation any Improvements erected thereon, commonly known as a "triple net lease".

3. Taxes, Assessments and Utility Charges.

3.1 Additional Rent. Lessee shall, as Additional Rent, pay and discharge:

(i) all such real estate taxes (which term shall be deemed to include payments in lieu of real estate taxes pursuant to the various financial agreements executed in connection with the Leased Premises), special or general assessments, water, water meter (including any expenses incident to the installation, repair or replacement of any water meter) and sewer rents and charges and all other duties, charges, taxes, rents, levies, impositions and sums of every kind or nature whatsoever, extraordinary, as well as ordinary, and whether or not now within the contemplation of the Parties, as shall, during the Term, be imposed by any governmental or public authority on, or become a lien in respect to the Leased Premises or any part thereof, or upon any Improvements or appurtenance thereto or any part thereof, now on or hereafter erected or placed on or in the Leased Premises, or upon any sidewalk, or street in front of or adjacent to the Leased Premises, or which may become due and payable with respect thereto, or by reason thereof, and any and all taxes, assessments and charges of any kind whatsoever levied, assessed or imposed upon the Leased Premises in lieu of or in addition to the foregoing, under or by virtue of any present or future laws, rules, requirements, orders, directives, ordinances or regulations of the United States of America, or of the state, county, or city government, or of any municipal bureau, district, department or lawful authority whatsoever;

(ii) all charges for fire or burglar alarm service, water, gas, electricity, steam and all other public utility or similar service or services furnished to the Leased Premises or the Improvements during the Term, and all fees and charges of the Federal, state, county or city government or of any municipal bureau, district, department or lawful authority whatsoever, for the construction, maintenance or use, during the Term, of any vault, passageway or space in or over or under any street or sidewalk adjacent to the Leased Premises, or for the construction, maintenance, use or occupancy during the Term of any part of the Improvements;

(iii) all taxes and assessments which shall or may during the Term be charged, levied, assessed or imposed upon, or become a lien upon, the personal property of Lessee used in the operation of the Improvements on the Leased Premises or in connection with Lessee's business conducted therein.

3.2 Time of Payment of Additional Rent. Lessee shall be deemed to have complied with the foregoing covenants of Section 3.1 if payment of any such taxes, assessments, water, water meter and sewer rents and charges, or of any other governmental impositions, duties, fees and charges, is made by Lessee prior to the expiration of the period within which payment is permitted without penalty or interest. Notwithstanding anything to the contrary, if this Lease permits any assessment payable pursuant to this Lease to be paid in installments, Lessee shall have the right at its option to pay it in installments.

4. Use of the Leased Premises.

Lessee covenants and agrees that it will not use or occupy the Leased Premises, or permit the Leased Premises or the Improvements to be used or occupied for other than as set forth in the Redevelopment Agreement. Lessee, and Lessee's successors and assigns, shall comply with all applicable laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status. This Lease and the Lessee shall be subject to the covenants as further detailed in Section 5.1.A of the Redevelopment Agreement, and shall acknowledge the Declaration of Covenants and Restrictions substantially in the form annexed to the Redevelopment Agreement as EXHIBIT B, to evidence the Lessee's recognition of, and acceptance of, this obligation.

5. No Representations by Lessor.

5.1 Leased Premises Accepted "AS IS." Lessee shall accept possession of the Leased Premises and assume Lessee's obligation hereunder on the date Lessee completes its Financial Closing (as hereafter defined in Section 9.1), "**AS IS, WHERE IS, WITH ALL FAULTS,**" including the environmental condition of the Leased Premises with no right of setoff or reduction in the Fixed Net Rent or any other Additional Rent or other monies due hereunder per the Redevelopment Agreement, specifically Section 5 and Section 6.2.D, which are incorporated herein by reference.

5.2 No Representations. Neither Lessor or any employee, agent or representative of Lessor, shall be deemed to have made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Lessee with respect to the Leased Premises. Lessee has conducted or had the opportunity to conduct any due diligence it has deemed necessary or advisable to conduct relative to the Redevelopment Agreement, this Lease, the Leased Premises, and any other related matter prior to entering into this Lease and, by signing this Lease and taking possession of the Leased Premises, is signifying and confirming its satisfaction with the result of any such investigations per the Redevelopment Agreement, specifically Section 5 and Section 6.2.D, which are incorporated herein by reference.

5.3 Release. As further provided in the Redevelopment Agreement, specifically Section 6.1 and Section 6.2.D, which are incorporated herein by reference, the Lessee accepts the Leased Premises in "AS IS" condition, specifically including as to environmental conditions.

5.4 Successors and Assigns. The provisions of this Article 5 shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns and shall survive the termination of this Lease, either by expiration of the Term or earlier termination.

6. **Lessor Not Liable for Failure of Water Supply or Other Services.**

Lessor shall not be liable (nor shall rent abate) for any (i) failure of or irregularity in water supply, gas or electric current, sanitary or storm sewer, or any other utility service, or (ii) injury or damage to person or property for any reason whatsoever, including, without limitation, that caused by or resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, flood, wind or similar storms or disturbances, or water, rain or snow or ice which may leak or flow from the street, sewer, gas mains or any subsurface area or from any part of the Improvements, or leakage of gasoline or oil from pipes, appliances, sewer or plumbing works therein, or from any other place.

7. **Lessee to Repair.**

Lessee shall, at its own cost and expense, take good care of the Leased Premises and of any Improvements now or hereafter located thereon, both inside and outside, and keep the same and all parts thereof, including, without limitation on the generality thereof, the roof, foundations, windows and appurtenances thereto, together with any and all alterations, additions and improvements therein and thereto, in good order and condition, suffering no waste or injury (other than ordinary wear and tear) and shall, at Lessee's expense, promptly make all needed repairs and replacements, structural or otherwise, ordinary and extraordinary, in and to any Improvements now or hereafter erected upon the Leased Premises, including, without limitation on the generality thereof, vaults, sidewalks, curbs, water, sewer and gas connections, pipes and mains, and all other fixtures, machinery and equipment now or hereafter belonging to or connected with the Leased Premises or used in the operation of the Improvements. All such repairs and replacements shall be of good quality sufficient to ensure maintenance and operation of the Leased Premises and any Improvements thereon and shall be constructed and installed in compliance with all requirements of (i) all governmental authorities having jurisdiction thereof, (ii) the applicable Board of Fire Underwriters or any successor thereof, and (iii) any insurance company insuring the Improvements. Lessee shall not permit accumulation of waste or refuse matter, nor permit anything to be done upon the Leased Premises or the Improvements that would invalidate or prevent procurement of any insurance policies that may at any time be required pursuant to the provisions of Article 11. Lessee shall not obstruct or permit obstruction of the street or sidewalk except as may be permitted by municipal authorities having jurisdiction thereof, and shall keep the sidewalk and curb adjoining the Leased Premises clean and free of snow and ice. Lessor shall not be required to furnish any services or facilities or make any improvements, repairs or alterations in or to the Leased Premises during the Term.

8. **Lessee to Comply with Laws.**

At Lessee's cost and expense, it shall promptly comply with all present and future:

(a) requirements of every applicable statute, law, ordinance, rule, regulation, directive or order, now or thereafter made by any Federal, state, county, municipal or other public body, department, bureau, district, officer or authority, with respect to (i) the Leased Premises, the Improvements and appurtenances thereto; and (ii) Lessee's use or occupation of the Leased Premises, and the Improvements including the making of any alteration or addition in or to any structure upon, connected with, or appurtenant to, the Leased Premises; and

(b) any applicable regulation or order of the applicable Board of Fire Underwriters, the applicable Fire Insurance Rating Organization, or other body having similar functions; whether or not such compliance involves structural repairs or changes or be required on account of any particular use to which the Leased Premises, the Improvements or any part, may be put, and whether or not any such statute, law, ordinance, requirement, regulation or order be a kind not now within the contemplation of the Parties hereto.

9. Lessee's Construction of Improvements; Ownership of Improvements; Conveyance of Leased Premises.

9.1 Construction of Improvements. Lessee, at Lessee's own cost and expense, shall construct the Improvements on the Leased Premises in accordance with the Project Schedule contained in EXHIBIT C to the Redevelopment Agreement which is incorporated herein by reference. Notwithstanding anything to the contrary, Lessee's obligations to commence construction of the Improvements is subject to the Redeveloper obtaining the financing set forth in Section 3.2 of the Redevelopment Agreement and all conditions therein, which are incorporated into this Lease by reference.

9.2 Ownership of Improvements. During the Term, title to all of the Improvements shall be in Lessee.

10. Net Lease; Non-Terminability.

10.1 Net Lease. This Lease is a completely net lease. Fixed Net Rent, Additional Rent and all other sums payable hereunder to or on behalf of Lessor shall be paid without notice or demand and without setoff, counterclaim, abatement, suspension, deduction or defense.

10.2 No Termination by Lessee. Except as otherwise expressly provided herein, this Lease shall not terminate, nor shall Lessee have any right to terminate this Lease or be entitled to the abatement of any rent or any reduction thereof, nor shall the obligations hereunder of Lessee be otherwise affected, by reason of (a) any damage to or the destruction of all or any part of the Leased Premises or the Improvements from whatever cause, (b) subject to the provisions of Article 17, the taking of the Leased Premises or the Improvements or any portion thereof by condemnation or otherwise, (c) the prohibition, limitation or restriction of Lessee's use of the Leased Premises or the Improvements or the interference with such use by any private person or corporation, or (d) for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding. The Parties intend that the Fixed Net Rent and Additional Rent reserved

hereunder shall continue to be payable in all events, and all obligations of Lessee shall continue unaffected.

11. Insurance.

11.1 Obligation to Insure. Throughout the Term, Lessee shall, at its own cost and expense:

(a) Keep the Leased Premises, Improvements and equipment on, in or appurtenant to the Leased Premises at the commencement of the Term and thereafter erected thereon or therein, including all alterations, additions and improvements thereto, insured for the benefit of Lessee and Lessor, as their interests may appear, against loss or damage by fire with standard all risk special form (or its equivalent) coverage, in an amount not less than ninety percent (90%) of the full replacement value thereof, with a so-called "agreed amount" endorsement. All such insurance shall:

(i) be issued by such insurance companies licensed to do business in the State of New Jersey under insurance policies in form and content reasonably satisfactory to Lessor;

(ii) comply with any changes in requirements applicable to the Leased Premises or the Improvements by the applicable Fire Insurance Rating Organization, or any similar body, or by statute;

(iii) also name Lessor under a non-contributory mortgage/loss payee endorsement;

(iv) effectively provide that the interests of Lessor shall not be subject to cancellation by reason of any act or omission of Lessee or any other party; and

(b) Provide Lessor with public liability insurance, elevator insurance, and such other insurance as may from time to time be reasonably required by Lessor as insurance against insurable hazards which are customarily and generally required to be insured with respect to similar Improvements, with due regard for the height and depth and type of building, its construction and use of occupancy. Such public liability insurance shall be in limits not less than Three Million Dollars (\$3,000,000.00) for death of or injury to any one person and Five Million Dollars (\$5,000,000.00) for any one occurrence. The property damage coverage under said liability insurance policy shall be in limits of not less than One Million Dollars (\$1,000,000.00) for any one occurrence. Such personal injury and property damage liability policies shall cover the Improvements, the appurtenances as well as the sidewalks adjacent to the Improvements or the Leased Premises. All the insurance described in this subdivision (b) shall be carried in favor of and insure Lessor, and the holder of any Fee Mortgage, as their interests may appear. In the event of any dispute between Lessor and Lessee with respect to such other insurance as Lessor may reasonably require from time to time, as above provided, such dispute shall be arbitrated pursuant to the provisions of Article 21.

11.2 Policy Term. Lessee shall procure policies for all said insurance for periods from one (1) to five (5) years, as Lessee shall elect, and shall deliver to Lessor the originals or certified copies of such policies, if obtainable, or if not obtainable, certificates of such insurance coverages.

11.3 Payment of Premiums by Lessee. All premiums and charges for all of said policies shall be paid by Lessee, and if Lessee shall fail to make any such payment when due, or carry any such policy, Lessor may, but shall not be obligated to, make such payment or carry such policy, and the amount paid by Lessor, with interest thereon at the Prime Rate (as such term is hereinafter defined), shall be repaid to Lessor by Lessee as Additional Rent on demand and all such amounts so repayable, together with such interest, shall be considered as Additional Rent payable hereunder, for the collection of which Lessor shall have all of the remedies herein or by law provided for the collection of rent. Payment by Lessor of any such premium or the carrying by Lessor of any such policy shall not be deemed to waive or release the default of Lessee with respect thereto.

11.4 Renewal Policies. Prior to the expiration of each such policy, Lessee shall pay the premiums for renewal insurance and prior to said period shall deliver to Lessor the original or a certified copy of such policy or a certificate or binder and duplicate receipt (or other written documentation) evidencing the payment thereof; and if any such premiums shall not be so paid and the policy, or a certified copy thereof, or certificate or binder thereof, shall not be so delivered, Lessor may (after first having given Lessee notice of Lessor's intention to do so) procure and/or pay therefor, and the amounts so paid by Lessor with interest thereon at the Prime Rate from the date of payment shall become due and payable by Lessee as Additional Rent with the next installment of Fixed Net Rent which shall become due after such payment by Lessor; and payment by Lessor of any such premium shall not be deemed to waive or release the default in payment thereof by Lessee, or the right of Lessor to take such action as may be permissible hereunder, as in the case of default in the payment of Fixed Net Rent.

11.5 Lessee's Satisfaction of Policy Conditions. Lessee shall not violate or permit to be violated any of the conditions or provision of any such policy, and Lessee shall so perform and satisfy the reasonable requirements of the companies writing such policies.

11.6 Insurance Proceeds. The proceeds of any fire or casualty insurance:

(a) if less than One Hundred Thousand Dollars (\$100,000.00), shall be paid to Lessee as a trust fund, deposited in a separate bank account maintained by Lessee and used, applied and paid to the repair and restoration of the damage of the Improvements on the Leased Premises; or

(b) If in excess of One Hundred Thousand Dollars (\$100,000.00), shall be paid to and deposited with a bank or trust company in the State of New Jersey, of Lessee's selection, ("Depository") in a segregated escrow account, which shall hold, apply and make available the proceeds of such insurance pursuant to the requirements of this Lease, to the cost of repair of the damage and replacement or rebuilding of the Improvements as more particularly hereafter provided in Article 12.

11.9 (Omitted).

11.10 Waiver of Subrogation. All insurance policies carried by either party covering the Leased Premises, including, but not limited to contents, fire and casualty insurance, shall expressly waive any right of subrogation on the part of the insurer against the other party. The Parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the other party pays such extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. Both Lessor and Lessee waive any and all rights of recovery, claim, action or cause of action, against the other, their agents, officers, directors and employees for any loss or damage that may occur to the Leased Premises, the contents thereof, or any improvements thereto, by reason of fire, the elements or any other cause which could be insured against under the terms of a standard fire and extended coverage insurance policy or policies, regardless of cause or origin, including the negligence of Lessee or Lessor as the case may be, their agents, officers and employees.

12. Fire or Casualty.

12.1 Damage or Destruction. If the Improvements now or hereafter erected upon the Leased Premises during the Term shall be destroyed or damaged in whole or in part by fire, or as a result directly or indirectly of war, or by act of God, or occurring by reason of any causes whatsoever, Lessee covenants that Lessee shall give prompt notice thereof to Lessor, and Lessee at its own cost and expense, shall promptly repair, replace and rebuild the same, at least to the extent of the value and as nearly as practicable to the character of the Improvements existing immediately prior to such occurrence. Lessee shall make such repairs, replacements or rebuilding, as aforesaid, and in accordance with the following terms and conditions:

(a) the same shall be made in accordance with plans and specifications therefor if required by law, subject, however, to the intent and purpose of the Redevelopment Agreement;

(b) before commencing any such work, said plans and specifications and application for all permits shall be filed and approved by all municipal or other governmental departments or authorities having jurisdiction thereof and a firm estimate for the cost of such repairs or restoration shall be obtained;

(c) before commencing any such work, Lessee shall, at its own cost and expense, deliver to Lessor appropriate endorsements to be attached to and made part of the fire and liability policies more particularly described in Article 11. Said endorsements shall cover all of the risks concerned during the course of such work and shall be in form and content reasonably satisfactory to Lessor. Any dispute with respect to any of such endorsements shall be determined by arbitration as hereafter provided;

(d) such work shall be commenced within one hundred twenty (120) days after settlement shall have been made with the insurance companies and the insurance monies received, and such proceeds shall have turned over to Lessee or Depository as provided in Article 11 and the necessary governmental approvals, as herein provided for, shall have been obtained, and such

work shall be completed within a reasonable time, due regard being had to conditions, free and clear of all liens and encumbrances and in accordance with said plans and specifications;

(e) at least ten days before commencing such work Lessee shall notify Lessor of Lessee's intention to commence the same, and Lessee shall pay the increased premiums, if any, charged by the insurance companies carrying insurance on said building, to cover the additional risk during the course of such work.

12.2 Application of Insurance Proceeds. Provided this Lease shall then be in full force and effect, the Depository shall apply the net proceeds of any insurance deposited with it to the payment of the cost of such repairing or rebuilding as the same progresses, payments to be made against properly certified vouchers of a competent architect in charge of the work selected by Lessee. The Depository shall advance out of such insurance proceeds toward each payment to be made by or on behalf of Lessee, an amount which shall bear the same proportion to such payment as the whole amount received by the Depository shall bear to the total estimated cost of the repairing or rebuilding except, however, that the Depository shall withhold from each amount so to be paid by it ten percent thereof until the work of repairing or rebuilding shall have been completed, and proof furnished that no lien or liability has attached or will attach to the Leased Premises, the Improvements, or to Lessor in connection with such repairing or rebuilding. If the total estimated cost of the repairs or rebuilding shall exceed the amount of the net proceeds of such insurance received by the Depository, prior to commencement of such repair or rebuilding the Depository shall require Lessee to secure the Depository by a surety bond or cash equal to the amount of the excess of such estimated cost over the net insurance proceeds as security for the due completion, within a reasonable time, of such repairs or rebuilding. The total cost of all such rebuilding shall, at all events, be borne by Lessee without any contribution thereto by Lessor. Nothing herein contained shall be deemed to obligate any party other than Lessee to advance monies in excess of the insurance proceeds for the purpose of repairs or rebuilding. If the insurance proceeds shall exceed the cost of such repairs or rebuilding, the balance remaining after payment to the cost of such repairs or rebuilding shall be paid and belong to Lessee.

12.3 Lease Not Terminated. This Lease shall not terminate or be affected in any manner by reason of destruction or damage in whole or in part of the Improvements or by reason of the unleaseability of the Improvements or the Leased Premises. The Fixed Net Rent reserved in this Lease as well as all other charges payable hereunder, to the extent that the same are not covered by and paid pursuant to rent insurance the premiums for which policy are paid for by Lessee, shall be paid by Lessee in accordance with the terms, covenants and conditions of this Lease, without abatement, diminution or reduction.

13. Lessor May Cure Defaults.

If Lessee shall default in the performance of any covenant contained herein and to be performed on Lessee's part, after thirty (30) days' written notice to Lessee (except as to the payment of Fixed Net Rent and insurance and other imperative matters) Lessor may but shall not be obligated to perform the same for the account and at the expense of Lessee. If Lessor should incur any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Lessee, Lessee shall reimburse

Lessor for the amount of such expense plus interest thereon at the Prime Rate. Should Lessee, pursuant to this Lease, become obligated to reimburse or otherwise pay Lessor one or more sums of money in addition to the Fixed Net Rent, the amount thereof shall be deemed Additional Rent and may, at the option of Lessor, be added to any subsequent installment of the Fixed Net Rent due and payable under this Lease; in which event Lessor shall have the remedies for default in the payment thereof provided by Article 14.

14. **Default Clauses and Lessor's Remedies.**

14.1 **Events of Default.** The occurrence of any of the following shall constitute an "Event of Default:"

(a) if Lessee shall fail to pay in full, as and when the same become due and payable, any (i) installment of Fixed Net Rent, insurance and other imperative matters or (ii) Additional Rent or other charges and such default shall continue for a period of fifteen (15) days in the case of any installment of Fixed Net Rent, and for thirty (30) days after notice in the case of Additional Rent or other charges. Lessee shall have five (5) days grace after the date each installment of Fixed Net Rent is due within which to make payment without interest. Thereafter, Lessee shall pay Lessor interest on the unpaid amount of each installment at the rate of 10% per annum accruing from the due date of such installment until Lessor receives good payment (the "Late Charge"). Lessor shall be required to notify Lessee that a payment is late and allow five (5) days for cure. The Late Charge is exclusive of, and in addition to, the Interest Component, which accrues throughout the Term.

(b) if Lessee shall violate, fail to comply with or perform any other covenant, term, condition or agreement of this Lease, other than that requiring payment of a sum of money, and such default shall continue for a period of thirty (30) days after notice; *provided, however*, if the default is of a type or character which cannot be cured within said thirty (30) day period, Lessee shall have such additional time as may be necessary in order to effect such cure so long as Lessee is acting in good faith and is diligently undertaking to remedy the default.

(c) Upon the occurrence of an Event of Default, and subject to the provisions of Section 14.1(d), Lessor shall have the right, at Lessor's option, to terminate this Lease and the Term as well as all the right, title and interest of Lessee hereunder, by giving Lessee thirty (30) days' notice in writing of such termination, and this Lease and the Term, as well as all right, title and interest of Lessee hereunder in the Leased Premises and the Improvements, shall wholly cease and expire in the same manner and with the same force and effect as if the date fixed by such latter notice were the expiration of the term herein originally granted, and Lessee shall immediately quit and surrender to Lessor the Leased Premises, the Improvements and each and every part thereof, and Lessor may enter into or repossess the Leased Premises and the Improvements either by force, summary proceedings or otherwise. At such time, title to the Improvements shall be deemed to vest in Lessor and Lessee shall be deemed to have relinquished all of its right, title and interest in such Improvements as the result of such default.

(d) Notwithstanding anything in the preceding to the contrary, prior to terminating this Lease in the case of an Event of Default Lessor shall the Tax Credit Investor (as defined in

Section 40 of the Redevelopment Agreement) written notice of the Event of Default. Tax Credit Investor shall have thirty (30) days thereafter to cure such Event of Default, provided that if the nature of such Event of Default is such that it cannot be reasonably cured within such thirty (30) day period, and if Tax Credit Investor commences actions within such thirty (30) day period which are reasonably likely to cure such Event of Default and diligently pursues such actions, such thirty (30) day period will be extended to such date that is reasonable within which for Tax Credit Investor to cure such Event of Default, but in no event more than one hundred twenty (120) days from the date of the notice. If the Event of Default is not cured pursuant to the procedures set forth in this sub-paragraph, then this Lease shall terminate as set forth in sub-paragraph 14.1(c), above.

14.2 Right of Re-entry. In the event this Lease shall be terminated as provided in Section 14.1, either by summary proceedings or otherwise or the Leased Premises shall be abandoned by Lessee, then Lessor, or its agents or representatives may re-enter and resume possession of the Leased Premises and the Improvements either by summary proceedings or by a suitable action or proceeding at law or in equity, without being liable for any damages therefor. Upon the re-entry and repossession by Lessor and/or upon the surrender of the Leased Premises by Lessee or abandonment of the Leased Premises by Lessee, this Lease and the estate created hereby shall wholly cease and terminate.

14.3 No Waiver. No default shall be deemed waived unless in writing and signed by Lessor.

15. Lessee to Indemnify Lessor.

Lessee shall not do or permit any act or thing upon the Leased Premises which may subject Lessor to any liability by reason of any illegal business or conduct upon the Leased Premises, or by reason of any violation of law or of any legal requirement of public authority, but shall exercise such control over the Leased Premises as to fully protect Lessor. Lessee shall indemnify and hold Lessor harmless from and against any and all liability, fines, suits, claims, demands and actions, and costs and expenses of any kind or nature including reasonable attorneys' fees or by anyone whosoever, due to or arising out of (a) any breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and contained on the part of Lessee to be fulfilled, kept, observed and performed, and/or (b) any damage to person or property occasioned by Lessee's use and occupancy of the Leased Premises or to any use or occupancy which Lessee may permit or suffer to be made of the Leased Premises, and/or (c) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the Leased Premises and/or on the sidewalks in front of the same but nothing herein shall be deemed to relieve Lessor from any liability (i) resulting from the deliberately wrongful acts of Lessor and its agents, employees, invitees and licensees or anyone claiming through Lessor with respect to a claim by any third party or (ii) resulting from the deliberately wrongful acts of Lessor and its agents, employees, invitees and licensees or anyone claiming through Lessor with respect to a claim by Lessee. If Lessor be required to defend any action or proceeding for which it is entitled to co-indemnification pursuant to this Article, Lessor shall be entitled to appear, defend or otherwise take part in the matter involved, at its election, by counsel of its own choosing at the expense of Lessee, providing (i) such action by Lessor does not limit or make void any liability of any insurer of Lessor or lessee hereunder in respect to the claim or matter in question, (ii) such action or proceeding is not subject

to defense by an insurance carrier under a policy or policies of insurance required to be carried pursuant to Article 12 if (a) the coverage of such policy(ies) is in excess of the amount reasonably anticipated to be recovered, (b) there is not a disclaimer of coverage or reservation of rights by the insurer, and (iii) Lessor has made a written demand on Lessee to assume such defense with counsel reasonably acceptable to Lessor and Lessee has failed or refused, and continues to fail and refuse, to do so. Lessee's liability under this Article shall be reduced by the net proceeds actually received by Lessor of any insurance affected by Lessee on the risks in question for Lessor's benefit. Lessee's indemnity shall include Lessor's costs of enforcement of this indemnity.

16. Liens.

16.1 Construction Liens. Notice is hereby given that Lessor shall not be liable for any labor or materials furnished or to be furnished to Lessee upon credit, and that no mechanic's or other lien, charge or order for the payment of money for any such labor or materials (collectively, "**Construction Liens**") shall attach to or affect the reversion of any estate or interest of Lessor in and to the Leased Premises or the Improvements.

16.2 Removal of Construction Liens. Lessee covenants that whenever and as often as any Construction Liens shall have been filed against any part or all of the Leased Premises based upon any act, omission or interest of Lessee or of anyone claiming through Lessee, Lessee shall forthwith take such action by bonding, depositing or paying so as to remove or satisfy the lien; and in default thereof for thirty days after notice to Lessee from Lessor, Lessor may discharge the lien by bonding or deposit, and the amount so expended, with interest thereon, shall be deemed Additional Rent reserved under this Lease, and shall be payable forthwith with interest at the "Prime Rate" in the Wall Street Journal or another similar publication from the date of such advance and with the same remedies to Lessor as in case of default in the payment Fixed Net Rent as herein provided.

16.3 Liens and Encumbrances not Permitted. Lessee shall not place any liens or encumbrances on the Property except as may be permitted or contemplated by the Redevelopment Agreement, and shall take all action necessary or appropriate to remove all such liens and encumbrances arising from any action of Lessee or from the occupancy of Lessee on the Leased Premises.

17. Condemnation.

17.1 Total Taking. If at any time during the Term any person or corporation, municipal, public, private or otherwise, shall lawfully condemn and acquire title to all of the Leased Premises or the Improvements in or by condemnation proceedings in pursuance of any law, whether general, special or otherwise, or by agreement between Lessor, Lessee and those authorized to exercise such right, this Lease and the Term shall terminate and expire on the date of such taking and the Fixed Net Rent, Additional Rent and other sum or sums of money and other charges herein reserved and provided to be paid by Lessee shall be apportioned and paid to the date of such taking.

17.2 Partial Taking. If less than all of the Leased Premises shall be taken as aforesaid, the Parties shall determine within ninety (90) days thereafter whether Lessee can economically

and feasibly use the remaining portion of the Leased Premises. If Lessee cannot economically and feasibly use such remaining portion of the Leased Premises, Lessee shall have the option to terminate (“**Termination Option**”) this Lease on ten (10) days’ written notice to Lessor. Upon the expiration of ten days from the date of the giving of such notice, this Lease shall terminate and come to an end, and the Fixed Net Rent, Additional Rent and other sum or sums of money and other charges herein reserved payable by Lessee under this Lease shall be apportioned up to the date of termination and Lessee shall thereupon pay same to Lessor. However, the Termination Option must be exercised (if at all) within ten (10) days after the aforesaid feasibility determination.

17.3 Lease Continuation after Partial Taking. If less than all of the Leased Premises shall be taken as aforesaid and this Lease shall not be terminated pursuant to Section 17.1, or if any appurtenances to the Leased Premises, including but not limited to vaults, areas or projections outside of the boundaries of the Leased Premises or rights in, under or above the streets adjoining such Leased Premises, or the rights and benefits of light, air or access to said streets, or space or rights therein below the surface of or about the Leased Premises, shall be taken as aforesaid, this Lease and the Term shall continue, but the total Fixed Net Rent payable to Lessee shall be equitably adjusted as and from the date of such partial taking, taking into account such factors as the potentially reduced area of the Leased Premises and the number of years that Lessor had full use of the Leased Premises prior to the partial taking.

17.4 Apportionment of Condemnation Awards. The rights of Lessor and Lessee in and to the award and awards upon any such taking shall be determined as follows:

(a) (1) In the event of any such taking of all of the Leased Premises and Improvements (a Total Taking), the amount of the award shall first be provided to the Lessee with interest thereon, if any, as shall represent compensation for the value of the Improvements, , but in no event less than the mortgages secured by the Improvements and/or Leased Premises and this Lease and including the value of its federal low-income housing tax credits, as of the date of taking, and any balance of the award shall be provided to the City with interest thereon, if any.

(2) In the event of any such taking of less than all of the Leased Premises and/or Improvements (a Partial Taking), the Parties agree to cooperate to formulate a division of the award, on a pro-rata basis to first be provided to the Lessee with interest thereon, if any, as shall represent compensation for the value of the taken Improvements, including the mortgages secured by the Improvements and/or Leased Premises and this Lease and including the value of its federal low-income housing tax credits, as of the date of taking, and any balance of the award shall be provided to the City with interest thereon, if any. By way of further clarification and not limitation, if there is Partial Taking which does not involve any portion of the Improvements and which does not render the Improvements or parts thereof unusable for the uses permitted in Section 4 of this Lease, then the total award shall be provided to the City.

(b) In the event of any taking of only appurtenances to the Leased Premises or rights in, under or above the streets adjoining the Leased Premises, or the rights and benefits of light, air or access to said streets, or the taking of space or rights therein below the surface of or above the Leased Premises, or change of grade, Lessor shall always be entitled to receive such

equitable portion of the award therefor, with interest thereon, as shall represent compensation for diminution, if any, in the value of the land constituting the Leased Premises. Lessee may bring a separate action for consequential damages to the Improvements thereon.

(c) In the event less than all of the Leased Premises shall be taken during the course of construction or after completion of the Improvements and this Lease shall have been terminated under the provisions of Section 17.2, then Lessor shall be entitled to receive in addition to its portion of such award under subdivision (a) of this Section such sum from the balance of such award as will be equal to the cost of demolishing the remaining structure and filling the property to sidewalk level and grading and covering same with cinders or gravel surfacing.

(d) Lessee shall be entitled to receive remaining proceeds after Lessor shall be paid as provided in subsections (a) and (b) of this Section in no event to exceed Lessee's actual out-of-pocket construction costs to erect the Improvements.

(e) All remaining proceeds shall belong and be payable to Lessor.

17.5 Restoration. If the Improvements or any replacement thereof shall be damaged or partially destroyed by any such taking of less than all thereof, and this Lease shall not be terminated as provided in Section 17.2, Lessee shall proceed with reasonable diligence to conduct any necessary demolition and to repair, replace or rebuild at Lessee's own cost and expense any remaining part of the Improvements not so taken so as to constitute such remaining part thereof a complete, rentable building in good condition and repair. Lessee shall retain that portion, if any, of any award which represents compensation for that portion of the Improvements taken and consequential damages to the Improvements not so taken, in trust, to apply the same to the extent necessary to the cost and expense of such demolition, repair, replacement and rebuilding by whomsoever incurred and sums in excess of the cost thereof shall belong to Lessee. The provisions of Article 12 relating to the escrow of the money received to complete said repair shall apply to the work required to be done under this Section.

17.6 Temporary Taking. If the temporary use of the whole or any part of the Leased Premises or Improvements shall be taken at any time during the Term for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement between Lessee and those authorized to exercise such right, the foregoing provisions of this Article shall be inapplicable thereto, the Term shall not be reduced or affected in any way, Lessee shall continue to pay in full the Fixed Net Rent, Additional Rent and other sum or sums of money and charges herein reserved and provided to be paid by Lessee, and Lessee shall be entitled to make claim for, recover and retain any award or awards, whether in the form of rental or otherwise, recovered above in respect to such possession or occupancy.

17.7 No Compromise without Consent. Neither Lessee nor Lessor shall settle or compromise the amount of any award in such condemnation proceeding without the other's and any fee mortgagee's consent, which consent of Lessor and Lessee the Parties agree shall not be unreasonably withheld.

18. Remedies.

In the event of a breach or threatened breach by Lessee of any of the covenants or provisions hereof, Lessor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Lessor from any other remedy that may be available to it in law or in equity.

19. **Covenant of Quiet Enjoyment.**

If and so long as Lessee as and when due shall pay the Fixed Net Rent and Additional Rent reserved by this Lease, and shall perform and observe all the covenants and conditions herein contained on the part of Lessee to be performed and observed, Lessor warrants that Lessee shall have the right to and shall quietly enjoy the Leased Premises, subject, however, to the terms of this Lease and the Redevelopment Agreement.

20. **Waiver of Jury Trial.**

The Parties hereto waive a trial by jury on any or all issues arising in any action or proceeding between them or their successors under or connected with this Lease or any of its provisions, any negotiations in connection therewith, or Lessee's use or occupation of the Leased Premises.

21. **Assignment and Sub-letting.**

The Leased Premises shall not be assigned or sublet except to individual users of the Improvements in the ordinary course of business. A Permitted Transfer as defined in, and to the extent allowed by Article XI, of the Redevelopment Agreement, which is incorporated herein by reference, shall not be deemed an assignment or subletting, nor shall it constitute an Event of Default hereunder.

22. **Leasehold Mortgages.**

Lessee shall not alienate, hypothecate, mortgage or otherwise encumber the Leased Premises and/or this Lease and/or any interest in either of the foregoing except as expressly provided for in the Redevelopment Agreement and in this Section.

22.1.1 **Right to Mortgage.** Lessor hereby consents to Lessee granting leasehold mortgages of its interest in this Lease (the "**Leasehold Mortgages**") to the following entities (each as their interests may appear, a "**Leasehold Mortgagee**", and collectively, the "**Leasehold Mortgagees**"), as follows:

- (1) New Jersey Housing and Mortgage Finance Agency 1st Mortgage (Construction Permanent) currently anticipated to be about \$10,630,073.
- (2) New Jersey Housing and Mortgage Finance Agency 2nd Mortgage (Hurricane Sandy) currently anticipated to be about \$8,875,524.

- (3) Monmouth County HOME financing currently anticipated to be about \$533,000.
- (4) Tax Credit Equity currently anticipated to be about \$7,405,003.

22.1.2 Any additional or other Leasehold Mortgages shall be subject to Lessor's consent, not to be unreasonably withheld. The terms "Leasehold Mortgages" and "Leasehold Mortgagees" as used in this Lease shall be deemed to refer to the Leasehold Mortgages and Leasehold Mortgagees and each such permitted additional or other leasehold mortgage and leasehold mortgagee. In no event shall Lessor ever be required to execute any such mortgage or any note secured thereby or any other obligation securing any such note, or to subordinate Lessor's fee interest in the Premises or any portion thereof to the lien of any such mortgage.

22.2 Consent of Leasehold Mortgagee Required for Termination and Amendments. Except for termination by reason of an uncured Event of Default of which the Leasehold Mortgagees have received notice and opportunity to cure pursuant to Section 22.3 (except an Incurable Default, as defined in Section 22.5 below), for so long as the Leasehold Mortgages remain in force and effect no cancellation, surrender, termination, restatement or modification of this Lease by agreement between Lessor and Lessee shall be effective as to the Leasehold Mortgagees, unless consented to in writing by such Leasehold Mortgagees. Any cancellation, surrender, termination, restatement or modification of this Lease made without the consent of a Leasehold Mortgagees shall be void as to the Leasehold Mortgagees. Notwithstanding anything contained in this Section 22.2 or elsewhere in this Lease to the contrary, the consent rights under this Section 22.2 of the Leasehold Mortgagees shall only exist during the term of the Leasehold Mortgages.

22.3 Default Notice. Lessor, upon providing Lessee with any notice of (i) default under this Lease, or (ii) a termination of this Lease pursuant to an Event of Default, shall at the same time provide a copy of such Notice to each of the Leasehold Mortgagees and such Notice shall not be deemed effective unless the Notice to the Leasehold Mortgagees is so given. From and after the date such notice has been given to the Leasehold Mortgagees, such Leasehold Mortgagees shall have the same period, after the giving of such notice upon it, for remedying any default or causing the same to be remedied, as is given Lessee after the giving of such notice to Lessee, plus an additional thirty (30) days (plus such reasonable additional time as shall be necessary to cure such default as long as the Leasehold Mortgagees are diligently pursuing such cure), to remedy, commence remedying or cause to be remedied the defaults specified in any such Notice. Lessor shall accept such payment or performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Lessee. Lessee authorizes the Leasehold Mortgagees to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Premises by a Leasehold Mortgagee for such purpose. In the event an Event of Default can only be cured by a Leasehold Mortgagee taking possession of the Premises, Lessor shall provide such Leasehold Mortgagee with an additional reasonable period of time to take possession of the Premises in order to cure such Event of Default.

22.4 Assumption of Lessee's Obligations. For purposes of this Article 22, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease or Lessee's interest created hereby, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of Lessee's interests under this Lease so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Lessee to be performed hereunder. A Leasehold Mortgagee may become the holder of Lessee's leasehold estate and succeed to Lessee's interest in this Lease by (i) foreclosure of its leasehold mortgage; (ii) as a result of the assignment of this Lease in lieu of foreclosure; or (iii) as otherwise provided in the Leasehold Mortgage, and any purchaser at any sale of Lessee's interest under this Lease in any proceeding for the foreclosure of any mortgage or the assignee or transferee of Lessee's interest in this Lease under any instrument of assignment or transfer in lieu of the foreclosure of any mortgage shall be deemed to be an assignee or transferee approved by Lessor and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Lessee to be performed hereunder, but only for so long as such purchaser or assignee is the owner of Lessee's interest in this Lease.

22.5 Incurable Defaults. Nothing in this Article 22 shall require any Leasehold Mortgagee or its designee as a condition to the exercise of rights provided under this Article 22 to cure any default of Lessee not reasonably susceptible of being cured by such Leasehold Mortgagee or its designee (an "**Incurable Default**"). The foregoing shall not be deemed to excuse a Leasehold Mortgagee from performing covenants relating to the condition of improvements on the Premises or other similar matters requiring access to and/or control of the Premises from and after such time as such Leasehold Mortgagee acquires Lessee's interest in this Lease by foreclosure or otherwise.

22.6 Lessor's Leasehold to Remain Unsubordinated. Lessor and Lessee expressly acknowledge and agree that Lessor shall have no obligation under this Lease or otherwise to subordinate the fee interest of the Lessor in the Premises or any rights of Lessor in this Lease to the leasehold estate of Lessee created by this Lease or the Leasehold Mortgage, or to join any such mortgage or encumbrance or otherwise in any manner that would subordinate the fee interest of Lessor in and to the Premises or the interest of Lessor under this Lease.

22.7 Purchaser as Foreclosure Sale. In the event a purchaser at a foreclosure sale or an assignee of the Leasehold Mortgagee acquires Lessee's leasehold estate, such purchaser or assignee shall thereupon become for all intents and purposes the "Lessee" under this Lease and shall agree to assume and perform each and all of Lessee's obligations and covenants hereunder from and after the date said purchaser or assignee acquires the leasehold estate. Nothing in this provision, however, shall obligate Lessor to designate such a successor Lessee as a successor redeveloper pursuant to the Redevelopment Agreement unless such a successor Lessee is so qualified thereunder and pursuant to the procedures set forth therein.

22.8 No Surrender or Cancellation. During the term of the Leasehold Mortgage Lessor agrees that it will not accept surrender or cancellation of this Lease from Lessee prior to the expiration of the Term, and will not amend this Lease without, in each case, the prior written consent of the Leasehold Mortgagees.

22.9 **Notice of Termination.** In the event of the termination of this Lease prior to its stated expiration date, Lessor shall give notice to the Leasehold Mortgagees. The Leasehold Mortgagees, or the nominee of Leasehold Mortgagees designated by such Leasehold Mortgagees by written notice to Lessor, shall have ninety (90) days from the date of such Notice of termination to elect to take a new lease on the Premises. Lessor shall enter into a new lease with a Leasehold Mortgagee (or with the nominee of such Leasehold Mortgagee) as to the Premises. Such new lease shall have a term equal to the unexpired portion of the Term of this Lease and shall, except as otherwise provided herein, be on the same terms and conditions as contained in this Lease. Concurrently with the execution, delivery and recording of the new Lease, this Lease shall be deemed to have been terminated.

22.10 Notwithstanding any provisions to the contrary in this Lease, Lessor agrees (without waiving any rights that Lessor may have against any former Lessee) that: (i) any Leasehold Mortgagee that succeeds to the leasehold estate and becomes a successor Lessee hereunder shall not be responsible for any then-existing indemnification by the former Lessee for its actions; and (ii) failure by such Leasehold Mortgagee to cure an Incurable Default or to assume such existing indemnification obligations of the former Lessee shall not constitute a basis for not recognizing such Leasehold Mortgagee as the successor Lessee.

22.11 Leasehold Mortgagee shall not have any liability under this Lease until it becomes a successor Lessee hereunder, a Lessee under a new lease, or a mortgagee in possession.

22.12 The rights granted to Leasehold Mortgagees pursuant to this Article 13 shall be exercisable by Leasehold Mortgagees in the same priority as the liens of their respective Leasehold Mortgages.

23. **Waivers and Surrenders to be in Writing.**

The receipt of rent by Lessor, with knowledge of any breach of this Lease by Lessee or of any default on the part of Lessee in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. No failure on the part of Lessor or of Lessee to enforce any covenant or provision herein contained, nor any waiver of any right thereunder by Lessor or Lessee, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of Lessor or Lessee to enforce the same in the event of any subsequent breach or default. The receipt by Lessor of any rent or any other sum of money or other consideration hereunder paid by Lessee after the termination, in any manner, of the Term herein demised, shall not constitute a waiver, unless so agreed to in writing and signed by Lessor. Neither acceptance of the keys nor any other act or thing done by Lessor or any agent or employee during the Term shall be deemed to be an acceptance of a surrender of the Leased Premises, excepting only an agreement in writing signed by Lessor accepting or agreeing to accept such a surrender.

24. **Cumulative Rights.**

Subject to the Redevelopment Agreement, the rights given to Lessor or Lessee herein are in addition to any rights that may be given to Lessor or Lessee by any statute or otherwise. All the

rights and remedies of Lessor or Lessee under this Lease or pursuant to present or future law shall be deemed to be separate, distinct and cumulative and no one or more of them, whether exercised or not, nor any mention of or reference to, any one or more of them in this Lease, shall be deemed to be in exclusion of, or a waiver of, any of the others, or of any of the rights or remedies which Lessor or Lessee may have, whether by present or future law or pursuant to this Lease, and Lessor and Lessee shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately and to take any lawful action or proceedings to exercise or enforce any right or remedy without thereby waiving or being barred or estopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.

25. **Surrender.**

On any termination or ending of this Lease occurring other than at the end of the Term and the payment in full of the Fixed Net Rent and any other sums due hereunder, Lessee shall peaceably and quietly leave, surrender and deliver to Lessor all and singular the Leased Premises and the Improvements, free of sub-tenancies (other than those entered into in the ordinary course of business). If the Leased Premises and the Improvements be not surrendered at the end of the Term, Lessee shall make good to Lessor all damage which Lessor shall suffer by reason thereof.

26. **Sale or Conveyance of Premises and Limits of Liability of Lessor.**

The term "Lessor", as used in this Lease, means only the owner for the time being of the Leased Premises. In the event of any sale, assignment or other conveyance of the Leased Premises, both of which are expressly permitted, provided that any and all benefits that accrue to Lessee and/or the Leased Premises by virtue of Lessor's ownership of the fee interest in the Leased Premises will not terminate or diminish by such sale assignment or conveyance (otherwise, Lessee's consent is required), the seller, assignor or grantor shall be and hereby is entirely freed and relieved of all covenants and obligations of Lessor hereunder thereafter arising, and it shall be deemed and construed, without further agreement between the Parties or between the Parties and the purchaser or grantee of the Leased Premises, that such purchaser, assignee or grantee has assumed and agreed to carry out any and all thereafter arising covenants and obligations of Lessor hereunder. If Lessor or any successor in interest of Lessor shall be an individual or individuals who are joint venturers, lessees in common, members of a firm, a general or limited partnership, trust or corporation, it is specifically understood and agreed that the monetary liability of such individual or of the members, officers, directors, shareholders, trustees and/or employees of that firm, corporation, partnership, trust or joint venture in relation to any covenants or conditions under this Lease, shall be limited to the equity of Lessor in the Leased premises in the event of a breach by Lessor of any of the terms, covenants and conditions of the Lease to be performed by Lessor.

27. **Inspection by Lessor.**

Lessee shall permit reasonable inspection of the Leased Premises and Improvements by Lessor, or Lessor's agents or representatives from time to time during business hours. If, during such hours, admission to the Leased Premises for the purpose aforesaid cannot be obtained, or if at any time by reason of an emergency condition an entry shall be deemed necessary for the

protection of the Leased Premises or Improvements, whether for the benefit of Lessee or not, Lessor, or Lessor's agents or representatives, may enter the Leased Premises or Improvements and accomplish such purpose. The provisions contained in this Article are not intended to create or increase, and are not to be construed as creating or increasing, any obligations on Lessor's part hereunder and are subject at all times to the rights of sub-lessee leases (and to any special requirements thereof).

28. **Covenants Binding on Successors and Assigns.**

The covenants, agreements, terms, provisions and conditions contained in this Lease shall apply to and inure to the benefit of and be binding upon Lessor and Lessee, and their respective successors and assigns, except as expressly otherwise hereinbefore provided.

29. **Entire Agreement.**

This Lease, along with the Redevelopment Agreement and any other document executed connection therewith or with the Overall Project, contains the entire agreement between the Parties and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest. This Lease shall not be recorded. However, the Parties will at any time at the request of either one promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of Lease setting forth a description of the Leased Premises, the Term and any other portions hereof, excepting the rental provisions, as either party may request.

30. **Captions.**

The captions of this Lease and the index preceding this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

31. **Partial Invalidity.**

If and to the extent that a provision of this Lease shall be unlawful or contrary to public policy, the same shall not be deemed to invalidate the other provisions of this Lease.

32. **Notices.**

Any notice tendered pursuant to this Lease shall be deemed effective if tendered to the notice Parties and in the manner set forth in the Redevelopment Agreement.

33. **Non-Merger.**

There shall not be a merger of (a) Lessee's interest in this Lease or the leasehold estate created hereby, or (b) Lessee's interest in the Improvements, or (c) the fee estate in the Leased Premises or any part thereof by reason of the fact that the same person may acquire, own or hold, directly or indirectly, all or part of (a), (b) or (c) above, and no such merger shall occur unless and

until all persons, including, without limitation, Lessor and Lessee shall join in a written instrument effecting such merger and shall duly record the same.

34. **Short form of Lease.**

At the request of either party, Lessor and Lessee shall promptly execute, acknowledge and deliver a short form of Lease sufficient for recording. Such short form of Lease shall not in any circumstances be deemed to change or otherwise affect any of the obligations or provisions of this Lease.

35. **Force Majeure.**

In the event Lessee is delayed in complying with any of its obligations (other than monetary payments) set forth in this Lease by reason of the future enactment of any law or issuance of any governmental order, rule or regulation establishing rationing or priorities in the use of material or restricting the use of labor, or by reason of delays due to strikes, lock-outs, acts of God, enemy action, civil commotion, dire or other unavoidable casualty or unavailability of construction materials, or changes in building plans, if any, made necessary in order to comply with the requirements of the zoning resolutions or codes or laws applicable to the Improvements or any other cause beyond Lessee's reasonable control, then the time within which Lessee shall comply with such obligations shall be extended for such period of time as Lessee shall have been so delayed. In no event shall the provisions of this Section be deemed to relieve Lessee of its obligations to pay Fixed Net Rent or Additional Rent or any other sums payable under the Lease.

36. **Partial Invalidity.**

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

37. **Further Assurances.**

The Parties agree to cooperate with each other and to execute and deliver, without expense to the other, such further documents and assurances as may be necessary to carry out the purposes of this Lease.

38. **Governing Law.**

This Lease and the performance thereof shall be governed, interpreted and construed by the substantive laws of the State of New Jersey, without regards to conflicts of law principles.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Lease as of the day and year first above written by their duly representatives.

LESSOR

CITY OF ASBURY PARK

(Seal)

Attest:

By: _____

By: _____

_____, **Mayor**
Clerk

_____, City

LESSEE

SPRINGWOOD AVENUE ASSOCIATES, LP

By: Springwood-Michaels LLC, its general partner

By: _____

Joel Silver, Vice President

Attachment: Second Amendment to RDA - Michaels-Asbury Park (2017-180 : Michael's Development Group - Second Amendment)

SCHEDULE A

Description of Leased Premises

Attachment: Second Amendment to RDA - Michaels-Asbury Park (2017-180 : Michael's Development Group - Second Amendment)

SCHEDULE B

Permitted Encumbrances



RESOLUTION NO. 2017-181

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

AUTHORIZING CITY ATTORNEY TO PURSUE LIQUIDATED DAMAGES AND COST RECOVERY AGAINST J.E. HANNON, INC. (BIRD CONSTRUCTION)

WHEREAS, J. E. Hannon, Inc. (Bird Construction) (the “Contractor”) was awarded a contract by the City of Asbury Park (the “City”) to complete the Sunset Avenue Foot Bridge Project (the “project”); and

WHEREAS, the project has not been completed by the Contractor in a timely fashion in accordance with the required completion date as specified in the executed contract between the parties; and

WHEREAS, as a result, the City is desirous of pursuing liquidated damages and cost recovery of additional construction management expenses as listed in the contract against the Contractor; and

WHEREAS, the Mayor and Council wish to authorize the City Attorney to pursue liquidated damages and cost recovery of additional construction management expenses against the Contractor.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City, in the County of Monmouth, State of New Jersey, that the City Attorney is hereby authorized and directed to pursue liquidated damages and cost recovery for contract administration services against J.E Hannon, Inc. (Bird Construction) relating to the project.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Manager and T&M Engineering.

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. 2017-181 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2017

CERTIFIED BY ME THIS 25th DAY OF May, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-182

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

AUTHORIZING CITY ATTORNEY TO PURSUE LIQUIDATED DAMAGES AGAINST DOWN TO EARTH LANDSCAPING INC.

WHEREAS, Down to Earth Landscaping, Inc. (the “Contractor”) was awarded a contract by the City of Asbury Park (the “City”) to complete the Springwood Avenue Park Project (the “project”); and

WHEREAS, the project has not been completed by the Contractor in a timely fashion in accordance with the required completion date as specified in the executed contract between the parties; and

WHEREAS, as a result, the City is desirous of pursuing liquidated damages against the Contractor; and

WHEREAS, the Mayor and Council wish to authorize the City Attorney to pursue liquidated damages against the Contractor.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City, in the County of Monmouth, State of New Jersey, that the City Attorney is hereby authorized and directed to pursue liquidated damages against Down to Earth Landscaping, Inc., relating to the project.

BE IT FURTHER RESOLVED, that a copy of this Resolution be provided to the CFO, City Manager and Suburban Consulting.

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. 2017-182 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2017

CERTIFIED BY ME THIS 25th DAY OF May, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-183

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

RESOLUTION RESCINDING RESOLUTION 2015-324 AND SUPPORTING AN EVALUATION PERIOD FOR A PROPOSED ROAD DIET FOR ROUTE 71

WHEREAS, Resolution 2015-324 stated that City required additional information from the New Jersey Department of Transportation in regards to the proposed implementation of a “road diet”; and

WHEREAS, the NJ DOT has provided additional information for the Mayor and Council to City staff to make a more informed decision in regards to the applicability of the proposed road diet; and

WHEREAS, the City and NJ DOT held a meeting on March 31, 2017 to review and finalize the City’s concerns in regards to implementing a road diet; and

WHEREAS, the City and NJ DOT are willing partners in ensuring the health, safety and welfare of the City residents, businesses and visitors is ensured; and

WHEREAS, the NJ DOT has provided adequate information to alleviate the City’s concerning in regards to the health, safety and welfare of the City’s residents, businesses and visitors; and

WHEREAS, Resolution 2015-324 is hereby repealed; and

WHEREAS, the City hereby supports the implementation and two year evaluation of a “road diet” along Route 71 (Main Street) within the City’s limits as the NJDOT has supplied information that the proposed changes are not capital in nature; and

WHEREAS, the City and NJ DOT have agreed to evaluation the road diet based upon crash data, emergency response time or other empirical data that is available; and

WHEREAS, the City will review its land use policies in an attempt to implement safer loading areas for the business community and the evaluation of load areas shall be part of the continuous evaluation of the road diet between the City and NJ DOT; 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 that Resolution

2015-324 is hereby rescinded and the City of Asbury Park hereby supports an evaluation period for the implementation of the proposed road diet for Route 71 (Main Street).

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. 2017-183 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2017

CERTIFIED BY ME THIS 25th DAY OF May, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-184

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

RESOLUTION AUTHORIZING CITY MANAGER TO SIGN NJDPE TREATMENT WORKS APPLICATIONS

WHEREAS, the Asbury Park City Manager is hereby authorized to sign NJDEP Statements of Consent upon review and recommendation of the City Engineer; and

WHEREAS, a copy of the signed application shall be forwarded to the governing body and Director of Planning and Redevelopment; and

WHEREAS, Change Order #5 is hereby approved and the City Manager is authorized to sign any and all paperwork associated with it.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the City Manager to sign NJDEP Statements of Consent upon review and recommendations of the City Engineer and forward said application to the governing body and Director of Planning and Redevelopment.

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. 2017-184 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2017

CERTIFIED BY ME THIS 25th DAY OF May, 2017.

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2017-24**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING TRAFFIC AND
PARKING REGULATIONS CHAPTER VII SECTION XX**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning one-way streets and time limit parking within the City; and

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

WHEREAS, the City’s Waterfront Redevelopment Plan and associated Redeveloper Agreement contains recommendations for infrastructure and circulation in the Infrastructure Report and Circulation Element; and

WHEREAS, since adoption of the prior traffic regulations and Waterfront Redevelopment Plan, the City’s Transportation Manager has reviewed the Circulation Plan Element and the City’s historical parking data; and

WHEREAS, as a result of said review, as well as the Parking Advisory Committee has recommended certain revisions to the prior traffic regulations in order to increase the supply of parking spaces in high demand areas and enact time limits for appropriate land uses; and

WHEREAS, the Master Developer has reviewed and agreed with these proposed changes; and

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

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 following 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. 2017-24 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2017

CINDY A. DYE
CITY CLERK

EXHIBIT A

Deletions are denoted as strikethrough and additions are underlined.

7-20 ONE-WAY STREETS.**7-20.1 Designated.**

The following described streets or parts of streets are hereby designated as One-Way Streets in the direction indicated. Parking on these streets will be permitted on the sides indicated below. (2000 Code § 7-20.1; Ord. No. 2189 § 1; Ord. No. 2199 § 1; Ord. No. 2244 § 1; Ord. No. 2290 § 1; Ord. No. 2314 § 1; Ord. No. 2307 § 1; Ord. No. 2318 § 1; Ord. No. 2452 § 1; Ord. No. 2516; Ord. No. 2527; Ord. No. 2665; Ord. No. 2939; Ord. No. 2957; Ord. No. 2990; Ord. No. 2015-47; Ord. No. 2016-11; Ord. No. 2016-27)

<i>Name of Street</i>	<i>Direction</i>	<i>Limits</i>	<i>Parking Permitted</i>
Asbury Avenue	East	Kingsley Street to Ocean Avenue	
Bergh Street	North	Asbury Avenue to Fifth Avenue	
Bond Street	a. South	Between Seventh Avenue and Cookman Avenue	Both sides
	b. North	Between Cookman Avenue and Lake Avenue	Both sides. 4-hour time limit parking 8:00 a.m. to 4:00 p.m. except Sat. and Sun.
Boston Way	West	Memorial Drive to Atkins Avenue	
Drummond Court	West	The westerly end of Drummond Avenue to the westerly end of Drummond Court at Fourth Avenue	
Drury Lane	South	Sixth Avenue to Sunset Avenue	
Elizabeth Avenue (Ord. No. 2990)	South	Mattison Avenue to Springwood Avenue	
Emory Street	North	Mattison Avenue to Fifth Avenue	
Emory Street (Ord. No. 2939; Ord. No. 2957)	North	Mattison Avenue to Bangs Avenue	Both Sides

7-20 One-way Streets – Continued			
<i>Name of Street</i>	<i>Direction</i>	<i>Limits</i>	<i>Parking Permitted</i>
Fifth Avenue (Ord. No. 2016-11; Ord. No. 2016-27)	East	Between Ocean Avenue and Webb Street (Eastbound)	Both Sides
Fourth Avenue	West	Ocean Avenue to Kingsley Street	
Heck Street	South	Fifth Avenue to Cookman Avenue	
<u>Heck Street</u>	<u>North</u>	<u>Cookman Avenue to Lake Avenue</u>	<u>West Side</u>
Hope Way (Ord. No. 2990)	West	From Avenue A to Elizabeth Avenue	
Jersey Street	South	Monroe Avenue to Washington Avenue	
Kingsley Street	South	Cookman Avenue to Lake Avenue	
Lake Avenue	East	Kingsley Street to Ocean Avenue	
Mattison Avenue	East	Main Street to Emory Street	
McKinley Place (Ord. No. 2990)	East	From Elizabeth Avenue to DeWitt Avenue	
Monroe Avenue	Southeast	Cookman Avenue to Lake Avenue	
Ocean Avenue	North	Asbury Avenue to Seventh Avenue	
Park Hall Place (Ord. No. 2015-47)	North	Summerfield Avenue to Monroe Avenue	East Side (Northbound)
Pine Street	South	Asbury Avenue to Sewall Avenue	
Plaza Court	Southeast	Kingsley Street to Lake Avenue	
Seventh Avenue	West	Main Street to Steiner Avenue	
St. James Place	North	Lake Avenue to Asbury Avenue	
Steiner Place	South	Seventh Avenue to Sixth Avenue	
Sunset Avenue (Ord. No. 2016-11; Ord. No. 2016-27)	West	Between Ocean Avenue and Webb Street	Both Sides

7-20 One-way Streets – Continued			
<i>Name of Street</i>	<i>Direction</i>	<i>Limits</i>	<i>Parking Permitted</i>
Sylvan Avenue	South	Lake Avenue to Boston Way	
Third Avenue	East	Kingsley Street to Ocean Avenue	
Unnamed Street South of Tax Block 4401 (Ord. No. 2015-47)	East	North of 1701 Ocean Avenue	Both sides
Washington Avenue	West	Prospect Avenue to Ridge Avenue	
Webb Street	North	Sunset Avenue to Deal Lake Drive	



**Asbury Park, New Jersey
ORDINANCE NO. 2017-21**

**ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY (THE "CITY") PROVIDING FOR A
SPECIAL EMERGENCY APPROPRIATION IN AN AMOUNT NOT TO EXCEED
\$370,000 TO FUND CONTRACTUALLY REQUIRED SEVERANCE LIABILITIES
RESULTING FROM THE RETIREMENT OF EMPLOYEES**

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

SECTION 1. N.J.S.A. 40A:4-53 provides that a local unit such as the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"), may adopt an ordinance authorizing a special emergency appropriation to fund contractually required severance liabilities resulting from the layoff or retirement of employees and such liabilities shall be paid without interest and, at the sole discretion of the City, may be paid in equal annual installments over a period of not to exceed five years.

SECTION 2. The City has determined and does hereby authorize a special emergency appropriation in an amount not to exceed \$370,000 to fund the contractually required severance liabilities resulting from the retirement of employees.

SECTION 3. To finance the appropriation authorized hereunder, and described in Section 2 hereof, special emergency notes of the City (the "Notes") shall be authorized by a resolution of the City Council to be adopted in accordance with the provisions of N.J.S.A. 40A:4-55.

SECTION 4. A certified copy of this ordinance as finally adopted will be filed with the Director of the Division of Local Government Services, in the New Jersey Department of Community Affairs.

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. 2017-21 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2017

CINDY A. DYE
CITY CLERK

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2017-22**

**BOND ORDINANCE AMENDING AND SUPPLEMENTING
BOND ORDINANCE NUMBER 2910 (WHICH PROVIDES
FOR SANITARY AND STORM SEWER IMPROVEMENTS)
HERETOFORE FINALLY ADOPTED BY THE CITY
COUNCIL OF THE CITY OF ASBURY PARK, IN THE
COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON
JUNE 3, 2009, TO AMEND THE DESCRIPTION SET FORTH
THEREIN**

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

SECTION 1. Section 3(a) of Bond Ordinance Number 2910 finally adopted on June 3, 2009, by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City") entitled, "BOND ORDINANCE PROVIDING FOR SANITARY AND STORM SEWER IMPROVEMENTS FOR THE SPRINGWOOD AVENUE REDEVELOPMENT AREA AND THE CENTRAL BUSINESS DISTRICT REDEVELOPMENT AREA BY THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, APPROPRIATING \$15,800,000 THEREFORE AND AUTHORIZING THE ISSUANCE OF \$15,800,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF" (the "Original Ordinance"), is hereby amended and supplemented to amend the description set forth therein, as follows:

"Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is for Various Capital Infrastructure Improvements to the Storm and Sanitary Sewer System throughout the City including, but not limited to, the Springwood Avenue Redevelopment Area, the Central Business District Redevelopment Area, Main Street (State Highway 71), Heck Street and Monroe Avenue, and including the replacement and relining of all storm and sanitary sewer mains throughout the City, and shall also include, as applicable, all engineering or design work, construction planning, preparation of plans and specifications, permits, bid documents, inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto."

SECTION 2. Except as expressly amended and supplemented hereby, the Original Ordinance shall remain in full force and effect.

SECTION 3. The City covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

SECTION 4. This bond ordinance shall take effect twenty (20) days after final adoption, and approval by the Mayor, if applicable, as provided by the Local Bond Law.

DATED: May 24, 2017

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

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2017

JOHN MOOR,
Mayor of the City of Asbury Park



**Asbury Park, New Jersey
ORDINANCE NO. 2017-23**

**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 1003 BOND STREET (BLOCK 2703, LOT 2, F/K/A
BLOCK 167, LOT 1.02)**

WHEREAS, on February 13, 2007, the Asbury Park Zoning Board of Adjustment adopted a Resolution memorializing the approval of an application for Preliminary and Final Major Site Plan Approval relating to the renovation of an existing school building (a/k/a Holy Spirit School) into a 16 unit residential structure (hereinafter referred to as the “development project”) at the property located at 1003 Bond Street, more commonly known and designated as Block 2703, Lot 2, f/k/a Block 167, Lot 1.02 (hereinafter referred to as the “property”); and

WHEREAS, the property is located in the R-2 Zoning District, and is intended to be used as a multi-family residential structure; 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 17 space surface parking lot, along with lighting and a landscaped area, which is proposed to encroach into the public right-of-way areas by approximately 2,600 square feet; and

WHEREAS, the encroachment is described in more detail in a legal description prepared by Fredrick L. Voss, PE, PLS, of GTS Consultants, Inc., dated April 4, 2016, a copy of which is attached hereto as Exhibit “A,”; and

WHEREAS, the encroachment is depicted in more detail on the attached portion of a map entitled, “Final Site Plan - Building Use Conversion” of Block 167, Lot 1.02, in the City of Asbury Park, Monmouth County, New Jersey,” dated February 5, 1997, as prepared by Louis A. Scheidt,, PE, PLS, attached hereto as Exhibit “B”; and

WHEREAS, the applicant (current owner of the property) has requested that the City allow it to develop the property with the encroachment 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 encroachment into the public right-of-way shall not interfere with the ability of the public to utilize the existing sidewalks or other public areas that are adjacent to the proposed development project; and
- (2) The encroachment is needed in order to provide for the construction of a 17 space surface parking lot, along with lighting and a landscaped area adjacent to the building, which is a necessary part of the development project; and
- (3) The completion of the proposed development project will represent a significant improvement to the area, and will result in substantial tax ratables to the City; and
- (4) The total area of the proposed encroachment 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 area in question (and without making any affirmative representations with regard thereto), the Mayor and Council are willing to permit the construction of the 17 space surface parking lot, along with the proposed lighting and a landscaped area, which are proposed to encroach into certain public right-of-way areas that are believed to be under the City's jurisdiction, as referenced above, and as described and depicted in the attached Exhibits, for the consideration of Twelve Thousand Nine Hundred Dollars (\$12,900.00), which consideration shall be paid prior to the issuance of a Certificate of Occupancy for the property, on the condition that the easement area shall only be used for the purposes referenced herein and for no other purpose(s), 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 area 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 consideration of Twelve Thousand Nine Hundred Dollars (\$12,900.00), which consideration shall be paid prior to the issuance of a Certificate of Occupancy for the property, over a certain portion 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 17 space surface parking lot, along with lighting and a landscaped area, as part of the development project, on the condition that the easement area shall only be used for the purposes referenced herein, and for no other purpose(s), 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 all costs and expenses associated with this matter shall be paid by the applicant, through an escrow account established with the City.
 6. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
 7. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
 8. 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. 2017-23 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2017

CINDY A. DYE
CITY CLERK

Metes and Bounds Description for an easement area
 Within the Third Avenue Right of Way
 City of Asbury Park, Monmouth County, New Jersey

Beginning at the intersection of the westerly right of way line of Bond Street (50 feet wide) with the southerly right of way line of Third Avenue (100 feet wide); thence running,

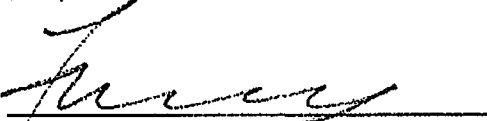
1. Along said southerly right of way line of Third Avenue, N 65° 30' 00" W, 200.00 feet to a point thereon; thence,
2. At right angles to and through the Third Avenue public right of way, N 24° 30' 00" E, 13.00 feet to a point; thence,
3. Parallel with the aforesaid southerly right of way line of Third Avenue, S 65° 30' 00" E, 200.00 feet to a point; thence,
4. At right angles to said southerly right of way line of Third Avenue, S 24° 30' 00" W, 13.00 feet to the point and place of beginning.

Containing an area of 2,600 square feet more or less.

Being an area within the public right of way of Third Avenue to occupy with curb, asphalt pavement, and appurtenances to serve as a circulation aisle within a parking area on the abutting property.

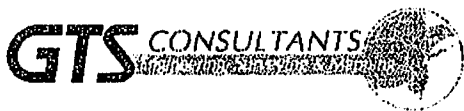
Prepared by:

GTS Consultants, Inc.
 2 Monmouth Avenue, Unit A1
 Freehold, NJ 07728
 (732) 409-0900



Fredrick L. Voss, PE, PLS
 NJ License No. 24GB02579700

April 4, 2016







Minutes
Meeting of the Municipal Council
Wednesday, May 24, 2017
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.

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

City Manager Capabianco had no prior issues.

Special Event Applications

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

Review of Agenda Items for May 24, 2017 Regular Meeting

City Manager Capabianco reviewed the this evening's agenda with the City Council.

Matters from City Council

Council Member Chapman stated that the VFW will be placing flags on veterans' grave stones on Friday at 3 p.m. at Monmouth Memorial Park. They are looking for volunteers.

Council Member Clayton stated that the next expungement seminar will be at St. Stephens on June 3 at 11 a.m.

Council Member Kendle requesting striping on the sidewalks at 1st and 2nd Street and Comstock due to pedestrian traffic.

Deputy Mayor Quinn asked when will the City Hall RFP will be readvertised.

Mayor Moor spoke about parking issues in the CBD redevelopment area. He asked for a detailed report with options from the staff.

Matters from City Manager

City Manager Capabianco stated that there is an expired term on the Wesley Lake Commission. Any volunteers interested please apply.

Matters from City Attorney

City Attorney Raffetto stated that due to the City Council authorizing an in rem foreclosure for a property on Memorial Drive, the City was able to recoup \$182,455. The City did not have to take possession of the property.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, May 24, 2017
REGULAR MEETING

Executive Session - 4:00 p.m.

2017-169 Resolution Authorizing a Meeting which Excludes the Public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, 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: Pam Lamberton, Polly Schallbeck, Tracy Rogers, Marty Bradshaw, Kathy Penna, Diana Peteck, Paul Edgecomb, Werner Baumgartner, Ryan (?), Rita Marano, Felicia Simmons, Jerry Scarano, John Biondo, Scott Eszelum, Nancy Sabino, Lester Corbo and Ernest Mignoli.

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

MINUTES

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

1. Executive Session Minutes of May 10, 2017 4:00 PM
2. Municipal Council - Work Session - May 10, 2017 6:00 PM
3. Municipal Council - Regular Meeting - May 10, 2017 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

2017-170 Resolution Approving Special Event Applications

2017-171 Resolution Amending Temporary Budget Appropriations for 2017 Budget

2017-172 Appointing Cleary Giacobbe Alfieri Jacobs, LLC, to Serve as Special Council for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

INDIVIDUAL RESOLUTIONS

2017-173 Resolution Approving Payment of Bills

Mayor Moor abstains from line item 7-01-23-220-000-209.

Council Member Chapman abstains from POs 17-01518, 17-00222, 17-01316 and 17-00997

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

2017-174 Resolution Authorizing the Cancellation and Refund of Interest and Penalty with Respect to Block 4104, Lot 13

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

2017-175 Resolution Authorizing Change Order #5 for Springwood Avenue Park professional services

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

2017-176 Resolution Approving Contract Amendment for T&M Associations for the Outfall Difusser Repair Project

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

2017-177 Amending Resolution 2017-150 Authorizing Purchase of Three Police Cars

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

2017-178 Authorizing the City of Asbury Park to Transfer Title to Property Located at 129 De Witt Avenue (Block 1005, Lot 1) to West Side Community Center, Inc.

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

2017-179 A Resolution of the Mayor and Council of the City of Asbury Park, Acting as the Waterfront Redevelopment Entity, Permitting the Removal of Five (5) On-Street Parking Spaces and Granting a Revocable License to Permit the Installation of Bike Racks, Benches and Trash Receptacles in Areas of the City Right-Of-Way on Fourth Avenue Adjacent to Block 4104, Lots 7, 8 and 9, Commonly Known As 209 Fourth Avenue in Connection with the Asbury Lanes Project

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

2017-180 A Resolution of the Mayor and City Council of the City of Asbury Park Authorizing the Second Amendment to the Redevelopment and Land Disposition Agreement with the Michaels Development Company I, L.P., as Redeveloper of Certain Parcels Located within the City's Springwood Avenue Redevelopment Area

RESULT:	ADOPTED [3 TO 2]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, John Moor
NAYS:	Eileen Chapman, Amy Quinn

2017-181 Authorizing City Attorney to pursue liquidated damages and cost recovery against J.E. Hannon, Inc. (Bird Construction)

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

2017-182 Authorizing City Attorney to pursue liquidated damages against Down to Earth Landscaping Inc.

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

2017-183 Resolution Rescinding Resolution 2015-324 and Supporting an Evaluation Period for a Proposed Road Diet for Route 71

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

2017-184 Resolution Authorizing City Manager to sign NJDEP Treatment Works Applications

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

ORDINANCES

Introduction

2017-24 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations
Chapter VII Section XX

Public hearing is scheduled for June 14, 2017.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/14/2017 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2017-21 Ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”) Providing for a Special Emergency Appropriation in an Amount not to Exceed \$370,000 to Fund Contractually Required Severance Liabilities Resulting from the Retirement of Employees

Motion by Council Member Kendle and seconded by Council Member Clayton to open Ordinance 2017-21 to the public.

The following members of the public spoke: Rita Marano.

Motion by Deputy Mayor Quinn and seconded by Council Member Chapman to close Ordinance 2017-21 to the public.

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

2017-22 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2910 (which Provides for Sanitary and Storm Sewer Improvements) heretofore Finally Adopted by the City Council of the City Of Asbury Park, in the County of Monmouth, State of New Jersey, on June 3, 2009, to Amend the Description Set Forth Therein

Ordinance 2017-22 has been tabled until June 14, 2017.

RESULT:	TABLED [UNANIMOUS]
	Next: 6/14/2017 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2017-23 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 1003 Bond Street (Block 2703, Lot 2, f/k/a Block 167, Lot 1.02)

Motion made by Deputy Mayor Quinn and seconded by Council Member Clayton to open Ordinance 2017-23 to the public.

The following members of the public spoke: Werner Baumgartner, Felicia Simmons, Rita Marano and Jerry Scarano.

Motion by Council Member Kendle and seconded by Deputy Mayor Quinn to close Ordinance 2017-21 to the public.

Motion failed.

RESULT:	DEFEATED [2 TO 2]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Amy Quinn, John Moor
NAYS:	Eileen Chapman, Yvonne Clayton
ABSTAIN:	Jesse Kendle

ADJOURNMENT

The meeting was adjourned at 7:45 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk