



Agenda
Meeting of the Municipal Council
Wednesday, June 13, 2018
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

As to comply with the “Open Public Meetings Act,” Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 4, 2018, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items for Review:

- A. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- B. Special Event Applications
- C. Items to be presented by Surf Rider
- D. Insurance Review by Ezio I. Altamua, Senior Vice President of Otterstedt Insurance Agency
- E. Review of Agenda Items for June 13, 2018 Regular Meeting
- F. Matters from City Council
- G. Matters from City Manager
- H. Matters from City Attorney
- I. Regular Meeting begins at 7 p.m.



Agenda
Meeting of the Municipal Council
Wednesday, June 13, 2018
REGULAR MEETING 7:00 PM

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

2018-209 Resolution Authorizing a meeting which excludes the public

A. Personnel

1. Amendment to Personnel Policy

B. Contract Negotiations

1. Amendments to the Waterfront Redevelopment Plan
2. Carter Sackman Parking Proposal

C. Litigation

1. NJiiF Litigation Update by Eric Nemeth, Esquire

D. Potential Litigation

1. Robert McKeon v. City of Asbury Park

E. Attorney-Client Privilege

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

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

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 4, 2018, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Executive Minutes of May 23, 2018 4:00 PM
- Municipal Council - Work Session - May 23, 2018 6:00 PM
- Municipal Council - Regular Meeting - May 23, 2018 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.

2018-210 Resolution Approving Special Event Applications

2018-211 Authorization to Ratify the PBA Local 6 Union Contract

2018-212 Authorization to Ratify the Superior Officers Association Local 6 ("SOA") Union Contract

2018-213 Authorization to Ratify the International Federation of Professional and Technical Engineers Union Contract

2018-214 Authorization to Ratify the International Association of Firefighters (IAFF) Union Contract

2018-215 Authorizing the Tax Collector to Prepare and Deliver Estimated 2018-3RD Quarter Tax Bills

2018-216 Resolution Canceling Balances of Various Trust Reserves

2018-217 A Resolution Authorizing Tyrone A. Young, Tax Collector, to Complete Agreement for Service and Participate in Electronic Tax Sale Process 2018

2018-218 Resolution Approving Tax Sale Costs 2018

2018-219 Resolution to Authorize Year End Tax Sale 2018

2018-220 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Ticket or Click It Grant

2018-221 Resolution Approving Award of Contract for Regional Contribution Agreement Project (1121 First Ave.)

2018-222 Resolution Approving Award of Contract for Regional Contribution Agreement Project (1300 Fourth Avenue)

2018-224 Adopting of the FY-2018 Annual Action Plan For Community Development Programs

H. Individual Resolutions

- 2018-225 Resolution Approving Payment of Bills
- 2018-226 Resolution Authorizing Change Order Number 1 for the Firehouse Lintel Project
- 2018-227 Resolution Authorizing Change Order 19 with Black Rock Enterprises for the Road Program
- 2018-228 Resolution Awarding a contract for 3rd Party Municipal Court Debt Collections
- 2018-229 Resolution Authorizing the Purchase of Asphalt Materials from Stavola Construction Materials Inc. for the Paving of Various Roadways
- 2018-230 Resolution Authorizing City Manager to sign NJDEP Treatment Works Applications
- 2018-231 A Resolution of The Mayor And Council of The City of Asbury Park, Acting as The Redevelopment Entity, Authorizing A Temporary Cellular Installation on The Eastern Portion of Block 4001 fronting on Kingsley Street Within The Waterfront Redevelopment Area
- 2018-232 Resolution Rejecting Development Proposals for City Hall and Transportation Center Sites
- 2018-233 Resolution Approving 2018-2019 Liquor License Renewals
- 2018-234 A Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC d/b/a Porta for the 2018-2019 Licensing Year
- 2018-235 Omnibus Resolution of the City of Asbury Park, New Jersey Authorizing Various Documents and Agreements in Connection with the Implementation of Lot by Lot Development in the Waterfront Redevelopment Area
- 2018-236 Omnibus Resolution of the City of Asbury Park, New Jersey Authorizing Various Documents and Agreements in Connection with the Implementation of Lot by Lot Development in the Waterfront Redevelopment Area

I. Ordinances

1. Introduction

- 2018-28 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations Chapter VII

2. Second Reading/Public Hearing

- 2018-15 Adoption of an Amendment to the Waterfront Redevelopment Plan
- 2018-20 Amendment No. 1 To An Ordinance Of The City Of Asbury Park, In The County Of Monmouth, New Jersey, Providing For The Special Assessment Of The Cost Of Certain Wastewater, Stormwater, Roadway,

Streetscape, Utility And Other Infrastructure Improvements In Portions Of The Prime Renewal Area And The Boardwalk Area Within The Asbury Park Waterfront Redevelopment Area And Establishment Of A Mechanism For Payment Of The Cost Thereof

- 2018-21 An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight "Development Fees" to the Code of the City of Asbury Park
- 2018-25 Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Public Right-Of-Way Area Adjacent To the Property Located At 545 Lake Avenue (To Be Known As Block 3105, Lot 4.02).

J. Adjournment

**RESOLUTION NO. 2018-209****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 June 13, 2018 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Personnel:

1. Amendment to Personnel Policy

B. Contract Negotiations:

1. Amendments to the Waterfront Redevelopment Plan
2. Carter Sackman Parking Proposal

C. Litigation:

1. NJiiF Litigation Update by Eric Nemeth, Esquire

D. Potential Litigation:

1. Robert McKeon v. City of Asbury Park

E. Attorney-Client Privilege

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

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, May 23, 2018
WORK SESSION

Announcement by the City Clerk

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

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

Proclamation Recognizing Haitian American Month

The Mayor and City Council presented a proclamation recognizing Haitian American Month.

Proclamation Recognizing 1st National Gun Violence Awareness Day

The Mayor and City Council presented a proclamation recognizing the 1st National Gun Violence Awareness Day.

Special Event Applications

Leesha Floyd discussed the special event applications for this evenings agenda with the Council.

Items to be presented by Transportation Planner Michael Manzella

1. Electric Vehicle Charging and Car Share

City Transportation Planner Michael Manzella discussed the proposal for electric vehicle charging and car share with the City Council.

Items to be presented by Rodney Saloman, Co-Founder of Konscious Youth Development & Services

Rodney Saloman and Michael Mills discussed the services provided by Konscious Youth Development & Services with the City Council.

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

City Manager Capabianco stated that there were no issues.

Review of Agenda Items for May 23, 2018 Regular Meeting

City Manager Capabianco reviewed the agenda for this evening's meeting.

Matters from City Council

Council Member Chapman stated that there will be a Memorial Day Services at Fireman's Memorial Park on Monday May 28 @ 9 a.m.

Council Member Clayton wished everyone wonderful holiday.

Mayor Moor questioned if the City was any closer to closing of the property on the corner of Springwood and Memorial. City Manager Capabianco provided an update.

Matters from City Manager

City Manager Capabianco had no matters.

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 23, 2018 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, May 23, 2018
REGULAR MEETING

Executive Session - 4:00 p.m.

2018-192 Resolution Authorizing a meeting which excludes the public

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

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

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

PRESENTATION BY HARRY J DELGADO, ED.S., ACCREDITATION PROGRAM DIRECTOR
NJSACOP, PRESENTING THE CITY OF ASBURY PARK WITH THE ACCREDITATION CERTIFICATE

Harry J. Delgado, Accreditation Program Director NJSOCOP presented the City with the Accreditation Certificate for the Police Department.

PUBLIC PARTICIPATION

Motion made by Council Member Clayton and seconded by Council Member Chapman to open the meeting to the public.

The following members of the public spoke: Trip Brooks, Annette Hurrell, Gabriella Cuchenella, Rita Marano, Lee Rosha, Curtis Moreland, Debbie Clifton, Jerry Scarano, Shonda Deal and Ernest Mignoli.

Minutes Acceptance: Minutes of May 23, 2018 7:00 PM (Minutes)

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

MINUTES

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

1. Executive Minutes of May 9, 2018 4:00 PM
2. Municipal Council - Work Session - May 9, 2018 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - May 9, 2018 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2018-193 Resolution Approving Special Event Applications

2018-194 Resolution to Credit Sewer Account Block 3306 Lot 2 302 First Avenue

2018-195 Resolution Approving Ohana Kitschen Company 2017-2018 Liquor License Renewals

2018-196 Appointing Members to the Zoning Board of Adjustment

Regular Member - Jennifer Souder - Term to expire on December 31, 2018

“Alternate No. 2” - Christopher Gonzales - Term to expire on December 31, 2018.

2018-197 Resolution Authorizing the Disposition of Surplus Property - Electronics

INDIVIDUAL RESOLUTIONS

2018-198 Resolution Approving Payment of Bills

Council Member Chapman abstains from POs 18-00372; 18-00373; 18-01168; 18-00374 and 18-01487

Minutes Acceptance: Minutes of May 23, 2018 7:00 PM (Minutes)

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

2018-187 Resolution Adopting the Personnel Policy for 2018

RESULT:	TABLED [UNANIMOUS]
	Next: 6/13/2018 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-199 Resolution Designating Jitney Routes for 2018

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

2018-200 Resolution Adopting Environmentally Preferable Purchasing Policy (Green Purchasing Policy)

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

2018-201 Resolution Awarding a contract to Monmouth County for road repaving

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

2018-202 Resolution Authorizing Change Order Number 1 for the Firehouse Lintel Project

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

2018-203 Resolution Approving Change Order #3 for Fourth Avenue Improvements

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

2018-204 Resolution Approving Change Order #4 for Fourth Avenue Improvements

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

2018-205 A Resolution of the City of Asbury Park Releasing the Performance Bond for Asbury Lanes located at 1100 Ocean Avenue (Block 4104, Lot 8, 9 & p/o 13 And Accepting Maintenance Guarantee

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

2018-206 Resolution of The City of Asbury Park Authorizing the Execution of An Interim Cost Agreement With Asbury Holdings, LLC, Including Provisions for an Escrow Deposit to Defray The City's Costs Incurred In The Negotiation of A Redevelopment Agreement for 1001 First Avenue- Block 401, Lot 11

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

2018-207 Resolution of the Mayor and City Council of the City of Asbury Park Referring Proposed Amendments of the Main Street Redevelopment Plan to the City of Asbury Park Planning Board, and Directing the Planning Board to Take Certain Actions Pursuant to N.J.S.A. 40A:12A-7(e

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

2018-208 Resolution Authorizing the Purchase of Asphalt Materials from Stavola Construction Materials Inc. for the Paving of Various Roadways

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

ORDINANCES

Introduction

2018-27 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2018-4 (Which Provides for Various 2018 Capital Improvements) Heretofore Finally Adopted by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on February 28, 2018, to Amend the Description Set Forth Therein

Public hearing is scheduled for June 27, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/27/2018 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2018-15 Adoption of an Amendment to the Waterfront Redevelopment Plan

Deputy Mayor Quinn stated her frustration with the tabling of these ordinances.

RESULT:	TABLED [4 TO 1]
	Next: 6/13/2018 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
NAYS:	Amy Quinn

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

Deputy Mayor Quinn stated her frustration with the tabling of these ordinances.

RESULT:	TABLED [4 TO 1]
	Next: 6/13/2018 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
NAYS:	Amy Quinn

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

Deputy Mayor Quinn stated her frustration with the tabling of these ordinances.

RESULT:	TABLED [4 TO 1]
	Next: 6/13/2018 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
NAYS:	Amy Quinn

Minutes Acceptance: Minutes of May 23, 2018 7:00 PM (Minutes)

2018-22 Ordinance of the City of Asbury Park Amending Chapter VIII Establishing Article III: “Jitneys”

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to open the Ordinance to the public.

The following members of the public spoke: Rita Marino

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

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

2018-23 Ordinance of the City of Asbury Park Amending Traffic And Parking Regulations Chapter VII

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

No one from the public spoke.

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

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

2018-24 Ordinance of the City of Asbury Park Adopting an Amendment to the Springwood Avenue Redevelopment Plan

Motion made by Council Member Kendle and seconded by Council Member Chapman to open the Ordinance to the public.

No one from the public spoke.

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

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

2018-25 Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Public Right-Of-Way Area Adjacent To the Property Located At 545 Lake Avenue (To Be Known As Block 3105, Lot 4.02).

RESULT:	TABLED [UNANIMOUS]
	Next: 6/13/2018 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-26 An Ordinance Amending Ordinance 2015-13 of the City of Asbury Park, Authorizing the Execution of a First Amendment to Special Assessment Agreement in Connection with the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and other Infrastructure Improvements on Block 4104, Lots 3-7, 10 & 11 within the Asbury Park Waterfront Redevelopment Area

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

No one from the public spoke.

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

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

ADJOURNMENT

The meeting was adjourned at 8:15 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of May 23, 2018 7:00 PM (Minutes)



RESOLUTION NO. 2018-210

**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 June 13, 2018 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Monmouth County All Womens Lifeguard Tournament
2. National Night Out
3. Back to School Block Party
4. Music Mondays at Springwood Park
5. Vibewell Yoga Festival
6. Thanks4Giving Plunge
7. Jersey Shore 5K Rescue Race
8. Asbury Park Sunset Farmers Market
9. Asbury park Chamber of Commerce
10. Asbury Park Historical Society Annual Art on the Boardwalk
11. Mitchell/Bauer Wedding- 9/15/18

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, that all the above referenced Special Events Applications are hereby approved, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-210 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

**RESOLUTION NO. 2018-211**

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

AUTHORIZATION TO RATIFY THE PBA LOCAL 6 UNION CONTRACT

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Asbury Park that the City Manager is hereby authorized to ratify and execute the contract for the PBA Local 6 ("PBA") union contract.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-211 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 13th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

**RESOLUTION NO. 2018-212**

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

**AUTHORIZATION TO RATIFY THE SUPERIOR OFFICERS ASSOCIATION LOCAL
6 ("SOA") UNION CONTRACT**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Asbury Park that the City Manager is hereby authorized to ratify and execute the contract for the Superior Officers Association Local 6 ("SOA") union contract.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-212 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 13th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

**RESOLUTION NO. 2018-213**

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

**AUTHORIZATION TO RATIFY THE INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS UNION CONTRACT**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Asbury Park that the City Manager is hereby authorized to ratify and execute the contract for the International Federation of Professional and Technical Engineers (I.F.P.T.E) union contract.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-213 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 13th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

**RESOLUTION NO. 2018-214**

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

**AUTHORIZATION TO RATIFY THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS (IAFF) UNION CONTRACT**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Asbury Park that the City Manager is hereby authorized to ratify and execute the contract for the International Association of Firefighters (IAFF) union contract.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-214 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 13th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-215

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

AUTHORIZING THE TAX COLLECTOR TO PREPARE AND DELIVER ESTIMATED 2018-3RD QUARTER TAX BILLS

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park to authorize the tax collector to prepare and deliver the 2018-3rd quarter estimated bills, if necessary.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-215 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-216

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

RESOLUTION CANCELING BALANCES OF VARIOUS TRUST RESERVES

WHEREAS, certain trust reserves remain on the books of the City from prior years; and

WHEREAS, it is necessary to cancel said trust reserves to fund balance.

NOW, THEREFORE, BE IT RESOLVED by the Governing body of the City of Asbury Park that the following trust reserves be canceled up to the amounts listed below:

K-9 Car	\$175.11
Animal Welfare	990.00
Canine Vest	1,600.00
Community Dev. Initiative	104.22
Hurricane Sandy	31,000.00
PAL/Cadet Program	60.00

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-216 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-217

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

A RESOLUTION AUTHORIZING TYRONE A. YOUNG, TAX COLLECTOR, TO COMPLETE AGREEMENT FOR SERVICE AND PARTICIPATE IN ELECTRONIC TAX SALE PROCESS 2018

WHEREAS, N.J.S.A. 54:5-19, authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Government Services; and

WHEREAS, the Director of the Division of Local Government Services “also known as DLGS” has promulgated rules and regulations to participate in electronic tax sale without prior approval from DLGS; and

WHEREAS, Tax Collector, Tyrone A. Young has advised that an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sale process; and

WHEREAS, it is recommended that Tyrone A. Young be authorized to complete the necessary “Agreement for Services” for the City of Asbury Park to participate in the electronic tax sale program; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Asbury Park that the City of Asbury Park wishes to participate in an electronic tax sale; and

BE IT FURTHER RESOLVED that Tyrone A. Young, Tax Collector, shall and hereby is authorized to complete an Agreement for Services to participate in the electronic tax sale program.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-217 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

**RESOLUTION NO. 2018-218**

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

RESOLUTION APPROVING TAX SALE COSTS 2018

WHEREAS, NJSA 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services; and

WHEREAS, the rules and regulations require a municipality to send two (2) notices of tax sale to all properties included in said sale; and

WHEREAS, the rules and regulations allow said municipality to charge a fee of up to \$25.00 per notice for the creation, printing and mailing of said notice; and

WHEREAS, Pursuant to NJSA 54:5-38, the officer conducting a tax sale shall collect and pay into the municipal treasury a fee for all costs incurred by the municipality in holding the sale. The amount of fee so paid shall be 2% of the existing lien as stated in NJSA 54:4-19 and 54:5-2 but not less than \$15.00 and not more than \$100.00 for each parcel in the sale.

WHEREAS, the City of Asbury Park wishes to charge \$25.00 per notice mailed which will be assessed specifically to the delinquent accounts that are causing the need for a tax sale and not to the general tax base and 2% of the existing lien as stated in NJSA 54:4-19 and 54:5-2 but not less than \$15.00 and not more than \$100.00 for each parcel in the sale.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Asbury Park that a fee of \$25.00 per notice be established and is hereby authorized and directed to be charged for each notice of tax sale that is sent in conjunction with the 2018 electronic tax sale.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-218 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-219

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

RESOLUTION TO AUTHORIZE YEAR END TAX SALE 2018

WHEREAS, pursuant to P.L. 1997, Chapter 99, a municipality may hold a tax lien sale within the last month of a calendar year for any unpaid taxes or other municipal liens or charges that are in arrears as of the 11th day of the eleventh month of the calendar year; and

WHEREAS, the Tax Collector has advised the City Council that it is advisable for the City to hold such sale during December of 2018 in order to maximize the percentage tax collection rate in calendar year 2018, and minimize the budget requirement for the Reserve for Uncollected Taxes in calendar year; and

WHEREAS, the Council acknowledges that all proper notification of taxpayers will still be made in accordance with applicable State regulations and that all taxpayers will be given ample opportunities to bring their accounts up to date;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park that the Tax Collector is hereby authorized and directed to schedule and conduct a tax sale during December, 2018, for all taxes and municipal charges unpaid as of November 11, 2018.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Tax Collector and Finance Director forthwith.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-219 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-220

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

RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE IN THE 2018 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - TICKET OR CLICK IT GRANT

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount,

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2018 in the sum of \$5,500.00. Which is now available from NJ Division of Highway Traffic Safety - Click It or Ticket Grant.

BE IT FURTHER RESOLVED, that a like sum of \$5,500.00 Is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Click It or Ticket Grant

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION

NO. 2018-220 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-221

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

RESOLUTION APPROVING AWARD OF CONTRACT FOR REGIONAL CONTRIBUTION AGREEMENT PROJECT (1121 FIRST AVE.)

WHEREAS, request for estimates for Regional Contribution Agreement (“RCA”) project located at 1121 First Ave. were received by the City Clerk on May 17, 2018; and

WHEREAS, the results of those estimates are as follows:

CONTRACTOR	ESTIMATE
Burke Construction	\$16,685
MEJ Renovation & Home Improv.	\$20,120
Staff Estimate	\$20,825

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

1. Burke Construction’s estimate is more than 15% below the Staff Estimate and is therefore disqualified.
2. The contract for the RCA project located at 1121 First Ave. be awarded to MEJ Renovation & Home Improvement. for an amount not to exceed \$20,120, in accordance with the selection of the property owner, Robert Dietl, subject of Certification of Funds from the Finance Officer. Available sufficient uncommitted appropriations in Account T-38-56-850-850-802. The maximum dollar value of the pending contract is as set forth in the resolution.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-221 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-222

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

RESOLUTION APPROVING AWARD OF CONTRACT FOR REGIONAL CONTRIBUTION AGREEMENT PROJECT (1300 FOURTH AVENUE)

WHEREAS, request for estimates for Regional Contribution Agreement (“RCA”) project located at 1300 Fourth Avenue were received by the City Clerk on December 22, 2017; and

WHEREAS, the results of those estimates are as follows:

CONTRACTOR	ESTIMATE
Anpe Corp.	\$24,300
Johnson Kelly, Inc.	\$25,730
Staff Estimate	\$23,900

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

1. The estimates reflect the cost after eliminating the rehabilitation to the front porch. The contract for the RCA project located at 1300 Fourth Avenue be awarded to Johnson Kelly, Inc. for an amount not to exceed \$25,730, in accordance with the selection of the property owner, Steve and Linda Petrowski, with the condition that the owners will pay the difference of \$1,430 directly to Johnson Kelly and subject of Certification of Funds from the Finance Officer. Available sufficient uncommitted appropriations in Account T-38-56-850-850-802. The maximum dollar value of the pending contract is as set forth in the resolution.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-222 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-224

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

ADOPTING OF THE FY-2018 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT PROGRAMS

WHEREAS, the City of Asbury Park's five-year Consolidated Plan is a comprehensive long-term planning document that focuses limited resources on broad community goals and objectives; and

WHEREAS, the submission of the City's Fiscal Year 2018 Annual Action Plan for Housing and Community Development Programs (hereinafter referred to as the "Consolidated Plan") is a requirement of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended; and

WHEREAS, the Monmouth County Planning and the City's Community Development staff administers the City's entitlement Community Development Block Grant (CDBG), has prepared its FY-2018 Annual Action Plans in accordance with Federal Regulations and collectively submitted those plans to the U.S. Department of Housing and Urban Development (HUD) on or before April 15, 2018; and

WHEREAS, the Federal regulations require program grantees to identify housing and community development needs and develop a plan for carrying out the strategies necessary to meet its housing and community development needs; and

WHEREAS, the City of Asbury Park held a public hearing on February 26, 2018 in order to provide citizens, public agencies, and other interested parties an opportunity to provide comments and suggestions on the FY-2018 Annual Action Plan; and

WHEREAS, the City has the right and authority under the said Community Development Block Grant (CDBG) Program to allocate its funds to meet the objectives of the CDBG program; and.

WHEREAS, the Mayor and City Council wish to allocate the total CDBG entitlement sum of \$387,416.00 for projects that meet the CDBG and City's objectives; and.

WHEREAS, the City will fund the following projects: Administration, Homelessness Prevention, Road Improvement/Infrastructure/Parks, Community Events, Homebuyer's Assistance, Community Facility, and a Rehabilitation Program (for homeowners).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Governing body that the City's FY-2018 Annual Action Plan for Housing and Community Development Programs be and the same is hereby approved and authorized.

BE IT FURTHER RESOLVED that the City Manager be and hereby is authorized to execute any and all documents as may be required by the U.S. Department of Housing and Urban Development for the submission and securing grant funds.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-224 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-225

**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 \$2,565,511.93

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

CURRENT VOUCHERS	\$ 1,960,981.93
BOARD OF EDUCATION	<u>604,530.00</u>
TOTAL VOUCHERS	\$ <u>2,565,511.93</u>

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-225 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

June 7, 2018
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CITY OF ASBURY PARK
Bill List By Budget Account

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P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: Y Aprv: N Rcvd: Y
Range: 7-First to 8-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Include Non-Budgeted: Y
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

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

7-01-20-100-000-201	ADMINISTRATION General Plant					
TINGEN	TINO'S GENERAL CONST., LLC	17-04447	repairs for steps-bridge	2,500.00	0.00	
	Extd Total: ADMINISTRATION			2,500.00		
	Department Total: ADMINISTRATION			2,500.00		

Department: FINANCIAL ADMINISTRATION
Extd: FINANCIAL ADMINISTRATION

7-01-20-130-000-204	FINANCE Outside Services					
LERVIN	LERCH, VINCI & HIGGINS, LLP	17-01778	Review of Pilot Billing	9,611.25	0.00	B
ACCINV	ACCLAIM INVENTORY, LLC	17-04013	Inventory Update Estimate	2,800.00	0.00	
				<u>12,411.25</u>		
	Extd Total: FINANCIAL ADMINISTRATION			12,411.25		
	Department Total: FINANCIAL ADMINISTRATION			12,411.25		
	CAFR Total:			14,911.25		

Department: CONSTRUCTION CODE OFFICIAL
Extd: CONSTRUCTION CODE OFFICIAL

7-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
DELCOM	DELL MARKETING L.P.	17-04090	NEW COMPUTER	2,523.26	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			2,523.26		
	Department Total: CONSTRUCTION CODE OFFICIAL			2,523.26		
	CAFR Total:			2,523.26		

Department: POLICE DEPARTMENT
Extd: POLICE DEPARTMENT

7-01-25-240-000-201	POLICE General Plant					
MONARCH	MONARCH ELECTRIC COMPANY	18-01630	S109421777.001 CIRCUIT BREAKER	4.37	0.00	
	Extd Total: POLICE DEPARTMENT			4.37		
	Department Total: POLICE DEPARTMENT			4.37		

Department: FIRE DEPARTMENT
Extd: FIRE DEPARTMENT

7-01-25-265-000-201	FIRE DEPT. General Plant					
TEALIF	TEAM LIFE	17-04189	Quote 4361 AED	600.00	0.00	

Attachment: Bill List 6-13-18 (2018-225 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
7-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
SEAFOR SEA BREEZE FORD INC.		17-03612	#5082048:seat covers	320.40	0.00	
	Extd Total: FIRE DEPARTMENT			920.40		
	Department Total: FIRE DEPARTMENT			920.40		
	CAFR Total:			924.77		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
7-01-26-290-000-201	STREETS & ROAD General Plant					
GRAING GRAINGER		17-04212	Various Supplies, Tools, etc	401.81	0.00	B
7-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
EMPGRA EMPIRE GRAND REGENCY ASSOC.INC		18-00947	Trash Reimb. Condos 2017	4,998.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			5,399.81		
	Department Total: STREETS & ROADS MAINTENANCE			5,399.81		
	CAFR Total:			5,399.81		
	Fund Total: CURRENT			23,759.09		
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					
TMASSO T & M ASSOCIATES		17-02979	Reso 2017-205 Public Access	1,520.25	0.00	B
TMASSO T & M ASSOCIATES		17-04005	LAF333596	18,112.75	0.00	B
STUMPY STUMPY'S SALES & SERVICE, INC.		17-04097	Quote: 2017 Viking 3 Seater	11,975.00	0.00	
				31,608.00		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			31,608.00		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			31,608.00		
	CAFR Total:			31,608.00		
	Fund Total: BEACH			31,608.00		
	Year Total:			55,367.09		
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
8-01-20-100-000-201	ADMINISTRATION General Plant					
SHIINT SHI INTERNATIONAL CORP		18-01436	Q#15218898 c2G&startech Cables	543.45	0.00	
VERIZON VERIZON WIRELESS		18-01905	#485430396-00001 4/26-5/25/18	352.06	0.00	
				895.51		
8-01-20-100-000-209	ADMINISTRATION Fees					
MUNCAP MUNICIPAL CAPITAL CORPORATION		18-01628	#16024:PMT. 31 OF 60	415.22	0.00	
CLACAN CLARKE CATON & HINTZ		18-01732	Services through 3-30-2018	998.82	0.00	
				1,414.04		

Attachment: Bill List 6-13-18 (2018-225 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-20-100-000-212	ADMINISTRATION Dues,Subscript.					
	NJLEAMUN NJ LEAGUE OF MUNICIPALITIES MA 18-01705 nj municipalities magazine			25.00	0.00	
	Extd Total: ADMINISTRATION			2,334.55		
	Department Total: ADMINISTRATION			2,334.55		
Department: HUMAN RESOURCES						
Extd: HUMAN RESOURCES						
8-01-20-105-000-299	HUMAN RESOURCES Misc.					
	LAWOFFS LAW OFFICE OF STEVEN S. 18-01626 Services for April 2018			6,000.00	0.00	
	Extd Total: HUMAN RESOURCES			6,000.00		
	Department Total: HUMAN RESOURCES			6,000.00		
Department: MAYOR & COUNCIL						
Extd: MAYOR & COUNCIL						
8-01-20-110-000-299	MAYOR & COUNCIL Misc.					
	NJLEAMUN NJ LEAGUE OF MUNICIPALITIES MA 18-01705 nj municipalities magazine			125.00	0.00	
	Extd Total: MAYOR & COUNCIL			125.00		
	Department Total: MAYOR & COUNCIL			125.00		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
8-01-20-120-000-201	MUNICIPAL CLERK General Plant					
	NJDIYS NJ DIVISION OF ABC 18-01912 LIQUOR LICENSE FEE			126.00	0.00	
8-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
	WBMASON W.B.MASON CO., INC. 18-01791 #155412412 supplies			237.26	0.00	
8-01-20-120-000-212	MUNICIPAL CLERK Dues,Subscript.					
	NJLEAMUN NJ LEAGUE OF MUNICIPALITIES MA 18-01705 nj municipalities magazine			25.00	0.00	
8-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
	ASBPAK ASBURY PARK PRESS 18-01664 inv. 2892233 legal ads			449.90	0.00	
	THECOA THE NEW COASTER 18-01666 inv 51073 legal ads			143.85	0.00	
	ASBPAK ASBURY PARK PRESS 18-01889 inv. 2943225			84.50	0.00	
				678.25		
	Extd Total: MUNICIPAL CLERK			1,066.51		
	Department Total: MUNICIPAL CLERK			1,066.51		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
8-01-20-130-000-201	FINANCE General Plant					
	MUNCAP MUNICIPAL CAPITAL CORPORATION 18-01628 #16024:PMT. 31 OF 60			215.55	0.00	
	ASBPAK ASBURY PARK PRESS 18-01659 #0002918795 NTB COURT DEBT			92.20	0.00	

Attachment: Bill List 6-13-18 (2018-225 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-20-130-000-201	FINANCE General Plant		Continued			
WATSPR	WATCHUNG SPRING WATER CO., INC.	18-01793	ACCOUNT #014764 4/25 AND 4/30	47.75	0.00	
				355.50		
8-01-20-130-000-202	FINANCE Office Supplies					
STAPLE	STAPLES ADVANTAGE	18-01422	Office Supplies	103.86	0.00	
8-01-20-130-000-212	FINANCE Dues,Subscript.					
TCTAMEM	TCTA MEMBER SERVICES	18-01814	2018 MEMBERSHIP DUES LIZARDI	100.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			559.36		
	Department Total: FINANCIAL ADMINISTRATION			559.36		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
8-01-20-145-000-202	TAX REV ADMIN Office Supplies					
WBMASON	W.B.MASON CO., INC.	18-01620	May 2018 Office Supplies	340.47	0.00	
8-01-20-145-000-206	TAX REV ADMIN Purchase Equipment					
SHIINT	SHI INTERNATIONAL CORP	18-01607	RECEIPT PRINTER	476.52	0.00	
8-01-20-145-000-209	TAX REV ADMIN Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01628	#16024:PMT. 31 OF 60	236.52	0.00	
8-01-20-145-000-222	TAX REV ADMIN Training					
DLGS	DLGS % CERTIFICATION UNIT	18-01759	Recert Tyrone Young CTC T-8292	50.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			1,103.51		
	Department Total: TAX REVENUE ADMINISTRATION			1,103.51		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
8-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
CRAPRI	CRAFTMASTER PRINTING, INC.	18-01663	Business Cards 250	35.00	0.00	
VERZON	VERIZON BUSINESS	18-01796	ACCT #354-477-004-0001-56	104.99	0.00	
VERZON	VERIZON BUSINESS	18-01861	732 774 5181 453 34Y	79.90	0.00	
VERIZON	VERIZON WIRELESS	18-01905	#485430396-00001 4/26-5/25/18	33.92	0.00	
				253.81		
	Extd Total: DIRECTOR OF COMMUNICATIONS			253.81		
	Department Total: DIRECTOR OF COMMUNICATIONS			253.81		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
8-01-20-155-000-209	LEGAL SERVICES Fees					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	18-01565	Services for March 2018	8,931.50	0.00	
MCMSO	MCANIMON,SCOTLAND&BAUMANN,LLC	18-01633	SERVICE RENDERED THRU 03/31/18	13,949.29	0.00	
ANSZAR	ANSELL,GRIMM & AARON, P.C.	18-01733	Services for April 2018	8,330.40	0.00	

Attachment: Bill List 6-13-18 (2018-225 : Payment of Bills)

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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
8-01-20-155-000-209	LEGAL SERVICES Fees		Continued			
ANSZAR	ANSELL, GRIMM & AARON, P.C.	18-01750	#420256: REDEVELOPMENT AGENCY	70.00	0.00	
				31,281.19		
	Extd Total: LEGAL SERVICES			31,281.19		
	Department Total: LEGAL SERVICES			31,281.19		
Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
8-01-20-165-000-209	ENGINEERING SERVICES Fees					
FREPAR	FRENCH & PARRELLO	18-01729	Professional serv. 4-21-2018	870.00	0.00	
	Extd Total: ENGINEERING SERVICES			870.00		
	Department Total: ENGINEERING SERVICES			870.00		
	CAFR Total:			43,593.93		
Department: Planning Department						
Extd: Planning Department						
8-01-21-179-000-201	Planning Dept. General Plant					
STASUP	STANDARD SUPPLY CO. INC.	18-01574	Art Park planter boxes	1,506.40	0.00	
PERTRO	PERRY'S TROPHY CO.	18-01576	CHOICE Historic Plaque	296.50	0.00	
WARELE	WARSHAUER ELECTRIC SUPPLY	18-01670	Solar Light Heads for Art Park	3,465.00	0.00	
NJEDA	NJEDA % COMMERCIAL CREDIT	18-01760	HDSRF P45021 Turf Club	500.00	0.00	
CLABLO	CLAYTON BLOCK CO.	18-01764	art park pavers	1,525.43	0.00	
LARWAL	LARRY J. WALKER	18-01780	Art Park Inv. Larry Walker #1	243.38	0.00	
VERIZON	VERIZON WIRELESS	18-01905	#485430396-00001 4/26-5/25/18	84.06	0.00	
				7,620.77		
	Extd Total: Planning Department			7,620.77		
	Department Total: Planning Department			7,620.77		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
8-01-21-180-000-201	PLANNING BOARD General Plant					
STSHOR	ST SHORTHAND REPORTING SERVICE	18-01566	St Shthnd Inv Mar-apr 2018	250.00	0.00	
CLACAN	CLARKE CATON & HINTZ	18-01771	CCH professional services	1,045.89	0.00	
CLACAN	CLARKE CATON & HINTZ	18-01775	Clark Caton Hintz 2/18 & 3/18	2,595.55	0.00	
JACSER	JACK A. SERPICO	18-01819	Serpico PB/ZBA April 2018	75.00	0.00	
				3,966.44		
	Extd Total: PLANNING BOARD			3,966.44		
	Department Total: PLANNING BOARD			3,966.44		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
8-01-21-185-000-209	ZONING BOARD Fees					
STSHOR	ST SHORTHAND REPORTING SERVICE	18-01566	St Shthnd Inv Mar-apr 2018	83.34	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	18-01619	ZB mtg 03.27.18	125.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01628	#16024:PMT. 31 OF 60	200.97	0.00	

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8-01-21-185-000-209	ZONING BOARD Fees		Continued			
JACSER JACK A. SERPICO		18-01774	Jack Serpico March & April	2,575.00	0.00	
				2,984.31		
	Extd Total: ZONING BOARD OF ADJUSTMENT			2,984.31		
	Department Total: ZONING BOARD OF ADJUSTMENT			2,984.31		
	CAFR Total:			14,571.52		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
8-01-22-195-000-299	CODE ENFORCE Misc.					
JUNLAS JUNGLE LASERS, LLC		18-01636	INVOICE #93469 MARCH 2018	475.00	0.00	
JUNLAS JUNGLE LASERS, LLC		18-01639	INVOICE #93543 APRIL 2018	475.00	0.00	
WATSPR WATCHUNG SPRING WATER CO., INC.		18-01640	ACCOUNT #190657 WATER	91.88	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		18-01676	Rental Compliance Certificates	167.00	0.00	
WBMASON W.B.MASON CO., INC.		18-01731	Office supplies	302.93	0.00	
VERIZON VERIZON WIRELESS		18-01905	#485430396-00001 4/26-5/25/18	358.67	0.00	
				1,870.48		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			1,870.48		
	Department Total: CODE ENFORCEMENT AND ADMIN.			1,870.48		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
8-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
SEAFOR SEA BREEZE FORD INC.		18-01486	Vehicle repairs	239.46	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		18-01628	#16024:PMT. 31 OF 60	189.66	0.00	
GEOSL GEORGE SELAH		18-01661	2018 Building Safety	100.00	0.00	
WBMASON W.B.MASON CO., INC.		18-01781	Office Supplies	43.17	0.00	
VERIZON VERIZON WIRELESS		18-01905	#485430396-00001 4/26-5/25/18	334.08	0.00	
				906.37		
	Extd Total: CONSTRUCTION CODE OFFICIAL			906.37		
	Department Total: CONSTRUCTION CODE OFFICIAL			906.37		
	CAFR Total:			2,776.85		
Department: EMPLOYEE GROUP INSURANCE						
Extd: EMPLOYEE GROUP INSURANCE						
8-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP NJSHBP		18-01797	HEALTH COVERAGE JUNE 2018	495,669.85	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			495,669.85		
	Department Total: EMPLOYEE GROUP INSURANCE			495,669.85		
	CAFR Total:			495,669.85		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
8-01-25-240-000-201	POLICE General Plant					
THEHAR THE HARDWARE STORE		18-00055	Blanket	224.67	0.00	B

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8-01-25-240-000-201	POLICE General Plant		Continued			
SECTEC	Securus Technologies Inc.	18-01248	#Arch2018-007 Upgrade X RMS	3,950.00	0.00	
ASBAGC	ASSOCIATED BAG CO.	18-01611	(5) Cartons 8x12 Poly Bags &	509.92	0.00	
GOVINC	GOVERLAN, INC.	18-01614	GR-PRO 1 yr Support	120.00	0.00	
STASUP	STANDARD SUPPLY CO. INC.	18-01615	#10492453 Shelves for Armory	135.77	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01628	#16024:PMT. 31 OF 60	202.52	0.00	
OCECTY	OCEAN COUNTY POLICE ACADEMY	18-01690	Police Academy Recruit Valcin	800.00	0.00	
MERHEA	MERIDIAN HEALTH SYSTEM	18-01691	#00028758 Fitness for Duty	225.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	18-01804	#8627632 (6) Bottles & Deliver	56.93	0.00	
				6,224.81		
8-01-25-240-000-203	POLICE Motor Vehicle					
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01234	Blanket Car Maintenance	65.61	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01509	Blanket Car Repairs	1,155.02	0.00	B
SIGSEA	SIGNS,SEALED & DELIVERED, INC.	18-01613	#E344 & E345 Lettering for	185.50	0.00	
ASBCIR	ASBURY CIRCLE CAR WASH	18-01697	#841 (37) Full Service Washes	212.75	0.00	
SEAFOR	SEA BREEZE FORD INC.	18-01712	#6041754 Repairs Car 24	62.50	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01756	#14-09914 Rotor & Brakes Car	143.78	0.00	
RICAUT	RICH'S AUTO BODY	18-01810	#changed Flat Car 5	20.00	0.00	
				1,845.16		
8-01-25-240-000-216	POLICE Supplies-Compu.					
GUATRA	GUARDIAN TRACKING, LLC	18-01612	#2018-0312 Annual Subscription	3,024.00	0.00	
8-01-25-240-000-218	POLICE Contract.Serv.					
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-01505	#CNIN750563 Quarterly	195.70	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-01506	# CNIN750519 Quarterly	599.86	0.00	
MILCOM	MILLENNIUM COMMUNICATIONS	18-01547	2YR GENETEC ADVANTAGE CONTRACT	8,240.00	0.00	
CABLE	CABLEVISION OF NYC	18-01695	#07866-182313 Current Charges	171.38	0.00	
XERCOR	XEROX CORPORATION	18-01698	#093138366 Meter Usage 3/21 -	161.80	0.00	
VERIZON	VERIZON WIRELESS	18-01701	#9806589365 Current Charges	52.07	0.00	
TREMOC	TREASURER,COUNTY OF MONMOUTH	18-01727	2018 Municipal Assessment For	1,000.00	0.00	
VERZON	VERIZON BUSINESS	18-01805	#2012028718 Current Charges	1,608.70	0.00	
VERIZON	VERIZON WIRELESS	18-01905	#485430396-00001 4/26-5/25/18	203.20	0.00	
				12,232.71		
8-01-25-240-000-222	POLICE Training					
MONCON	MONMOUTH COUNTY POLICE ACADEMY	18-00422	Rapid Response Active Shooter	25.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	18-00432	Emergency Vehicle Operations	50.00	0.00	
				75.00		
8-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC	18-01322	Prisoner Meals April 2018	70.90	0.00	B
8-01-25-240-000-237	POLICE Accredadation					
POWDMS	POWERDMS INC.	18-01711	#SDMS-AS Annual Power DMS Com	318.30	0.00	
GUATRA	GUARDIAN TRACKING, LLC	18-01722	15 additional licenses for the	418.00	0.00	
				736.30		
	Extd Total: POLICE DEPARTMENT			24,208.88		
	Department Total: POLICE DEPARTMENT			24,208.88		

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Vendor						

Department: FIRE DEPARTMENT
Extd: FIRE DEPARTMENT

8-01-25-265-000-201	FIRE DEPT. General Plant					
THEHAR	THE HARDWARE STORE	18-00746	Blanket PO not to exceed	95.48	0.00	B
WIRCOM	WIRELESS COMMUNICATIONS &	18-01329	Quote #M21609 Keyboard Chief	368.32	0.00	
REVGUA	REVENUE GUARD MEDICAL CLAIMS	18-01588	April 2008 Fees Inv. 43018	4,885.20	0.00	
COMSAF	COMMUNITY SAFETY CONSULTANTS	18-01648	CPR Training, 17ASHI6038,44,44	936.00	0.00	
AIRPUR	AIR PURIFIERS, INC.	18-01704	Inv 17422 Service Call	325.00	0.00	
KEMFLA	KEMPTON FLAG SUPPLY	18-01708	Quote 5132 Flags	450.20	0.00	
WESPES	WESTERN PEST SERVICES	18-01709	Inv 4725098B Pest Control Svc	94.50	0.00	
CINCOR	CINTAS CORPORATION #062	18-01710	Inv 42F181077 Shop towels	103.84	0.00	
VERIZON	VERIZON WIRELESS	18-01905	#485430396-00001 4/26-5/25/18	547.19	0.00	
				7,805.73		

8-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01025	Blanket PO (DPW repairs)	80.13	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01097	Open invoice #14-69375	577.46	0.00	
NJEVEH	NJ EMERGENCY VEHICLES	18-01568	Inv #S017617	99.80	0.00	
EDWTIR	EDWARDS TIRE CO.	18-01569	8360 Tires Quote #386382	220.00	0.00	
EDWTIR	EDWARDS TIRE CO.	18-01584	#155359 TIRE FOR FO VEHICLE	129.68	0.00	
				1,107.07		

8-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01628	#16024:PMT. 31 OF 60	83.31	0.00	

8-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	18-01407	Quote #74463 EMS Supplies	1,779.34	0.00	
VERALP	V.E. RALPH & SON, INC.	18-01747	Quote #75090 Narcan	705.60	0.00	
				2,484.94		

Extd Total: FIRE DEPARTMENT 11,481.05

Extd: FIRE HYDRANT

8-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	18-01906	ACCT #1018-210026567043	15,239.55	0.00	

Extd Total: FIRE HYDRANT 15,239.55
Department Total: FIRE DEPARTMENT 26,720.60

Department: MUNICIPAL PROSECUTOR
Extd: MUNICIPAL PROSECUTOR

8-01-25-275-000-201	PROSECUTOR General Plant					
BRIWIL	BRIAN T. WILTON, ESQ.,	18-01582	4/6/018 PROSECUTOR COURT	600.00	0.00	

8-01-25-275-000-202	PROSECUTOR Fees					
GRAMAR	Grace Marmero Monmouth LLP	18-01792	LEGAL SERVICES RENDERED	810.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-25-275-000-202	PROSECUTOR Fees		Continued			
JAMBUT JAMES BUTLER		18-01795	MAY FEES	4,550.00	0.00	
				5,360.00		
	Extd Total: MUNICIPAL PROSECUTOR			5,960.00		
	Department Total: MUNICIPAL PROSECUTOR			5,960.00		
	CAFR Total:			56,889.48		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
8-01-26-290-000-201	STREETS & ROAD		General Plant			
THEHAR THE HARDWARE STORE		18-00139	Various Tools, Material, etc	164.03	0.00	B
UPTFAS UPTIGHT FASTNERS		18-00288	Various Supplies, Parts, etc	38.74	0.00	B
MONARCH MONARCH ELECTRIC COMPANY		18-00290	Various Material, Parts, etc	578.54	0.00	B
GRAING GRAINGER		18-00377	Various Supplies, Tools, etc	481.09	0.00	B
JOHGUI JOHN GUIRE CO.		18-00787	Various Supplies, Tools, etc	235.95	0.00	B
STAVOLA STAVOLA COMPANIES		18-00789	Cold Patch, HM Asphalt, etc	501.03	0.00	B
ALLIND ALL-INDUSTRIAL SAFETY PRODUCTS		18-01411	Q#220269 Lime Mesh Safety Vest	596.00	0.00	
ADPIMP ADPRO IMPRINTS		18-01421	Q#28046 Safety Equipment/Gear	894.30	0.00	
SUNFAR ANTHONY & FRANK D'ESPOSITO		18-01448	Various Landscaping Supplies	409.35	0.00	B
ZORINC ZORRO, INC.		18-01606	TWO 50 FT AIRLINE HOSES	134.00	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		18-01628	#16024:PMT. 31 OF 60	211.19	0.00	
TREDEP TREASURER-STATE NJ - NJDEP		18-01703	Invoice 180964500 lake ave.	4,950.00	0.00	
STAVOLA STAVOLA COMPANIES		18-01789	#109022 Hot Mixed Asphalt 5/7	107.00	0.00	
				9,301.22		
8-01-26-290-000-202	STREETS & ROAD		Office Supplies			
WBMASON W.B.MASON CO., INC.		18-01802	#I55409401 16oz Styro Cups	231.96	0.00	
8-01-26-290-000-203	STREETS & ROAD		Motor Vehicle			
HERCRY HERITAGE-CRYSTAL CLEAN,LLC		18-00131	Account #87648 Drum Mount Svcs	403.99	0.00	B
THEHAR THE HARDWARE STORE		18-00141	Various Tools, Material, etc	7.32	0.00	B
ALLDIE ALLIED DIESEL SERVICE CORP.		18-00148	Various Material, Parts, etc	176.08	0.00	B
MANGEN FRED GRIFFITH		18-00151	Various Material, Parts, etc	175.00	0.00	B
LAKAUT LAKEWOOD AUTO-ASBURY NAPA		18-00152	Various Material, Parts, etc	238.99	0.00	B
THEHOS THE HOSE SHOP		18-00596	Various Supplies, Tools, etc	70.41	0.00	B
EDWTIR EDWARDS TIRE CO.		18-00788	Services, Material, Tools, etc	28.95	0.00	B
JOHGUI JOHN GUIRE CO.		18-01317	Various Supplies, Tools, etc	191.16	0.00	B
NATPAR NATIONAL PARTS SUPPLY, INC.		18-01341	Material, Parts, Tools, etc	641.10	0.00	B
FOSCOM FOSTER & COMPANY, INC.		18-01412	Q#132305 All-in-One Degreaser	839.85	0.00	
MCGMUN MCGRATH MUNICIPAL EQUIPMENT		18-01560	#20180423-6 Nozzels, etc 4/30	173.50	0.00	
NORSWE NORTHEAST SWEEPERS & RENTALS,		18-01564	Q#1161 Gutter Broom & Delivery	1,700.00	0.00	
EAGEQU EAGLE EQUIPMENT INC.		18-01572	Q# 1816670 Labor & Material	649.15	0.00	
PARSTE PARK STEEL & IRON CO.		18-01715	Quote for Steel Beam, TS	125.00	0.00	
				5,420.50		
8-01-26-290-000-210	STREETS & ROAD		Network Fleet			
NETWOR NETWORKFLEET, INC.		18-01716	#1415070 Monthly Bundled - May	2,723.00	0.00	
8-01-26-290-000-211	STREETS & ROAD		Traffic			
UPTFAS UPTIGHT FASTNERS		18-00896	Various Supplies, Parts, etc	62.95	0.00	B

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8-01-26-290-000-211 GRAING GRAINGER	STREETS & ROAD Traffic	18-01644	Continued #9772714185 Washer, Bolts, etc	660.72 723.67	0.00	
8-01-26-290-000-218 SEAWEL SEABOARD WELDING SUPPLY, INC. CABLE CABLEVISION OF NYC VERIZON VERIZON WIRELESS	STREETS & ROAD Contract.Serv. Various Material/Supplies, etc Account No. 07866-183188-01-1 #485430396-00001 4/26-5/25/18	18-00380 18-01641 18-01905		247.37 28.12 704.88 980.37	0.00 0.00 0.00	B
8-01-26-290-000-235 TOMPIV TOM PIVINSKI TOMPIV TOM PIVINSKI TOMPIV TOM PIVINSKI	STREETS & ROAD Shade Tree Commission 4 GARDENMATE 25-PACK 21 BLACK & DECKER STEEL FAN RAKE GASKO'S FAMILY FARM REIMB.	18-01632 18-01706 18-01833		107.80 57.00 500.97 665.77	0.00 0.00 0.00	
Extd Total: STREETS & ROADS MAINTENANCE				20,046.49		
Department Total: STREETS & ROADS MAINTENANCE				20,046.49		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
8-01-26-305-000-209 TRECTY TREASURER CTY OF MONMOUTH RUBREC RUBBERCYCLE LLC DELDEM DELISA DEMOLITION, INC. MICBEN MICKEY BENOIT DELDEM DELISA DEMOLITION, INC. DELDEM DELISA DEMOLITION, INC.	SOLID WASTE Fees Account Number ASBU879155 Disposal of Tires, Delivered Brush, Delivered #134616 Tipping Fees 4/16-30 #135101 Tipping Fees 5/1-15/18	18-00121 18-00133 18-01075 18-01236 18-01651 18-01734		2,413.05 40.00 6,851.57 2,502.00 31,394.13 31,705.02 74,905.77	0.00 0.00 0.00 0.00 0.00 0.00	B
Extd Total: SOLID WASTE COLLECTION				74,905.77		
Department Total: SOLID WASTE COLLECTION				74,905.77		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
8-01-26-310-000-201 MONARCH MONARCH ELECTRIC COMPANY STASUP STANDARD SUPPLY CO. INC. ATLLOK ATLANTIC LOCK & SAFE SABLAN SABBA'S LANDSCAPING SABLAN SABBA'S LANDSCAPING KEMFLA KEMPTON FLAG SUPPLY KEMFLA KEMPTON FLAG SUPPLY SUFFREDI SUFFOLK REDI-MIX SHOIND SHORE INDUSTRIAL SUPPLY KEMFLA KEMPTON FLAG SUPPLY	BUILDING & GND General Plant Various Material, Parts, etc Various Supplies, Tools, etc Service, Material, Tools, etc Fertilizer & Pre-Emergent Turf Fertilizer and Pre-Emergent Quote No.5115 USA & POW Flags Q#5129 5x8 Rainbow Flag #53608 Concrete & Freight 5/8 #S1923834 Steel Pipe PE, etc Q# 5140 USA Flag, 12x18 Poly	18-00289 18-00373 18-01204 18-01446 18-01447 18-01642 18-01713 18-01719 18-01720 18-01779		279.49 231.95 210.54 350.00 1,750.00 472.00 79.00 2,490.00 32.48 408.00 6,303.46	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	B
8-01-26-310-000-218 WESPES WESTERN PEST SERVICES BELPLU BELMAR PLUMBING & HEATING INC	BUILDING & GND Contract.Serv. Monthly Pest Control Service Service, Labor and/or Material	18-00119 18-00785		253.00 720.60	0.00 0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-26-310-000-218	BUILDING & GND	Contract.Serv.	Continued			
MAXR MAX.R		18-01561 Q# 15626	Replacement Bags	940.00	0.00	
DELDEM DELISA DEMOLITION, INC.		18-01788 #135014	Concrete 5/11	372.44	0.00	
				<u>2,286.04</u>		
	Extd Total:	BUILDINGS & GROUNDS		8,589.50		
	Department Total:	BUILDINGS & GROUNDS		8,589.50		
	CAFR Total:			103,541.76		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
8-01-27-345-000-201	SOCIAL SERVICES	General Plant				
VERIZON VERIZON WIRELESS		18-01905 #485430396-00001	4/26-5/25/18	114.34	0.00	
	Extd Total:	SOCIAL SERVICES:		114.34		
	Department Total:	SOCIAL SERVICES:		114.34		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
8-01-27-350-000-201	SENIOR CENTER	General Plant				
STAPLE STAPLES ADVANTAGE		18-01392 Maintena Room	Fresh, Toiletliner	96.43	0.00	
CABLE CABLEVISION OF NYC		18-01443 March-April	Cable Service	7.29	0.00	
CABLE CABLEVISION OF NYC		18-01825 Cable Service	5/15 -6/14	7.29	0.00	
VERIZON VERIZON WIRELESS		18-01905 #485430396-00001	4/26-5/25/18	84.06	0.00	
				<u>195.07</u>		
8-01-27-350-000-299	SENIOR CENTER	Misc.				
FRASCA FRANCIS H. SCALESSA		18-01224 Quo Yoga	2nd Qtr	140.00	0.00	B
WBMASON W.B.MASON CO., INC.		18-01419 WB Mason	Water Cups	169.41	0.00	
				<u>309.41</u>		
	Extd Total:	SENIOR CENTER		504.48		
	Department Total:	SENIOR CENTER		504.48		
	CAFR Total:			618.82		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
8-01-28-370-000-299	RECREATION	Misc.				
ORITRA ORIENTAL TRADING CO., INC.		18-01583 kendle's	fashion show	39.96	0.00	
VERIZON VERIZON WIRELESS		18-01905 #485430396-00001	4/26-5/25/18	38.01	0.00	
				<u>77.97</u>		
	Extd Total:	RECREATION SERVICES & PROGRAM		77.97		
	Department Total:	RECREATION SERVICES & PROGRAM		77.97		
	CAFR Total:			77.97		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
8-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	18-01674	ACCT #1018-220015607566	1,514.40	0.00	
NJNATU	N.J. NATURAL GAS CO.	18-01829	07-3132-1100-1Y 4/16-5/15/18	10,985.82	0.00	
JCPL	JCPL	18-01860	100 103 461 107 4/25-5/23/18	1,820.18	0.00	
JCPL	JCPL	18-01907	100 016 434 381 4/26-5/25/18	7,214.55	0.00	
				21,534.95		
Extd Total: LIGHT, HEAT & POWER				21,534.95		
Extd: STREET&TRAFFIC LIGHTING						
8-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	18-01798	100 013 520 380 4/19 - 5/18/18	17,147.32	0.00	
JCPL	JCPL	18-01830	100 101 775 268 4/21-5/22/18	157.06	0.00	
JCPL	JCPL	18-01860	100 103 461 107 4/25-5/23/18	2,930.60	0.00	
JCPL	JCPL	18-01908	200 000 001 293 MASTER ACCT	2,882.89	0.00	
				23,117.87		
Extd Total: STREET&TRAFFIC LIGHTING				23,117.87		
Department Total: LIGHTING				44,652.82		
Department: TELEPHONE						
Extd: TELEPHONE						
8-01-31-440-000-299	TELEPHONE Misc.					
VERZON	VERIZON BUSINESS	18-01863	Fios Acct #152-069-551-0001-78	125.82	0.00	
MONINT	MONMOUTH INTERNET CORPORATION	18-01909	Invoice 280397-M	3,755.55	0.00	
				3,881.37		
Extd Total: TELEPHONE				3,881.37		
Department Total: TELEPHONE				3,881.37		
Department: GASOLINE						
Extd: GASOLINE						
8-01-31-460-000-299	GASOLINE Misc.					
ALLOIL	ALLIED OIL, LLC	18-00238	Diesel Fuel, delivered	2,658.58	0.00	B
ALLOIL	ALLIED OIL, LLC	18-01084	Unleaded Fuel, delivered	10,816.70	0.00	B
ALLOIL	ALLIED OIL, LLC	18-01570	Diesel Fuel, Delivered	2,534.14	0.00	B
				16,009.42		
Extd Total: GASOLINE				16,009.42		
Department Total: GASOLINE				16,009.42		
CAFR Total:				64,543.61		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
8-01-43-490-000-201	MUNIC COURT General Plant					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01628	#16024:PMT. 31 OF 60	83.31	0.00	

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8-01-43-490-000-201	MUNIC COURT General Plant		Continued			
KEPSPR	KEPWELL SPRING WATER	18-01646	cooler rental 4/28/18	14.00	0.00	
GREFIN	GREATAMERICA FINANCIAL SVCS.	18-01647	mail machine 5/16/18	145.00	0.00	
CITCOU	CITY OF ASBURY PARK	18-01726	analysis fees 4/2018	298.67	0.00	
				540.98		
8-01-43-490-000-212	MUNIC COURT Dues,Subscript.					
FAXEXP	FAX EXPRESS, INC.	18-01637	okidata 5650 fax maint	390.00	0.00	
8-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	18-01543	interpreter 4/27/18	230.00	0.00	
BEACRA	BEATRIZ C. CRANEY	18-01725	interpreter 5/4/18	120.00	0.00	
				350.00		
	Extd Total: MUNICIPAL COURT			1,280.98		
	Department Total: MUNICIPAL COURT			1,280.98		
Department:	PUBLIC DEFENDER					
Extd:	PUBLIC DEFENDER					
8-01-43-495-000-021	Fees					
RONTRO	RONALD TROPPOLI	18-01822	MAY SERVICES	2,500.00	0.00	
	Extd Total: PUBLIC DEFENDER			2,500.00		
	Department Total: PUBLIC DEFENDER			2,500.00		
	CAFR Total:			3,780.98		
CAFR:	CURRENT FUND NON BUDGET ACCTS:					
Department:	TAXES PAYABLE:					
Extd:	TAXES PAYABLE:					
8-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	18-01930	June School Tax Payment	604,530.00	0.00	
8-01-55-001-000-010	REFUND OF PERMIT,LICENSE FEES					
FWDSL	FWDSL & ASSOCIATES, LP	18-01738	REFUND TSC16-00039	4,870.66	0.00	
CORLOV	CORINNE LOVELAND	18-01739	Refund Bangs Garag Permit Gmos	600.00	0.00	
				5,470.66		
8-01-55-001-000-023	RAB PILOT - Due to Trustee					
USBANK	US BANK OPERATIONS CTR.	18-01483	RAB PILOT DUE TO TRUSTEE	111,183.41	0.00	
8-01-55-001-000-026	Reserve for Fire House Repairs					
TMASSO	T & M ASSOCIATES	18-01923	LAF345540 Rehab Fire doors	637.50	0.00	
	Extd Total: TAXES PAYABLE:			721,821.57		
	Department Total: TAXES PAYABLE:			721,821.57		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			721,821.57		
	Fund Total: CURRENT			1,507,886.34		

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Vendor						
Fund:	BEACH					
Department:	BEACH UTILITY O/E: OTHER EXPENSES:					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
8-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	18-00340	Various Supplies, Tools, etc	280.93	0.00	B
STASUP	STANDARD SUPPLY CO. INC.	18-00374	Various Supplies, Tools, etc	1,078.21	0.00	B
JAEUM	JAEGER LUMBER & SUPPLY COMPANY	18-00376	Various Material, Tools, etc	336.35	0.00	B
SHEWIL	SHERWIN WILLIAMS	18-00876	Paint, Supplies, Tools, etc	900.14	0.00	B
NATTIC	NATIONAL TICKET CO.	18-01309	Quote No. 7743500-TME	7,342.89	0.00	
STUMPY	STUMPY'S SALES & SERVICE, INC.	18-01552	Service, Parts, Tools, etc	220.00	0.00	B
GLSUP	GLENCO SUPPLY INC.	18-01575	Q#AP18 Beachfront Signage	400.00	0.00	
KEMWOO	KEMPTON WOOD PRODUCTS, LLC	18-01609	Quote: 8x12 T111 Shed, etc	2,240.00	0.00	
ADPIMP	ADPRO IMPRINTS	18-01735	Q#28343 Lifeguard Attire, etc	2,131.25	0.00	
CLAPRI	CLAYTON PRINTING, LLC	18-01743	Beach Bathing Pass Application	770.00	0.00	
CABLE	CABLEVISION OF NYC	18-01749	Account No. 07866-197754-01-4	157.42	0.00	
VERIZON	VERIZON WIRELESS	18-01905	#485430396-00001 4/26-5/25/18	182.70	0.00	
				16,039.89		
8-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	18-01798	100 013 520 380 4/19 - 5/18/18	192.16	0.00	
	Extd Total:		BEACH UTILITY O/E: OTHER EXPENSES:	16,232.05		
	Department Total:		BEACH UTILITY O/E: OTHER EXPENSES:	16,232.05		
	CAFR Total:			16,232.05		
	Fund Total:		BEACH	16,232.05		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
8-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
GLSUP	GLENCO SUPPLY INC.	18-01263	Stop for Pedestrian Signs (10)	3,350.00	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-01488	Quarterly Copies - Parking Off	35.06	0.00	
DRISTI	DRI-STICK DECAL CORPORATION	18-01530	Parking Station Decals	2,440.40	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01610	#14-06140, 14-06169, 14-06093,	255.27	0.00	
IPSGRO	IPS GROUP, INC.	18-01616	#33185 Monthly DMS April 2018	5,940.00	0.00	
GLSUP	GLENCO SUPPLY INC.	18-01617	Posts for Parking Signs	1,130.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01628	#16024:PMT. 31 OF 60	135.31	0.00	
PASPOR	PASSPORTPORTPARKING, INC.	18-01638	#180411-605 Apr 2018 Tran Fees	6,402.90	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-01682	#CNIN751288 Q1 Copies Parking	21.14	0.00	
TRALIN	TRAFFIC LINES, INC.	18-01684	Striping Services April 2018	42,254.60	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01689	#14-08522, 14-06787, 14-08331,	355.76	0.00	
WBMASON	W.B.MASON CO., INC.	18-01746	#I55530651 Parking Office	299.17	0.00	
EDWTIR	EDWARDS TIRE CO.	18-01806	#155577 (8) Tires	917.60	0.00	
WBMASON	W.B.MASON CO., INC.	18-01818	#I55496183 CASH BOX	55.63	0.00	
ATMOB	AT&T MOBILITY	18-01865	#287260245452 April 2018	232.44	0.00	

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8-06-55-502-000-201	PARKING UTILITY O/E: General Plant	Continued				
CABLE	CABLEVISION OF NYC	18-01866	#07866-196915-01-3 May 2018	57.09	0.00	
				63,882.37		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			63,882.37		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			63,882.37		
	CAFR Total:			63,882.37		
	Fund Total: PARKING UTILITY: BUDGET:			63,882.37		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
8-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	18-00138	Various Tools, Material, etc	63.82	0.00	B
GRAING	GRAINGER	18-00167	Various Material, Tools, etc	920.43	0.00	B
SHOIND	SHORE INDUSTRIAL SUPPLY	18-00172	Various Material, Parts, etc	336.60	0.00	B
PILELE	PILOT ELECTRIC COMPANY, INC.	18-01106	Q# Q239359 Submersible Pump	1,358.00	0.00	
BRWELD	BR WELDING, INC.	18-01252	RBC Media Module Support Rings	7,995.00	0.00	
PILELE	PILOT ELECTRIC COMPANY, INC.	18-01763	Q# Q239593 Barnes SEV412A Pump	870.40	0.00	
VERIZON	VERIZON WIRELESS	18-01905	#485430396-00001 4/26-5/25/18	169.43	0.00	
				11,713.68		
8-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	18-01674	ACCT #1018-220015607566	125.40	0.00	
JCPL	JCPL	18-01907	100 016 434 381 4/26-5/25/18	23,589.84	0.00	
				23,715.24		
8-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
WATSPR	WATCHUNG SPRING WATER CO., INC.	18-00365	Deer Park Spring Water, etc	42.12	0.00	B
ANSWER	ANSERCOMM	18-01622	#M4541-043018 Answering Svcs	148.76	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01628	#16024:PMT. 31 OF 60	75.00	0.00	
CABLE	CABLEVISION OF NYC	18-01785	Account No. 07866-152521-04-4	100.55	0.00	
				366.43		
8-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
AMEWAT	AMERICAN WATER	18-01700	Usage data 4000143730 5/15/18	391.58	0.00	
8-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
ACCWAS	ACCURATE WASTE REMOVAL SVCS.,	18-01718	Sludge Hauling-MTO	10,292.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			46,478.93		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			46,478.93		
	CAFR Total:			46,478.93		
	Fund Total: SEWER UTILITY: BUDGET:			46,478.93		
	Year Total:			1,634,479.69		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	2015-39/Roadway and Sewer Improvements					
C-04-55-998-015-002	2015-39/Roadway-NJDOT Sunset Avenue					
BLAROC	BLACK ROCK ENTERPRISES LLC	16-03663	2015 ROAD IMPROVEMENT PROGRAM	170,046.82	0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-04-55-998-015-004	2015/39-Roadway -NJDOT 2013 Muni Aid Var					
BLAROC	BLACK ROCK ENTERPRISES LLC	16-03663	2015 ROAD IMPROVEMENT PROGRAM	161,505.80	0.00	B
	Extd Total: 2015-39/Roadway and Sewer Improvements			331,552.62		
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	1,575.00	0.00	B
	Extd Total: 2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT			1,575.00		
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	22,039.50	0.00	B
	Extd Total: Ord. 2016-28 4th Ave. Improvements			22,039.50		
Extd:	2017 Various Capital Improvements					
C-04-55-998-169-007	Section 20 Soft Costs					
TMASSO	T & M ASSOCIATES	17-01562	Inter. Improv. Springwood/Atk	2,091.00	0.00	B
	Extd Total: 2017 Various Capital Improvements			2,091.00		
Extd:	Various Road Improv. 2017-30					
C-04-55-998-170-001	Var. Road Improv. Section 20 2017-30					
TMASSO	T & M ASSOCIATES	17-03316	LAF329167 Heck St.Improv.	1,269.00	0.00	B
	Extd Total: Various Road Improv. 2017-30			1,269.00		
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-008	Admin. Security					
NETCAB	Network Cabling, Inc. T/A	18-01037	Quote cable install. cameras	19,734.59	0.00	
C-04-55-998-172-009	Admin IT City-Wide					
SHIINT	SHI INTERNATIONAL CORP	18-01414	Q/15198538 - Sewer Plant	624.28	0.00	
C-04-55-998-172-017	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01203	Bridge Street Improvements	69,922.42	0.00	B
	Extd Total: Ord. 2018-4 Var. Capital Improvements			90,281.29		
C-04-55-998-173-01	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01473	Deal Lake Improvements	10,982.50	0.00	B
	Extd Total:			10,982.50		
	Department Total:			459,790.91		
	CAFR Total:			459,790.91		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			459,790.91		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: SEWER CAPITAL FUND BUDGET:						
Extd: Various Sewer Improvements 2017-29						
C-08-55-527-017-001	Various Sewer Impr. 40A Costs 2017-29					
TMASSO	T & M ASSOCIATES	17-00784	Reso. 2017-61 Engineering Svcs	390.75	0.00	B
Extd Total: Various Sewer Improvements 2017-29				390.75		
Department Total:				390.75		
Extd: 2018 Sewer Utility Improvements						
C-08-55-528-018-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01472	Carbon Media Replacement	9,263.58	0.00	B
C-08-55-528-018-002	Sewer Utility Improvements					
NICHCO	NICHEM CO	18-01499	Carbon Media Replacement	263,520.00	0.00	B
Extd Total: 2018 Sewer Utility Improvements				272,783.58		
Department Total:				272,783.58		
CAFR Total:				273,174.33		
Fund Total: SEWER CAPITAL FUND BUDGET:				273,174.33		
Year Total:				732,965.24		
Fund: GRANT FUND BUDGET:						
G-02-43-871-017-200	2017 Mental Health Grant					
HOMDRU	HOME DRUG	17-04094	Medication Assitance Blanket	38.29	0.00	B
WBMASON	W.B.MASON CO., INC.	17-04295	Computer/Ink supplies Blanket	40.89	0.00	B
				79.18		
Extd Total:				79.18		
Department Total:				79.18		
G-02-43-886-018-200	2018 Mental Health Grant					
VISNUR	VISITING NURSES ASSN. OF CENTR	18-00232	Nursing Services 2018 Blanket	3,833.33	0.00	B
WBMASON	W.B.MASON CO., INC.	18-01449	INK Printer	101.86	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	18-01655	Business Cards	45.00	0.00	
				3,980.19		
Extd Total:				3,980.19		
Department Total:				3,980.19		
G-02-43-887-018-200	Senior Center Grant 2018					
SPRCON	SPRINGWOOD CENTER CONDOMINIUM	18-01581	2nd Quarter Condo Fees	7,497.75	0.00	
Extd Total:				7,497.75		
Department Total:				7,497.75		
CAFR Total:				11,557.12		
Fund Total: GRANT FUND BUDGET:				11,557.12		
Year Total:				11,557.12		

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Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
T-17-74-850-850-801	2017 CDBG - ADMINISTRATION					
ASBPAK ASBURY PARK PRESS		18-01728	#0002910574 Public notice	92.20	0.00	
T-17-74-850-850-802	2017 CDBG - HOMELESSNESS PREVENTION					
JCP JCP&L		18-01873	100 128 864 582	400.00	0.00	
JCP JCP&L		18-01892	100 124 385 913	400.00	0.00	
				<u>800.00</u>		
	Extd Total:			892.20		
	Department Total:			892.20		
	CAFR Total:			892.20		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			892.20		
Fund: TRUST OTHER						
T-20-56-850-878-801	Reserve for Recreation					
CRAPRI CRAFTMASTER PRINTING, INC.		18-01643	rodeo for rec collage pic	70.00	0.00	
	Extd Total:			70.00		
T-20-56-850-903-801	Reserve for Shade Tree					
TOMPIV TOM PIVINSKI		17-04014	REIMBURSEMENT/CICCONI FARMS	332.95	0.00	
	Extd Total:			332.95		
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
TRYSTN TRYSTONE CAPITAL ASSETS, LLC		18-00115	premium 103/8 17-00002	600.00	0.00	
TTLBL TTLBL, LLC		18-01318	Premium Refund 15-00321	1,900.00	0.00	
TTLBL TTLBL, LLC		18-01340	premium tsc-15-00203	2,100.00	0.00	
FNADZ FNA DZ, LLC FBO WSFS		18-01688	PREMIUM TSC-17-00267	19,000.00	0.00	
USBPC7 US BANK-CUST PC7 FIRSTTRUSTBANK		18-01721	PREMIUMS	4,500.00	0.00	
USBPC7 US BANK-CUST PC7 FIRSTTRUSTBANK		18-01737	PRMIUM PC7	1,200.00	0.00	
USBPC7 US BANK-CUST PC7 FIRSTTRUSTBANK		18-01854	Premium Refunds PC7	2,400.00	0.00	
USBPC7 US BANK-CUST PC7 FIRSTTRUSTBANK		18-01856	PREMIUMS	3,800.00	0.00	
				<u>35,500.00</u>		
	Extd Total:			35,500.00		
T-20-56-850-935-312	AP PADDLE BOARD CONC. (DEAL LAKE DOCK, CO)					
ANSZAR ANSELL, GRIMM & AARON, P.C.		18-01761	Invoice 420255	16.00	0.00	
	Extd Total:			16.00		
	Department Total:			35,918.95		
	CAFR Total:			35,918.95		
	Fund Total: TRUST OTHER			35,918.95		

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Vendor						
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	18-01921	LAF345549 Renaissance Village	1,260.75	0.00	
	Extd Total:			1,260.75		
	Department Total: PUBLIC ASST			1,260.75		
T-21-00-372-000-299	209 4TH AVENUE(ASBURY PARTNERS/I-STAR)					
JACSER	JACK A. SERPICO	18-01819	Serpico PB/ZBA April 2018	28.75	0.00	
	Extd Total:			28.75		
	Department Total:			28.75		
T-21-00-381-000-299	1101 OCEAN(INSPECTION FEE)(ISTAR, INC.)					
TMASSO	T & M ASSOCIATES	18-01920	LAF345548 1101 Ocean Ave.	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-397-000-299	545 LAKE AVENUE(COOKMAN COMMUNITY, LLC)					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-01741	545 Lake Ave. Advisory Svcs.	1,086.25	0.00	
ANSZAR	ANSELL, GRIMM & AARON, P.C.	18-01765	AG&A two invoices	224.00	0.00	
				<u>1,310.25</u>		
	Extd Total:			1,310.25		
	Department Total:			1,310.25		
T-21-00-414-000-299	626 PROSPECT(COASTAL HABITAT HUMANITY)					
STSHOR	ST SHORTHAND REPORTING SERVICE	18-01566	St Shthnd Inv Mar-apr 2018	83.33	0.00	
	Extd Total:			83.33		
	Department Total:			83.33		
T-21-00-423-000-299	1607 ASBURY AVE(MT.ZION ASSEMBLY OF GOD)					
STSHOR	ST SHORTHAND REPORTING SERVICE	18-01777	State Shorthand 4.26.18 ZB	62.50	0.00	
	Extd Total:			62.50		
	Department Total:			62.50		
T-21-00-424-000-299	506 7TH AVENUE(MARK MASSARO)					
CLACAN	CLARKE CATON & HINTZ	18-01775	Clark Caton Hintz 2/18 & 3/18	807.30	0.00	
INSENG	INSITE ENGINEERING	18-01776	Insite Bickoff and Massaro	1,250.00	0.00	
				<u>2,057.30</u>		
	Extd Total:			2,057.30		
	Department Total:			2,057.30		
T-21-00-427-000-299	1107 5TH AVENUE(M.LOPER & M.RODRIGUEZ)					
CLACAN	CLARKE CATON & HINTZ	18-01662	Invoices 04.13.18	1,086.18	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	18-01777	State Shorthand 4.26.18 ZB	62.50	0.00	

Attachment: Bill List 6-13-18 (2018-225 : Payment of Bills)

June 7, 2018
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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
T-21-00-427-000-299	1107 5TH AVENUE(M.LOPER & M.RODRIGUEZ)		Continued			
JACSER	JACK A. SERPICO	18-01819	Serpico PB/ZBA April 2018	75.00	0.00	
				1,223.68		
	Extd Total:			1,223.68		
	Department Total:			1,223.68		
T-21-00-429-000-299	208 THIRD AVENUE(209-213 FOURTH AVENUE)					
CLACAN	CLARKE CATON & HINTZ	18-01618	Inv. 71517 208 3rd Fasano	1,437.40	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	18-01619	ZB mtg 03.27.18	125.00	0.00	
				1,562.40		
	Extd Total:			1,562.40		
	Department Total:			1,562.40		
T-21-00-430-000-299	410 5TH AVENUE(ADAM BICKOFF)					
JACSER	JACK A. SERPICO	18-01774	Jack Serpico March & April	225.00	0.00	
CLACAN	CLARKE CATON & HINTZ	18-01775	Clark Caton Hintz 2/18 & 3/18	1,019.54	0.00	
INSENG	INSITE ENGINEERING	18-01776	Insite Bickoff and Massaro	300.00	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	18-01777	State Shorthand 4.26.18 ZB	62.50	0.00	
				1,607.04		
	Extd Total:			1,607.04		
	Department Total:			1,607.04		
T-21-00-431-000-299	1206 COMSTOCK STREET (SARA NORDSTROM)					
STSHOR	ST SHORTHAND REPORTING SERVICE	18-01566	St Shthnd Inv Mar-apr 2018	83.33	0.00	
CLACAN	CLARKE CATON & HINTZ	18-01662	Invoices 04.13.18	788.83	0.00	
JACSER	JACK A. SERPICO	18-01819	Serpico PB/ZBA April 2018	150.00	0.00	
				1,022.16		
	Extd Total:			1,022.16		
	Department Total:			1,022.16		
T-21-00-434-000-299	HECK ST. & 3RD AVE.(MDB PROPERTIES, LLC)					
JACSER	JACK A. SERPICO	18-01852	Serpico PB-2018-03 MDB prop.s	262.50	0.00	
	Extd Total:			262.50		
	Department Total:			262.50		
T-21-00-437-000-299	703 7TH AVENUE(DON FARINEAU)					
CLACAN	CLARKE CATON & HINTZ	18-01662	Invoices 04.13.18	352.00	0.00	
	Extd Total:			352.00		
	Department Total:			352.00		
T-21-00-438-000-299	534 PROSPECT AVENUE(JONATHAN BLATT)					
CLACAN	CLARKE CATON & HINTZ	18-01662	Invoices 04.13.18	270.00	0.00	

Attachment: Bill List 6-13-18 (2018-225 : Payment of Bills)

June 7, 2018
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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
T-21-00-438-000-299	534 PROSPECT AVENUE(JONATHAN BLATT)	Continued				
JACSER JACK A. SERPICO	18-01774 Jack Serpico March & April			112.50	0.00	
				382.50		
	Extd Total:			382.50		
	Department Total:			382.50		
T-21-00-439-000-299	1401 MAIN STREET(J.P.MORGAN CHASE BANK)					
STSHOR ST SHORTHAND REPORTING SERVICE	18-01777 State Shorthand 4.26.18 ZB			62.50	0.00	
JACSER JACK A. SERPICO	18-01819 Serpico PB/ZBA April 2018			112.50	0.00	
				175.00		
	Extd Total:			175.00		
	Department Total:			175.00		
T-21-00-443-000-299	1519 3RD AVENUE(3 SUNSET DRIVE,LLC)					
JACSER JACK A. SERPICO	18-01819 Serpico PB/ZBA April 2018			150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			11,690.16		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			11,690.16		
Fund:	HOWELL/ASBURY PARK RCA BUDGET:					
T-38-56-850-850-802	HOWELL/ASBURY PARK RCA - Miscellaneous					
CHTROT Charles Trott & M&J Renovation	18-00442 RCA Rehab Not To Exceed			16,700.00	0.00	B
VINANP Vincent Burden & Anpe Corp	18-01511 RCA Rehab Not To Exceed			16,632.00	0.00	B
DALANP Dale Stine & Anpe Corp	18-01512 RCA Rehab Not To Exceed			16,700.00	0.00	B
CARJON Carol Johnson & M&J Renovation	18-01586 RCA Rehab Change Order			2,700.00	0.00	
VINANP Vincent Burden & Anpe Corp	18-01900 RCA Rehab Change Order #1			7,016.00	0.00	
DALANP Dale Stine & Anpe Corp	18-01901 RCA Rehab Change Order #1			9,473.00	0.00	
				69,221.00		
	Extd Total:			69,221.00		
	Department Total:			69,221.00		
	CAFR Total:			69,221.00		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			69,221.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-804	1105 MAIN STREET (1105 MAIN STREET,LLC)					
ANSZAR ANSELL,GRIMM & AARON, P.C.	18-01765 AG&A two invoices			32.00	0.00	
T-48-56-850-000-806	711&607 Mattison/545 Lake/550 Cookm(APB)					
MCMSO MCMANIMON,SCOTLAND&BAUMANN,LLC	18-01634 #153932: 550 COOKMAN AVE. RED.			4,452.50	0.00	
ACAFGI ACACIA FINANCIAL GROUP, INC.	18-01758 MATTISON REDEVELOPMENT			138.75	0.00	
				4,591.25		
T-48-56-850-000-808	BOSTON WAY VILLAGE(THE ALPERT GROUP,LLC)					
TMASSO T & M ASSOCIATES	18-01922 LAF345550 Boston Way			732.00	0.00	

Attachment: Bill List 6-13-18 (2018-225 : Payment of Bills)

June 7, 2018
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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
T-48-56-850-000-810	308 MAIN STREET(VAYAS CONSTRUCTION, LLC)					
ANSZAR	ANSELL, GRIMM & AARON, P.C.	18-01658	#407978: PRO.SVS.THUR DEC-17	64.00	0.00	
T-48-56-850-000-814	1200 MONROE AVENUE(BOYS & GIRLS CLUB)					
CLACAN	CLARKE CATON & HINTZ	18-01662	Invoices 04.13.18	1,499.18	0.00	
	Extd Total:			6,918.43		
	Department Total:			6,918.43		
	CAFR Total:			6,918.43		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			6,918.43		
	Year Total:			124,640.74		
Total Charged Lines: 542 Total List Amount: 2,559,009.88 Total Void Amount:				0.00		

Attachment: Bill List 6-13-18 (2018-225 : Payment of Bills)

June 7, 2018
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CITY OF ASBURY PARK
Bill List By Budget Account

Totals by Year-Fund		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description	Fund						
CURRENT	7-01	23,759.09	0.00	23,759.09	0.00	0.00	23,759.09
BEACH	7-05	31,608.00	0.00	31,608.00	0.00	0.00	31,608.00
Year Total:		55,367.09	0.00	55,367.09	0.00	0.00	55,367.09
CURRENT	8-01	1,507,886.34	0.00	1,507,886.34	0.00	0.00	1,507,886.34
BEACH	8-05	16,232.05	0.00	16,232.05	0.00	0.00	16,232.05
PARKING UTILITY:	8-06	63,882.37	0.00	63,882.37	0.00	0.00	63,882.37
SEWER UTILITY: BU	8-07	46,478.93	0.00	46,478.93	0.00	0.00	46,478.93
Year Total:		1,634,479.69	0.00	1,634,479.69	0.00	0.00	1,634,479.69
GENERAL CAPITAL F	C-04	459,790.91	0.00	459,790.91	0.00	0.00	459,790.91
SEWER CAPITAL FUN	C-08	273,174.33	0.00	273,174.33	0.00	0.00	273,174.33
Year Total:		732,965.24	0.00	732,965.24	0.00	0.00	732,965.24
GRANT FUND BUDGET	G-02	11,557.12	0.00	11,557.12	0.00	0.00	11,557.12
COMMUNITY DEVELOP	T-17	892.20	0.00	892.20	0.00	0.00	892.20
TRUST OTHER	T-20	35,918.95	0.00	35,918.95	0.00	0.00	35,918.95
PLANNING & ZONING	T-21	11,690.16	0.00	11,690.16	0.00	0.00	11,690.16
HOWELL/ASBURY PAR	T-38	69,221.00	0.00	69,221.00	0.00	0.00	69,221.00
CITY OF ASBURY PA	T-48	6,918.43	0.00	6,918.43	0.00	0.00	6,918.43
Year Total:		124,640.74	0.00	124,640.74	0.00	0.00	124,640.74
Total of All Funds:		2,559,009.88	0.00	2,559,009.88	0.00	0.00	2,559,009.88

Attachment: Bill List 6-13-18 (2018-225 : Payment of Bills)

June 13, 2018 Council Meeting:

Balance Brought Forward from Total List Amount \$ 2,559,009.88

Marlin Business	679.00
Target Solutions	5,523.05
Asbury Park Ventures	200.00
Parke Bank	100.00
	<u>\$ 2,565,511.93</u>



RESOLUTION NO. 2018-226

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

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 1 FOR THE FIREHOUSE LINTEL PROJECT

WHEREAS, the City Council of Asbury Park and Nichemare parties to a contract for the Carbon Media Replacement Project via Resolution 2018-173; and

WHEREAS, the original contract amount approved by the City Council was in the sum of Two hundred sixty one thousand, nine hundred twenty dollars and 00/100 cents (\$261,920.00); and

WHEREAS, the project requires Changer Order #1 in the amount not to exceed one thousand six hundred dollars(\$1.6000.00); and

WHEREAS, the Change Order #1 is for additional screening; and

WHEREAS, this change order reflects the costs activities as attached in the letter dated May 30, 2018 by T&M Associates outlining the scope and cost of services; and

WHEREAS, the City Engineer (T&M Associates) on the Project recommended that Change Order No. 1 be authorized to complete the Project; and

WHEREAS, the execution of Change Order No. 1 will not substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a determining factor in the original bidding; and

WHEREAS, the execution of Change Order No. 1 will not cause the originally awarded contract price to be exceeded by more than 20% ;and

WHEREAS, the Chief Financial Officer has provided to the Governing Body a certificate in writing pursuant to N.J.A.C. 5:34-2 that funds are available to pay for the subject matter of this Resolution; and funds are available in account C-08-55-528-018-002 and the maximum dollar value of the pending change order is as set forth in the resolution.

WHEREAS, said certification has designated specifically the line item appropriation(s) of the official budget to which the contract will be officially charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Mayor and State of New Jersey that the this Change Order #1 shall not exceed \$1,6000.00; and

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-226 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 13th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

CHANGE ORDER NO. 1 and FINAL

DATE: May 30, 2018

PROJECT: Carbon Media Replacement

OWNER: City of Asbury Park

CONTRACTOR: Nichem Company

DESCRIPTION OF CHANGE:

REDUCTIONS:

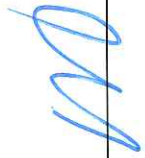
EXTRA:

SUPPLEMENTARY:

S-1 Additional screening recommended to prevent material displacement.

APPROVAL RECOMMENDED:

CHRISTINE A. BALLARD, P.E.

ACCEPTED:


CONTRACTOR:
Nichem Company

OWNER'S APPROVALS:

NOTE: All work to be done according to Contract Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$0.00
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$1,600.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$1,600.00	\$0.00
NET CHANGE THIS CHANGE ORDER	\$1,600.00	
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$1,600.00	\$0.00
NET CHANGE IN CONTRACT	\$1,600.00	

ORIGINAL CONTRACT BID PRICE	\$261,920.00
CHANGE ORDERS TO DATE	0.61%
REVISED CONTRACT PRICE	\$263,520.00

PROJECT: Carbon Media Replacement

OWNER: City of Asbury Park

CONTRACTOR: Nichem Company

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
	R E D U C T I O N			\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

A. TOTAL REDUCTIONS \$0.00

	E X T R A			\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
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B. TOTAL EXTRA \$0.00

S-1	Supplemental "Gritting" Screens (Two per Unit)	8.00 Units	\$200.00	\$1,600.00
	S U P P L E M E N T A R Y			

C. TOTAL SUPPLEMENTARY \$1,600.00



RESOLUTION NO. 2018-227

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

RESOLUTION AUTHORIZING CHANGE ORDER 19 WITH BLACK ROCK ENTERPRISES FOR THE ROAD PROGRAM

WHEREAS, the City Council of Asbury Park and Black Rock Enterprises are parties to a contract for the “City’s Road Program”; and

WHEREAS, the project has required Change Orders #1 through Change Order #13 in the amount Forty-Four Thousand, forty-eight dollars and ten cents (\$44,048.10); and

WHEREAS, Change Order 14 was for \$174,420.00 and is attached to this Resolution and results in a net contract price increase of 6.02% to a new contract price of \$3,847,248.00; and

WHEREAS, Change Order 15 was required in the amount of \$34,756.00 and is attached to this Resolution and results in a net contract price increase of 0.096 % to a new contract price of \$3,882,004.04; and

WHEREAS, Change Order 16 was required in the amount of \$63,000.000 results in a net contract increase of 1.74% to a new contract price of \$3,945,004.04 and the total of all change orders are 8.71%; and

WHEREAS, Change Order 17 was required in the amount of \$0 and is attached to this Resolution, results in a net contract increase/decrease of 0%; and

WHEREAS, Change Order 18 was required in the amount of \$0 and is attached to this Resolution, results in a net contract increase/decrease of 0%; and

WHEREAS, Change Order 19 is required in the amount of \$0 and is attached to this Resolution, results in a net contract increase/decrease of 0% due to various increases and reductions to reflect as built quantities; and

WHEREAS, the City Engineer, City Manager and Department of Public Works requests that Change Order 19 be authorized to complete the Project; and

WHEREAS, the execution of Change Order 19 will not substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a

determining factor in the original bidding; and

WHEREAS, the Chief Financial Officer has provided to the Governing Body a certificate in writing pursuant to N.J.A.C. 5:34-2 that funds are available to pay for the subject matter of this Resolution; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Capital Accounts C-04-55-998-163-002 and C-04-55-998-015-003 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending change order is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Mayor and State of New Jersey that Changer Order 19 listed in this Resolution are hereby authorized; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute said Changer Order 19 on behalf of the Governing Body; and

BE IT FURTHER RESOLVED that the contract between the parties referred to above shall be amended to reflect the changes approved herein; and

BE IT FURTHER RESOLVED that a certification of availability of funds shall be attached to the original copy of this resolution and kept in the files of the City Clerk.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-227 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK-00671

June 6, 2018
(Via Hand delivery)

Mr. Michael Capabianco, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

Re: **City of Asbury Park
2016 Road Program
Change Order Number 19**

Dear Mr. Capabianco:

Please find enclosed four signed originals of Change Order Number 19 for processing at the next City Council meeting. This Change Order is due to various increases and reductions to reflect as-built quantities.

The net change in contract for **Change Order Number 19** is **\$0.00**.

No time extension is requested at this time.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD
PRINCIPAL STAFF DESIGNER
On Behalf of:
CHRISTINE A. BALLARD, P.E.
ASBURY PARK CITY ENGINEER

CAB:JDH:jdH
Enclosures

Cc: Cindy Dye, City Clerk (via email)
JoAnn Boos, CFO (via email)
James Foster, Treasurer (via email)

G:\Projects\ASPK\00671\Correspondence\Capabianco_CAB-JDH_Change Order No 19.docx

T&M ASSOCIATES, 11 Tindall Road, Middletown, NJ 07748

732.671.6400 732.671.7365 tandmassociates.com

Attachment: Change Order 19.2016 Road Program (2018-227 : Authorizing Change Order 19 for the Road Program)

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00670

CHANGE ORDER NO. 19

DATE: June 6, 2018
PROJECT: 2016 Road Improvement Program
OWNER: City of Asbury Park
CONTRACTOR: Black Rock Enterprises, LLC

DESCRIPTION OF CHANGE:

REDUCTIONS:

Various items are reduced to reflect current as-built quantities.

EXTRA:

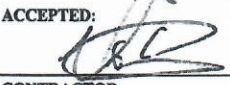
Various items are increased to reflect current as-built quantities.

SUPPLEMENTARY:

APPROVAL RECOMMENDED:


CHRISTINE A. BALLARD, P.E.

ACCEPTED:


CONTRACTOR:
Black Rock Enterprises, LLC

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	\$0.00	\$147,132.50
B. TOTAL EXTRAS THIS C.O.	\$147,132.50	\$0.00
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	\$0.00
TOTALS THIS C.O.	\$147,132.50	\$147,132.50
NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
PREVIOUS CHANGE ORDERS	\$577,241.41	\$261,017.30
TOTAL CHANGE ORDERS TO DATE	\$724,373.91	\$408,149.80
NET CHANGE IN CONTRACT	\$316,224.11	

ORIGINAL CONTRACT BID PRICE	\$3,628,779.93
CHANGE ORDERS TO DATE	\$316,224.11
CONTRACT PERCENT INCREASE: 8.71%	
REVISED CONTRACT PRICE	\$3,945,004.04

Attachment: Change Order 19.2016 Road Program (2018-227 : Authorizing Change Order 19 for the Road Program)

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
A6	Portable Var. Message Sign w/Remove Communication (I&WD)	1.00	UN	\$0.01	\$0.01
A9	Railroad Flagman (If & Where Directed)	2.00	ALL	\$6,000.00	\$12,000.00
A16	HMA 9.5M64 Surface Course, 2" Thick	0.29	TON	\$68.00	\$19.72
A20	Inlet, Type "B"	1.00	UN	\$3,050.00	\$3,050.00
A27	Detachable Warning Surface	12.80	SY	\$226.47	\$2,898.82
A28	6"x18" Concrete Vertical Curb	0.40	LF	\$25.00	\$10.00
A32	Beam Guide Rail	330.00	LF	\$30.00	\$9,900.00
A37	8" Polyvinyl Chloride Sewer Pipe (Replacement)	15.00	LF	\$63.00	\$945.00
B10	Reset Existing Casting	2.00	UN	\$350.00	\$700.00
B13	Detachable Warning Surface	3.77	SY	\$239.40	\$902.54
B14	Combination Concrete Curb and Gutter	238.00	LF	\$35.00	\$8,330.00
B17	Traffic Markings, Thermoplastic	85.00	SF	\$6.45	\$548.25
B19	Sanitary Sewer Service Connection	122.00	LF	\$47.00	\$5,734.00
C7	Railroad Flagman (If & Where Directed)	1.00	ALL	\$6,000.00	\$6,000.00
C10	Excavation, Test Pit	1.00	UN	\$250.00	\$250.00
C12	Polymerized Joint Adhesive	4600.00	LF	\$0.40	\$1,840.00
C20	15" RCP, Class V, w/O-Ring Gasket	25.00	LF	\$80.00	\$2,000.00
C24	Manhole, 5' Diameter	1.00	UN	\$6,300.00	\$6,300.00
C26	Concrete Sidewalk, 4" Thick	95.75	SY	\$55.00	\$5,266.25
C27	Articulating Sidewalk Joint, 4" Thick	60.00	LF	\$12.69	\$761.40
C36	8" Polyvinyl Chloride Sewer Pipe (Replacement)	10.00	LF	\$62.00	\$620.00
C37	10" Polyvinyl Chloride Sewer Pipe (Replacement)	184.00	LF	\$65.00	\$11,960.00
C41	Manhole, Sanitary Sewer, Lining	5.00	VF	\$625.00	\$3,125.00
D9	Excavation, Test Pit	2.00	UN	\$250.00	\$500.00
D11	Polymerized Joint Adhesive	2000.00	LF	\$0.40	\$800.00
D13	HMA 9.5M64 Surface Course, 2" Thick	58.00	TON	\$68.00	\$3,944.00
D15	10" Ductile Iron Pipe, Class 52 (Replacement)	45.50	LF	\$75.00	\$3,412.50
D16	12" Ductile Iron Pipe, Class 52	60.00	LF	\$95.00	\$5,700.00
D17	14" Ductile Iron Pipe, Class 52	60.00	LF	\$105.00	\$6,300.00
D19	12" RCP, Class V, w/O-Ring Gasket	59.50	LF	\$75.00	\$4,462.50
D20	15" RCP, Class V, w/O-Ring Gasket	30.00	LF	\$80.00	\$2,400.00
D22	Reset Existing Casting	3.00	UN	\$350.00	\$1,050.00
D23	Concrete Sidewalk, 4" Thick	50.70	SY	\$55.00	\$2,788.50
D26	Detachable Warning Surface	14.67	SY	\$230.35	\$3,379.23
D27	Combination Concrete Curb and Gutter	81.86	LF	\$35.00	\$2,864.99
D28	Traffic Stripes, Long Life, Thermoplastic, 4" Wide	908.00	LF	\$0.71	\$644.68
D31	Regulatory and Warning Sign	117.50	SF	\$40.00	\$4,700.00
D35	Manhole Sanitary Sewer (Replacement)	2.00	UN	\$5,400.00	\$10,800.00
D36	Reflectorized Master Street Name Sign	4.00	SF	\$125.00	\$500.00
D37	2" Rigid Metallic Conduit	9.00	LF	\$30.60	\$275.40
D39	18"x36" Junction Box	1.00	UN	\$1,712.48	\$1,712.48
AA-7	Polymerized Joint Adhesive	179.00	LF	\$0.40	\$71.60
AA-21	Detachable Warning Surface	0.23	SY	\$231.36	\$53.21
AB-8	Tack Coat	210.00	GAL	\$0.01	\$2.10
AB-14	Articulating Sidewalk Joint, 4" Thick	24.00	LF	\$20.00	\$480.00
AB-16	Concrete Driveway, Reinforced, 6" Thick	0.42	SY	\$66.00	\$27.72
AB-19	Traffic Stripes, Long Life, Thermoplastic, 4" Wide	10.00	LF	\$0.71	\$7.10
AB-22	Regulatory and Warning Sign	3.00	SF	\$40.00	\$120.00
AB-23	6" Polyvinyl Chloride Sewer Pipe (Replacement)	10.00	LF	\$99.00	\$990.00
AC-6	Polymerized Joint Adhesive	100.00	LF	\$0.40	\$40.00
S-4	Hot Mix Asphalt, Mix 1-4 (Bergin St)	16.25	TONS	\$110.00	\$1,787.50
S-7	Sawcut Concrete Roadway, Var. Thickness Sunset Ave.	548.00	LF	\$3.50	\$1,918.00
S-16	Sawcut Pipe Trench, 13" Deep	660.00	LF	\$4.00	\$2,640.00
TOTAL REDUCTIONS					
\$147,132.50					
A.					
C6	Police Traffic Directors (If & Where Directed)	1171.13	HR	\$80.00	\$93,690.00
D29	Traffic Stripes, Long Life, Thermoplastic, 24" Wide	140.00	LF	\$4.02	\$562.80
D30	Traffic Markings, Thermoplastic	766.00	SF	\$6.45	\$4,940.70
AA-28	Sanitary Sewer Service Connection	85.00	LF	\$47.00	\$3,995.00
S-6	Milling at Various Intersections	7324.00	SY	\$6.00	\$43,944.00
TOTAL EXTRA					
\$147,132.50					
B.					
TOTAL SUPPLEMENTARY					
\$0.00					

2016 Road Improvement Program
City of Ashbury Park
Black Rock Enterprises, LLC

PROJECT:
OWNER:
CONTRACTOR:



RESOLUTION NO. 2018-228

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

RESOLUTION AWARDING A CONTRACT FOR 3RD PARTY MUNICIPAL COURT DEBT COLLECTIONS

WHEREAS, the City of Asbury Park issued an RFP for 3rd Party Municipal Court Debt Collection due on April 25, 2018 and no bids were received ; and

WHEREAS, the City of Asbury Park issued a second RFP for 3rd Party Municipal Court Debt Collection due on June 1, 2018 and three bids were received; and

WHEREAS, the Purchasing Agent is recommending an award to MSB Municipal Services Bureau as the lowest responsible bidder with a 22% contingency add-on collection fees; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for 3rd Party Municipal Court Debt Collection to MSB Municipal Services Bureau as listed in the response.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution shall be provided to the City Manager, Purchasing Agent and Court Administrator.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-228 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 13th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

RFP THIRD PARTY MUNICIPAL COURT DEBT COLLECTIONS #18-01B
Due: JUNE 1, 2018

NUMBER OF RESPONDENTS:	3		
NAME	Turbo Debt Recovery	RTR Financial Services, Inc.	MSB Municipal Services Bureau
ADDRESS	115 W. Main Street	2 Teleport Drive	8325 Tuscany Way
CITY, STATE, ZIP	Columbus, OH 43215	Staten Island, NY 10311	Austin, TX 78754
CONTACT NAME	Jared Schiff	Robert Reilly	Jordan Freytag
TELEPHONE	614-221-4129	718-668-2881	512-323-4301
FAX	-	-	-
E-MAIL	jared@turbodebt recovery.com	rreilly@rtrfs.com	jordan.freytag@gilacorp.com
ACKNOWLEDGEMENT OF ADDENDA	N/A	N/A but references 5/21/18	N/A but references 5/22/18
PROPOSAL SUBMISSION	18% of total amount collected and 22% involving attorney and/or court filings	16.50%	22%
STOCKHOLDER DISCLOSURE	YES	YES	YES
NON-COLLUSION AFFADAVIT	YES	YES	YES
BID PROPOSAL FORM	YES	YES	YES
REFERENCES (IF REQUIRED)	YES	YES	YES
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	YES	YES	YES
SIGNATURE PAGE	YES	YES	YES
POLITICAL CONTRIBUTION DISCLOSURE FORM			
FINANCIAL STATEMENTS	NO	YES	YES
LITIGATION & PENALTY HISTORY	NO	YES	YES
MANADATORY AFFIRMATIVE ACTION LANGUAGE	YES	YES	YES
AMERICANS WITH DISABILITIES ACT OF 1990 LANGUAGE	YES	NO	YES
NEW JERSEY BUSINESS REGISTRATION (prior to award of contract)	NO	YES	YES
ONE (1) ORIGINAL, TWO (2) COPIES AND A COPY OF DIGITAL MEDIA	NO - ONLY ONE (1) COPY	YES	YES
ETHICS STATEMENT	NO	YES	YES
NOTE: A fourth RFP was received on June 4, 2018 at 10:25 am and was not opened.	Items in red were considered mandatory items - rejected	Items in red were considered mandatory items - rejected	

Attachment: Bid Tally Sheet - Court (2018-228 : Award of a contract for third party Municipal Court Debt Collection)



RESOLUTION NO. 2018-229

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

RESOLUTION AUTHORIZING THE PURCHASE OF ASPHALT MATERIALS FROM STAVOLA CONSTRUCTION MATERIALS INC. FOR THE PAVING OF VARIOUS ROADWAYS

WHEREAS, the City requires the purchase of Asphalt Materials for the paving of various portions of City owned roadways for 2018; and

WHEREAS, Stavola Construction Material has been issued NJ State Contract #A86426; however, Monmouth County is excluded from deliveries under the State Contract; and

WHEREAS, the City has obtained the attached quotes from the following vendors:

- Stavola Construction Materials Inc., Tinton Falls NJ - \$66.59 per ton
- The Walter R. Earle Corporation, Jackson NJ - \$59.95 per ton
- Recycling of Central Jersey, LLC Jackson NJ - \$59.93 per ton

WHEREAS, it is advantageous for the City of Asbury Park to award a contract to Stavola Construction Materials due to travel and time costs in regards to; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract to Stavola Construction Materials Inc. for the purchase of Asphalt Materials for the paving of various portions of City owned roadways for 2018; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 8-01-26-290-000-201 as needed; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase Asphalt Materials to Stavola Construction Materials Inc. for 2018 and a copy of this Resolution shall be provided to the Superintendent of Public Works, City Manager, CFO and Purchasing Agent.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-229 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



Material Sales Quote

Phone: 732.542.2328

Fax: 732.542.0193

www.stavola.com

Customer		Quote	
1810	CITY OF ASBURY PARK ROBERT BIANCHINI 1 MUNICIPAL PLAZA ASBURY PARK NJ 07712 Fax: 732-775-0441	Quote Date: 5/14/2018 Expiration Date: 12/31/2018 Asphalt Index: 5/14/2018 (450.00) Fuel Index: 5/14/2018 (2.98) Customer PO:	Quote: 16512 Terms: N30

Quote Description: ASBURY PARK, 200 BLOCK 6TH & 7TH AVENUES

Notes

\$ 39,954

ASPHALT PRICE BASED ON THE MAY 2018 INDEX OF \$450.00 PER TON AND FOB AT THE PLANT.

Location	Material	Description	UM	Quote Units	Unit Price
TFA	0252	HMA 9.5M64/ I-5	TON	600.00	\$66.59

Bound Brook Asphalt * Tinton Falls Asphalt * Old Bridge Asphalt * Flemington Asphalt * Brick Asphalt * Millstone Asphalt * Bound Brook Quarry * Oldwick Quarry

Terms and Conditions

Thank you for the opportunity to quote your project. The Quote Expiration Date is listed above. Prices contained in this quote will be effective through the Pricing Expire Date upon receipt of this quote signed by both parties. Asphalt will be adjusted for both AC & fuel indices. Both indices are noted on the top of this quote. The AC Index Adjustment will be calculated based on the beginning index and the index at the time of shipping. The difference between the two numbers will be multiplied by the AC content in the mix design and the unit price will be adjusted accordingly. The Fuel Index Adjustment will be calculated based on the beginning index & the index at the time of shipping. The difference will be multiplied by 2.5 gallons and the unit price will be adjusted accordingly. All stone haul rates are subject to fuel surcharges based on a starting index of \$2.70/gallon and will be adjusted 5% for each 50 cents fluctuation based on the published NJ Fuel Price Index. Any product or price discrepancy must be filed within ten business days of the invoice date. All material prices and haul rates are subject to a minimum annual increase of 5% per year. Asphalt plant operating hours are 7:00 AM to 3:30 PM, Monday thru Friday weather permitting. There will be a premium charge assessed if we are required to extend our hours beyond regular operating hours.

All tax exempt certificates must be submitted prior to ordering material

This quote is not valid until it is signed & returned. Quotes should be faxed to 732.542.0193

Per ton haul rates are based on full loads delivered

Accepted By _____
Date _____Accepted By _____
Don DeCuollo

THE WALTER R. EARLE CORPORATION
MANUFACTURERS OF BITUMINOUS CONCRETE

P.O. Drawer 757
 FARMINGDALE, NEW JERSEY 07727
 (732) 308-1113
 FAX (732) 462-9626

Asbury Park City
 9 Main St.
 Asbury Park, NJ 07712

Customer #: 163

Quote: 163-18A

Description: Asbury Park City-200 Block of 6th & 7th Ave.

Quote Date: 05/17/18

Customer Job: 163-18A

Customer PO#:

Exp Date: 12/21/18

Tax Code: EX

Here is our quotation on the goods named, subject to the conditions noted:

Materials

Plant	Product Description	Quantity	UOM	Unit Price
Jackson Asphalt Plant	MIX I-5	0.000	TON	59.95000

Notes: All Prices Subject to Fuel & AC Escalation

Prices Based on May 2018 Fuel \$2.98 Gal. & AC \$450.00 Ton

All Prices are F.O.B. from Plant Location Indicated Above.

CONDITIONS: Prices based on "Monthly Materials Price Index-Asphalt Cement and Fuel" as posted by the State of New Jersey, Department of Transportation, for the above noted date and will be subject to adjustment at the time of purchase.

- The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent on strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

- Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specification. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

- Walter R. Earle Corporation will be responsible for penalties for composition only where asphalt mix is certified to be "State Mix".

- Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

- The Walter R. Earle Corporation must be notified within 30 days of invoice date regarding any conflict in the ticketing of any materials or the said invoice will be considered accepted and payable.

ALL CREDIT CARD PAYMENTS WILL BE CHARGED A 2% PROCESSING FEE

Representative _____

Accepted by _____

In the event payment is not made in accordance with the terms of this agreement and the same is turned over to an attorney for collection, the buyer agrees to pay in addition to the amount due under this agreement, attorney's fees in a sum equal to 25% of the amount due together with all costs.

A FINANCE CHARGE computed at a "periodic rate" of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18% will be added to all balances not paid within 30 days of the billing date.

TO CONFIRM ORDERS, SIGN AND RETURN COPY

Tracy Lizardi

From: Superintendent <Superintendent@cityofasburypark.com>
Sent: Thursday, May 17, 2018 2:47 PM
To: 'Michael Capabianco'; purchasing@cityofasburypark.com
Subject: FW: FW: price for asphalt

Third Quote

From: Robert Bianchini [mailto:Robert.Bianchini@cityofasburypark.com]
Sent: Thursday, May 17, 2018 2:44 PM
To: 'Bill McClave' <superintendent@cityofasburypark.com>
Subject: FW: FW: price for asphalt

fyi

From: MaryBeth Park [mailto:recyclingofcj@yahoo.com]
Sent: Thursday, May 17, 2018 12:42 PM
To: Robert Bianchini <Robert.Bianchini@cityofasburypark.com>
Subject: Re: FW: price for asphalt

Robert,

I-5 Top \$59.93 per ton FOB, including the asphalt escalation for May 2018.

All prices subject to AC escalation. Your quote is based on November 2017 AC index of \$379.00.

Your May Asphalt escalation would be \$ 3.98 additional per ton, this will change monthly.

Material compliance will be determined by the lab technicians at the time of production and Central Jersey Hot Mix Asphalt LLC will be responsible for material compliance solely and exclusively at the time of sale from the plant located in Jackson, NJ.

Mary Beth Park

Recycling of Central Jersey, LLC

Central Jersey Hot Mix Asphalt, LLC

MGM Jackson, LLC

577 S. Hope Chapel Road

Jackson, NJ 08527

(732) 323-0226

Fax (732) 323-3244

On Thursday, May 17, 2018, 7:52:23 AM EDT, Robert Bianchini <Robert.Bianchini@cityofasburypark.com> wrote:

2nd request

From: Robert Bianchini [<mailto:Robert.Bianchini@cityofasburypark.com>]
Sent: Wednesday, May 16, 2018 1:51 PM
To: recyclingofci@yahoo.com
Subject: price for asphalt

Good Afternoon can you please give me a quote for (600 tons of I-5) asphalt. For the City of Asbury Park 9 main St Asbury Park NJ 07712.

Attachment: Asphalt Material Quotes for 2018 (2018-229 : Purchase of Asphalt Materials from Stavola Construction Materials Inc.)



RESOLUTION NO. 2018-230

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

RESOLUTION AUTHORIZING CITY MANAGER TO SIGN NJDEP 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

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. 2018-230 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-231

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

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, ACTING AS THE REDEVELOPMENT ENTITY, AUTHORIZING A TEMPORARY CELLULAR INSTALLATION ON THE EASTERN PORTION OF BLOCK 4001 FRONTING ON KINGSLEY STREET WITHIN THE WATERFRONT REDEVELOPMENT AREA

WHEREAS, on June 5, 2002 the City Council adopted Ordinance No. 2607 adopting the Amended Waterfront Redevelopment Plan for the City of Asbury Park (the “**Waterfront Redevelopment Plan**”) which provides for the redevelopment of certain properties situated in the Waterfront Redevelopment Area; and

WHEREAS, Asbury Partners, LLC (the “**Master Developer**”) and the City are parties to a certain Amended and Restated Redeveloper and Land Disposition Agreement dated October 28, 2002 (the “**Redeveloper Agreement**”) concerning the redevelopment of the City’s Waterfront Redevelopment Area; and

WHEREAS, the Master Developer, is the owner of that certain property identified as Block 4001, Lots 6, 7, 8, 9, 10 and 11 as set forth on the Tax Map of the City of Asbury, generally situated at the eastern end of Block 4001 fronting on Kingsley Street with the side streets being Third Avenue and Fourth Avenue, which is located within the Redevelopment Area (the “**Property**”); and

WHEREAS, New Cingular Wireless PCS, LLC (commonly known as AT&T) has requested to use the Property to install a temporary cellular communications system on the Property until October 15, 2018; and

WHEREAS, the Mayor and City Council, acting as the City’s Redevelopment Entity, wish to approve and authorize this temporary use as conditioned herein,

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 foregoing recitals are incorporated herein by reference.
2. The temporary cellular communications system on the Property will be within a compound measuring approximately 25 feet by 25 feet. The compound will largely be located

on Lots 10 and 11 which front on Third Avenue, and will also cover parts of adjoining Lots 6, 7, 8 and 9 as further depicted on the plans prepared by French & Parrello, entitled: "Asbury Temp Tower Kingsley Street Asbury Park, NJ Monmouth County Block: 4001. Lot: 1-17", dated May 8, 2018, revised May 10, 2018, consisting of seven sheets and attached hereto as **EXHIBIT A** (the "**Plans**").

3. The purpose of the temporary cellular communications system is: (i) to assist the City and AT&T in beta testing the City's possible use of the AT&T FirstNet system which gives priority status on the network for first responders, local emergency agencies and personnel, and, (ii) to provide cellular coverage during the high demand created by summer tourists and as a temporary location until a more permanent location can be established in the Waterfront.

4. The City has determined that the temporary and interim use of the Property as a temporary cellular communications system is necessary in order to assist the City and AT&T in beta testing the City's possible use of the AT&T FirstNet system, and to accommodate and support the needs of summer tourists and the diverse businesses operating in proximity to the Property and their invitees, for the convenience of the public at large.

5. The use of the Property for a temporary cellular communications system until October 15, 2018 is hereby approved and due to the limited nature and duration of this use, and the benefit to the City in beta testing the City's possible use of the AT&T FirstNet system, review and approval by the Technical Review Committee (TRC) and/or the Planning Board shall not be required.

6. The City's approval is specifically conditioned upon the temporary cellular communications system ceasing operation and being removed prior to October 15, 2018 and being located, constructed and operated in conformance with the Plans.

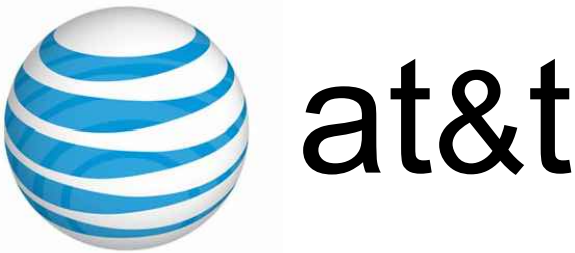
7. This Resolution shall take effect immediately.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-231 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

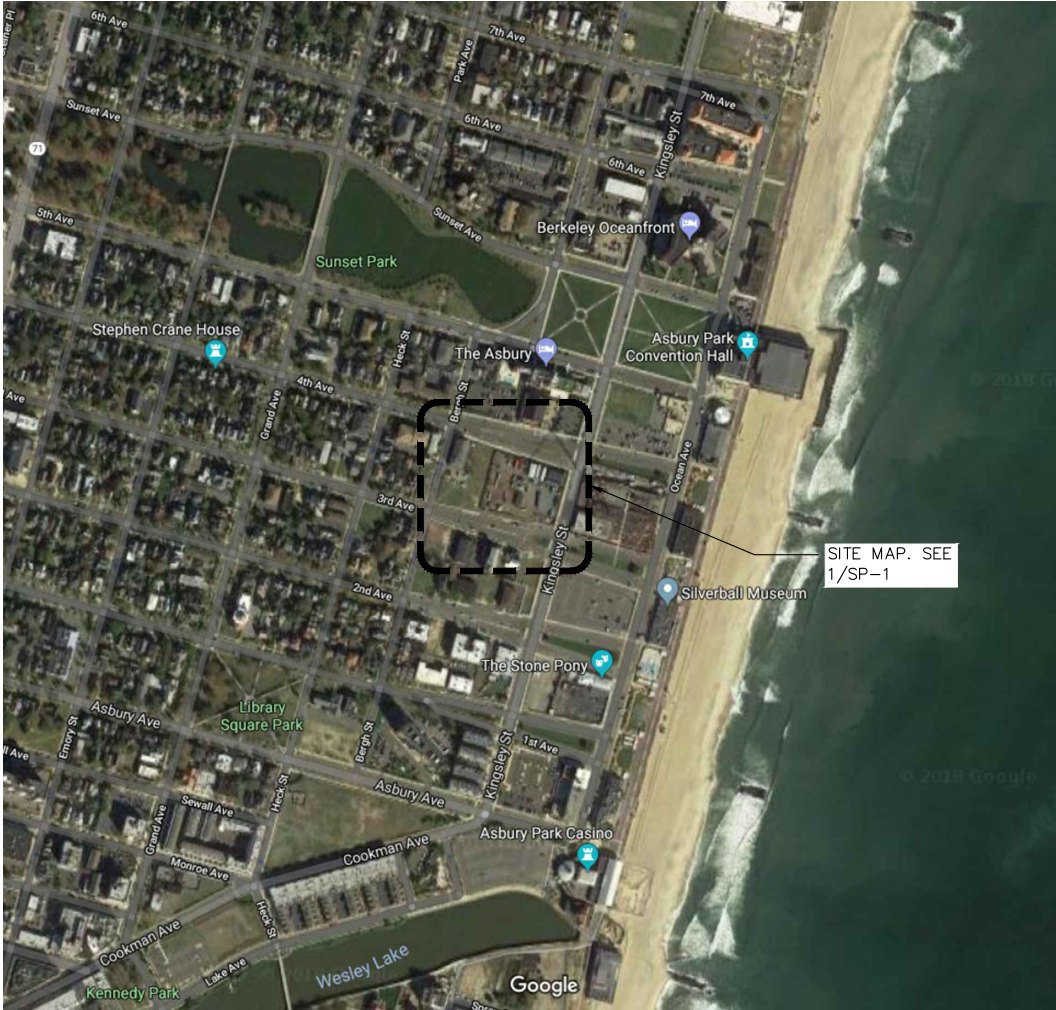
CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

SCOPE OF WORK	
AT&T IS PROPOSING TO INSTALL A TEMPORARY CELLULAR COMMUNICATIONS SYSTEM. THIS INSTALLATION IS TO INSTALL A 18'x18' BALLAST MONOPOLE WITH ANTENNAS AND A 4'x12' EQUIPMENT PLATFORM.	
CONTACT INFORMATION	
CONSTRUCTION MANAGER: JOSEPH HAHN (AT&T) (201)-637-3070	
SITE CONTACT: T.B.D.	
SITE ACCESS: 24/7 (TO BE VERIFIED WITH OWNER)	
A & E CONTACT: STAN KOMSKI (908) 312-9817	
SITE INFORMATION	
SITE ADDRESS: KINGSLEY STREET ASBURY PARK, NJ MONMOUTH COUNTY	
APPLICANTS: NEW CINGULAR WIRELESS PCS, LLC (AT&T) ONE AT&T WAY 3A212F BEDMINSTER, NJ 07921	
* LATITUDE: ±N40° 13' 20.2" (NAD 83)	
* LONGITUDE: ±W74° 00' 07.5" (NAD 83)	
* ELEVATION: ±16.7' AMSL	
* INTERPOLATED FROM USGS QUADRANGLE NAD 83	
DRAWING SCHEDULE	
DRAWING#	DRAWING TITLE
C-01	COVER SHEET
SP-1	SITE PLAN AND ENLARGED COMPOUND PLAN
SP-2	COMPOUND PLAN ELEVATIONS AND SITE DETAILS
S-01	FRAMING PLAN AND DETAILS
S-02	FRAMING PLAN AND DETAILS
E-1	ELECTRICAL ROUTING PLAN AND NOTES
E-2	GROUNDING PLAN NOTES AND DETAILS



ASBURY PARK TEMP.
COW 231
KINGSLEY STREET
ASBURY PARK, NJ
MONMOUTH COUNTY



LOCATION MAP
NOT TO SCALE

FPA FRENCH & PARRELLO ASSOCIATES 1800 Route 34, Suite 101 • Wall, New Jersey 07719 t: 732.312.8800 f: 732.312.8801		
NOTES: 1. THIS DOCUMENT HAS BEEN PREPARED FOR A 24" x 36" FORMAT. DO NOT SCALE THIS DOCUMENT IF PLOTTED ON ANY OTHER FORMAT. 2. IF THIS DOCUMENT DOES NOT CONTAIN THE RAISED SEAL OF THE UNDERSIGNED PROFESSIONAL, IT IS NOT A VALID DOCUMENT AND NO LIABILITY IS ASSUMED FOR THE INFORMATION SHOWN HEREON.		
REVISIONS		
REV.	DATE	REVISION DESCRIPTION
0	05/10/18	ISSUED FOR REVIEW
ASBURY TEMP TOWER KINGSLEY STREET ASBURY PARK, NJ MONMOUTH COUNTY BLOCK: 4001, LOT: 1-17		
APPROVALS		
	SIGNATURE	DATE
AT&T		
OWNER/LANDLORD		
SEAL:		
PETER J. TARDY, PE NEW JERSEY PROFESSIONAL ENGINEER LIC. NO. 41990		
DRAWING TITLE:		
COVER SHEET		
DATE: 05/09/18	SCALE: AS NOTED	C-01
DRAWN BY: J.L.	SHEET #:	
CHECKED BY: S.J.K.		
PROJECT # 500.279		

Attachment: AsburyParkTemp_COW231_PLE_5.11.18 (002) (2018-231 : A Temporary Cellular Installation on Eastern Portion of Block 4001

[illegible]

ASBURY TEMP TOW
KINGSLEY STREET
ASBURY PARK, NJ
MONMOUTH COUNTY
BLOCK: 4001, LOT: 1

APPROVALS		
	SIGNATURE	
AT&T		
OWNER/LANDLORD		

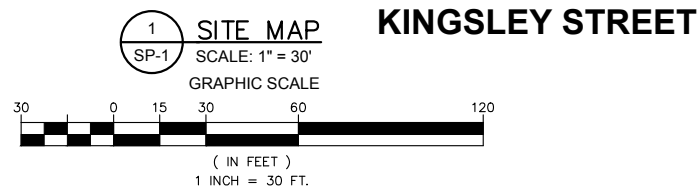
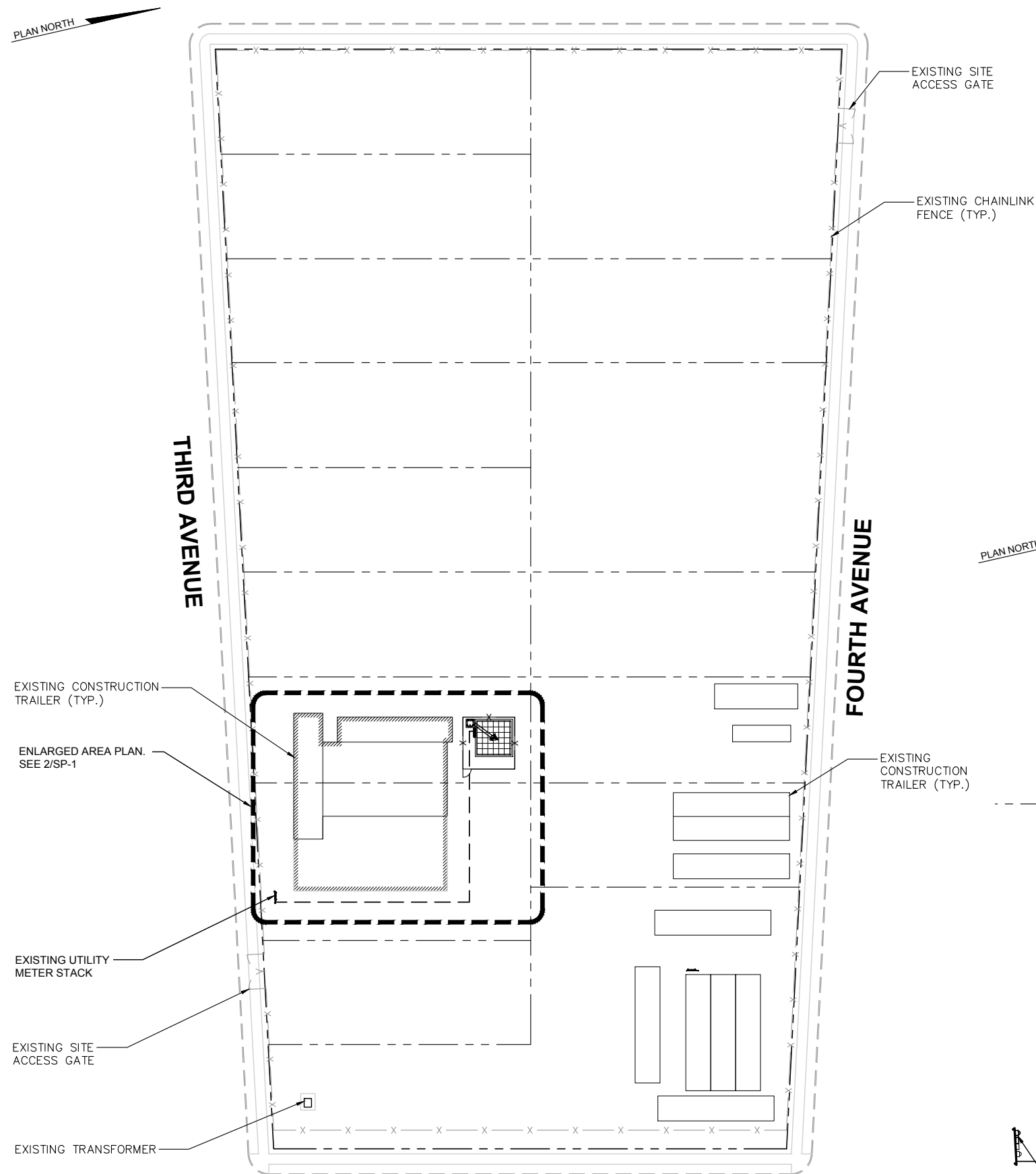
SEAL:

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

DRAWING TITLE:

SITE PLAN AND ENLARGED COMPOUND PLAN

DATE: 05/09/18	SCALE: AS NOTE
DRAWN BY: J.L.	SHEET #: SP-1
CHECKED BY: S.J.K.	
PROJECT # 500.279	

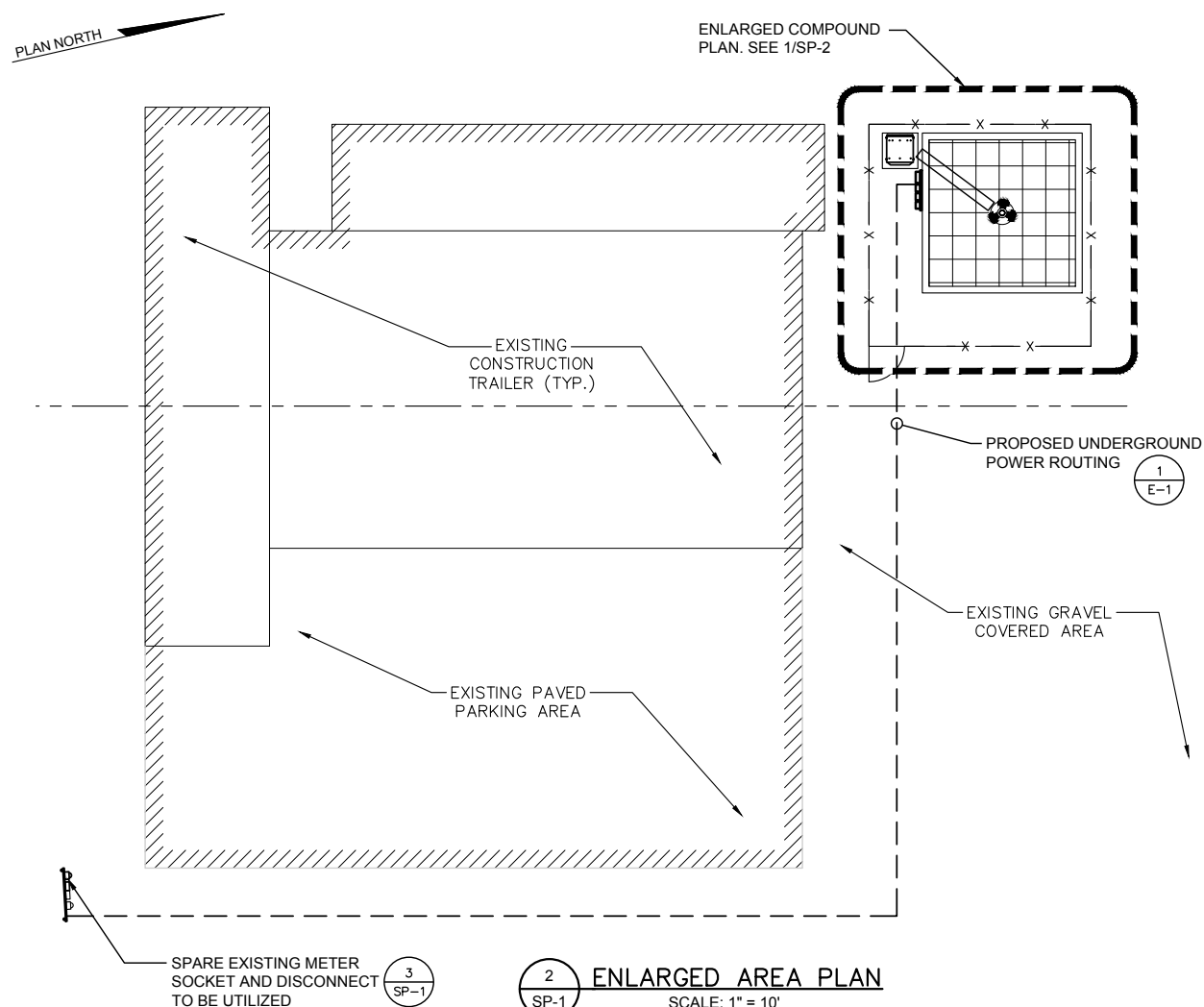
Packet Pg. 80

3
SP-1

EXISTING UTILITY RACK

NOT TO SCALE

— SPARE EXISTING METER
SOCKET AND DISCONNECT
TO BE UTILIZED



2
SP-1

ENLARGED AREA PLAN

SCALE: 1" = 10'

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)

1 INCH = 10 FT.

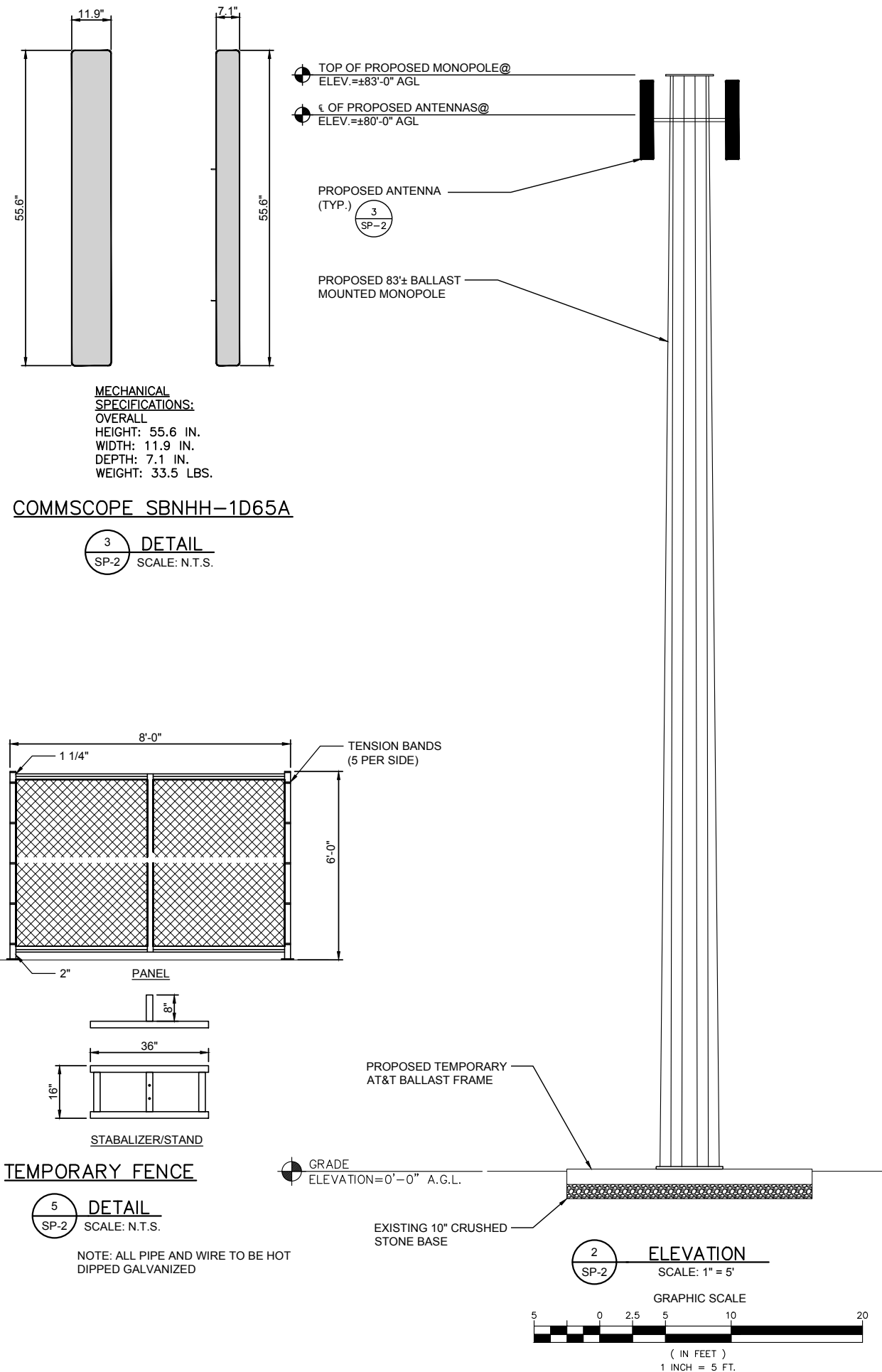
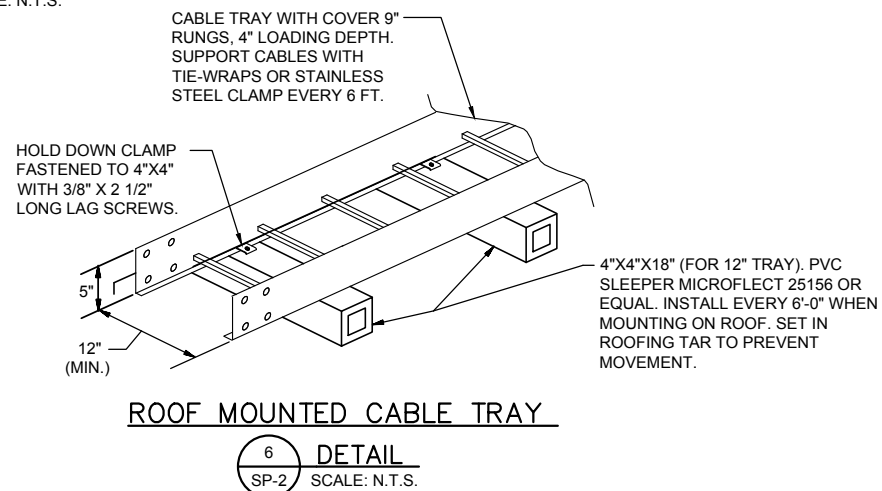


ASBURY TEMP TOW
KINGSLEY STREET
ASBURY PARK, NJ
MONMOUTH COUNTY
BLOCK: 4001, LOT: 1

SEAL:

DRAWING TITLE:

DATE: 05/09/18	SCALE: AS NOTED
DRAWN BY: J.L.	SHEET #:
CHECKED BY: S.J.K.	SP-2
PROJECT # 500.279	



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



REVISIONS		
REV.	DATE	REVISION DESCRIPTION
0	05/10/18	ISSUED FOR REVIEW

ASBURY TEMP TOW
KINGSLEY STREET
ASBURY PARK, NJ
MONMOUTH COUNTY
BLOCK: 4001, LOT:

APPROVALS	
	SIGNATURE
AT&T	
OWNER/LANDLORD	

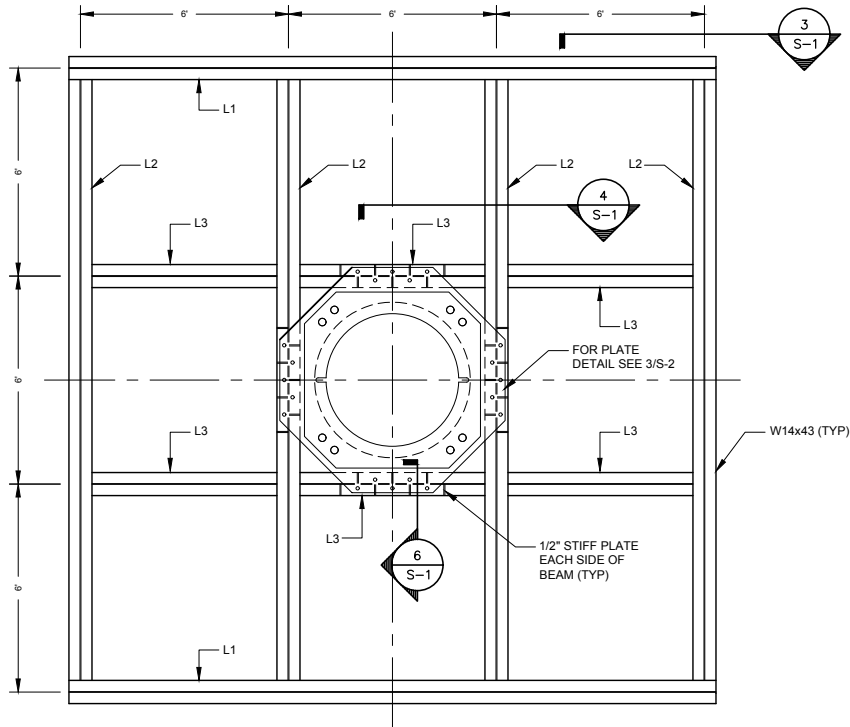
SEAL:

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

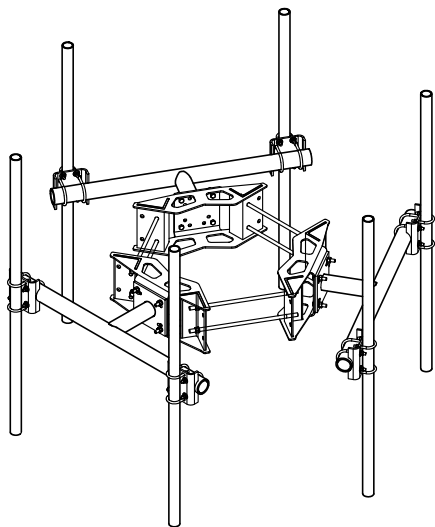
DRAWING TITLE:

FRAMING PLAN AND DETAILS

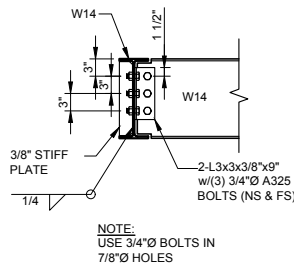
DATE:	05/09/18	SCALE:	AS NOTE
DRAWN BY:	J.L.	SHEET #:	
CHECKED BY:	S.J.K.		S-01
PROJECT #	500.279		



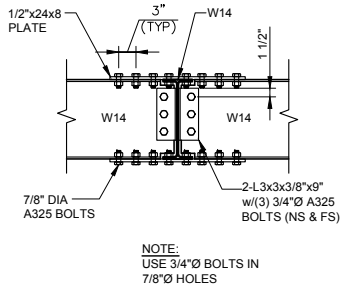
2 BALLAST MOUNT FRAMING
SCALE 3/8" = 1'-0"
GRAPHIC SCALE
(IN FEET)
3/8 INCH = 1 FOOT



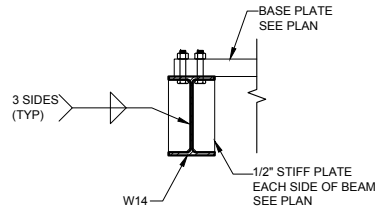
5 COMMSCOPE MC-DPM2M-6-B
NOT TO SCALE



3 BEAM TO BEAM CONNECTION
SCALE 3/4" = 1'-0"
GRAPHIC SCALE
(IN FEET)
3/4 INCH = 1 FOOT



4 BEAM TO BEAM CONNECTION
SCALE 3/4" = 1'-0"
GRAPHIC SCALE
(IN FEET)
3/4 INCH = 1 FOOT



6 STIFF PLATE TO BEAM CONNECTION
SCALE 3/4" = 1'-0"
GRAPHIC SCALE
(IN FEET)
3/4 INCH = 1 FOOT

ANTENNA CENTERLINE	# OF ANTENNAS PER SECTOR	BALLAST LAYOUT #	# OF BLOCKS
82'	3	3	28
82'	2	2	20
82'	1	1	16
82' & 75'	2	3	28
82' & 75'	2		
82' & 75'	1	2	20
82' & 75'	1		

LATERAL LOAD SCHEDULE IN ACCORDANCE WITH INTERNATIONAL BUILDING CODE 2015 NEW JERSEY EDITION /ASCE 7-10	
WIND CRITERIA	
RISK CATEGORY, (TABLE 1609.3)	I
BASIC WIND SPEED, V _{ult} (3-SECOND GUST), (FIGURE 1609)	120 MPH
EXPOSURE CATEGORY, (SECT. 1609.4)	C
SERVICEABILITY WIND SPEED (ASCE 7-10 FIGURE CC-1)	60 MPH

NOTES:
1. PANEL ANTENNAS: 72"x12"x6".
2. (4) - 1/2" FEEDLINES PER ANTENNA.
3. RRH UNITS ARE GROUND MOUNTED.

BEAM MARK	LENGTH	COMMENTS
L1	18'-8"	OUT TO OUT
L2	18'-0"	CENTER TO CENTER
L3	6'-0"	CENTER TO CENTER

NOTES:
1. THIS DOCUMENT HAS BEEN PREPARED FOR A 24"x 36" FORMAT. DO NOT SCALE THIS DOCUMENT PLOTTED ON ANY OTHER FORMAT.
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REVISIONS		
REV.	DATE	REVISION DESCRIPTION
0	05/10/18	ISSUED FOR REVIEW

ASBURY TEMP TOW
KINGSLEY STREET
ASBURY PARK, NJ
MONMOUTH COUNTY
BLOCK: 4001, LOT:

APPROVALS	
	SIGNATURE
AT&T	
OWNER/LANDLORD	

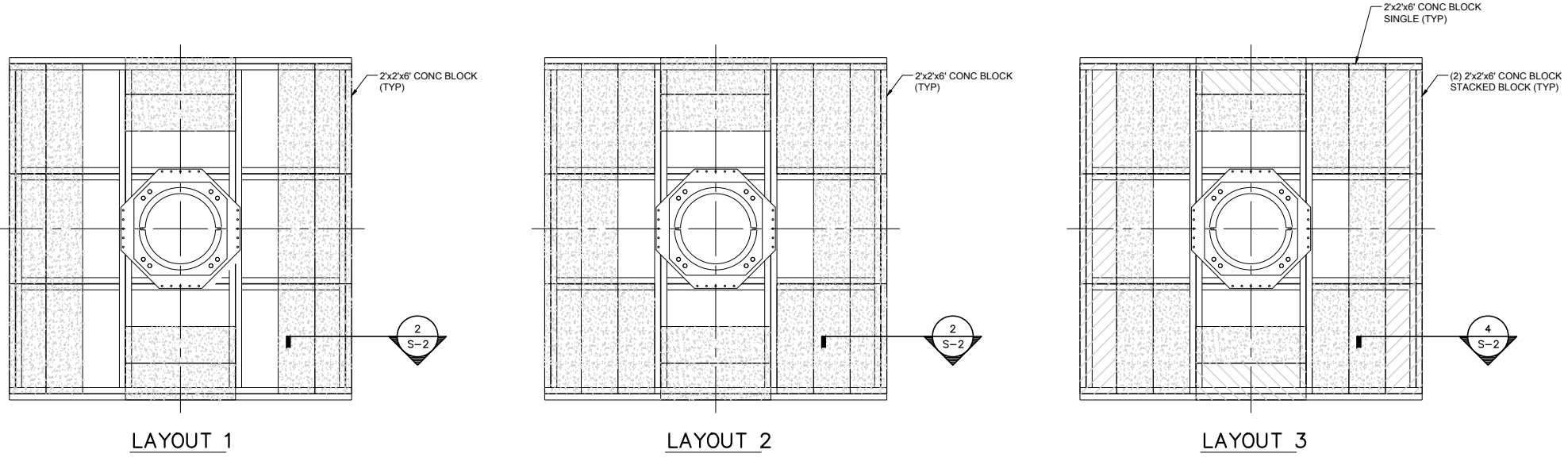
SEAL:

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

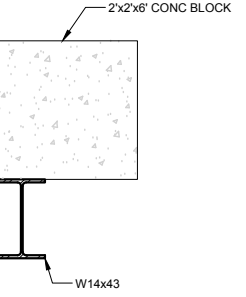
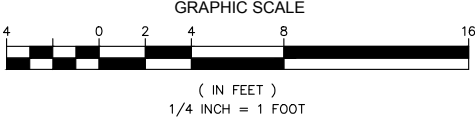
DRAWING TITLE:

FRAMING PLAN AND DETAILS

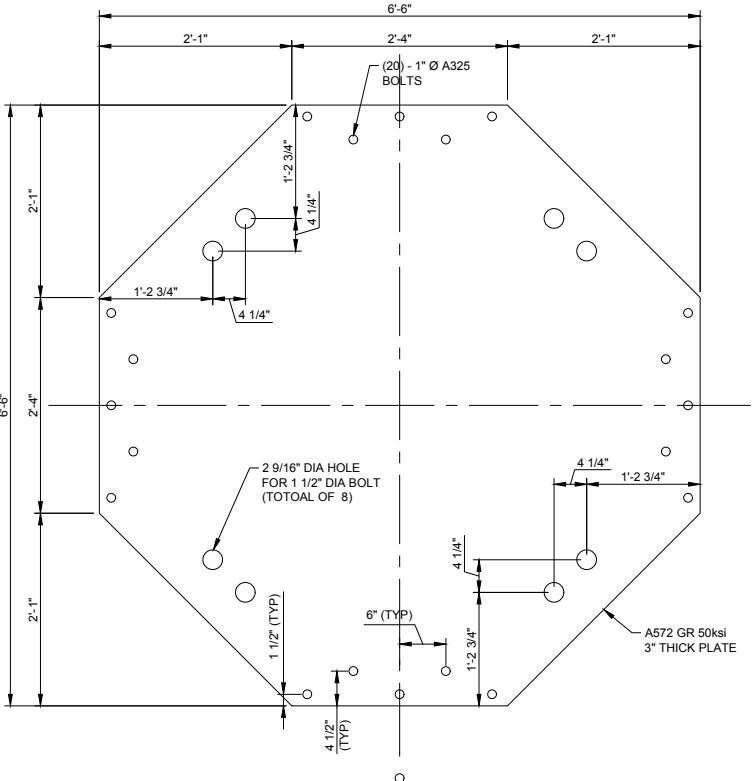
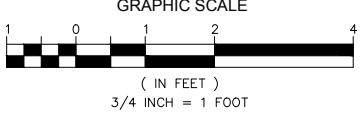
DATE: 05/09/18	SCALE: AS NOTE
DRAWN BY: J.L.	SHEET #:
CHECKED BY: S.J.K.	S-02
PROJECT # 500.279	



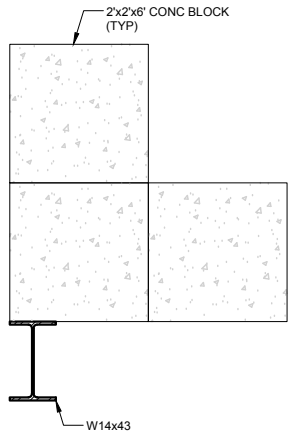
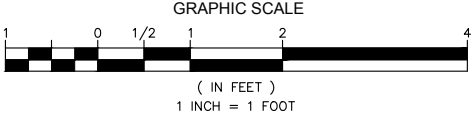
1 BALLAST MOUNT CONCRETE BLOCK LAYOUT
SCALE 1/4" = 1'-0"



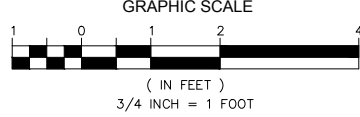
2 CONCRETE BLOCK SUPPORT DETAIL
SCALE 3/4" = 1'-0"



3 PLATE DETAIL
SCALE 1" = 1'-0"



4 CONCRETE BLOCK SUPPORT DETAIL
SCALE 3/4" = 1'-0"



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IS ASSUMED FOR THE INFORMATION SHOWN HERE

[illegible]

ASBURY TEMP TOW
KINGSLEY STREET
ASBURY PARK, NJ
MONMOUTH COUNTY
BLOCK: 4001, LOT: 1

	SIGNATURE	
AT&T		
OWNER/LANDLORD		

SEAL:

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

DRAWING TITLE:

ELECTRICAL ROUTING PLAN AND NOTES

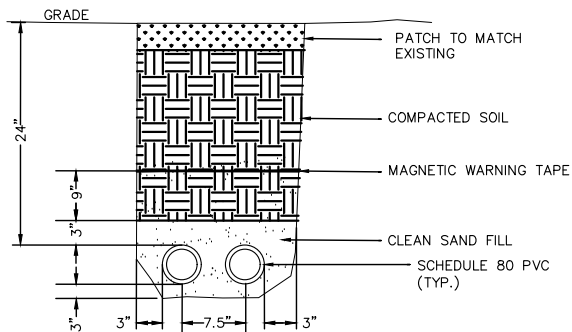
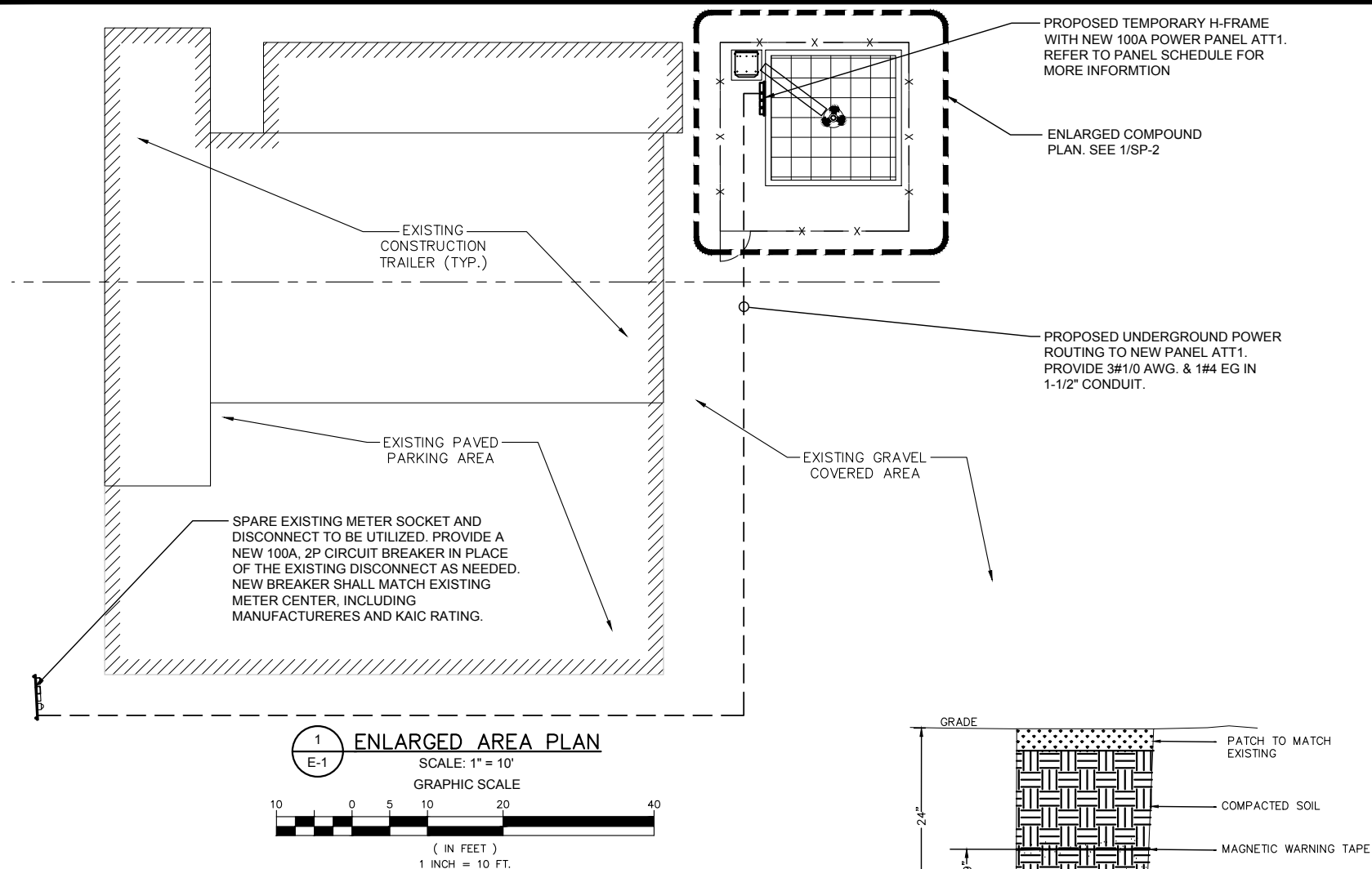
DATE: 05/09/18	SCALE: AS NOTED
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DRAWN BY: J.L.	SHEET #:
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CHECKED BY: S.J.K.	E-1
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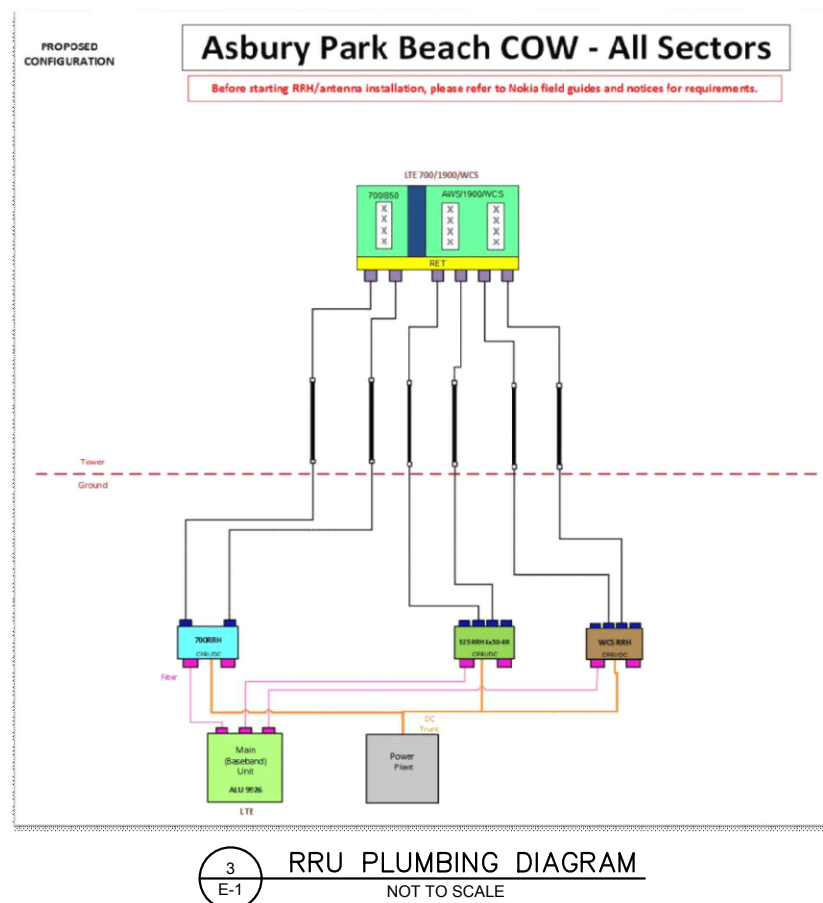
PROJECT #	
500.279	

Packet Pg. 84



DIRECT CONDUIT BURIAL DETAIL

NOT TO SCALE



1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND COORDINATING ALL REQUIRED LOCAL BUILDING DEPARTMENT INSPECTIONS AND APPROVALS, ALL ELECTRICAL WORK IS TO BE PERFORMED BY AN INDIVIDUAL LICENSED IN THE JURISDICTION OF THE PROPOSED WORK.
2. THE ENTIRE SYSTEM SHALL CONFORM TO ALL STATE AND LOCAL BUILDING CODES AND THE LATEST ADOPTED EDITION OF THE NATIONAL ELECTRIC CODE.
3. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ITEMS INDICATED ON THESE DRAWINGS.
4. ALL EXTERIOR DEVICES SHALL BE RATED FOR EXTERIOR USE "3R".
5. ALL MATERIALS AND DEVICES INSTALLED SHALL BE NEW AND IN WORKING ORDER. DEVICES AND MATERIALS SHALL BE LISTED AND BEAR THE "UL" SEAL OF APPROVAL AND INSPECTION LABEL "J".
6. THE CONTRACTOR IS TO DEMONSTRATE TO A CLIENT'S PROJECT MANAGER THAT THE SYSTEM IS FULLY ENERGIZED AND WORKING AS INTENDED. CONDUCT CONTINUITY, SHORT CIRCUIT AND FALL OF POTENTIAL GROUNDING TEST. SUBMIT TEST RESULTS TO THE PROJECT MANAGER.
7. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS.
8. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANEL BOARD, PULL BOX, J-BOX, SWITCH PLATE, ETC...IN COMPLIANCE WITH O.S.H.A.
9. LABEL EACH PANEL BOARD CIRCUIT DIRECTORY CARD. IDENTIFY THE "LOAD SERVED", "SPARE" OR SPACE".
10. THE ENTIRE ELECTRICAL SYSTEM SHALL BE GROUNDED.
11. THE CONTRACTOR IS TO SUPPLY ALL HANGERS, SUPPORTS, FASTENERS AND HARDWARE FOR A COMPLETE INSTALLATION. ALL OF THE ABOVE SHALL BE ZINC-COATED UNLESS NOTED OTHERWISE IN THESE CONSTRUCTION DOCUMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL FIELD CONDITIONS PRIOR TO ORDERING LENGTHS OF MATERIALS.
12. CONDUCTORS SHALL BE COPPER, STRANDED 600 VOLT RATED INSULATION @ 90 DEG. CELSIUS USE TYPE THHN FOR UNDERGROUND APPLICATIONS AND SIZED #4 AWG & LARGER, USE TYPE THW FOR SIZE #12 AWG THRU #6 AWG AND LARGER, MINIMUM SIZE FOR POWER WIRING SHALL BE #12 AWG.
13. ALL CIRCUIT BREAKERS, BUSES AND FIELD INSTALLED ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING RATE NOT LESS THAN THE MAXIMUM SHORT CIRCUIT CURRENT TO WHEN THEY MAY BE SUBJECT AND MINIMUM RATING OF 22,000 A.I.C.
14. PULL BOXES SHALL BE INSTALLED EVERY 100 FEET AND BETWEEN BENDS TOTALING 270°, ELECTRIC AND DATA WIRING SHALL BE INSTALLED IN SEPARATE CONDUITS AND USE SEPARATE PULL BOXES.
15. EACH PANEL BOARD SHALL BE CONSIDERED COMPLETE ONLY IF INSTALLED WITH THE FOLLOWING INFORMATION

EACH PANEL BOARD SHALL BE IDENTIFIED ON THE OUTSIDE WITH A PERMANENT PLAQUE THAT IDENTIFIES THE PANEL, NAME, SIZE AND VOLTAGE.

HAS A CIRCUIT DIRECTOR CARD THAT IDENTIFIES THE CIRCUIT, SIZE VOLTAGE AND USE. SPARE OR BLANK POSITIONS SHALL ALSO BE IDENTIFIED AND LISTED.
16. UPON COMPLETION OF WORK, THE ENTIRE SYSTEM SHALL BE TESTED FOR CONDUIT CONTINUITY, SHORT CIRCUIT AND FALL OF POTENTIAL INTERRUPT. THE ELECTRICIAN SHALL SUBMIT A WRITTEN REPORT DOCUMENTING THE TEST RESULTS TO THE CLIENT'S PROJECT MANAGER.
17. TRANSITION FROM RIGID GALVANIZED STEEL CONDUIT ABOVE GRADE TO POLY VINYL CHLORIDE (PVC) CONDUIT UNDERGROUND.

EACH PANEL BOARD SHALL BE IDENTIFIED ON THE OUTSIDE WITH A PERMANENT PLAQUE THAT IDENTIFIES THE PANEL, NAME, SIZE AND VOLTAGE.

HAS A CIRCUIT DIRECTOR CARD THAT IDENTIFIES THE CIRCUIT, SIZE VOLTAGE AND USE. SPARE OR BLANK POSITIONS SHALL ALSO BE IDENTIFIED AND LISTED.

16. UPON COMPLETION OF WORK, THE ENTIRE SYSTEM SHALL BE TESTED FOR CONDUIT CONTINUITY, SHORT CIRCUIT AND FALL OF POTENTIAL INTERRUPT. THE ELECTRICIAN SHALL SUBMIT A WRITTEN REPORT DOCUMENTING THE TEST RESULTS TO THE CLIENT'S PROJECT MANAGER.

17. TRANSITION FROM RIGID GALVANIZED STEEL CONDUIT ABOVE GRADE TO POLY VINYL CHLORIDE (PVC) CONDUIT UNDERGROUND.

JOB NAME: ASSBURY TEMP TOWER		ATT (NEW)										JOB NO. : 500.279	
RATING: 240/120V, 1 PH, 3W, DELTA, 100A		POLE	LOAD KVA	BKR	BRANCH CIRCUIT	A	B	BRANCH CIRCUIT	BKR	LOAD KVA	POLE	LOCATION: FENCED-IN TOWER	
CKT NO.	DESCRIPTION											CKT NO.	
1	SPARE	1		20		0.0			20		1	SPARE	2
3	SPARE	1		20			0.0		20		1	SPARE	4
5	SPARE	1		20		0.0			20		1	SPARE	6
7	SPARE	1		20			0.0		20		1	SPARE	8
9	SPARE	1		20		0.0			20		1	SPARE	10
11	SPARE	1		20			0.0		20		1	SPARE	12
13	SPACE	1				0.0					1	SPACE	14
15	SPACE	1					0.0				1	SPACE	16
17	SPACE	1				0.0					1	SPACE	18
19	SPACE	1					0.0				1	SPACE	20
21	SPACE	1				0.0					1	SPACE	22
23	SPACE	1					0.0				1	SPACE	24

PANEL TYPE: NEMA 3R
MOUNTING: SURFACE
MAIN CIRCUIT BREAKER: 100A
INTERRUPTING RATING: 22KA SYM.
FED FROM: EXISTING METER CENTER

NOTES

1. ALL BUSING TO BE COPPER
2. BOLT ON BREAKERS ONLY
3. CONTRACTOR IS RESPONSIBLE TO COORDINATE THE SHORT CIRCUIT RATING PRIOR TO PURCHASING ANY EQUIPMENT.
4. ALL WIRE SIZES ARE BASED ON 75 DEGREE WIRE.
5. SHORT CIRCUIT RATING: PANEL SHALL BE FULLY RATED TO INTERRUPT SYMMETRICAL SHORT CIRCUIT CURRENT AVAILABLE AT TERMINALS
6. BASIS OF DESIGN: SQUARE D TYPE NQ PANELBOARD.

100 Enter Size of Breaker Protecting Panel:

Calculated Breaker size (80%)⁷

VOLTAGE 240 V



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REVISIONS		
REV.	DATE	REVISION DESCRIPTION
0	05/10/18	ISSUED FOR REVIEW

ASBURY TEMP TOW
KINGSLEY STREET
ASBURY PARK, NJ
MONMOUTH COUNTY
BLOCK: 4001, LOT:

APPROVALS	
	SIGNATURE
AT&T	
OWNER/LANDLORD	

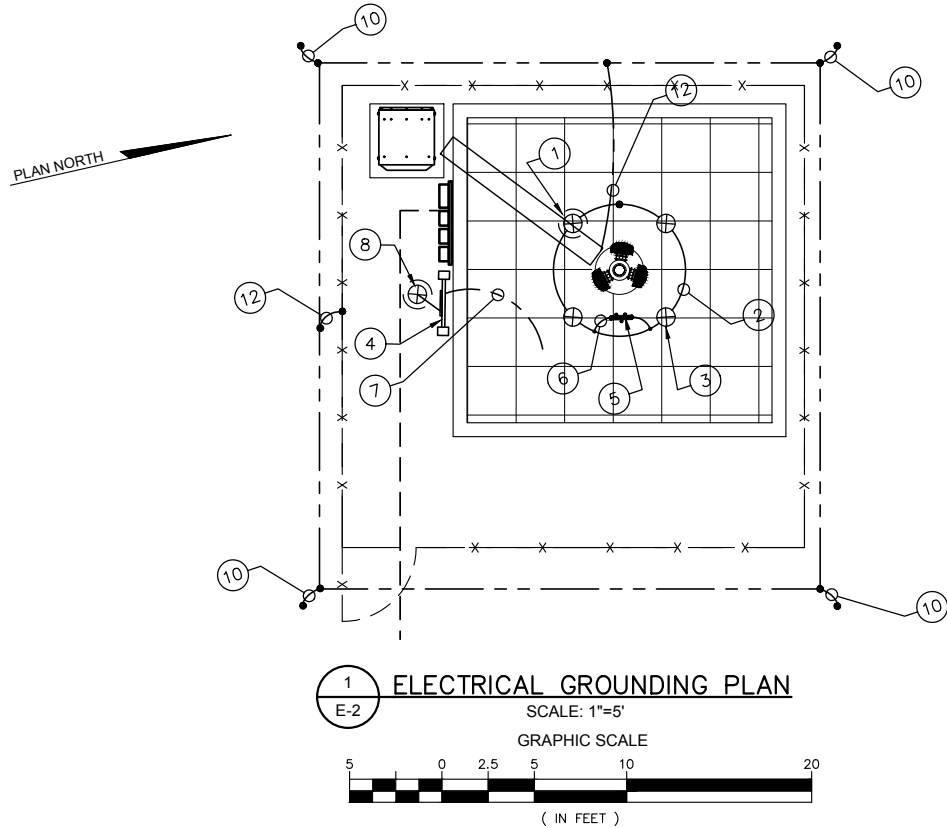
SEAL:

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

DRAWING TITLE:

GROUNDING PLAN
NOTES AND DETAIL

DATE: 05/09/18	SCALE: AS NOTED
DRAWN BY: J.L.	SHEET #:
CHECKED BY: S.J.K.	E-2
PROJECT # 500.279	



GROUNDING NOTES

- GROUND RODS SHALL BE 3/4" x 10' COPPER CLAD.
- ALL GROUNDING CONDUCTORS SHALL BE #2 SOLID TINNED COPPER, UNLESS OTHERWISE NOTED.
- ALL CONNECTIONS TO GROUND RODS SHALL BE EXOTHERMICALLY WELDED (CADWELD.)
- ALL CONNECTIONS BELOW GRADE SHALL BE EXOTHERMICALLY WELDED (CADWELD.)
- CONNECTIONS TO GROUND BARS SHALL BE MADE UTILIZING TWO-HOLE LONG BARREL TYPE COMPRESSION LUGS WITH STAINLESS STEEL BOLTS, NUTS AND LOCKWASHERS.
- CONNECTIONS TO EQUIPMENT AND ENCLOSURES SHALL BE MADE UTILIZING TWO-HOLE GROUND LUGS WITH AN ANTI-OXIDENT COMPOUND.
- THE GROUNDING SYSTEM SHALL BE TESTED UPON INSTALLATION. THE MAXIMUM RESISTANCE TO GROUND SHALL NOT EXCEED 5 OHMS.
- WHERE GROUNDING CONNECTIONS ARE MADE TO PAINTED METAL, SURFACES SHALL BE SCRAPPED CLEAN TO BARE METAL TO INSURE PROPER CONTACT. SURFACES SHALL BE RESTORED TO MATCH ORIGINAL FINISHES.
- ALL BENDS IN GROUNDING CONDUCTORS SHALL NOT BE LESS THAN A 12" RADIUS.
- CONDUITS USED AS RACEWAYS FOR GROUNDING CONDUCTORS SHALL BE BONDED AT BOTH ENDS.

GROUNDING SYMBOLS

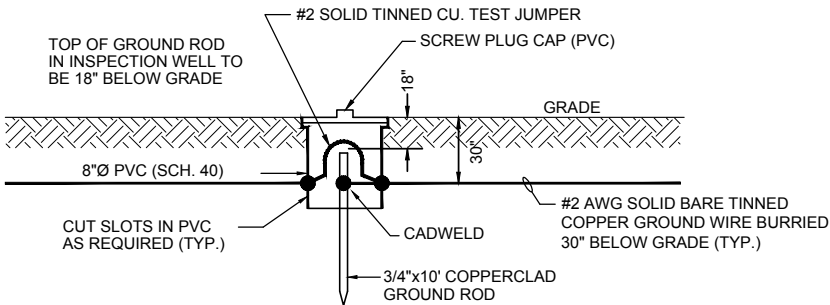
	GROUND ROD WITH ACCESS
	GROUND ROD

TESTING:

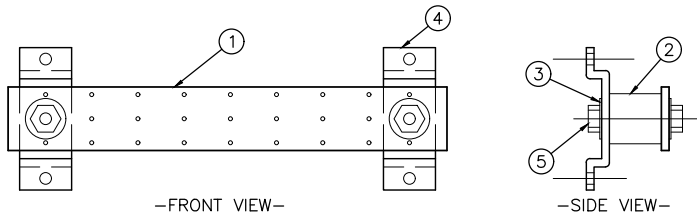
CONTRACTOR TO TEST GROUNDING SYSTEM IN PRESENCE OF AN AT&T REPRESENTATIVE, OR DESIGNEE, THE MAXIMUM RESISTANCE TO GROUND SHALL BE 5 OHMS OR LESS.

GROUNDING KEY NOTES

- GROUND ROD INSPECTION WELL (TYP. 3). SEE DETAIL 6/E-006.00
- #2 SOLID TINNED CU. 30" BELOW GRADE (TOWER GROUND RING)
- 10' x 3/4" CU. CLAD GROUND ROD (TYP.). SEE DETAIL 1/E-006.00
- MAIN GROUND BAR (MGB) MOUNT ON UNISTRUT FRAME. SEE DETAIL
- BASE GROUND BAR (BGB) MOUNT ON NEW MONOPOLE. SEE DETAIL
- #2 SOLID TINNED CU. FROM MONOPOLE GROUND RING TO BGB. BAR.
- #2 STRANDED INSULATED CU., ROUTE FROM MGB TO BGB.
- #3/0 STRANDED COPPER SERVICE GROUND ELECTRODE CONDUCTOR. PROVIDE CONNECTION TO GROUND ROD.
- #2 STRANDED INSULATED CU., TO BOND SERVICE UNISTRUT FRAME TO MGB UNISTRUT FRAME.
- #2 SOLID TINNED CU. TO BOND NEW FENCE SECTIONS
- #4/0 BRAIDED CU. TO BOND FENCE GATE
- #2 SOLID TINNED CU. TO BOND FENCE TO MONOPOLE GROUND RING



2 GROUND ROD INSPECTION WELL
E-2 NOT TO SCALE

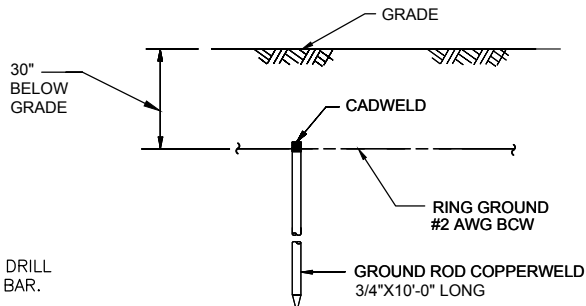


NOTE:
FOR TWO HOLE LUGS WITH SPACING OTHER THAN THE PRE-DRILLED, THE CONTRACTOR SHALL DRILL THE BAR IN THE FIELD. FULL SIZE BOLTS SHALL BE USED TO ATTACH LUGS TO THE GROUND BAR.

LEGEND

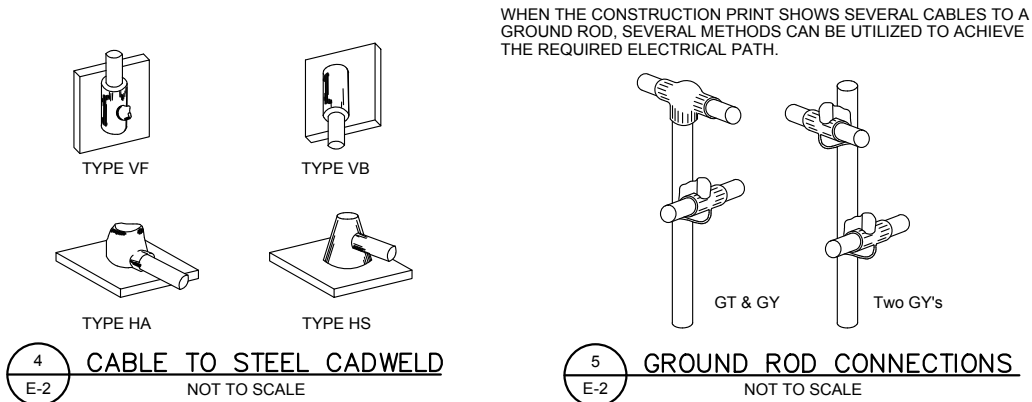
- | | |
|-----------------------|----------------------------|
| 1 EXISTING GROUND BAR | 3 5/8" LOCKWASHERS |
| 2 INSULATORS | 4 WALL MOUNTING BRACKET |
| | 5 5/8-11x1" H.H.C.S. BOLTS |

7 GROUND BAR DETAIL
E-2 NOT TO SCALE



GROUNDING - STANDARD DETAIL
GROUND ROD

3 DETAIL
E-2 NOT TO SCALE



4 CABLE TO STEEL CADWELD
E-2 NOT TO SCALE

5 GROUND ROD CONNECTIONS
E-2 NOT TO SCALE

ANTIOXIDANT SHALL BE USED BETWEEN LUG & EQUIPMENT/ GROUND BAR

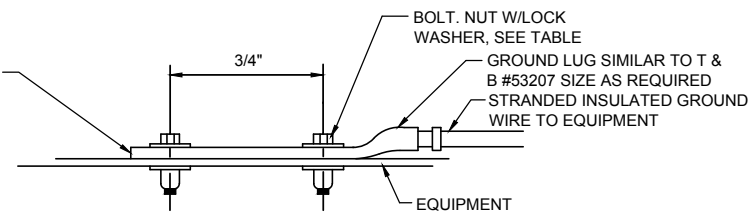
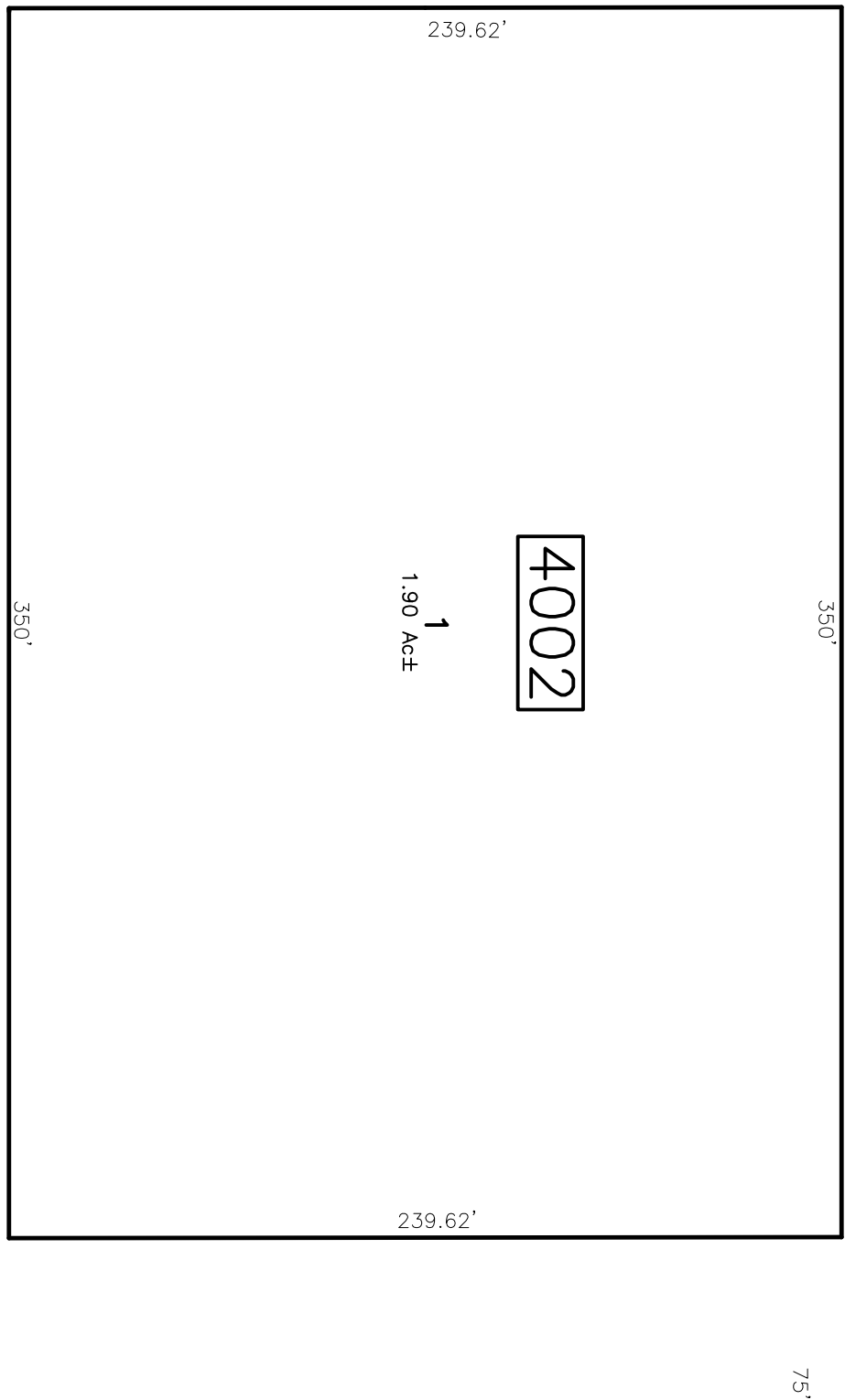
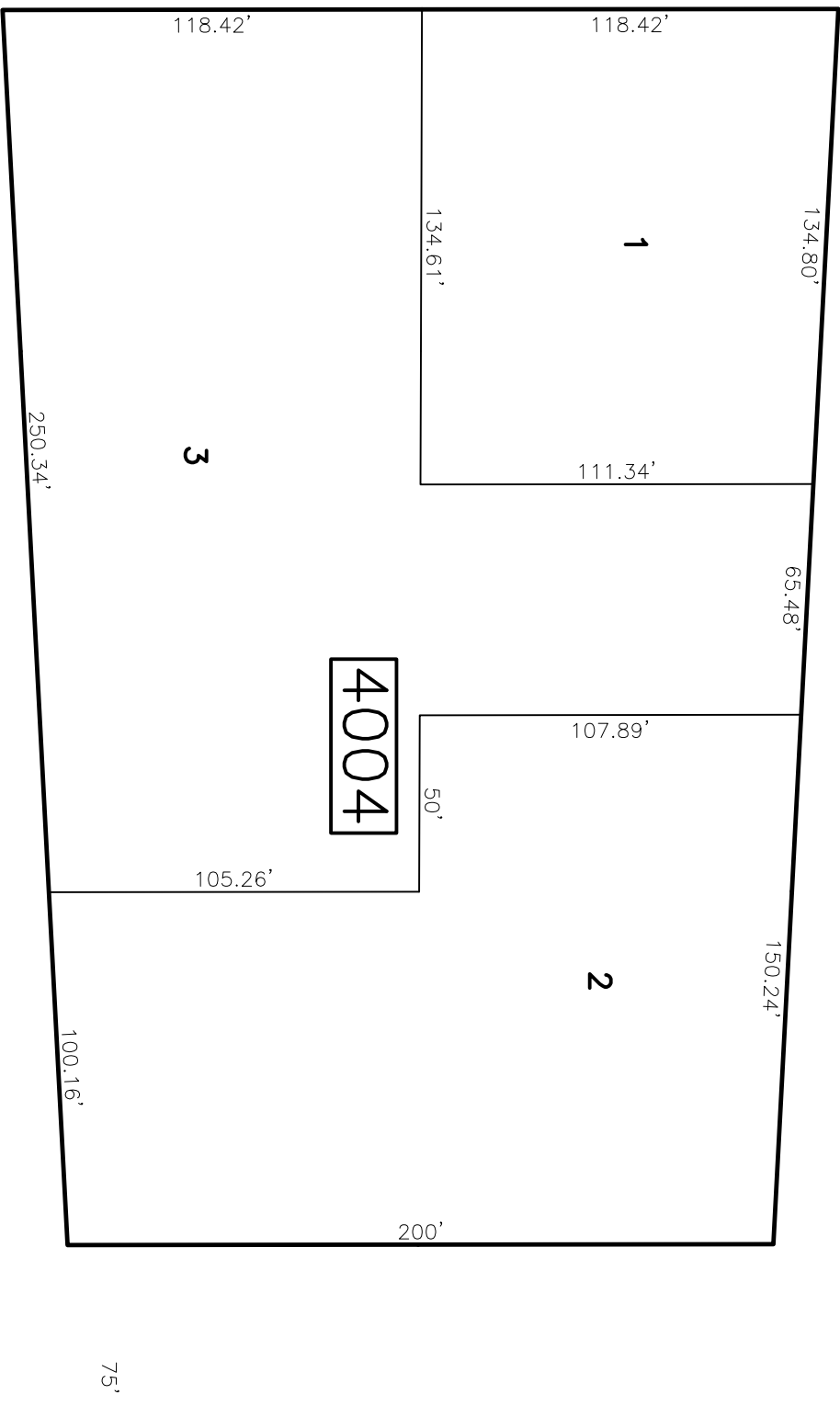


TABLE			
WIRE SIZE	LUG #	BOLT SIZE	
#4/0	53212	1/2" - 20 NC x 1/2" S.S. BOLT & NUT W/LOCK WASHERS	
#2	53207	1/4" - 20 NC x 1/2" S.S. BOLT & NUT W/LOCK WASHERS	
#6	53205		

6 EXTERNAL EQUIPMENT GROUNDING CONNECTION
E-2 NOT TO SCALE

FOURTH AVE

OCEAN AVE



ATLANTIC OCEAN

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MARCH 15, 2012 SIGNED
BY SUE DAVISON, CTA AND
ASSIGNED SERIAL NUMBER 988

* THIS SHEET HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/DESIGN (CAD/D) AND COORDINATE GEOMETRY (COGO).

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MARCH 15, 2012 SIGNED

MONMOUTH COUNTY
NEW JERSEY
SCALE: 1" = 50'
DATE: DECEMBER 31, 2010

LICENSED LAND SURVEYOR
NEW JERSEY LICENSE NO. 33994
850 SO. WHITE HORSE PIKE
HAMMONTON, NEW JERSEY 08037
COA# 24GA27973300

TO SHOW CONDITIONS AS OF NOVEMBER 2013



RESOLUTION NO. 2018-232

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

**RESOLUTION REJECTING DEVELOPMENT PROPOSALS FOR CITY HALL AND
TRANSPORTATION CENTER SITES**

WHEREAS, the City of Asbury Park is rejecting the Proposals for the Development of the City Hall and Transportation Center Sites as per the New Jersey Local Public Contracts Law N.J.S.A 40A:11-13.29(d). Rejection of bids - the contracting unit wants to substantially revise the specifications for the goods or services.

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 proposals for the Development of the City Hall and Transportation Center Sites are rejected as per N.J.S.A 40A:11-13.29(d). Rejection of bids - the contracting unit wants to substantially revise the specifications for the goods or services

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-232 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 13th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-233

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

RESOLUTION APPROVING 2018-2019 LIQUOR LICENSE RENEWALS

BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park that the Alcoholic Beverage License for the period of July 1, 2018 to June 30, 2019 be granted to the following Licensees:

<u>LICENSE NO.</u>	<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE NAME</u>
1303-32-001-010	PF, LLC	705-707 Main St.	Garcia's/Tapitia
1303-32-038-006	Ohana Kitschen Company	N/A	Pocket License
1303-33-014-005	Cookman Restaurant Group, LLC	508 Cookman Ave.	Cross & Orange
1303-33-016-006	Asbury Lanes, LLC		Pocket
1303-33-024-010	Pettibone Paradise, LLC	101 Asbury Ave.	Pocket
1303-33-025-005	1211 Main St. LLC	1213 Main St.	Pocket
1303-33-034-014	Bond St. Bar & Grill, LLC	208 Bond St.	Bond St. Bar & Grill
1303-33-037-008	1411 Kingsley Street, LLC	1409 Kingsley St.	t/b/d
1303-33-041-010	TBD, Inc.	660-662 Mattison Ave.	Taka Restaurant
1303-33-042-006	Rasbury Moon, Inc.	517 Lake Ave.	Moonstruck Rest. & Lounge
1303-33-045-004	G.T.J.M., Inc.	1405 Asbury Ave.	Jimmy's Italian Rest.
1303-33-047-010	AP Thirty Property Holdings, LLC	1300 Ocean Ave.	Tiki Bar/Aqua
1303-33-048-009	George-EE, Inc.	801-812 Fifth Ave.	Georgee's
1303-33-054-007	House of Independents, LLC	550-572 Cookman Ave.	*House of Independence
1303-33-055-004	Hemmings at Asbury, LLC	601 Bangs Ave.	Pascal & Sabine
1303-33-056-008	McLoone's Asbury Park, LLC	1213 Boardwalk	McLoones Asbury Grille
1303-36-068-002	Pettibone Paradise, LLC	101 Asbury Ave.	The Empress Hotel/Paradise
1303-44-011-010	934 SHIV, LLC	644 Cookman Ave.	Lush

BE IT FURTHER RESOLVED that the following Alcoholic Beverage Licenses be granted for the period of July 1, 2018 to June 30, 2019 with the following special conditions imposed on each license by the City of Asbury Park Council:

1303-32-010-008 Akshay Enterprises, Inc. 1002 Main St. *Middlebrook Bar & Spirits

*Special Conditions: 1. The Applicant accepts the renewal of the license on condition that they will not sell for consumption on the licensed premises any alcoholic beverages by the glass or other open receptacle and will only sell alcoholic beverages in original containers for consumption off the licensed premises.

2. This condition is to apply to said premises as long as said premises shall be licensed for sale of alcoholic beverages.

3. All transfer or renewals of said license for said premises shall be subject to the same conditions.

1303-32-060-015 601-603 Liquor License Partnership 601-603 Mattison Ave. *Barrio Costero

*Special Conditions: 1. 75% of floor space must be dedicated to food service.

1303-33-004-009 Asbury Pub, LLC 552 Cookman Ave. *Brickwall Tavern/Goldies

*Special Conditions: 1. Security personnel shall be provided by the Licensee at the premises on Thursday, Friday and Saturday evenings from 10:00 p.m. until closing. All such personnel shall wear an official shirt so that they are distinguished from the patrons of the restaurant.

2. Temporary signs be installed outside the premises to remind patrons to respect neighbors by controlling noise and smoking, and promoting the responsible consumption of alcoholic beverages.

3. Temporary stanchions shall be installed outside the doorway of the residence at 522 Cookman Ave. to deter patrons of the premises from gathering in the area. Temporary stanchions shall also be positioned to create boundaries around the outdoor dining area associate with the premises, in accordance with City's adopted Sidewalk Café Ordinance.

4. The Licensee shall employ a qualified professional manager to oversee all aspects of the restaurant operation, including the outside dining area, until closing every night of the week. The manager shall be responsible for training all management and staff, with specific training dedicated to A.B.C. regulations and crowd management.

5. The Licensee shall ensure that carpeting is placed under the equipment utilized by all performers at the premises, in an effort to reduce the noise volume from such equipment.

6. The Licensee shall have management work with the Asbury Park Police Department for their assistance regarding education in decibel level management and in noise reduction.

1303-33-006-009 Cookmain, LLC 162-166 Main Street *Brando's

*Special Condition: 1. 75% of the floor space must be for food service.

1303-33-017-012 Steinbach Liquor Lic. LLC. 541 Cookman Ave. *Asbury Ale House

*Special Conditions: 1. 75% of floor space must be dedicated to food service.

1303-33-027-010 Stone Pony Liquor License, LLC 901, 909, 913 Ocean Ave. *The Stone Pony

*Special Conditions: 1. One bonded licensed security agent shall be forthwith employed by the Licensee who shall be responsible for the control of the area in front of and alongside of the

licensed premises on Fridays and Saturdays and the eve of Holidays including Sundays from 8:00 p.m. until closing time on those weekends immediately preceding the last Monday in the Month of May through and including the weekend immediately preceding the first Monday in the month of September.

2. An employee be assigned to remove all bar -related litter from the outside of the premises and the area at closing time each night or earlier if necessary or as required by City Officials.

3. An additional bonded licensed security agent(s) shall be employed by the Licensee on those evenings and at those times deemed appropriate by the Police Chief after consultation with said Police Chief by the Licensee with respect to any concert/event scheduled to be held at the licensed premises throughout the year.

1303-33-053-010 Enigma Restaurant, LLC 408 Seventh Ave *Enigma Restaurant LLC

*Special Condition: 1. Liquor may be consumed but not served on the porch area.”

1303-33-059-010 AP Restaurant III 1213 Ocean Ave. *The Wonder Bar

*Special Condition: 1. The outside licensed area on the south side of the premises shall be as follows: 75’ in the southerly direction from the southeast corner of the premises; thence westerly 83’; thence northerly 75’ to the wall of the premises. Said outside licensed area shall be fenced in.

1303-36-066-003 Asbury F&B, LLC 1401 Ocean Ave. *The Berkely Hotel

*Special Condition: 1. The premises for which this license is issued shall continue to be operated as a bona fide Hotel or Motel of One Hundred (100) rooms or more and any transfers or renewals of said license shall be subject to the same condition.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-233 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-234

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

A RESOLUTION APPROVING A LIQUOR LICENSE WITH SPECIAL CONDITIONS FOR PORTA AT ASBURY PARK, LLC D/B/A PORTA FOR THE 2018-2019 LICENSING YEAR

WHEREAS, Porta at Asbury Park, LLC doing business as Porta (the “**Licensee**”) located at 911-915 Kingsley Street is the holder of Liquor License Number: 1303-33-046-013 (the “**License**”); and

WHEREAS, the Licensee has applied for a License renewal for the 2018-2019 Licensing Year; and

WHEREAS, Deputy Police Chief Kelso issued a Report dated May 30, 2018 reporting on the annual license renewals for the City, including recommendations for special conditions on certain licenses and specifically on the Licensee’s License; and

WHEREAS, in regard to this License, the Deputy Chief’s Memo detailed certain issues at the licensed premises and as a result recommended an additional special condition; and

WHEREAS, the Deputy Chief recommends to the Mayor and Council the following conditions set forth below.

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

A. The License renewal be granted for the period of July 1, 2018 to June 30, 2019 with the following special conditions:

1. The Licensee shall hire two (2) off-duty police officers during the months of October, November, December, January, February and March on Friday and Saturday nights from 10:30 p.m. until 2:30 a.m.
2. The Licensee shall hire four (4) off-duty police officers during the month of April on Friday and Saturday nights from 10:30 p.m. until 2:30 a.m.
3. The Licensee shall hire four (4) off-duty police officers during the months of November, December, January, February and March from 10:30 p.m.

until 2:30 a.m. when special events have been advertised or larger crowds are expected; by way of example: the Wednesday prior to Thanksgiving and New Year's Eve.

4. The Licensee shall hire six (6) off-duty police officers during the months of May through September on Friday and Saturday nights from 10:30 p.m. until 2:30 a.m. During these times, at the sole discretion of the Deputy Chief, up to eight (8) off-duty police officers may be required. Further, during these times, at the sole discretion of the Deputy Chief, up to two (2) off-duty police officers of the total number to be provided may be provided in Police vehicles.
5. The Licensee shall hire twenty-four (24) security guards on Friday and Saturday nights.
6. The Licensee in coordination with the Police Department shall have private security and/or off duty police officers to patrol the block(s) west of Porta at the end of the night as patrons move to their cars and cabs. The Licensee's private security shall not interact with patrons/individuals but shall report any concerns/issues to the City police officers.
7. The Licensee shall eliminate 16 oz. mixed drinks from the club menu and serve mixed drinks in glass sizes no larger than 12 oz.
8. The security and bar staff shall clean sidewalks and curbs adjacent to the Porta property nightly after club nights and in the morning following club nights.
9. The Licensee shall install video surveillance signs inside and outside of the licensed premises to advise patrons and the public that: "Warning this property under video surveillance, you are being videotaped" or wording of similar import.
10. The Licensee shall include on their website, on social media platforms, flyers and other forms of paper/physical and digital advertisement that identification is required, that two (2) forms of identification may be required, the type/form of acceptable identification, and the required dress code.
11. The Licensee shall use a moveable sign to advise individuals online to enter the licensed premises that identification is required, that two (2) forms of identification may be required, the type/form of acceptable identification, and the required dress code, as well as continuing to maintain the existing sign with the same information by the entrance to the licensed premises.

12. The Licensee shall require, from Friday evening on Memorial Day weekend through Monday evening on Labor Day weekend, a \$10.00 cover charge for entrance to the licensed premises starting at 12:00 midnight.
13. The Licensee shall prohibit any patron or person, except for employees, who leaves the licensed premises after 1:00 a.m. from re-entering the licensed premises.
14. A representative of the Licensee and/or their security manager shall meet with or have a telephone call with the Deputy Chief of Police on a monthly basis, during the first week of each month.
15. The Deputy Chief shall have the discretion to relax the foregoing conditions after consultation with, and approval of, the Mayor and Council and City Manager, except as provided in Condition 4.

B. This Resolution shall take effect immediately.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-234 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-235

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

OMNIBUS RESOLUTION OF THE CITY OF ASBURY PARK, NEW JERSEY AUTHORIZING VARIOUS DOCUMENTS AND AGREEMENTS IN CONNECTION WITH THE IMPLEMENTATION OF LOT BY LOT DEVELOPMENT IN THE WATERFRONT REDEVELOPMENT AREA

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment and to formulate a plan to address the redevelopment of these area; and

WHEREAS, the City has designated that certain area known as the “Waterfront Redevelopment Area” (the “**Area**” or the “**Redevelopment Area**”) as “an area in need of redevelopment” in accordance with the Act; and

WHEREAS, the City has enacted the “Asbury Park Waterfront Redevelopment Plan” (dated March 15, 2002, and as amended and supplemented from time to time, including on December 7, 2005, the “**Plan**”), which governs redevelopment in the Area; and

WHEREAS, the Plan has been interpreted to require that redevelopment within that portion of the Redevelopment Area designated in the Plan as the Prime Renewal Area be undertaken by redeveloping an entire block at one time, commonly referred to as “block-by-block” redevelopment; and

WHEREAS, concurrently with the adoption of this Resolution, the City has adopted Ordinance 2018-15, permitting “lot-by-lot” development and making certain other amendments and clarifications to the Plan (the “**Plan Amendment**”; the Plan as amended by the Plan Amendment, the “**Amended Plan**”); and

WHEREAS, the City wishes to establish a framework for the implementation of the Amended Plan,

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

I. GENERAL

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

II. FORM OF APPLICATION FOR SUBSEQUENT DEVELOPER STATUS APPROVED

Section 4.7.1 of the Plan Amendment contemplates that the City will authorize a form of application for Subsequent Developer status. The form of application set forth at Exhibit A attached hereto is hereby approved.

III. UPDATED INFRASTRUCTURE COMPONENT REPORT APPROVED

To aid in the implementation of infrastructure in the Prime Renewal Area, on March 26, 2005, the City adopted an infrastructure component report setting forth infrastructure guidelines (the “**2005 Report**”). The updated infrastructure component report attached hereto as Exhibit B is hereby approved, and hereby supersedes and replaces the 2005 Report in its entirety.

IV. EXECUTION OF FIRST AMENDMENT TO MASTER DEVELOPER AGREEMENT AUTHORIZED

(a) The Mayor is hereby authorized to execute an amendment (the “**First Amendment**”) to that certain Amended and Restated Redeveloper and Land Disposition Agreement by and between the City and Asbury Partners, LLC dated October 28, 2002 (the “**Master Developer Agreement**”). The Mayor is hereby authorized to execute the First Amendment, substantially in the form attached hereto as Exhibit C, subject to modification or revision deemed necessary or appropriate in consultation with counsel.

(b) The Clerk of the City is hereby authorized and directed, upon the execution of the First Amendment in accordance with the terms of Section IV(a) hereof, to attest to the signature of the Mayor upon such document and to affix the corporate seal of the City upon such document.

V. EXECUTION OF AMENDMENT TO MASTER SPECIAL ASSESSMENT AGREEMENT AUTHORIZED

(a) The Mayor is hereby authorized to execute an amendment (the “**Amendment to Assessment Agreement**”) to that certain Master Special Assessment Agreement by and between the City and Asbury Partners, LLC dated May 15, 2013. The Mayor is hereby authorized to execute the Amendment to Assessment Agreement, substantially in the form attached hereto as Exhibit D, subject to modification or revision deemed necessary or appropriate in consultation with counsel.

(b) The Clerk of the City is hereby authorized and directed, upon the execution of the Amendment to Assessment Agreement in accordance with the terms of Section V(a) hereof, to attest to the signature of the Mayor upon such document and to affix the corporate seal of the City upon such document.

VI. SEVERABILITY

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution

VII. AVAILABILITY OF THE RESOLUTION

A copy of this Resolution shall be available for public inspection at the offices of the City.

VIII. 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. 2018-235 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

Waterfront Redevelopment Area

Application for Designation as Subsequent Developer

Name of Applicant

Address of Applicant

Address of Project Site

Block Lot(s)

Overview of Application Contents:

- Section I - General instructions regarding the completion of the application
- Section II - Identification of the applicant
- Section III - Detailed description of the Project
- Signature by the applicant
- Exhibits

I. Instructions:

Please complete this application in its entirety and attach all required supporting documentation. Incomplete applications will be returned and may significantly delay the approval process or cause the application to be denied. Applications must be accompanied by an escrow fee in the amount of \$10,000 which shall be payable to and held by the City of Asbury Park, to be drawn upon to defray the costs of professional review of the application by the party to whom the application is submitted. Any escrow fees remaining on deposit at the time of designation of the Subsequent Developer or other conclusion of the review process shall be returned to the applicant. A W-9 form signed by the applicant must accompany the escrow deposit.

One hard copy and electronic copy of completed applications should be submitted to:

**Asbury Partners, LLC
205 Third Avenue
Asbury Park, NJ 07701
Attn: Brian A. Cheripka, Senior Vice President**

If you have any questions regarding the application or the approval process, please contact:

**Brian A. Cheripka, Senior Vice President
Asbury Partners, LLC
(732) 774-1143**

or

**Michael N. Capabianco, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07701
(732) 502-5755**

II. Developer Identification:**A. Name of Applicant:****B. Principal Address:****C. Type of Entity (check one)**

☐ Corporation ☐ LLC ☐ LLP ☐ Partnership ☐ Non-Profit
☐ Other (please specify)

D. Contact Information**1.) Name of Primary Contact:****2.) Contact Numbers:****a. Phone:****b. Fax:****c. Email:****E. Name and Address of Statutory Agent:**

Please list the name and address of the entity upon whom a legal process can be served:

F. Federal Tax Identification Number:**G. Development Experience:**

Please submit evidence of applicant's experience in the field of real estate, development and construction, listing any/all projects where the principal(s) of the applicant were also principal(s) or contractors. Responses should include: (1) project name, (2) project location, (3) a brief narrative description of the project, including project size, type (e.g., residential or commercial) and nature (e.g., for sale or rental), (4) project cost, (5) sources of funding, including identity of

lenders for the referenced project, and (6) a description of the applicant's role in the project. The applicant should provide sufficient information to evidence the applicant's ability and experience to undertake the project proposed herein.

Please provide the necessary information as Exhibit 1 of this application.

H. Disclosure of Ownership:

Please submit a list of the names and addresses of all principals who own more than 10% of any class of stock, or 10% or more of the total stock (if a corporation), or 10% or more of the partnership. In addition, if the Developer has, as one or more of its owners, a corporation or partnership, the ownership of those entities must be similarly disclosed, and that process shall continue down the entire chain of ownership until the names and addresses of every unincorporated stockholder and/or individual partner is disclosed.

Please provide the necessary information as Exhibit 2 of this application.

I. Certificates of Incorporation and Approval:

Please provide a copy of the certificate of incorporation or formation of the applicant filed with the State of New Jersey. Attach the certificate as Exhibit 3 of this application. If organized as an urban renewal entity, please also include a copy of the certificate of approval of the urban renewal entity issued by the State of New Jersey Department of Community Affairs.

J. Authorization to Submit Application:

Please provide a certified copy of a company resolution authorizing submission of the application as Exhibit 4 of this application.

III. Project Description:**A. Applicant's Ownership Interest in the Project Site:**

___ Conventional (Fee Simple) ___ Contract Purchaser ___ Other (specify)

Note: If the Project Site is not owned by the applicant, the written consent of the record owner is required. Please attach as Exhibit 5.

B. Project Type (Please check all that apply):

___ Residential ___ Retail ___ Office ___ Hotel ___ Restaurant
 ___ Service ___ Entertainment ___ Recreation

___ Other (Specify): _____

If the project involves more than one type of usage, indicate the percentage that each usage bears to the overall project measured using square feet of gross area:

___ % Residential ___ % Retail ___ % Office ___ % Hotel ___ % Restaurant
 ___ % Service ___ % Other (Specify): _____

C. Marketing Expectation:

___ For Sale ___ For Lease ___ Both

D. Project Location:

1. Provide all of the street addresses by which the project site is currently known:

2. Provide all tax lots that comprise the project site. Designate lots as they appear on the official tax maps of the City as of the date of this application (i.e. prior to any subdivision associated with the project):

3. Metes and Bounds Description/Survey:

Please attach a metes and bounds description and survey of the project site as Exhibit 6 of this application. If not yet been completed, a plotting on the official tax map may be provided at this time.

E. Deed or Lease Agreement:

Please attach a copy of the deed or lease agreement for the property as Exhibit 7 of this application confirming that the project is under the control of the applicant.

F. Narrative Description of Project:

Provide a brief narrative description of the project, including the height and bulk of proposed improvements, type of construction materials to be used and expected square foot area of each proposed use. Indicate the number and type of each unit to be constructed as part of the project and whether the project will be restricted to any group or groups on the basis of age or income. Include maps, renderings, floor plans and other graphic materials if available. Indicate whether variances or waivers from the requirements of the Waterfront Redevelopment Plan will be required or sought. If so, specify the applicable requirements of the Waterfront Redevelopment Plan, the nature of the variance or exception, and the reason for the relief proposed to be sought. Attach these descriptions as Exhibit 8 of this application.

G. Current Conditions:

1. Provide a brief description of any improvements that are in place currently on the project site and indicate which if any are expected to be reused as part of the project. Please also provide photos of the exterior and interior of the improvements. Attach these items as Exhibit 9 of the application.
2. Provide a list of the current tax assessment (by land, improvements, and total) and annual property taxes for each lot included within the project site. For multiple lots, please provide a total tax assessment (by land, improvements, and total) and total property taxes due for the entire project site. Attach these items at Exhibit 10 to this application.

Are all municipal fees and charges currently levied against each lot, including real estate taxes, special assessments, water charges, sewer charges, permit and license fees, current?

☐ Yes ☐ No If no, please explain: _____.

3. Provide a list showing the current status of all municipal fees and charges which are currently levied against each lot located within the project site, including, without limitation water charges, sewer charges, permit or license fees, fines and/or penalties. Attach these items at Exhibit 10.
4. Provide letters from the City's Zoning, Building, and Code departments indicating that there are no outstanding summonses with respect to the project site. Provide a tax clearance

certificate from the City's Tax Collector. Please attach these items at Exhibit 11 to this application.

H. Proposed Project Professionals

Provide the names and business addresses for any attorney, architect, engineer or planner who will provide professional services in connection with the project. Please attach these items at Exhibit 12 to this application.

I. Project Cost Estimates

1. Provide a detailed cost breakdown for the project, including both hard and soft costs. The estimate should be certified by a licensed architect or engineer. Attach the completed estimate for the entire Project, with the required certification, as Exhibit 13 of this application.
2. For each type of unit to be included within the Project, provide an estimate of the total unit cost for that unit. This may be provided at a summary level, not at the level set forth for the estimate required by section I.1 above. The estimate should also be certified by a licensed architect or engineer. Attach the completed unit estimates, with the required certification, as Exhibit 14 of this application.

J. Project Pro-Forma:

Provide a detailed projection of the estimated revenues and expenses for the project. The projections for all rental projects and for the rental component of mixed-use projects should cover a thirty year period. Pro-formas involving the sale of units should be for the period expected to be needed to complete all sales activity. Applicants proposing for-sale residential projects must attach good faith estimates of the sales prices for each type of unit in a bona fide, arms length transaction. Please attach these items at Exhibit 15 of this application.

K. Project Financing Plan:

1. Provide a detailed explanation of the expected method by which the project will be financed, indicating the amount of equity to be contributed and its source, all public loans and/or grants that are to be used and all private sources of capital. Attach this explanation as Exhibit 16 of this application.

Private Financing Commitments: Provide certified copies of any and all letters from public or private sources of capital indicating an interest, intention and/or commitment to make funds available for the project. Attach these letters as Exhibit 17 of this application.

L. Project Schedule:

Attach a detailed schedule of the key milestone dates in the approval, construction and leasing or sale of the project as Exhibit 18 of this application.

M. Statement of Project Benefits:

Provide a detailed description of the public benefits that would result from the project.

1. Employment: (i) provide a projection of the number and type of construction jobs to be created; (ii) provide a projection of the number and type of permanent jobs to be created, including an estimated pay scale; (iii) describe the steps that the applicant will take to make temporary and permanent job opportunities available to municipal residents, including but not limited to hiring fairs, advertisements, and participation in programs sponsored by governmental or non-profit entities; and (iv) estimate the number of positions that are expected to be filled with municipal residents.
2. Environmental: please describe any environmental remediation that will occur at the property.
3. Municipal revenue: provide a projection of municipal revenue to be generated by the project through the payment of taxes, payments in lieu of taxes, special assessments, water and sewer fees and any other municipal payments.
4. Other: please describe any other public benefits that would result from the project.

Please attach these items at Exhibit 19 to this application.

Signatures

By my signature below, I hereby submit this application on behalf of the applicant named herein. I certify that all of the information contained herein, including, but not limited to the information contained in the Exhibits attached hereto, is true and accurate to the best of my knowledge and belief. I am aware that if any of the information provided is willfully false, that I am, subject to prosecution.

For the Applicant:

Name:
Title:

Date

Sworn to and subscribed before me:

Notary Public

EXHIBITS

The following is a check-list of required exhibits that must be attached to the application and are hereby incorporated as it sets forth at length in the application:

<u>Exhibit #</u>	<u>Description</u>	<u>Included?</u>
1	Development Experience	—
2	Disclosure of Ownership	—
3	Formation Documents	—
4	Resolution Authorizing Submission of Application	—
5	Property Owner Consent	—
6	Metes and Bounds Description/Survey	—
7	Copy of Deed or Lease Agreement	—
8	Narrative Description of Project including zoning analysis	—
9	Current Conditions	—
10	Current Assessments, Taxes, and Municipal Charges	—
11	Tax Clearance Certificate; Letters from Zoning, Building, Code	—
12	Project Professionals	—
13	Total Project Cost Estimate (as certified by Architect or Engineer)	—
14	Cost Estimates for Each Unit Type (as certified by Architect or Engineer)	—
15	Project Pro-Forma	—
16	Project Financing Plan	—
17	Private Financing Commitments	—
18	Project Schedule	—
19	Summary of Project Benefits	—

Exhibit B: The updated infrastructure component report – We could not attach the document due to size, but the link to the final report is as

follows: https://www.dropbox.com/s/bilahu1dlg7ghw/Infrastructure%20Component%20Report_2018_FINAL.pdf?dl=0

This **FIRST AMENDMENT** to that certain **AMENDED AND RESTATED REDEVELOPER AND LAND DISPOSITION AGREEMENT BY AND BETWEEN THE CITY OF ASBURY PARK AND ASBURY PARTNERS, LLC** (the “**First Amendment**”) is dated as of [_____] , 2018 (the “**Effective Date**”) and made by and between the **CITY OF ASBURY PARK**, a municipal corporation of the State of New Jersey with offices at 1 Municipal Plaza, Asbury Park, New Jersey 07701 (the “**City**”) and **ASBURY PARTNERS, L.L.C.**, a limited liability company of the State of New Jersey with offices at 205 Third Avenue, Asbury Park, New Jersey 07701 (the “**Master Developer**”). The City and the Master Developer are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**.”

W I T N E S S E T H:

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment and to formulate a plan to address the redevelopment of these area; and

WHEREAS, the City has designated that certain area known as the “Waterfront Redevelopment Area” (the “**Area**” or the “**Redevelopment Area**”) as “an area in need of redevelopment” in accordance with the Act; and

WHEREAS, the City has enacted the “Asbury Park Waterfront Redevelopment Plan” (dated March 15, 2002, and as amended and supplemented from time to time, including on December 7, 2005, the “**Plan**”), which governs redevelopment in the Area; and

WHEREAS, the City and the Master Developer have entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (the “**2002 Agreement**”, and the 2002 Agreement as modified by this First Amendment, the “**Redeveloper Agreement**”); and

WHEREAS, the Plan has been interpreted to require that redevelopment within that portion of the Redevelopment Area designated in the Plan as the Prime Renewal Area be undertaken by redeveloping an entire block at one time, commonly referred to as “block-by-block” redevelopment; and

WHEREAS, the City and the Master Developer desire to amend the Plan to permit redevelopment of less than an entire block at one time to the extent permitted in that certain plan amendment enacted by Ordinance 2018-15 on [_____] , 2018, which also made certain other amendments and clarifications to the Plan (the “**Plan Amendment**”; the Plan as amended by the Plan Amendment, the “**Amended Plan**”); and

WHEREAS, the City and the Master Developer wish to enter into this First Amendment to clarify the respective rights and obligations of the Parties in connection with the implementation of the Amended Plan,

D R A F T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereto do hereby agree as follows:

SECTION I. Construction. The foregoing recitals are hereby incorporated in this First Amendment by reference as if set forth herein at length. All terms not defined herein shall have the meanings set forth in the 2002 Agreement. Other than as specifically modified by this First Amendment all other terms, conditions and obligations of the 2002 Agreement shall remain unmodified and shall remain in full force and effect.

SECTION II. Definitions. Article I Definitions, Section 1.1 Defined Terms, shall be amended and supplemented as follows:

A. The defined term “Subsequent Agreement” shall be deleted in its entirety and replaced with:

Subsequent Developer Agreement: an agreement by and among the City, a Subsequent Developer and the Master Developer for the redevelopment of a specific parcel or parcels within the Area subject to and in accordance with the Amended Plan, the 2002 Agreement and this First Amendment.

All references in the Redeveloper Agreement to the term “Subsequent Agreement” shall be deleted and replaced with the term “Subsequent Developer Agreement”.

B. The defined term “Subsequent Developer” shall be deleted in its entirety and replaced with:

Subsequent Developer: any owner, purchaser, assignee or transferee of all or part of any property within the Area that is subject to the provisions of the Amended Plan, who has been approved as a Subsequent Developer by the City and the Master Developer in accordance with the Amended Plan and this Agreement, and who has entered into a fully executed Subsequent Developer Agreement with the City and the Master Developer.

SECTION III. The Empress Hotel. Article III Schedule of Development, Section 3.16.4 The Empress Hotel, shall be deleted in its entirety and replaced with:

3.16.4. The Empress Hotel

The Master Developer shall make a good faith effort to acquire the surface parking lot adjoining the Empress Hotel (the “Empress Parking Parcel”) located on a portion of Block 3904, Lot 2 (formerly known as Block 145, Lot 2). If the Master Developer acquires the Empress Parking Parcel, or if Master Developer notifies the City that it has made a good faith effort to acquire the Empress Parking Parcel but has been unsuccessful, then Master Developer will increase the height of the parking structure to be constructed on Block 3904, Lot 1 (formerly known as Block 145, Lot 1) by up to three additional levels in order to make 200 parking spaces available to the general public as paid parking at market rates. In

D R A F T

this event, the three (3) story allowable structures on the Kingsley Street frontage of Block 3904 may be increased by up to two (2) stories above the parking structure, but in no event shall the entire structure exceed eight (8) stories.

SECTION IV. Selection of Subsequent Developers. The following new Article shall be added as follows:

Article 3A Subsequent Developers

3A.1 Review of Subsequent Developers and Redevelopment Projects

The Parties agree to cooperate in good faith in the selection and designation of proposed Subsequent Developers and the approval of their redevelopment projects, as further detailed in Section 4.7.1 of the Plan Amendment, and as set forth below:

1. Any person or entity wishing to redevelop their property or a property in which they have a beneficial interest shall first be designated as a Subsequent Developer. For so long as the Redeveloper Agreement shall be in full force and effect and the Master Developer shall not be in default thereunder (as determined by an arbitrator or court of competent jurisdiction in accordance with the terms of the Redeveloper Agreement, and which default has not been cured or remedied in accordance with such determination, but rather continues unabated), to begin the process of being designated as a Subsequent Developer, a proposed Subsequent Developer shall provide the Master Developer with the information required in the Subsequent Developer Application, the form of which is agreed upon by the City and Master Developer and adopted by Resolution of the City Council from time to time, as well as any escrow and application fees which may be required at the time of submission in accordance with its terms. If the proposed Subsequent Developer is not the record owner of the property for which they request to be designated as Subsequent Developer, they shall include with the submission written permission from the property owner to seek required approvals to become a Subsequent Developer with respect to such property.

2. The Master Developer shall review the submission by a proposed Subsequent Developer in good faith, which review may include, but is not limited to, such factors as: compliance with and effectuation of the goals of the Plan; experience and capability of the proposed Subsequent Developer; and the financial capacity of the proposed Subsequent Developer. The fact that a proposed project may be of a similar project type to, or compete with, a project or proposed project of the Master Developer or another Subsequent Developer shall not constitute a good faith reason for denial of the submission. It is expected that Master Developer's review will take approximately thirty to sixty calendar days following its receipt of a complete Application filed by the proposed Subsequent Developer.

3. If the submission made by a proposed Subsequent Developer is acceptable to the Master Developer, the Master Developer shall submit the proposed Subsequent Developer submission to the City for its review.

4. If Master Developer shall submit an approved proposed Subsequent Developer

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Application to the City for its review, at such time, the proposed Subsequent Developer shall submit such additional application and escrow fees to the City for its review as may be established by City ordinance from time to time.

5. The City shall not be bound to any approval of the proposed Subsequent Developer or its proposed redevelopment project unless and until the City has authorized and executed definitive agreements with respect to the same. Designation as a Subsequent Developer shall require the City's approval and Master Developer's approval, and be evidenced by, the approval and execution of a mutually acceptable Subsequent Developer Agreement by and among the Subsequent Developer, the City and the Master Developer. The Subsequent Developer Agreement and Special Assessment Agreement (as defined in the Infrastructure Ordinance described below) shall be approved contemporaneously, unless the Subsequent Developer has elected to use the Local Improvements Law assessment process, in which case the Subsequent Developer shall be required to notify the City and Master Developer of such election prior to the approval of the Subsequent Developer Agreement. Until and unless the terms contained in this paragraph are satisfied, the proposed Subsequent Developer shall not have the right or ability to proceed to undertake or execute any required or permitted activities under the Plan, the Redeveloper Agreement or the Subsequent Developer Agreement.

3A.2 Arbitration

Should the Master Developer disagree with the City's approval or disapproval of a proposed Subsequent Developer or its project, or should the City disagree with Master Developer's disapproval of a proposed Subsequent Developer or its project, the Party protesting such decision shall, upon thirty days' prior written notice to the other Party and to the proposed Subsequent Developer, submit the same to arbitration pursuant to Section 17.0 of the Redeveloper Agreement. The proposed Subsequent Developer shall be permitted to participate in the arbitration, but shall not be bound by the arbitrator's decision, unless the proposed Subsequent Developer consents to the same.

3A.3 Indemnification

The Master Developer shall hold harmless, defend and indemnify the City, its elected and appointed officials, agents, professionals and employees from any and all litigation, claims, damages and/or costs arising from a challenge to this Agreement, and/or related to the procedure for the selection of Subsequent Developers and the financing of infrastructure and projects as further detailed in Section 4.7 of the Plan Amendment and Article 3A hereof, and/or the Master Developer's decision to disapprove the Subsequent Developer's Application pursuant to Section 4.7.1 of the Plan Amendment and Article 3A hereof. Notwithstanding the foregoing, the Master Developer shall not be obligated to indemnify the City for a challenge to the City's disapproval of a Subsequent Developer Application after such application has been approved by Master Developer, absent manifest error on the part of Master Developer or its professionals. The City agrees that it will, without cost or expense to the City, other than payroll and administrative costs, fully cooperate with and give full assistance to Master Developer in the defense or handling of such litigation, challenges and/or claims, including but not limited to, cooperation with Master Developer's attorneys, consultants or other agents engaged to represent Master Developer and/or

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City in such action. The provisions of this Section 3A.3 are in addition to, and in amplification of, the Master Developer's and the City's obligations in Sections 15.1 and 17.3 of the Redeveloper Agreement.

Section 3A.4 Off-Site Obligations.

Subsequent Developers shall be responsible for certain off-site obligations, including as follows:

(a) sewer charges in the amount of \$3,220 per dwelling unit in accordance with Ordinance adopted February 2, 2005, to be paid in the manner and at the time set forth therein;

(b) payment to the City of \$2,212 per unit (which shall constitute a credit against the applicable Master Developer's obligation next accruing under Article 13 of the 2002 Agreement) to offset the costs of affordable housing and other community initiatives in the City, with one-half of such payment to be due concurrently the application for building permits, and the other half of such payment to be due at the time of application for temporary or permanent certificates of occupancy. Once made, such payments shall not be refundable; and

(c) special assessments for the construction and installation of certain public wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements in the Area. All properties that are "redeveloped" within the meaning of the Redevelopment Law (except for existing residential dwellings of three or less dwelling units, which do not increase the number of dwelling units) shall be specially assessed based upon the benefit conferred or deemed conferred upon such property by the infrastructure improvements in the Area. Such assessments shall be applied so that all redeveloped properties shall contribute their fair and equitable share to the cost of public infrastructure improvements in the Area. In determining such fair and equitable share, reference shall be made to that certain Infrastructure Component Report adopted by the City by resolution dated March 26, 2005, as may be amended from time to time, and such infrastructure cost factors and information as shall be available. Such assessments shall be implemented at the option of the Subsequent Developer and memorialized contemporaneously with the execution of the Subsequent Developer Agreement, in one of the ways described in that certain Special Assessment Ordinance adopted by the City on February 13, 2013 (as amended, including on [_____, 2018], the "**Infrastructure Ordinance**") or in such other special assessment ordinance as may be adopted from time to time, or the City may impose a special assessment on the project site equivalent to the benefit conferred or deemed conferred by the public infrastructure improvements, which shall be calculated and imposed in accordance with N.J.S.A. 40:56-1 et seq.

(d) Regardless of the manner of implementing the special assessments described in (c), above, in all events the Master Developer shall be responsible for installing such public infrastructure pursuant to the terms of the Redeveloper Agreement.

(e) The costs of undertaking such public infrastructure shall be financed as follows:

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1. The City shall use good faith, commercially reasonable efforts to cause Subsequent Developers to enter Special Assessment Agreements (as defined in the Infrastructure Ordinance), in accordance with the terms of the Infrastructure Ordinance.

2. With respect to any for sale housing project, to the extent a Subsequent Developer (including any Master Developer affiliate) shall enter into a Special Assessment Agreement (as defined in the Infrastructure Ordinance) pursuant to the Infrastructure Ordinance, the Parties' obligations with respect to bonds to be secured by the Special Assessment (as defined in the Infrastructure Ordinance) provided thereby and issued pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. ("RAB Bonds") shall be as set forth in that certain Project Finance Agreement dated as of December 20, 2012, by and between Master Developer and the City (the "Project Finance Agreement"), provided however:

a. The tax exempt or taxable interest rate(s) for such RAB Bonds shall be established by the market at the time of issuance, given all relevant market factors, including compliance with applicable tax law and the risk of the project success. Such RAB Bonds shall include such other material terms and conditions as may be agreed upon by the City and the purchaser of the bond. An affiliate of Master Developer shall be obligated to purchase such RAB Bonds to the extent that no readily available market of purchaser(s) at commercially reasonable rates (tax exempt, or taxable, as applicable) can be found for such RAB Bonds by the designated underwriter or placement agent, and such Master Developer affiliate shall be entitled to match any offer at the established market price, to the extent the designated underwriter or placement agent is able to establish a market of purchaser(s) for the RAB Bonds at commercially reasonable rates or otherwise, in which case the RAB Bonds shall be purchased by an affiliate of Master Developer. To the extent a Master Developer affiliate is required to invest in one or more series of RAB Bonds, such affiliate, in its sole discretion, may sell such investment in the secondary market at any such time as a market for same develops, bearing the full risk of profit or loss on any such secondary market transaction.

b. To the extent that the development of the project proposed by Subsequent Developer shall occur prior to the development of fifty percent of the block on which such project is located, Master Developer shall still be obligated to install any then incomplete public infrastructure as is the responsibility of the Master Developer and is identified in an engineer's certification to be required in order to construct and operate such project. Such certification shall be mutually agreed upon by the City Engineer and the engineer retained by the Master Developer. If they cannot agree upon the certification, the City and Master Developer shall select a third, impartial engineer, and the Parties hereby agree to be bound by such engineer's determinations. The Master Developer shall be entitled to requisition, subject to the approval of the City Engineer, the net proceeds of the RAB Bonds relating to such project to install such infrastructure.

c. Any indenture providing for the issuance of RAB Bonds shall provide that RAB Bond proceeds be made available for requisition by the Master Developer for the following uses: (i) in Master Developer's sole discretion, where an affiliate of Master Developer has purchased the RAB Bonds, to reimburse Master Developer for previously incurred expenses or advances for public infrastructure improvements, for costs to install additional public infrastructure improvements, or as otherwise provided pursuant to that certain "Indenture of Trust by and between the City of

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Asbury Park, New Jersey and U.S. Bank National Association, as Trustee,” dated as of July 1, 2013 (Redevelopment Area Bonds, Series 2013 (Waterfront Redevelopment Area Infrastructure Project) (Non-Recourse)) (the “Indenture”); and (ii) where a party other than an affiliate of Master Developer has purchased the RAB Bonds, in the following order: (1) first, to install any then incomplete public infrastructure as is the responsibility of the Master Developer and is identified in an engineer’s certification to be required in order to construct and operate such project; (2) second, to reimburse Master Developer for previously incurred, unreimbursed costs for infrastructure improvements relating to the block on which the property is located, against which the Special Assessment securing such RAB Bond is imposed (the “Development Block”), or, with a supporting engineer’s certificate, previously incurred, unreimbursed costs for infrastructure improvements required in order to construct and operate such project; (3) third, to the extent such proceeds can be used in a commercially reasonable manner, to pay costs of installing public infrastructure improvements on the Development Block; (4) fourth, to the extent such proceeds can be used in a commercially reasonable manner, to pay costs of installing other public infrastructure improvements within the Prime Renewal Area, in accordance with the Infrastructure Component Report; and (5) fifth, to reimburse Master Developer for any other previously incurred, unreimbursed costs for public infrastructure improvements within the Prime Renewal Area. To the extent that the RAB Bond proceeds are insufficient to satisfy the unreimbursed costs of public infrastructure with respect to any project, Master Developer shall be entitled to recoup the difference from a future series of RAB Bonds. To the extent that RAB Bond proceeds exceed the costs of installing public infrastructure improvements or reimbursing Master Developer as otherwise set out in this paragraph, such RAB Bond proceeds shall be applied as set forth in the Indenture.

3. With respect to any project other than a for sale housing project, to the extent a Subsequent Developer (including any Master Developer affiliate) shall enter into both a Subsequent Developer Agreement and a Special Assessment Agreement pursuant to the Infrastructure Ordinance, the Parties hereby agree as follows:

a. The City shall issue one or more series of non-recourse RAB Bonds, which, to the extent permitted by applicable law, shall be federally tax exempt (and taxable if otherwise), secured by the Special Assessment against such Subsequent Developer project in accordance with the Special Assessment Agreement, which RAB Bonds shall be amortized over a term of not more than thirty (30) years, and sized to the extent that the Special Assessment can support the debt service thereon, together with any other terms approved by the Local Finance Board.

b. The tax exempt or taxable interest rate(s) for such RAB Bonds shall be established by the market at the time of issuance, given all relevant market factors, including compliance with applicable tax law and the risk of the project success. Such RAB Bonds shall include such other material terms and conditions as may be agreed upon by the City and the purchaser of the bond. An affiliate of Master Developer shall be obligated to purchase such RAB Bonds to the extent that no readily available market of purchaser(s) at commercially reasonable rates (tax exempt, or taxable, as applicable) can be found for such RAB Bonds by the designated underwriter or placement agent, and such Master Developer affiliate shall be entitled to match any offer at the established market price, to the extent the designated underwriter or placement agent is able to establish a market of purchaser(s) for the RAB Bonds at commercially reasonable rates or

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otherwise, in which case the RAB Bonds shall be purchased by an affiliate of Master Developer. To the extent a Master Developer affiliate is required to invest in one or more series of RAB Bonds, such affiliate, in its sole discretion, may sell such investment in the secondary market at any such time as a market for same develops, bearing the full risk of profit or loss on any such secondary market transaction.

c. To the extent that the development of the project proposed by Subsequent Developer shall occur prior to the development of fifty percent of the block on which such project is located, Master Developer shall still be obligated to install any then incomplete public infrastructure as is the responsibility of the Master Developer and is identified in an engineer's certification to be required in order to construct and operate such project. Such certification shall be mutually agreed upon by the City Engineer and the engineer retained by the Master Developer. If they cannot agree upon the certification, the City and Master Developer shall select a third, impartial engineer, and the Parties hereby agree to be bound by such engineer's determinations. The Master Developer shall be entitled to requisition, subject to the approval of the City Engineer, the net proceeds of the RAB Bonds relating to such project to install such infrastructure.

d. Any indenture providing for the issuance of RAB Bonds shall provide that RAB Bond proceeds be made available for requisition by the Master Developer for the following uses: (i) in Master Developer's sole discretion, where an affiliate of Master Developer has purchased the RAB Bonds, to reimburse Master Developer for previously incurred expenses or advances for public infrastructure improvements, or for costs to install additional public infrastructure improvements; and (ii) where a party other than an affiliate of Master Developer has purchased the RAB Bonds, in the following order: (1) first, to install any then incomplete public infrastructure as is the responsibility of the Master Developer and is identified in an engineer's certification to be required in order to construct and operate such project; (2) second, to reimburse Master Developer for previously incurred, unreimbursed costs for infrastructure improvements relating to the Development Block or, with a supporting engineer's certificate, previously incurred, unreimbursed costs for infrastructure improvements required in order to construct and operate such project; (3) third, to the extent such proceeds can be used in a commercially reasonable manner, to pay costs of installing public infrastructure improvements on the Development Block; (4) fourth, to the extent such proceeds can be used in a commercially reasonable manner, to pay costs of installing other public infrastructure improvements within the Prime Renewal Area, in accordance with the Infrastructure Component Report; and (5) fifth, to reimburse Master Developer for any other previously incurred, unreimbursed costs for public infrastructure improvements within the Prime Renewal Area. To the extent that the RAB Bond proceeds are insufficient to satisfy the unreimbursed costs of public infrastructure with respect to any project, Master Developer shall be entitled to recoup the difference from a future series of RAB Bonds. To the extent that RAB Bond proceeds exceed the costs of installing public infrastructure improvements or reimbursing Master Developer as otherwise set out in this paragraph, such RAB Bond proceeds shall be applied as set forth in the relevant indenture.

4. a. To the extent that any Subsequent Developer does not agree to authorize, execute, and deliver a Special Assessment Agreement as authorized by the Infrastructure Ordinance, the City shall: impose a Special Assessment against the applicable parcel utilizing the process set forth in the Local Improvements Law, as authorized by the Infrastructure Ordinance, and issue bonds

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secured by a special assessment to be imposed against the applicable Subsequent Developer property (the “**City Special Assessment Bond**”), which City Special Assessment Bonds may be further secured by a municipal subsidy agreement if necessary for market access, or otherwise, which City Special Assessment Bonds shall amortize over a term of no more than thirty (30) years, and shall be sized by the City in good faith, in consultation with the City Engineer, based on the anticipated cost of the infrastructure improvements allocable to and benefitting the applicable parcel, as set forth in the Infrastructure Component Report. Neither the Master Developer nor any affiliate of the Master Developer shall have an obligation to purchase the City Special Assessment Bonds, nor shall Master Developer or any affiliate have any obligation to pay any deficiency on the debt service of such City Special Assessment Bonds.

b. To the extent that the development of the project proposed by Subsequent Developer shall occur prior to the development of fifty percent of the block on which such project is located, Master Developer shall still be obligated to install any then incomplete public infrastructure as is the responsibility of the Master Developer and is identified in an engineer’s certification to be required in order to construct and operate such project. Such certification shall be mutually agreed upon by the City Engineer and the engineer retained by the Master Developer. If they cannot agree upon the certification, the City and Master Developer shall select a third, impartial engineer, and the Parties hereby agree to be bound by such engineer’s determinations.

c. The Master Developer shall be entitled to requisition, subject to the approval of the City Engineer, the net proceeds of the City Special Assessment Bonds relating to such project in the following order: (1) first, to install any then incomplete public infrastructure as is the responsibility of the Master Developer and is identified in an engineer’s certification to be required in order to construct and operate such project; (2) second, to reimburse Master Developer for previously incurred, unreimbursed costs for infrastructure improvements relating to the Development Block or, with a supporting engineer’s certificate, previously incurred, unreimbursed costs for infrastructure improvements required in order to construct and operate such project; (3) third, to the extent such proceeds can be used in a commercially reasonable manner, to pay costs of installing public infrastructure improvements on the Development Block; (4) fourth, to the extent such proceeds can be used in a commercially reasonable manner, to pay costs of installing other public infrastructure improvements within the Prime Renewal Area, in accordance with the Infrastructure Component Report; and (5) fifth, to reimburse Master Developer for any other previously incurred, unreimbursed costs for public infrastructure improvements within the Prime Renewal Area. To the extent that the City Special Assessment Bond proceeds are insufficient to satisfy the unreimbursed costs of public infrastructure with respect to any project, Master Developer shall be entitled to recoup the difference from a future series of RAB Bonds or City Special Assessment Bonds. To the extent that the City Special Assessment Bond proceeds exceed the costs of installing public infrastructure improvements or reimbursing Master Developer as otherwise set out in this paragraph, such proceeds shall be applied by the City in its sole discretion in accordance with the Local Improvements Law.

5. Notwithstanding anything to the contrary herein, the affected property owner may pay the full amount of the infrastructure improvements benefitting its property in a single installment, thereby obviating the need for an alternative form of financing. The proceeds of such

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single installment shall be provided to Master Developer for the purpose of installing infrastructure in connection with such project.

6. The City covenants that, unless the Master Developer has, in Master Developer's sole discretion, provided its prior written consent, the City shall not enter into an agreement for payments in lieu of taxes pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., with respect to any property that is subject to a special assessment pursuant to the Infrastructure Ordinance and for which no Special Assessment Agreement has been executed and delivered.

7. If, with respect to a for-sale housing project, the City fails to issue RAB Bonds or City Special Assessment Bonds, as applicable, or fails to make the proceeds of such bonds (or the proceeds of a single installment, as contemplated at Section 3A.4(e)(5) hereof) available to Master Developer for the implementation of infrastructure improvements with respect to such project, the Master Developer may postpone its obligation to construct the public infrastructure improvements with respect to for-sale housing projects until and unless such bonds are issued or such proceeds are made available in accordance herewith.

8. Payment of Deficiency Amounts. (a) With respect to for-sale housing projects, the calculation and payment of any "Deficiency Amount", as such term is defined in the Infrastructure Ordinance, shall be as set forth in the Infrastructure Ordinance.

b. With respect to projects other than for-sale housing projects, the deficiency amount, if any, will be calculated in accordance with the Special Assessment Agreement relating to such project. The parties agree and acknowledge that: (i) to the extent such project is undertaken by Master Developer or an affiliate thereof, such deficiency amount shall be the obligation of Master Developer; and (ii) to the extent such project is undertaken by a Subsequent Developer who is not an affiliate of Master Developer, such deficiency amount shall be the sole obligation of such Subsequent Developer.

SECTION V. Miscellaneous. This Amendment shall be implemented as follows:

A. Entire Agreement. The 2002 Agreement, as amended by this Amendment, contains the entire agreement of the parties with respect to the subject matter hereof. No provision hereof may be modified or waived orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

B. Construction in Event of Conflict. In the event that there is a conflict between the terms of the Project Finance Agreement and the terms of the Redeveloper Agreement, the terms of the Redeveloper Agreement shall control.

C. Signatures/Execution. This Agreement may be executed in counterparts.

[Signatures on the following page]

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[IN WITNESS WHEREOF, each Party hereto has caused this First Amendment to be duly executed as of the date first written above.

CITY OF ASBURY PARK

By: _____

Name: JOHN MOOR

Title: MAYOR

ASBURY PARTNERS, LLC

By: _____

Name: BRIAN CHERIPKA

Title:

Attachment: Exhibit C Form of Amendment to Master Developer Agreement (2018-235 : Various WRA Amendments Documents)

Record and return to:

Glenn F. Scotland, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068

Amendment No. 1 to Master Special Assessment Agreement

By and Between

The City of Asbury Park

and

Asbury Partners, LLC

THIS AMENDMENT NO. 1 to MASTER SPECIAL ASSESSMENT AGREEMENT (hereinafter “**Amendment No. 1**”), is made as of this _____ day of ____, 2018, by and between **ASBURY PARTNERS, LLC** (referred to herein as the “**Master Developer**”), qualified to do business in the State of New Jersey, with offices at 205 Third Avenue, Asbury Park, New Jersey 07712, along with its permitted successors and/or assigns, and **THE CITY OF ASBURY PARK**, a municipal corporation in the County of Monmouth and the State of New Jersey (the “**City**” and the Master Developer being referred to as the “**Parties**”).

WITNESSETH:

WHEREAS, the Parties have entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 with respect to the redevelopment of the Waterfront Redevelopment Area, as defined therein (the “**2002 Redevelopment Agreement**”); and

WHEREAS, in connection with the implementation thereof, on February 20, 2013 the City adopted that certain “ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF” (the “**Original Infrastructure Ordinance**”); and

WHEREAS, in furtherance of the 2002 Redevelopment Agreement and the Original Infrastructure Ordinance, the Parties entered into that certain Master Special Assessment Agreement, dated May 15, 2013 (the “**Original Master Special Assessment Agreement**”); and

WHEREAS, on [____], 2018, the Parties have entered into that certain First Amendment to the 2002 Redevelopment Agreement (the 2002 Redevelopment Agreement, as so amended, the “**Redevelopment Agreement**”); and

WHEREAS, on [____], 2018, the City adopted that certain “AMENDMENT NO. 1 TO AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF” (the “**Amending Ordinance**”, and the Original Infrastructure Ordinance as amended thereby, the “**Infrastructure Ordinance**”); and

WHEREAS, in furtherance of the Redevelopment Agreement and the Infrastructure Ordinance, the Parties have determined to enter into this Amendment No. 1 (the Original Master Special Assessment Agreement as amended hereby the “**Master Special Assessment Agreement**”),

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth above and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Definitions and Construction. The defined terms set forth in the recitals contained in this Amendment No. 1 are incorporated by reference as if set forth at length herein. All capitalized terms not otherwise defined herein shall be ascribed the meaning set forth in the Original Master Special Assessment Agreement.

Section 2. The definition of “Special Assessment Deficiency Amount” in Section 1.02 of the Original Master Special Assessment Agreement is hereby amended and restated as follows:

“Special Assessment Deficiency Amount – shall mean the deficiency amount payable by the Master Developer or Other Redeveloper, as applicable, under Section 3.01(f) hereof.”

Section 3. Section 3.01(a)(iii) Amended and Restated. Section 3.01(a)(iii) of the Original Master Special Assessment Agreement is hereby amended and restated as follows:

“(iii) Unless authorized by separate action of the City, no portion of the costs of the Infrastructure Improvements shall be paid from funds raised from the municipal tax levy or other available funds of the City.”

Section 4. Section 3.01(b) Amended and Restated. Section 3.01(b) of the Original Master Special Assessment Agreement is hereby amended and restated as follows:

“(b) The Special Assessment for each Project Component shall be payable quarterly on February 1, May 1, August 1 and November 1 of each year during the term of this Agreement with the first such installment commencing to accrue on the first day of the month immediately following the earlier of (i) eligibility of the Project Component for the issuance of a Certificate of Occupancy and (ii) the expenditure of all capitalized interest available to pay interest on the RABs.”

Section 5. Section 3.01(f) Amended and Restated. Section 3.01(f) of the Original Master Special Assessment Agreement is hereby amended and restated as follows:

“(f) From and after the recalculation of the Special Assessment as provided in Section 3.01(g) below and in the event that the Pledged Portion of the Special Assessment assessed from time-to-time against any and all Project Components shall be less than (i) the costs relating to the Infrastructure Improvement set forth in Exhibit A, or less than the costs of the Infrastructure Improvements relating to a particular Project Component, or (ii) the amounts required for the payment of principal or redemption price of or interest on any outstanding series of RABs (each of (i) or (ii) being a “**Special Assessment Deficiency Amount**”), then notwithstanding Section 3.01(a)(i) hereof, and in recognition of Section 3.01(a)(iii) hereof, the Master Developer shall have the obligation to pay such Special Assessment Deficiency Amount at the time and in the manner and in the installments that

the Special Assessments are otherwise payable with respect to the Infrastructure Improvements and/or that Project Component, as the case may be, for application in accordance with the terms of the Indenture; provided however, that the obligation for any Special Assessment Deficiency Amount which accrues in respect to a Special Assessment imposed against a Project Component or Unit thereof undertaken by an Other Redeveloper shall be assumed in its entirety solely by such Other Redeveloper, and neither Master Developer or any Developer Affiliate shall have any liability or responsibility therefor. Exhibit D shall be modified to reflect any Special Assessment Deficiency Amount payable in accordance with this Section 3.01(f)."

Section 6. Section 3.01(g) Amended and Restated. Section 3.01(g) of the Original Master Special Assessment Agreement is hereby amended and restated as follows:

"(g) (i) In accordance with Exhibit D, the Special Assessment with respect to a Project Component shall be first calculated at the time of issuance of RABs relating to that Project Component. The Special Assessment shall be recalculated with respect to each Unit at the time of the first transfer of each Unit as set forth in Exhibit D.

(ii) If at the time of recalculation, the Pledged Portion of the Special Assessment with respect to a Unit is less than the initial calculation of the Pledged Portion of the Special Assessment, the Master Developer, or Other Redeveloper pursuant to Section 3.01(f) hereof, as applicable, shall satisfy any Special Assessment Deficiency Amount resulting therefrom by making or causing a Developer Affiliate or Other Redeveloper, as applicable, to make a mandatory Pledged Portion of the Special Assessment prepayment of the Special Assessment Deficiency Amount with respect to such Unit to the Trustee for application in accordance with the Indenture, which prepayment shall be made at or prior to, and as a condition precedent to the transfer of, such Unit. With respect to Units that are undertaken by the Master Developer or a Developer Affiliate, or where the Master Developer or an affiliate thereof is the purchaser of RABs secured by a Special Assessment imposed against a Unit, the Master Developer shall cause a calculation agent to provide written certification as of the date of transfer of each Unit as to the recalculation of the Pledged Portion of the Special Assessment and the calculation of the mandatory prepayment amount such that no Special Assessment Deficiency Amount should exist from and after the recalculation of all Units in a Project Component as described herein."

Section 7. Section 3.02(d) Amended and Restated. Section 3.02(d) of the Original Master Special Assessment Agreement is hereby amended and restated as follows:

"(d) The Parties acknowledge that Master Developer shall have a right to assign its obligations to pay the Special Assessment with respect to any Project Component to the Owner of that Project Component, which Owner shall assume the obligation to pay the Special Assessment. Further, any assignment of the obligation to pay the Special Assessment shall run with the Land to any Owner accepting the assignment and the purchaser of any Unit. Such assignment shall be evidenced by the execution by the Owner of a Special Assessment Agreement agreeing to pay the costs of the Infrastructure Improvements constructed or installed to support that Project Component and thereupon the Master Developer be released and discharged from any liability or obligation so

assigned, except that notwithstanding anything contained herein to the contrary, Master Developer shall not have the right to assign or be released or discharged from its obligation to pay the Special Assessment Deficiency Amount set forth in Section 3.01(f), except for the Special Assessment Deficiency Amounts that are the obligation of an Other Redeveloper pursuant to Section 3.01(f).”

Section 8. Section 6.01 Amended and Restated. Section 6.01 of the Original Master Special Assessment Agreement is hereby amended and restated as follows:

“Notice - Formal notices, demands and communications between and among the City and the Master Developer shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the City:

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
Attn: Michael N. Capabianco, City Manager

with copies to:

Glenn F. Scotland, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068

If to the Master Developer:

Asbury Partners, LLC
205 Third Avenue
Asbury Park, New Jersey 07712
Attn: Brian Cheripka, Senior Vice President

With a copy to:

Chiesa, Shahinian, and Giantomasi PC
One Boland Drive
West Orange, N.J. 07052
Attn: Fredric P. Lavinthal, Esq.

and

Pearlman & Miranda, LLC
 2 Broad Street, Suite 510
 Bloomfield, New Jersey 07003
 Attn: Stephen B. Pearlman, Esq.

Section 9. No Impairment of Payment. Section 6.06 of the Indenture provides in relevant part that “The City will not consent or agree to or permit any amendment, change or modification to the Special Assessment Agreement which would reduce the amounts payable to the City or extend the times when such payments are to be made thereunder.” Master Developer and Bond Portfolio Holdings, LLC, a Delaware limited liability company and the one hundred percent owner of the RABs outstanding as of the date hereof, each agree and acknowledge that this Amendment is in compliance therewith.

Section 10. Ratification. Except as expressly modified by this Amendment No.1, the Original Master Special Assessment Agreement is hereby ratified and confirmed, and remains in full force and effect.

Section 11. Recording. Upon the execution and delivery of this Amendment No. 1, this Amendment No. 1 and the Amending Ordinance shall be filed and recorded with the Monmouth County Clerk by the City, at Master Developer’s expense, such that the Agreement (as amended by this Amendment No. 1) shall be reflected in the land records of the County of Monmouth as a municipal lien upon and a covenant running with each and every parcel of Land and any improvements related thereto.

Section 12. Counterparts. This Amendment No. 1 may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13. Amendments. The Agreement (as amended by this Amendment No. 1) may not be further amended, changed, modified, altered or terminated without the written consent of the parties hereto.

Section 14. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof. In such event the Parties shall confer in good faith and endeavor to reform this Agreement in a manner which is lawful and produces the same or substantially the same results as existed prior to the declaration of illegality or invalidity.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed as of the day and year first above written.

ATTEST:

CITY OF ASBURY PARK

Cindy A. Dye, RMC/CMR
City Clerk

By: _____
John Moor, Mayor

ASBURY PARTNERS, LLC

By: _____

ACKNOWLEDGED AND AGREED TO:

BOND PORTFOLIO HOLDINGS, LLC

By: _____
 Name: _____
 Authorized Signatory

Exhibit D to Resolution

STATE OF NEW JERSEY,
COUNTY OF

SS:

I CERTIFY that on _____, 2018, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park; and
- (c) executed the instrument as the act of the City of Asbury Park.

Notary Public

STATE OF NEW JERSEY,
COUNTY OF

SS:

I CERTIFY that on _____, 2018, _____ personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as _____ of Asbury Partners, LLC;
and
- (c) executed the instrument as the act of Asbury Partners, LLC.

Notary Public



RESOLUTION NO. 2018-236

City of Asbury Park
County of Monmouth
State of New Jersey

OMNIBUS RESOLUTION OF THE CITY OF ASBURY PARK, NEW JERSEY AUTHORIZING VARIOUS DOCUMENTS AND AGREEMENTS IN CONNECTION WITH THE IMPLEMENTATION OF LOT BY LOT DEVELOPMENT IN THE WATERFRONT REDEVELOPMENT AREA

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment and to formulate a plan to address the redevelopment of these area; and

WHEREAS, the City has designated that certain area known as the “Waterfront Redevelopment Area” (the “**Area**” or the “**Redevelopment Area**”) as “an area in need of redevelopment” in accordance with the Act; and

WHEREAS, the City has enacted the “Asbury Park Waterfront Redevelopment Plan” (dated March 15, 2002, and as amended and supplemented from time to time, including on December 7, 2005, the “**Plan**”), which governs redevelopment in the Area; and

WHEREAS, the Plan has been interpreted to require that redevelopment within that portion of the Redevelopment Area designated in the Plan as the Prime Renewal Area be undertaken by redeveloping an entire block at one time, commonly referred to as “block-by-block” redevelopment; and

WHEREAS, concurrently with the adoption of this Resolution, the City has adopted Ordinance 2018-15, permitting “lot-by-lot” development and making certain other amendments and clarifications to the Plan (the “**Plan Amendment**”; the Plan as amended by the Plan Amendment, the “**Amended Plan**”); and

WHEREAS, the City wishes to establish a framework for the implementation of the Amended Plan,

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

I. GENERAL

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

II. FORM OF APPLICATION FOR SUBSEQUENT DEVELOPER STATUS APPROVED

Section 4.7.1 of the Plan Amendment contemplates that the City will authorize a form of application for Subsequent Developer status. The form of application set forth at Exhibit A attached hereto is hereby approved.

III. UPDATED INFRASTRUCTURE COMPONENT REPORT APPROVED

To aid in the implementation of infrastructure in the Prime Renewal Area, on March 26, 2005, the City adopted an infrastructure component report setting forth infrastructure guidelines (the “**2005 Report**”). The updated infrastructure component report attached hereto as Exhibit B is hereby approved, and hereby supersedes and replaces the 2005 Report in its entirety.

IV. EXECUTION OF FIRST AMENDMENT TO MASTER DEVELOPER AGREEMENT AUTHORIZED

(a) The Mayor is hereby authorized to execute an amendment (the “**First Amendment**”) to that certain Amended and Restated Redeveloper and Land Disposition Agreement by and between the City and Asbury Partners, LLC dated October 28, 2002 (the “**Master Developer Agreement**”). The Mayor is hereby authorized to execute the First Amendment, substantially in the form attached hereto as Exhibit C, subject to modification or revision deemed necessary or appropriate in consultation with counsel.

(b) The Clerk of the City is hereby authorized and directed, upon the execution of the First Amendment in accordance with the terms of Section IV(a) hereof, to attest to the signature of the Mayor upon such document and to affix the corporate seal of the City upon such document.

V. EXECUTION OF AMENDMENT TO MASTER SPECIAL ASSESSMENT AGREEMENT AUTHORIZED

(a) The Mayor is hereby authorized to execute an amendment (the “**Amendment to Assessment Agreement**”) to that certain Master Special Assessment Agreement by and between the City and Asbury Partners, LLC dated May 15, 2013. The Mayor is hereby authorized to execute the Amendment to Assessment Agreement, substantially in the form attached hereto as Exhibit D, subject to modification or revision deemed necessary or appropriate in consultation with counsel.

(b) The Clerk of the City is hereby authorized and directed, upon the execution of the Amendment to Assessment Agreement in accordance with the terms of Section V(a) hereof, to attest to the signature of the Mayor upon such document and to affix the corporate seal of the City upon such document.

VI. SEVERABILITY

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution

VII. AVAILABILITY OF THE RESOLUTION

A copy of this Resolution shall be available for public inspection at the offices of the City.

VIII. 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. 2018-236 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 14th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

Waterfront Redevelopment Area

Application for Designation as Subsequent Developer

Name of Applicant

Address of Applicant

Address of Project Site

Block Lot(s)

Overview of Application Contents:

- Section I - General instructions regarding the completion of the application
- Section II - Identification of the applicant
- Section III - Detailed description of the Project
- Signature by the applicant
- Exhibits

I. Instructions:

Please complete this application in its entirety and attach all required supporting documentation. Incomplete applications will be returned and may significantly delay the approval process or cause the application to be denied. Applications must be accompanied by an escrow fee in the amount of \$10,000 which shall be payable to and held by the City of Asbury Park, to be drawn upon to defray the costs of professional review of the application by the party to whom the application is submitted. Any escrow fees remaining on deposit at the time of designation of the Subsequent Developer or other conclusion of the review process shall be returned to the applicant. A W-9 form signed by the applicant must accompany the escrow deposit.

One hard copy and electronic copy of completed applications should be submitted to:

**Asbury Partners, LLC
205 Third Avenue
Asbury Park, NJ 07701
Attn: Brian A. Cheripka, Senior Vice President**

If you have any questions regarding the application or the approval process, please contact:

**Brian A. Cheripka, Senior Vice President
Asbury Partners, LLC
(732) 774-1143**

or

**Michael N. Capabianco, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07701
(732) 502-5755**

II. Developer Identification:**A. Name of Applicant:****B. Principal Address:****C. Type of Entity (check one)**

☐ Corporation ☐ LLC ☐ LLP ☐ Partnership ☐ Non-Profit
☐ Other (please specify)

D. Contact Information**1.) Name of Primary Contact:****2.) Contact Numbers:****a. Phone:****b. Fax:****c. Email:****E. Name and Address of Statutory Agent:**

Please list the name and address of the entity upon whom a legal process can be served:

F. Federal Tax Identification Number:**G. Development Experience:**

Please submit evidence of applicant's experience in the field of real estate, development and construction, listing any/all projects where the principal(s) of the applicant were also principal(s) or contractors. Responses should include: (1) project name, (2) project location, (3) a brief narrative description of the project, including project size, type (e.g., residential or commercial) and nature (e.g., for sale or rental), (4) project cost, (5) sources of funding, including identity of

lenders for the referenced project, and (6) a description of the applicant's role in the project. The applicant should provide sufficient information to evidence the applicant's ability and experience to undertake the project proposed herein.

Please provide the necessary information as Exhibit 1 of this application.

H. Disclosure of Ownership:

Please submit a list of the names and addresses of all principals who own more than 10% of any class of stock, or 10% or more of the total stock (if a corporation), or 10% or more of the partnership. In addition, if the Developer has, as one or more of its owners, a corporation or partnership, the ownership of those entities must be similarly disclosed, and that process shall continue down the entire chain of ownership until the names and addresses of every unincorporated stockholder and/or individual partner is disclosed.

Please provide the necessary information as Exhibit 2 of this application.

I. Certificates of Incorporation and Approval:

Please provide a copy of the certificate of incorporation or formation of the applicant filed with the State of New Jersey. Attach the certificate as Exhibit 3 of this application. If organized as an urban renewal entity, please also include a copy of the certificate of approval of the urban renewal entity issued by the State of New Jersey Department of Community Affairs.

J. Authorization to Submit Application:

Please provide a certified copy of a company resolution authorizing submission of the application as Exhibit 4 of this application.

III. Project Description:**A. Applicant's Ownership Interest in the Project Site:**

___ Conventional (Fee Simple) ___ Contract Purchaser ___ Other (specify)

Note: If the Project Site is not owned by the applicant, the written consent of the record owner is required. Please attach as Exhibit 5.

B. Project Type (Please check all that apply):

___ Residential ___ Retail ___ Office ___ Hotel ___ Restaurant
 ___ Service ___ Entertainment ___ Recreation

___ Other (Specify): _____

If the project involves more than one type of usage, indicate the percentage that each usage bears to the overall project measured using square feet of gross area:

___ % Residential ___ % Retail ___ % Office ___ % Hotel ___ % Restaurant
 ___ % Service ___ % Other (Specify): _____

C. Marketing Expectation:

___ For Sale ___ For Lease ___ Both

D. Project Location:

1. Provide all of the street addresses by which the project site is currently known:

2. Provide all tax lots that comprise the project site. Designate lots as they appear on the official tax maps of the City as of the date of this application (i.e. prior to any subdivision associated with the project):

3. Metes and Bounds Description/Survey:

Please attach a metes and bounds description and survey of the project site as Exhibit 6 of this application. If not yet been completed, a plotting on the official tax map may be provided at this time.

E. Deed or Lease Agreement:

Please attach a copy of the deed or lease agreement for the property as Exhibit 7 of this application confirming that the project is under the control of the applicant.

F. Narrative Description of Project:

Provide a brief narrative description of the project, including the height and bulk of proposed improvements, type of construction materials to be used and expected square foot area of each proposed use. Indicate the number and type of each unit to be constructed as part of the project and whether the project will be restricted to any group or groups on the basis of age or income. Include maps, renderings, floor plans and other graphic materials if available. Indicate whether variances or waivers from the requirements of the Waterfront Redevelopment Plan will be required or sought. If so, specify the applicable requirements of the Waterfront Redevelopment Plan, the nature of the variance or exception, and the reason for the relief proposed to be sought. Attach these descriptions as Exhibit 8 of this application.

G. Current Conditions:

1. Provide a brief description of any improvements that are in place currently on the project site and indicate which if any are expected to be reused as part of the project. Please also provide photos of the exterior and interior of the improvements. Attach these items as Exhibit 9 of the application.
2. Provide a list of the current tax assessment (by land, improvements, and total) and annual property taxes for each lot included within the project site. For multiple lots, please provide a total tax assessment (by land, improvements, and total) and total property taxes due for the entire project site. Attach these items at Exhibit 10 to this application.

Are all municipal fees and charges currently levied against each lot, including real estate taxes, special assessments, water charges, sewer charges, permit and license fees, current?

☐ Yes ☐ No If no, please explain: _____.

3. Provide a list showing the current status of all municipal fees and charges which are currently levied against each lot located within the project site, including, without limitation water charges, sewer charges, permit or license fees, fines and/or penalties. Attach these items at Exhibit 10.
4. Provide letters from the City's Zoning, Building, and Code departments indicating that there are no outstanding summonses with respect to the project site. Provide a tax clearance

certificate from the City's Tax Collector. Please attach these items at Exhibit 11 to this application.

H. Proposed Project Professionals

Provide the names and business addresses for any attorney, architect, engineer or planner who will provide professional services in connection with the project. Please attach these items at Exhibit 12 to this application.

I. Project Cost Estimates

1. Provide a detailed cost breakdown for the project, including both hard and soft costs. The estimate should be certified by a licensed architect or engineer. Attach the completed estimate for the entire Project, with the required certification, as Exhibit 13 of this application.
2. For each type of unit to be included within the Project, provide an estimate of the total unit cost for that unit. This may be provided at a summary level, not at the level set forth for the estimate required by section I.1 above. The estimate should also be certified by a licensed architect or engineer. Attach the completed unit estimates, with the required certification, as Exhibit 14 of this application.

J. Project Pro-Forma:

Provide a detailed projection of the estimated revenues and expenses for the project. The projections for all rental projects and for the rental component of mixed-use projects should cover a thirty year period. Pro-formas involving the sale of units should be for the period expected to be needed to complete all sales activity. Applicants proposing for-sale residential projects must attach good faith estimates of the sales prices for each type of unit in a bona fide, arms length transaction. Please attach these items at Exhibit 15 of this application.

K. Project Financing Plan:

1. Provide a detailed explanation of the expected method by which the project will be financed, indicating the amount of equity to be contributed and its source, all public loans and/or grants that are to be used and all private sources of capital. Attach this explanation as Exhibit 16 of this application.

Private Financing Commitments: Provide certified copies of any and all letters from public or private sources of capital indicating an interest, intention and/or commitment to make funds available for the project. Attach these letters as Exhibit 17 of this application.

L. Project Schedule:

Attach a detailed schedule of the key milestone dates in the approval, construction and leasing or sale of the project as Exhibit 18 of this application.

M. Statement of Project Benefits:

Provide a detailed description of the public benefits that would result from the project.

1. Employment: (i) provide a projection of the number and type of construction jobs to be created; (ii) provide a projection of the number and type of permanent jobs to be created, including an estimated pay scale; (iii) describe the steps that the applicant will take to make temporary and permanent job opportunities available to municipal residents, including but not limited to hiring fairs, advertisements, and participation in programs sponsored by governmental or non-profit entities; and (iv) estimate the number of positions that are expected to be filled with municipal residents.
2. Environmental: please describe any environmental remediation that will occur at the property.
3. Municipal revenue: provide a projection of municipal revenue to be generated by the project through the payment of taxes, payments in lieu of taxes, special assessments, water and sewer fees and any other municipal payments.
4. Other: please describe any other public benefits that would result from the project.

Please attach these items at Exhibit 19 to this application.

Signatures

By my signature below, I hereby submit this application on behalf of the applicant named herein. I certify that all of the information contained herein, including, but not limited to the information contained in the Exhibits attached hereto, is true and accurate to the best of my knowledge and belief. I am aware that if any of the information provided is willfully false, that I am, subject to prosecution.

For the Applicant:

Name:
Title:

Date

Sworn to and subscribed before me:

Notary Public

EXHIBITS

The following is a check-list of required exhibits that must be attached to the application and are hereby incorporated as it sets forth at length in the application:

<u>Exhibit #</u>	<u>Description</u>	<u>Included?</u>
1	Development Experience	—
2	Disclosure of Ownership	—
3	Formation Documents	—
4	Resolution Authorizing Submission of Application	—
5	Property Owner Consent	—
6	Metes and Bounds Description/Survey	—
7	Copy of Deed or Lease Agreement	—
8	Narrative Description of Project including zoning analysis	—
9	Current Conditions	—
10	Current Assessments, Taxes, and Municipal Charges	—
11	Tax Clearance Certificate; Letters from Zoning, Building, Code	—
12	Project Professionals	—
13	Total Project Cost Estimate (as certified by Architect or Engineer)	—
14	Cost Estimates for Each Unit Type (as certified by Architect or Engineer)	—
15	Project Pro-Forma	—
16	Project Financing Plan	—
17	Private Financing Commitments	—
18	Project Schedule	—
19	Summary of Project Benefits	—

Exhibit B: The updated infrastructure component report – We could not attach the document due to size, but the link to the final report is as

follows: https://www.dropbox.com/s/bilahu1dlg7ghw/Infrastructure%20Component%20Report_2018_FINAL.pdf?dl=0

This **FIRST AMENDMENT** to that certain **AMENDED AND RESTATED REDEVELOPER AND LAND DISPOSITION AGREEMENT BY AND BETWEEN THE CITY OF ASBURY PARK AND ASBURY PARTNERS, LLC** (the “**First Amendment**”) is dated as of [_____, 2018 (the “**Effective Date**”) and made by and between the **CITY OF ASBURY PARK**, a municipal corporation of the State of New Jersey with offices at 1 Municipal Plaza, Asbury Park, New Jersey 07701 (the “**City**”) and **ASBURY PARTNERS, L.L.C.**, a limited liability company of the State of New Jersey with offices at 205 Third Avenue, Asbury Park, New Jersey 07701 (the “**Master Developer**”). The City and the Master Developer are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**.”

W I T N E S S E T H:

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment and to formulate a plan to address the redevelopment of these area; and

WHEREAS, the City has designated that certain area known as the “Waterfront Redevelopment Area” (the “**Area**” or the “**Redevelopment Area**”) as “an area in need of redevelopment” in accordance with the Act; and

WHEREAS, the City has enacted the “Asbury Park Waterfront Redevelopment Plan” (dated March 15, 2002, and as amended and supplemented from time to time, including on December 7, 2005, the “**Plan**”), which governs redevelopment in the Area; and

WHEREAS, the City and the Master Developer have entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (the “**2002 Agreement**”, and the 2002 Agreement as modified by this First Amendment, the “**Redeveloper Agreement**”); and

WHEREAS, the Plan has been interpreted to require that redevelopment within that portion of the Redevelopment Area designated in the Plan as the Prime Renewal Area be undertaken by redeveloping an entire block at one time, commonly referred to as “block-by-block” redevelopment; and

WHEREAS, the City and the Master Developer desire to amend the Plan to permit redevelopment of less than an entire block at one time to the extent permitted in that certain plan amendment enacted by Ordinance 2018-15 on [_____, 2018, which also made certain other amendments and clarifications to the Plan (the “**Plan Amendment**”; the Plan as amended by the Plan Amendment, the “**Amended Plan**”); and

WHEREAS, the City and the Master Developer wish to enter into this First Amendment to clarify the respective rights and obligations of the Parties in connection with the implementation of the Amended Plan,

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NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereto do hereby agree as follows:

SECTION I. Construction. The foregoing recitals are hereby incorporated in this First Amendment by reference as if set forth herein at length. All terms not defined herein shall have the meanings set forth in the 2002 Agreement. Other than as specifically modified by this First Amendment all other terms, conditions and obligations of the 2002 Agreement shall remain unmodified and shall remain in full force and effect.

SECTION II. Definitions. Article I Definitions, Section 1.1 Defined Terms, shall be amended and supplemented as follows:

A. The defined term “Subsequent Agreement” shall be deleted in its entirety and replaced with:

Subsequent Developer Agreement: an agreement by and among the City, a Subsequent Developer and the Master Developer for the redevelopment of a specific parcel or parcels within the Area subject to and in accordance with the Amended Plan, the 2002 Agreement and this First Amendment.

All references in the Redeveloper Agreement to the term “Subsequent Agreement” shall be deleted and replaced with the term “Subsequent Developer Agreement”.

B. The defined term “Subsequent Developer” shall be deleted in its entirety and replaced with:

Subsequent Developer: any owner, purchaser, assignee or transferee of all or part of any property within the Area that is subject to the provisions of the Amended Plan, who has been approved as a Subsequent Developer by the City and the Master Developer in accordance with the Amended Plan and this Agreement, and who has entered into a fully executed Subsequent Developer Agreement with the City and the Master Developer.

SECTION III. Selection of Subsequent Developers. The following new Article shall be added as follows:

Article 3A Subsequent Developers

3A.1 Review of Subsequent Developers and Redevelopment Projects

The Parties agree to cooperate in good faith in the selection and designation of proposed Subsequent Developers and the approval of their redevelopment projects, as further detailed in Section 4.7.1 of the Plan Amendment, and as set forth below:

1. Any person or entity wishing to redevelop their property or a property in which they

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have a beneficial interest shall first be designated as a Subsequent Developer. For so long as the Redeveloper Agreement shall be in full force and effect and the Master Developer shall not be in default thereunder (as determined by an arbitrator or court of competent jurisdiction in accordance with the terms of the Redeveloper Agreement, and which default has not been cured or remedied in accordance with such determination, but rather continues unabated), to begin the process of being designated as a Subsequent Developer, a proposed Subsequent Developer shall provide the Master Developer with the information required in the Subsequent Developer Application, the form of which is agreed upon by the City and Master Developer and adopted by Resolution of the City Council from time to time, as well as any escrow and application fees which may be required at the time of submission in accordance with its terms. If the proposed Subsequent Developer is not the record owner of the property for which they request to be designated as Subsequent Developer, they shall include with the submission written permission from the property owner to seek required approvals to become a Subsequent Developer with respect to such property.

2. The Master Developer shall review the submission by a proposed Subsequent Developer in good faith, which review may include, but is not limited to, such factors as: compliance with and effectuation of the goals of the Plan; experience and capability of the proposed Subsequent Developer; and the financial capacity of the proposed Subsequent Developer. The fact that a proposed project may be of a similar project type to, or compete with, a project or proposed project of the Master Developer or another Subsequent Developer shall not constitute a good faith reason for denial of the submission. It is expected that Master Developer's review will take approximately thirty to sixty calendar days following its receipt of a complete Application filed by the proposed Subsequent Developer.

3. If the submission made by a proposed Subsequent Developer is acceptable to the Master Developer, the Master Developer shall submit the proposed Subsequent Developer submission to the City for its review.

4. If Master Developer shall submit an approved proposed Subsequent Developer Application to the City for its review, at such time, the proposed Subsequent Developer shall submit such additional application and escrow fees to the City for its review as may be established by City ordinance from time to time.

5. The City shall not be bound to any approval of the proposed Subsequent Developer or its proposed redevelopment project unless and until the City has authorized and executed definitive agreements with respect to the same. Designation as a Subsequent Developer shall require the City's approval and Master Developer's approval, and be evidenced by, the approval and execution of a mutually acceptable Subsequent Developer Agreement by and among the Subsequent Developer, the City and the Master Developer. The Subsequent Developer Agreement and Special Assessment Agreement (as defined in the Infrastructure Ordinance described below) shall be approved contemporaneously, unless the Subsequent Developer has elected to use the Local Improvements Law assessment process, in which case the Subsequent Developer shall be required to notify the City and Master Developer of such election prior to the approval of the Subsequent Developer Agreement. Until and unless the terms contained in this paragraph are satisfied, the proposed Subsequent Developer shall not have the right or ability to proceed to undertake or execute any required or permitted activities under the Plan, the Redeveloper Agreement or the

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Subsequent Developer Agreement.

3A.2 Arbitration

Should the Master Developer disagree with the City's approval or disapproval of a proposed Subsequent Developer or its project, or should the City disagree with Master Developer's disapproval of a proposed Subsequent Developer or its project, the Party protesting such decision shall, upon thirty days' prior written notice to the other Party and to the proposed Subsequent Developer, submit the same to arbitration pursuant to Section 17.0 of the Redeveloper Agreement. The proposed Subsequent Developer shall be permitted to participate in the arbitration, but shall not be bound by the arbitrator's decision, unless the proposed Subsequent Developer consents to the same.

3A.3 Indemnification

The Master Developer shall hold harmless, defend and indemnify the City, its elected and appointed officials, agents, professionals and employees from any and all litigation, claims, damages and/or costs arising from a challenge to this Agreement, and/or related to the procedure for the selection of Subsequent Developers and the financing of infrastructure and projects as further detailed in Section 4.7 of the Plan Amendment and Article 3A hereof, and/or the Master Developer's decision to disapprove the Subsequent Developer's Application pursuant to Section 4.7.1 of the Plan Amendment and Article 3A hereof. Notwithstanding the foregoing, the Master Developer shall not be obligated to indemnify the City for a challenge to the City's disapproval of a Subsequent Developer Application after such application has been approved by Master Developer, absent manifest error on the part of Master Developer or its professionals. The City agrees that it will, without cost or expense to the City, other than payroll and administrative costs, fully cooperate with and give full assistance to Master Developer in the defense or handling of such litigation, challenges and/or claims, including but not limited to, cooperation with Master Developer's attorneys, consultants or other agents engaged to represent Master Developer and/or City in such action. The provisions of this Section 3A.3 are in addition to, and in amplification of, the Master Developer's and the City's obligations in Sections 15.1 and 17.3 of the Redeveloper Agreement.

Section 3A.4 Off-Site Obligations.

Subsequent Developers shall be responsible for certain off-site obligations, including as follows:

- (a) sewer charges in the amount of \$3,220 per dwelling unit in accordance with Ordinance adopted February 2, 2005, to be paid in the manner and at the time set forth therein;
- (b) payment to the City of \$2,212 per unit (which shall constitute a credit against the applicable Master Developer's obligation next accruing under Article 13 of the 2002 Agreement) to offset the costs of affordable housing and other community initiatives in the City, with one-half of such payment to be due concurrently the application for building permits, and the other half of such payment to be due at the time of application for temporary or permanent certificates of

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occupancy. Once made, such payments shall not be refundable; and

(c) special assessments for the construction and installation of certain public wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements in the Area. All properties that are “redeveloped” within the meaning of the Redevelopment Law (except for existing residential dwellings of three or less dwelling units, which do not increase the number of dwelling units) shall be specially assessed based upon the benefit conferred or deemed conferred upon such property by the infrastructure improvements in the Area. Such assessments shall be applied so that all redeveloped properties shall contribute their fair and equitable share to the cost of public infrastructure improvements in the Area. In determining such fair and equitable share, reference shall be made to that certain Infrastructure Component Report adopted by the City by resolution dated March 26, 2005, as may be amended from time to time, and such infrastructure cost factors and information as shall be available. Such assessments shall be implemented at the option of the Subsequent Developer and memorialized contemporaneously with the execution of the Subsequent Developer Agreement, in one of the ways described in that certain Special Assessment Ordinance adopted by the City on February 13, 2013 (as amended, including on [_____, 2018], the “**Infrastructure Ordinance**”) or in such other special assessment ordinance as may be adopted from time to time, or the City may impose a special assessment on the project site equivalent to the benefit conferred or deemed conferred by the public infrastructure improvements, which shall be calculated and imposed in accordance with N.J.S.A. 40:56-1 et seq.

(d) Regardless of the manner of implementing the special assessments described in (c), above, in all events the Master Developer shall be responsible for installing such public infrastructure pursuant to the terms of the Redeveloper Agreement.

(e) The costs of undertaking such public infrastructure shall be financed as follows:

1. The City shall use good faith, commercially reasonable efforts to cause Subsequent Developers to enter Special Assessment Agreements (as defined in the Infrastructure Ordinance), in accordance with the terms of the Infrastructure Ordinance.

2. With respect to any for sale housing project, to the extent a Subsequent Developer (including any Master Developer affiliate) shall enter into a Special Assessment Agreement (as defined in the Infrastructure Ordinance) pursuant to the Infrastructure Ordinance, the Parties’ obligations with respect to bonds to be secured by the Special Assessment (as defined in the Infrastructure Ordinance) provided thereby and issued pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. (“RAB Bonds”) shall be as set forth in that certain Project Finance Agreement dated as of December 20, 2012, by and between Master Developer and the City (the “Project Finance Agreement”), provided however:

a. The tax exempt or taxable interest rate(s) for such RAB Bonds shall be established by the market at the time of issuance, given all relevant market factors, including compliance with applicable tax law and the risk of the project success. Such RAB Bonds shall include such other material terms and conditions as may be agreed upon by the City and the purchaser of the bond. An affiliate of Master Developer shall be obligated to purchase such RAB Bonds to the extent that no readily available market of purchaser(s) at commercially reasonable rates (tax exempt, or

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taxable, as applicable) can be found for such RAB Bonds by the designated underwriter or placement agent, and such Master Developer affiliate shall be entitled to match any offer at the established market price, to the extent the designated underwriter or placement agent is able to establish a market of purchaser(s) for the RAB Bonds at commercially reasonable rates or otherwise, in which case the RAB Bonds shall be purchased by an affiliate of Master Developer. To the extent a Master Developer affiliate is required to invest in one or more series of RAB Bonds, such affiliate, in its sole discretion, may sell such investment in the secondary market at any such time as a market for same develops, bearing the full risk of profit or loss on any such secondary market transaction.

b. To the extent that the development of the project proposed by Subsequent Developer shall occur prior to the development of fifty percent of the block on which such project is located, Master Developer shall still be obligated to install any then incomplete public infrastructure as is the responsibility of the Master Developer and is identified in an engineer's certification to be required in order to construct and operate such project. Such certification shall be mutually agreed upon by the City Engineer and the engineer retained by the Master Developer. If they cannot agree upon the certification, the City and Master Developer shall select a third, impartial engineer, and the Parties hereby agree to be bound by such engineer's determinations. The Master Developer shall be entitled to requisition, subject to the approval of the City Engineer, the net proceeds of the RAB Bonds relating to such project to install such infrastructure.

c. Any indenture providing for the issuance of RAB Bonds shall provide that RAB Bond proceeds be made available for requisition by the Master Developer for the following uses: (i) in Master Developer's sole discretion, where an affiliate of Master Developer has purchased the RAB Bonds, to reimburse Master Developer for previously incurred expenses or advances for public infrastructure improvements, for costs to install additional public infrastructure improvements, or as otherwise provided pursuant to that certain "Indenture of Trust by and between the City of Asbury Park, New Jersey and U.S. Bank National Association, as Trustee," dated as of July 1, 2013 (Redevelopment Area Bonds, Series 2013 (Waterfront Redevelopment Area Infrastructure Project) (Non-Recourse)) (the "Indenture"); and (ii) where a party other than an affiliate of Master Developer has purchased the RAB Bonds, in the following order: (1) first, to install any then incomplete public infrastructure as is the responsibility of the Master Developer and is identified in an engineer's certification to be required in order to construct and operate such project; (2) second, to reimburse Master Developer for previously incurred, unreimbursed costs for infrastructure improvements relating to the block on which the property is located, against which the Special Assessment securing such RAB Bond is imposed (the "Development Block"), or, with a supporting engineer's certificate, previously incurred, unreimbursed costs for infrastructure improvements required in order to construct and operate such project; (3) third, to the extent such proceeds can be used in a commercially reasonable manner, to pay costs of installing public infrastructure improvements on the Development Block; (4) fourth, to the extent such proceeds can be used in a commercially reasonable manner, to pay costs of installing other public infrastructure improvements within the Prime Renewal Area, in accordance with the Infrastructure Component Report; and (5) fifth, to reimburse Master Developer for any other previously incurred, unreimbursed costs for public infrastructure improvements within the Prime Renewal Area. To the extent that the RAB Bond proceeds are insufficient to satisfy the unreimbursed costs of public infrastructure with respect to any project, Master Developer shall be

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entitled to recoup the difference from a future series of RAB Bonds. To the extent that RAB Bond proceeds exceed the costs of installing public infrastructure improvements or reimbursing Master Developer as otherwise set out in this paragraph, such RAB Bond proceeds shall be applied as set forth in the Indenture.

3. With respect to any project other than a for sale housing project, to the extent a Subsequent Developer (including any Master Developer affiliate) shall enter into both a Subsequent Developer Agreement and a Special Assessment Agreement pursuant to the Infrastructure Ordinance, the Parties hereby agree as follows:

a. The City shall issue one or more series of non-recourse RAB Bonds, which, to the extent permitted by applicable law, shall be federally tax exempt (and taxable if otherwise), secured by the Special Assessment against such Subsequent Developer project in accordance with the Special Assessment Agreement, which RAB Bonds shall be amortized over a term of not more than thirty (30) years, and sized to the extent that the Special Assessment can support the debt service thereon, together with any other terms approved by the Local Finance Board.

b. The tax exempt or taxable interest rate(s) for such RAB Bonds shall be established by the market at the time of issuance, given all relevant market factors, including compliance with applicable tax law and the risk of the project success. Such RAB Bonds shall include such other material terms and conditions as may be agreed upon by the City and the purchaser of the bond. An affiliate of Master Developer shall be obligated to purchase such RAB Bonds to the extent that no readily available market of purchaser(s) at commercially reasonable rates (tax exempt, or taxable, as applicable) can be found for such RAB Bonds by the designated underwriter or placement agent, and such Master Developer affiliate shall be entitled to match any offer at the established market price, to the extent the designated underwriter or placement agent is able to establish a market of purchaser(s) for the RAB Bonds at commercially reasonable rates or otherwise, in which case the RAB Bonds shall be purchased by an affiliate of Master Developer. To the extent a Master Developer affiliate is required to invest in one or more series of RAB Bonds, such affiliate, in its sole discretion, may sell such investment in the secondary market at any such time as a market for same develops, bearing the full risk of profit or loss on any such secondary market transaction.

c. To the extent that the development of the project proposed by Subsequent Developer shall occur prior to the development of fifty percent of the block on which such project is located, Master Developer shall still be obligated to install any then incomplete public infrastructure as is the responsibility of the Master Developer and is identified in an engineer's certification to be required in order to construct and operate such project. Such certification shall be mutually agreed upon by the City Engineer and the engineer retained by the Master Developer. If they cannot agree upon the certification, the City and Master Developer shall select a third, impartial engineer, and the Parties hereby agree to be bound by such engineer's determinations. The Master Developer shall be entitled to requisition, subject to the approval of the City Engineer, the net proceeds of the RAB Bonds relating to such project to install such infrastructure.

d. Any indenture providing for the issuance of RAB Bonds shall provide that RAB Bond proceeds be made available for requisition by the Master Developer for the following uses: (i) in

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Master Developer's sole discretion, where an affiliate of Master Developer has purchased the RAB Bonds, to reimburse Master Developer for previously incurred expenses or advances for public infrastructure improvements, or for costs to install additional public infrastructure improvements; and (ii) where a party other than an affiliate of Master Developer has purchased the RAB Bonds, in the following order: (1) first, to install any then incomplete public infrastructure as is the responsibility of the Master Developer and is identified in an engineer's certification to be required in order to construct and operate such project; (2) second, to reimburse Master Developer for previously incurred, unreimbursed costs for infrastructure improvements relating to the Development Block or, with a supporting engineer's certificate, previously incurred, unreimbursed costs for infrastructure improvements required in order to construct and operate such project; (3) third, to the extent such proceeds can be used in a commercially reasonable manner, to pay costs of installing public infrastructure improvements on the Development Block; (4) fourth, to the extent such proceeds can be used in a commercially reasonable manner, to pay costs of installing other public infrastructure improvements within the Prime Renewal Area, in accordance with the Infrastructure Component Report; and (5) fifth, to reimburse Master Developer for any other previously incurred, unreimbursed costs for public infrastructure improvements within the Prime Renewal Area. To the extent that the RAB Bond proceeds are insufficient to satisfy the unreimbursed costs of public infrastructure with respect to any project, Master Developer shall be entitled to recoup the difference from a future series of RAB Bonds. To the extent that RAB Bond proceeds exceed the costs of installing public infrastructure improvements or reimbursing Master Developer as otherwise set out in this paragraph, such RAB Bond proceeds shall be applied as set forth in the relevant indenture.

4. a. To the extent that any Subsequent Developer does not agree to authorize, execute, and deliver a Special Assessment Agreement as authorized by the Infrastructure Ordinance, the City shall: impose a Special Assessment against the applicable parcel utilizing the process set forth in the Local Improvements Law, as authorized by the Infrastructure Ordinance, and issue bonds secured by a special assessment to be imposed against the applicable Subsequent Developer property (the "**City Special Assessment Bond**"), which City Special Assessment Bonds may be further secured by a municipal subsidy agreement if necessary for market access, or otherwise, which City Special Assessment Bonds shall amortize over a term of no more than thirty (30) years, and shall be sized by the City in good faith, in consultation with the City Engineer, based on the anticipated cost of the infrastructure improvements allocable to and benefitting the applicable parcel, as set forth in the Infrastructure Component Report. Neither the Master Developer nor any affiliate of the Master Developer shall have an obligation to purchase the City Special Assessment Bonds, nor shall Master Developer or any affiliate have any obligation to pay any deficiency on the debt service of such City Special Assessment Bonds.

b. To the extent that the development of the project proposed by Subsequent Developer shall occur prior to the development of fifty percent of the block on which such project is located, Master Developer shall still be obligated to install any then incomplete public infrastructure as is the responsibility of the Master Developer and is identified in an engineer's certification to be required in order to construct and operate such project. Such certification shall be mutually agreed upon by the City Engineer and the engineer retained by the Master Developer. If they cannot agree upon the certification, the City and Master Developer shall select a third, impartial engineer, and the Parties hereby agree to be bound by such engineer's determinations.

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c. The Master Developer shall be entitled to requisition, subject to the approval of the City Engineer, the net proceeds of the City Special Assessment Bonds relating to such project in the following order: (1) first, to install any then incomplete public infrastructure as is the responsibility of the Master Developer and is identified in an engineer's certification to be required in order to construct and operate such project; (2) second, to reimburse Master Developer for previously incurred, unreimbursed costs for infrastructure improvements relating to the Development Block or, with a supporting engineer's certificate, previously incurred, unreimbursed costs for infrastructure improvements required in order to construct and operate such project; (3) third, to the extent such proceeds can be used in a commercially reasonable manner, to pay costs of installing public infrastructure improvements on the Development Block; (4) fourth, to the extent such proceeds can be used in a commercially reasonable manner, to pay costs of installing other public infrastructure improvements within the Prime Renewal Area, in accordance with the Infrastructure Component Report; and (5) fifth, to reimburse Master Developer for any other previously incurred, unreimbursed costs for public infrastructure improvements within the Prime Renewal Area. To the extent that the City Special Assessment Bond proceeds are insufficient to satisfy the unreimbursed costs of public infrastructure with respect to any project, Master Developer shall be entitled to recoup the difference from a future series of RAB Bonds or City Special Assessment Bonds. To the extent that the City Special Assessment Bond proceeds exceed the costs of installing public infrastructure improvements or reimbursing Master Developer as otherwise set out in this paragraph, such proceeds shall be applied by the City in its sole discretion in accordance with the Local Improvements Law.

5. Notwithstanding anything to the contrary herein, the affected property owner may pay the full amount of the infrastructure improvements benefitting its property in a single installment, thereby obviating the need for an alternative form of financing. The proceeds of such single installment shall be provided to Master Developer for the purpose of installing infrastructure in connection with such project.

6. The City covenants that, unless the Master Developer has, in Master Developer's sole discretion, provided its prior written consent, the City shall not enter into an agreement for payments in lieu of taxes pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., with respect to any property that is subject to a special assessment pursuant to the Infrastructure Ordinance and for which no Special Assessment Agreement has been executed and delivered.

7. If, with respect to a for-sale housing project, the City fails to issue RAB Bonds or City Special Assessment Bonds, as applicable, or fails to make the proceeds of such bonds (or the proceeds of a single installment, as contemplated at Section 3A.4(e)(5) hereof) available to Master Developer for the implementation of infrastructure improvements with respect to such project, the Master Developer may postpone its obligation to construct the public infrastructure improvements with respect to for-sale housing projects until and unless such bonds are issued or such proceeds are made available in accordance herewith.

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8. Payment of Deficiency Amounts. (a) With respect to for-sale housing projects, the calculation and payment of any “Deficiency Amount”, as such term is defined in the Infrastructure Ordinance, shall be as set forth in the Infrastructure Ordinance.

b. With respect to projects other than for-sale housing projects, the deficiency amount, if any, will be calculated in accordance with the Special Assessment Agreement relating to such project. The parties agree and acknowledge that: (i) to the extent such project is undertaken by Master Developer or an affiliate thereof, such deficiency amount shall be the obligation of Master Developer; and (ii) to the extent such project is undertaken by a Subsequent Developer who is not an affiliate of Master Developer, such deficiency amount shall be the sole obligation of such Subsequent Developer.

SECTION IV. Miscellaneous. This Amendment shall be implemented as follows:

A. Entire Agreement. The 2002 Agreement, as amended by this Amendment, contains the entire agreement of the parties with respect to the subject matter hereof. No provision hereof may be modified or waived orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

B. Construction in Event of Conflict. In the event that there is a conflict between the terms of the Project Finance Agreement and the terms of the Redeveloper Agreement, the terms of the Redeveloper Agreement shall control.

C. Signatures/Execution. This Agreement may be executed in counterparts.

[Signatures on the following page]

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[IN WITNESS WHEREOF, each Party hereto has caused this First Amendment to be duly executed as of the date first written above.

CITY OF ASBURY PARK

By: _____
Name: JOHN MOOR
Title: MAYOR

ASBURY PARTNERS, LLC

By: _____
Name: BRIAN CHERIPKA
Title:

Record and return to:

Glenn F. Scotland, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068

Amendment No. 1 to Master Special Assessment Agreement

By and Between

The City of Asbury Park

and

Asbury Partners, LLC

THIS AMENDMENT NO. 1 to MASTER SPECIAL ASSESSMENT AGREEMENT (hereinafter “**Amendment No. 1**”), is made as of this _____ day of ____, 2018, by and between **ASBURY PARTNERS, LLC** (referred to herein as the “**Master Developer**”), qualified to do business in the State of New Jersey, with offices at 205 Third Avenue, Asbury Park, New Jersey 07712, along with its permitted successors and/or assigns, and **THE CITY OF ASBURY PARK**, a municipal corporation in the County of Monmouth and the State of New Jersey (the “**City**” and the Master Developer being referred to as the “**Parties**”).

WITNESSETH:

WHEREAS, the Parties have entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 with respect to the redevelopment of the Waterfront Redevelopment Area, as defined therein (the “**2002 Redevelopment Agreement**”); and

WHEREAS, in connection with the implementation thereof, on February 20, 2013 the City adopted that certain “ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETSCAPE, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF” (the “**Original Infrastructure Ordinance**”); and

WHEREAS, in furtherance of the 2002 Redevelopment Agreement and the Original Infrastructure Ordinance, the Parties entered into that certain Master Special Assessment Agreement, dated May 15, 2013 (the “**Original Master Special Assessment Agreement**”); and

WHEREAS, on [____], 2018, the Parties have entered into that certain First Amendment to the 2002 Redevelopment Agreement (the 2002 Redevelopment Agreement, as so amended, the “**Redevelopment Agreement**”); and

WHEREAS, on [____], 2018, the City adopted that certain “AMENDMENT NO. 1 TO AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETSCAPE, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF” (the “**Amending Ordinance**”, and the Original Infrastructure Ordinance as amended thereby, the “**Infrastructure Ordinance**”); and

WHEREAS, in furtherance of the Redevelopment Agreement and the Infrastructure Ordinance, the Parties have determined to enter into this Amendment No. 1 (the Original Master Special Assessment Agreement as amended hereby the “**Master Special Assessment Agreement**”),

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth above and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Definitions and Construction. The defined terms set forth in the recitals contained in this Amendment No. 1 are incorporated by reference as if set forth at length herein. All capitalized terms not otherwise defined herein shall be ascribed the meaning set forth in the Original Master Special Assessment Agreement.

Section 2. The definition of “Special Assessment Deficiency Amount” in Section 1.02 of the Original Master Special Assessment Agreement is hereby amended and restated as follows:

“Special Assessment Deficiency Amount – shall mean the deficiency amount payable by the Master Developer or Other Redeveloper, as applicable, under Section 3.01(f) hereof.”

Section 3. Section 3.01(a)(iii) Amended and Restated. Section 3.01(a)(iii) of the Original Master Special Assessment Agreement is hereby amended and restated as follows:

“(iii) Unless authorized by separate action of the City, no portion of the costs of the Infrastructure Improvements shall be paid from funds raised from the municipal tax levy or other available funds of the City.”

Section 4. Section 3.01(b) Amended and Restated. Section 3.01(b) of the Original Master Special Assessment Agreement is hereby amended and restated as follows:

“(b) The Special Assessment for each Project Component shall be payable quarterly on February 1, May 1, August 1 and November 1 of each year during the term of this Agreement with the first such installment commencing to accrue on the first day of the month immediately following the earlier of (i) eligibility of the Project Component for the issuance of a Certificate of Occupancy and (ii) the expenditure of all capitalized interest available to pay interest on the RABs.”

Section 5. Section 3.01(f) Amended and Restated. Section 3.01(f) of the Original Master Special Assessment Agreement is hereby amended and restated as follows:

“(f) From and after the recalculation of the Special Assessment as provided in Section 3.01(g) below and in the event that the Pledged Portion of the Special Assessment assessed from time-to-time against any and all Project Components shall be less than (i) the costs relating to the Infrastructure Improvement set forth in Exhibit A, or less than the costs of the Infrastructure Improvements relating to a particular Project Component, or (ii) the amounts required for the payment of principal or redemption price of or interest on any outstanding series of RABs (each of (i) or (ii) being a “**Special Assessment Deficiency Amount**”), then notwithstanding Section 3.01(a)(i) hereof, and in recognition of Section 3.01(a)(iii) hereof, the Master Developer shall have the obligation to pay such Special Assessment Deficiency Amount at the time and in the manner and in the installments that

the Special Assessments are otherwise payable with respect to the Infrastructure Improvements and/or that Project Component, as the case may be, for application in accordance with the terms of the Indenture; provided however, that the obligation for any Special Assessment Deficiency Amount which accrues in respect to a Special Assessment imposed against a Project Component or Unit thereof undertaken by an Other Redeveloper shall be assumed in its entirety solely by such Other Redeveloper, and neither Master Developer or any Developer Affiliate shall have any liability or responsibility therefor. Exhibit D shall be modified to reflect any Special Assessment Deficiency Amount payable in accordance with this Section 3.01(f).”

Section 6. Section 3.01(g) Amended and Restated. Section 3.01(g) of the Original Master Special Assessment Agreement is hereby amended and restated as follows:

“(g) (i) In accordance with Exhibit D, the Special Assessment with respect to a Project Component shall be first calculated at the time of issuance of RABs relating to that Project Component. The Special Assessment shall be recalculated with respect to each Unit at the time of the first transfer of each Unit as set forth in Exhibit D.

(ii) If at the time of recalculation, the Pledged Portion of the Special Assessment with respect to a Unit is less than the initial calculation of the Pledged Portion of the Special Assessment, the Master Developer, or Other Redeveloper pursuant to Section 3.01(f) hereof, as applicable, shall satisfy any Special Assessment Deficiency Amount resulting therefrom by making or causing a Developer Affiliate or Other Redeveloper, as applicable, to make a mandatory Pledged Portion of the Special Assessment prepayment of the Special Assessment Deficiency Amount with respect to such Unit to the Trustee for application in accordance with the Indenture, which prepayment shall be made at or prior to, and as a condition precedent to the transfer of, such Unit. With respect to Units that are undertaken by the Master Developer or a Developer Affiliate, or where the Master Developer or an affiliate thereof is the purchaser of RABs secured by a Special Assessment imposed against a Unit, the Master Developer shall cause a calculation agent to provide written certification as of the date of transfer of each Unit as to the recalculation of the Pledged Portion of the Special Assessment and the calculation of the mandatory prepayment amount such that no Special Assessment Deficiency Amount should exist from and after the recalculation of all Units in a Project Component as described herein.”

Section 7. Section 3.02(d) Amended and Restated. Section 3.02(d) of the Original Master Special Assessment Agreement is hereby amended and restated as follows:

“(d) The Parties acknowledge that Master Developer shall have a right to assign its obligations to pay the Special Assessment with respect to any Project Component to the Owner of that Project Component, which Owner shall assume the obligation to pay the Special Assessment. Further, any assignment of the obligation to pay the Special Assessment shall run with the Land to any Owner accepting the assignment and the purchaser of any Unit. Such assignment shall be evidenced by the execution by the Owner of a Special Assessment Agreement agreeing to pay the costs of the Infrastructure Improvements constructed or installed to support that Project Component and thereupon the Master Developer be released and discharged from any liability or obligation so

assigned, except that notwithstanding anything contained herein to the contrary, Master Developer shall not have the right to assign or be released or discharged from its obligation to pay the Special Assessment Deficiency Amount set forth in Section 3.01(f), except for the Special Assessment Deficiency Amounts that are the obligation of an Other Redeveloper pursuant to Section 3.01(f).”

Section 8. Section 6.01 Amended and Restated. Section 6.01 of the Original Master Special Assessment Agreement is hereby amended and restated as follows:

“Notice - Formal notices, demands and communications between and among the City and the Master Developer shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the City:

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
Attn: Michael N. Capabianco, City Manager

with copies to:

Glenn F. Scotland, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068

If to the Master Developer:

Asbury Partners, LLC
205 Third Avenue
Asbury Park, New Jersey 07712
Attn: Brian Cheripka, Senior Vice President

With a copy to:

Chiesa, Shahinian, and Giantomasi PC
One Boland Drive
West Orange, N.J. 07052
Attn: Fredric P. Lavinthal, Esq.

and

Pearlman & Miranda, LLC
 2 Broad Street, Suite 510
 Bloomfield, New Jersey 07003
 Attn: Stephen B. Pearlman, Esq.

Section 9. No Impairment of Payment. Section 6.06 of the Indenture provides in relevant part that “The City will not consent or agree to or permit any amendment, change or modification to the Special Assessment Agreement which would reduce the amounts payable to the City or extend the times when such payments are to be made thereunder.” Master Developer and Bond Portfolio Holdings, LLC, a Delaware limited liability company and the one hundred percent owner of the RABs outstanding as of the date hereof, each agree and acknowledge that this Amendment is in compliance therewith.

Section 10. Ratification. Except as expressly modified by this Amendment No.1, the Original Master Special Assessment Agreement is hereby ratified and confirmed, and remains in full force and effect.

Section 11. Recording. Upon the execution and delivery of this Amendment No. 1, this Amendment No. 1 and the Amending Ordinance shall be filed and recorded with the Monmouth County Clerk by the City, at Master Developer’s expense, such that the Agreement (as amended by this Amendment No. 1) shall be reflected in the land records of the County of Monmouth as a municipal lien upon and a covenant running with each and every parcel of Land and any improvements related thereto.

Section 12. Counterparts. This Amendment No. 1 may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13. Amendments. The Agreement (as amended by this Amendment No. 1) may not be further amended, changed, modified, altered or terminated without the written consent of the parties hereto.

Section 14. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof. In such event the Parties shall confer in good faith and endeavor to reform this Agreement in a manner which is lawful and produces the same or substantially the same results as existed prior to the declaration of illegality or invalidity.

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IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed as of the day and year first above written.

ATTEST:

CITY OF ASBURY PARK

Cindy A. Dye, RMC/CMR
City Clerk

By: _____
John Moor, Mayor

ASBURY PARTNERS, LLC

By: _____

ACKNOWLEDGED AND AGREED TO:

BOND PORTFOLIO HOLDINGS, LLC

By: _____
 Name: _____
 Authorized Signatory

Exhibit D to Resolution

STATE OF NEW JERSEY,
COUNTY OF

SS:

I CERTIFY that on _____, 2018, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park; and
- (c) executed the instrument as the act of the City of Asbury Park.

Notary Public

STATE OF NEW JERSEY,
COUNTY OF

SS:

I CERTIFY that on _____, 2018, _____ personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as _____ of Asbury Partners, LLC;
and
- (c) executed the instrument as the act of Asbury Partners, LLC.

Notary Public



**Asbury Park, New Jersey
ORDINANCE NO. 2018-28**

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

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning time limit, prohibited parking during certain hours, and permit parking within the City; and

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

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee on a continuous basis; 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 amended parking regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented as attached as Exhibit A.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-28 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CINDY A. DYE
CITY CLERK

EXHIBIT A

Deletions are denoted as strikethrough and additions are underlined.

7-11 TIME LIMIT PARKING.**7-11.1 Parking Time Limited on Certain Streets.**

No person shall park a vehicle for longer than the time limit between the hours listed on any day (except Sundays and public holidays) upon any of the streets or parts of streets described.

<i>Name of Street</i>	<i>Sides</i>	<i>Hours</i>	<i>Time Limit</i>	<i>Location</i>
<u>Grand Avenue</u>	<u>West</u>	<u>8:30 a.m. to 3:30 p.m.</u>	<u>15 minutes</u>	<u>Beginning at a point 25 feet north of the northwest corner of Grand Avenue and Sewall Avenue and extending north 65 feet along with west curb line</u>

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

No person shall park or stand a vehicle between the hours specified any day (except Sundays and public holidays) upon any of the streets described, except where other parking regulations have been provided for. (2000 Code § 7-14; Ord. No. 1197 § 1; Ord. No. 2012 § 1; Ord. No. 2062 § 1; Ord. No. 2243 § 1; Ord. No. 2253 § 1; Ord. No. 2299 § 1; Ord. No. 2320 § 1; Ord. No. 2342 § 1; Ord. No. 3057; Ord. No. 3058)

Monday Through Friday

<i><u>Name of Street</u></i>	<i><u>Sides</u></i>	<i><u>Hours</u></i>	<i><u>Location</u></i>
<u>Monroe Avenue</u>	<u>North</u>	<u>7:00 a.m. to 7:00 p.m.</u>	<u>Beginning at a point 25 feet east of the northeast corner of Main Street and Monroe Avenue and extending east 25 feet along the northern curb line</u>

Tuesdays

<u>Heck Street</u>	<u>East</u>	<u>9:00 a.m. to 11:00 a.m.</u>	<u>Fifth Avenue to Asbury Avenue</u>
First Avenue	North	9:00 a.m. to 11:00 a.m.	Main Street to Grand Avenue <u>Bergh Street</u>

Fourth Avenue	North	9:00 a.m. to 11:00 a.m.	Main Street to Grand Avenue Bergh Street
Second Avenue	North	9:00 a.m. to 11:00 a.m.	Main Street to Grand Avenue Bergh Street
Third Avenue	North	9:00 a.m. to 11:00 a.m.	Main Street to Grand Avenue Bergh Street

Parking Prohibited During Certain Hours on Certain Streets—Continued

Thursdays

<i>Name of Street</i>	<i>Sides</i>	<i>Hours</i>	<i>Location</i>
<u>Heck Street</u>	<u>West</u>	<u>9:00 a.m. to 11:00 a.m.</u>	<u>Fifth Avenue to Asbury Avenue</u>
First Avenue	South	9:00 a.m. to 11:00 a.m.	Main Street to Grand Avenue Bergh Street
Fourth Avenue	South	9:00 a.m. to 11:00 a.m.	Main Street to Grand Avenue Bergh Street
Second Avenue	South	9:00 a.m. to 11:00 a.m.	Main Street to Grand Avenue Bergh Street
Third Avenue	a. South	8:00 a.m. to 5:00 p.m. Monday through Friday	Comstock Street easterly 230 feet to the entrance of Inspection Station [In addition to any and all other restrictions contained in Section 7-14, no person shall park a vehicle between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, on this portion of Comstock Street.]
	b. South	9:00 a.m. to 11:00 a.m.	Main Street to Grand Avenue Bergh Street

-41.5 Residential and Employee Permit Schedules, Fees and Regulations.

Residential and employee permits can be purchased by residents and employees, respectively, for parking in the following designated zones:

Zone	Street Name	From	To	Side	Permit Parking Duration	Employee Passes Allowed	Residential Permits Allowed
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Zone 5 (Ord. No. 2017-14)	Fifth Avenue	Grand Avenue	Bergh <u>Heck</u> Street	Both	All Times (Residential) – North Side, Residential-Only – South Side	No	Yes – Zone restricted
<u>Zone 5</u>	<u>Fifth Avenue</u>	<u>Heck Street</u>	<u>Bergh Street</u>	<u>Both</u>	<u>All Times (Residential)</u>	<u>No</u>	<u>Yes – Zone restricted</u>



**Asbury Park, New Jersey
ORDINANCE NO. 2018-15**

**ADOPTION OF AN AMENDMENT TO THE WATERFRONT REDEVELOPMENT
PLAN**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment and to formulate a plan to address the redevelopment of these area; and

WHEREAS, the City of Asbury Park (the “City”) has previously found and determined that the area of the City designated as the “Waterfront Redevelopment Area” (the “Area”) to be “an area in need of redevelopment” in accordance with law; and

WHEREAS, the City adopted the “Asbury Park Waterfront Redevelopment Plan” dated March 15, 2002 (as amended and supplemented from time to time, the “Plan”), which governs redevelopment in the Area; and

WHEREAS, on January 24, 2018, the Governing Body of the City adopted Resolution 2018-67 referring proposed amendments to the Plan (the “Proposal”) to the Planning Board for its review in accordance with the Redevelopment Law, specifically N.J.S.A. 40A:12A-7(e); and

WHEREAS, at its regular public meeting of February 26, 2018, the Planning Board considered: the Proposal; a report regarding the same dated February 21, 2018 from Director of Planning and Redevelopment Michele Alonso; testimony from City Manager Michael Capabianco; and comments and questions from members of the public; and

WHEREAS, after such consideration by and discussion among the Planning Board, the Planning Board determined that the Proposal was consistent with the Master Plan of the City, subject to the Planning Board’s comments and recommendations; and

WHEREAS, on March 12, 2018 the Planning Board adopted a resolution memorializing its findings and recommendations (the “Planning Board Resolution”), which Planning Board Resolution is attached hereto as Exhibit A; and

WHEREAS, the Planning Board Resolution contained the following six findings and recommendations:

“1. The Board finds that the provisions regarding the reduction in the minimum lot area and lot frontage of a developable tract area will offer new and expanded opportunities for development in the zone.

2. The Board recommends that the Mayor and Council clarify the extent of the permitted variances and design waivers that may be granted by the City Planning Board as set forth in Section 3.8.1.

3. The Board finds the proposed amendments set forth in Section 3.8.2 to be acceptable.

4. The Board recommends that any financial contributions made for affordable housing (Section 4.7.2 or any other section relating to that topic) be directly deposited into a dedicated trust fund for affordable housing.

5. Pursuant to comments by the City Historian, the Board recommends that the Mayor and Council review the designation of both the Prime Renewal Area and the Renovation/Infill Area of the WRA Zone as areas in need of redevelopment, including the proposed extension of either area to include the areas set forth in amended Section 2.1 of the Zone.

6. The Board finds that the proposed amendments (subject to the findings and recommendations set forth above) are consistent with the provisions of the City of Asbury Park Master Plan.”; and

WHEREAS, the matters set forth in Planning Board paragraphs #1, #3, and #6 are findings which do not request any revisions to the Proposal; and

WHEREAS, with respect to Planning Board paragraph #2, the City has revised the language set forth at Section 3.8.1 of the Proposal in accordance with the Planning Board recommendation to clarify that: (a) variances may be obtained for both lot area and lot frontage; and (b) more than one variance and/or design waiver may be sought by an applicant; and

WHEREAS, with respect to Planning Board paragraph #4, the reference to “payment to the City of \$2,212 per unit (which shall constitute a credit against the applicable Master Developer’s obligation under Article 13 of the Redeveloper Agreement) to offset the costs of affordable housing and other community initiatives in the City” in Section 4.7.2(b) parallels the language in the Redeveloper Agreement between the City and the Master Developer. The City is in the process of reviewing its affordable housing policies generally. The City feels that any change to the deposit and use of the funds generated from this fee is premature at this time. Therefore, the City has chosen not to incorporate Planning Board paragraph #4 at this time; and

WHEREAS, with respect to Planning Board paragraph #5, the City has reviewed the Plan and its references to the designation of the Area, including the following:

(a) “...in 1984 the City found the area between Grand Avenue and the beach to be blighted or in need of redevelopment pursuant to the New Jersey State Redevelopment law.” (Section 1.1, page 3); and

(b) “The Asbury Park Waterfront Redevelopment Area that was designated in November 7, 1984 remains the same area under this plan amendment (see attached map). The land in the redevelopment area includes all of the property between Grand Avenue and the beachfront, consisting of approximately 230 acres.” (Section 2.1, pages 7 and 8),

and believes the Area as set forth in the Proposal to be accurate; and

WHEREAS, City wishes to enact the Proposal as amended with respect to Section 3.8.1

in accordance with Planning Board paragraph # 2 (the Proposal as so amended, the “Plan Amendments”, attached hereto as Exhibit B),

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

1. The Plan Amendments attached hereto as Exhibit B and made a part hereof, having been duly reviewed and considered are hereby approved pursuant to the terms of *N.J.S.A. 40A:12A-7*, and the Plan, as amended by the Plan Amendments, shall govern the Waterfront Redevelopment Area as and to the extent set forth in the Plan.

2. The zoning district map of the City is hereby amended to remove any inconsistency herewith.

3. In case any one or more of the provisions of this Ordinance or the Plan shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance or the Plan and this Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

4. This Ordinance shall take effect in accordance with law.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-15 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CINDY A. DYE
CITY CLERK

RESOLUTION CITY OF ASBURY PARK PLANNING BOARD

WHEREAS, the City Council of the City of Asbury Park authorized the Planning Board by Resolution Number 2018-67 (annexed hereto and made a part hereof) to undertake a review of proposed amendments to the Asbury Park Waterfront Redevelopment Plan, hereinafter referred to as the "WRA Plan or Zone", pursuant to the review powers granted to the Board set forth in the Municipal Land Use Act and N.J.S. 40A:12A-7(e); and

WHEREAS, the applicable State Statutes require the Board to analyze the proposed amendments for consistency with the Master Plan of the City and such other planning concepts that the Board deems relevant; and

WHEREAS, the Board discussed this referral from the City Council at a public hearing held on February 26, 2018; and

WHEREAS, attached hereto and made a part hereof are Resolution Number 2018-67 and a report dated February 21, 2018, from Michele Alonso, PP/AICP, Director of Planning and Redevelopment for the City of Asbury Park. Exhibits A, C, D & F. Said attachments contain the relevant sections of the WRA Plan and the proposed amendments thereto; and

WHEREAS, based on the testimony of the City Manager, Michael Capabianco, and comments from the public and discussion by the Board members, the Board hereby makes the following findings and recommendations to the Mayor and City Council regarding the proposed amendments:

1. The Board finds that the provisions regarding the reduction in the minimum lot area and lot frontage of a developable tract area will offer new and expanded opportunities for development in the zone.
2. The Board recommends that the Mayor and Council clarify the extent of the permitted variances and design waivers that may be granted by the City Planning Board as set forth in Section 3.8.1.
3. The Board finds the proposed amendments set forth in Section 3.8.2 to be acceptable.
4. The Board recommends that any financial contributions made for affordable housing (Section 4.7.2 or any other section relating to that topic) be directly deposited into a dedicated trust fund for affordable housing.
5. Pursuant to comments by the City Historian, the Board recommends that the Mayor and Council review the designation of both the Prime Renewal Area and the Renovation/Infill Area of the WRA Zone as areas in need of redevelopment, including the proposed extension of either area to include the areas set forth in amended Section 2.1 of the Zone.

6. The Board finds that the proposed amendments (subject to the findings and recommendations set forth above) are consistent with the provisions of the City of Asbury Park Master Plan.

NOW, THEREFORE BE IT RESOLVED, by the Planning Board of the City of Asbury Park that the Board adopts the foregoing findings and recommendations and hereby directs the Board Secretary to transmit these findings and recommendations to the Mayor and City Council for consideration in their deliberations on the proposed amendments.

Rick Lambert offered a motion to authorize the foregoing action of the Board which motion was seconded by Alexis Taylor.

The members of the Board who voted in favor of the foregoing motion are authorized to vote on the adoption of this Resolution. Those members are: Rick Lambert, Alexis Taylor, Councilwoman, Yvonne Clayton, Trudy Syphax and Allison McLeod.

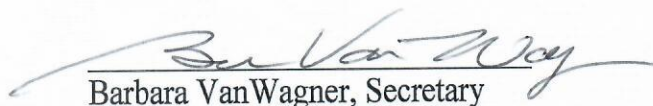
Mayor John Moor voted against the motion.

Ayes: *Rick Lambert, Councilwoman Yvonne Clayton, Allison McLeod*

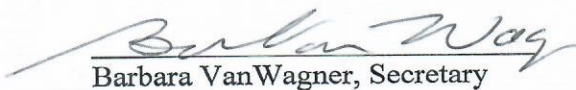
Nays:

Abstain:

Dated: March 12, 2018.


Barbara Van Wagner, Secretary

I certify this to be a true copy of a written Resolution adopted by the City of Asbury Park Planning Board on March 12, 2018.


Barbara Van Wagner, Secretary

Asbury Park **Waterfront Redevelopment Plan** **2018 Amendment**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment and to formulate a plan to address the redevelopment of these area; and

WHEREAS, the City of Asbury Park (the “**City**”) has previously found and determined that the area of the City designated as the “Waterfront Redevelopment Area” (the “**Area**”) to be “an area in need of redevelopment” pursuant to the Act; and

WHEREAS, the City adopted the “Asbury Park Waterfront Redevelopment Plan” dated March 15, 2002 (as amended and supplemented from time to time, the “**Plan**”), which governs redevelopment in the Area; and

WHEREAS, the Plan has been interpreted to require that redevelopment within that portion of the Area designated as the Prime Renewal Area be undertaken by redeveloping an entire block at one time, commonly referred to a “block-by-block” redevelopment; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”); and

WHEREAS, the City and the Master Developer desire to amend the Plan to permit redevelopment of less than an entire block at one time of the properties located in the Prime Renewal Area subject to the requirements herein, and certain other amendments and clarifications, as part of their ongoing efforts to effectuate a comprehensive amendment to the entire Plan; and

WHEREAS, the following amendments to the Plan are limited to their stated scope and intent of permitting redevelopment of less than an entire block at one time of the properties located in the Prime Renewal Area subject to the requirements herein, and to certain other amendments and clarifications, and all other terms, conditions and obligations in the Plan shall remain in full force and effect except to the limited extent expressly modified herein,

New language is underlined, and language to be deleted is struck.

SECTION I. Plan Section 2.1, Redevelopment Area, in Chapter 2, Design Principles, shall be amended and supplemented as follows:

Renovation/Infill Area

- Area bounded by Grand Avenue in the west; Bergh and Webb Streets in the east; Deal Lake Drive in the north; Asbury and Sewall Avenues in the south, with the exception of the portion of Sunset Lake Park bounded by Grand Avenue, Fifth Avenue, Webb Street and Sunset Avenue.
- The discussion of the Renovation/Infill Area in this Plan is to provide a context for its inclusion in the Redevelopment Area and its relation to the redevelopment of the entire Waterfront Redevelopment Area. The zoning, land use planning and other standards and requirements for the redevelopment of the Renovation/Infill Area shall be those of the zoning district assigned to such properties on the Zoning Map of the City and in the City's Land Development Regulations.

Prime Renewal Area

- Area bounded by Bergh and Webb Streets in the west; Ocean Avenue in the east; stretches along Wesley Lake to Grand Avenue; Deal Lake in the north, and including the portion of Sunset Lake Park bounded by Grand Avenue, Fifth Avenue, Webb Street and Sunset Avenue.

SECTION II. Plan Section 3.8, Land Use, in Chapter 3, Plan Elements, shall be amended and supplemented as follows:

Lot Standards

The redevelopment of the Prime Renewal Area has heretofore been interpreted to require the development of an entire city block at one time. The Plan is being amended to permit the development of less than an entire block provided the minimum standards in this Section and elsewhere in this Plan are met.

- Minimum ~~lot area~~ developable tract area for redevelopment shall be 15,000 square feet (the "Minimum Developable Tract Area"). As part of a subdivision application, or a combined site plan and subdivision application, the Minimum Developable Tract Area, may for the purpose of facilitating a redevelopment project, be internally subdivided to create fee simple lots provided that the Minimum Developable Tract Area after the subdivision(s) comprises and functions as a fully integrated project.
- Minimum lot frontage shall be 100 feet (the "Minimum Lot Frontage").
- ~~Public property along the boardwalk in Block #227 sold to the developer shall be subdivided into lots to accommodate individual structures.~~

New language is underlined, and language to be deleted is struck.

SECTION III. Plan Section 3.8, Land Use, in Chapter 3, Plan Elements, shall be amended and supplemented to include new Plan Section 3.8.1 at the end of page 68 as follows:

3.8.1 Variances and Design Exceptions

A. Variances

1. The Planning Board may grant variances from the requirements of Section 3.8 pertaining to Minimum Developable Tract Area and/or Minimum Lot Frontage, provided that the applicant can establish the requirements of N.J.S.A. 40:55D-70(c)(1) or N.J.S.A. 40:55D-70(c)(2) and case law interpreting those sections.
2. No variance or other approval may be granted for any applications requiring relief under N.J.S.A. 40:55D-70(d)(1) through (6), or from the parking requirements in Section 3.5, and neither the Zoning Board of Adjustment nor the Planning Board shall have jurisdiction to entertain an application seeking such relief or to grant such relief in such circumstances. Any person requesting such a variance shall be required to request an amendment to the Plan from the Mayor and Council pursuant to Section 4.5 of this Plan.
3. The Planning Board may grant one or more variances or design exceptions to an applicant in accordance with the provisions hereof.

B. Design Exceptions

In accordance with N.J.S.A. 40:55D-51, the Planning Board may grant design exceptions from the requirements of Sections 3.6 and 3.7, and other design requirements and/or principles in this Plan, if the Planning Board finds they are reasonable and within the general purpose and intent of the provisions of the design requirements/principles to the extent that the literal enforcement of one or more provisions of the design requirements/principles is impracticable or will exact undue hardship because of peculiar conditions pertaining to the land in question.

SECTION IV. Plan Section 3.8, Land Use, in Chapter 3, Plan Elements, shall be amended and supplemented to include new Plan Section 3.8.2, immediately following new Section 3.8.1 and at the end of page 68 as follows:

3.8.2 Property Access - Curb Cuts

Any property that does not have a curb cut to provide access to the property may remove on-street parking spaces to create access to the property subject to the conditions in this Section. Any property that has an existing curb cut providing access to the property may remove parking spaces in order to relocate and/or expand the curb cut subject to the conditions in this Section. The creation, relocation, or expansion of a curb cut shall be permitted provided that the net number of

New language is underlined, and language to be deleted is struck.

on-street parking spaces that are removed, shall be provided on the property and shall be in addition to the number of parking spaces otherwise required by the Plan to be provided on the property.

SECTION V. Chapter 4, Implementation, shall be amended and supplemented to include new Plan Section 4.7 as follows:

4.7 Master Developer, Subsequent Developers, and Off-Site Obligations

4.7.1 Master Developer and Subsequent Developers

The City and Asbury Partners, LLC (the “Master Developer”, also referred to in this Plan as the “prime developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as amended from time to time, the “Redeveloper Agreement”). In addition to the other rights and responsibilities of the Master Developer under the Redeveloper Agreement, the Master Developer has the responsibility to install certain public infrastructure in the Waterfront Redevelopment Area. The Master Developer and the City will, without limitation, cooperate in: (i) coordinating the installation of infrastructure in the Waterfront Redevelopment Area; (ii) ensuring the requirements of the CAFRA permit are met by all Subsequent Developers (as defined below); and (iii) assisting in coordinating the redevelopment of the Prime Renewal Area by all Subsequent Developers.

Any person or entity wishing to redevelop their property or a property in which they have a beneficial interest shall first be designated as a Subsequent Developer. For so long as the Redeveloper Agreement shall be in full force and effect and the Master Developer shall not be in default thereunder (as determined by an arbitrator or court of competent jurisdiction in accordance with the terms of the Redevelopment Agreement, and which default has not been cured or remedied in accordance with such determination, but rather continues unabated), to begin the process of being designated as a Subsequent Developer, a proposed Subsequent Developer shall provide the Master Developer with the information required in the Subsequent Developer Application, the form of which is agreed upon by the City and Master Developer and adopted by Resolution of the City Council from time to time, as well as any escrow and application fees which may be required at the time of submission in accordance with its terms. If the proposed Subsequent Developer is not the record owner of the property for which they request to be designated as Subsequent Developer, they shall include with the submission written permission from the property owner to seek required approvals to become a Subsequent Developer with respect to such property. The Master Developer will review the submission by a proposed Subsequent Developer in good faith, which review may include, but is not limited to, such factors as: compliance with and effectuation of the goals of the Plan; experience and capability of the proposed Subsequent Developer; and the financial capacity of the proposed Subsequent Developer.

If the submission made by a proposed Subsequent Developer is acceptable to the Master Developer, the Master Developer shall submit the proposed Subsequent Developer submission to the City for its review. At such time, the proposed Subsequent Developer shall submit such application and escrow fees to the City for its review as may be established by City ordinance from time to time. Designation as a Subsequent Developer shall require the City’s approval, and be evidenced by, the approval and execution of a mutually acceptable Subsequent Developer

New language is underlined, and language to be deleted is struck.

Agreement by and among the Subsequent Developer, the City and the Master Developer. Until and unless the terms contained in the preceding sentence are satisfied, the proposed Subsequent Developer shall not have the right or ability to proceed to undertake or execute any required or permitted activities under the Plan, the Redeveloper Agreement or the Subsequent Developer Agreement.

4.7.2. Off-Site Obligations

Subsequent Developers shall be responsible for certain off-site obligations, including as follows:

- (a) sewer charges in the amount of \$3,220 per unit in accordance with Ordinance adopted February 2, 2005, to be paid in the manner and at the time set forth therein;
- (b) payment to the City of \$2,212 per unit (which shall constitute a credit against the applicable Master Developer's obligation under Article 13 of the Redeveloper Agreement) to offset the costs of affordable housing and other community initiatives in the City, with one-half of such payment to be due concurrently with the application for building permits, and the other half of such payment to be due at the time of application for temporary or permanent certificates of occupancy. Once made, such payments shall not be refundable; and
- (c) special assessments for the construction and installation of certain public wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements in the Waterfront Redevelopment Area. All properties that are "redeveloped" within the meaning of the Redevelopment Law (except for existing residential dwellings of three or less units, which do not increase the number of dwelling units) shall be specially assessed based upon the benefit conferred or deemed conferred upon such property by the infrastructure improvements in the Waterfront Redevelopment Area. Such assessments shall be applied so that all redeveloped properties shall contribute their fair and equitable share to the cost of public infrastructure improvements in the Waterfront Redevelopment Area. In determining such fair and equitable share, reference shall be made to that certain Infrastructure Component Report adopted by the City by resolution dated March 26, 2005, as may be amended from time to time, and such infrastructure cost factors and information as shall be available. Such assessments shall be implemented at the option of the Subsequent Developer and memorialized contemporaneously with the execution of the Subsequent Developer Agreement, in one of the ways described in that certain Special Assessment Ordinance adopted by the City on February 13, 2013 or in such other special assessment ordinance as may be adopted from time to time, or the City may impose a special assessment on the project site equivalent to the benefit conferred or deemed conferred by the public infrastructure improvements, which shall be calculated and imposed in accordance with N.J.S.A. 40:56-1 et seq.
- (d) Regardless of the manner of implementing the special assessments described in (c), above, in all events the Master Developer shall be responsible for installing such public infrastructure pursuant to the terms of the Redeveloper Agreement.

SECTION VI. A new Appendix B shall be added as follows:

APPENDIX B – BLOCK AND LOT DESIGNATIONS

New language is underlined, and language to be deleted is struck.

Since the last amendment to this Plan, the Block and Lot designations for the properties in the Area were redesignated. This Appendix is provided as a courtesy to correlate the former Block and Lot references in this Plan with the new Block and Lot designations. However, the reader is cautioned to not rely upon these as the official determination of Block and Lot numbers and should consult the official Tax Maps of the City.

[UPDATED CHART TO BE INSERTED]

SECTION VII. The mews designation and design standards shall be removed throughout the Plan, including as follows:

Chapter 2, Design Principles, the subsection entitled: “Ocean Avenue Design Principles” shall be amended to delete the last bullet point as follows:

- ~~Extend Webb Street through the creation of a mews or new street that also serves to reduce the block length between Kingsley and Bergh Streets.~~

Chapter 3, Plan Elements, the subsection entitled: “Streets to be Reopened” shall be amended to delete the following language:

~~A series of new, small-scale public streets will be developed within the four blocks between First Avenue and Fifth Avenue (159, 162, 175 & 178). These mews, or courts, will be located, approximately, at the midpoint of each block and will be aligned parallel to Kingsley and Bergh Streets. The design of these mews will create a more pedestrian-oriented space, rather than a vehicular environment. A narrow, one-way vehicular cartway will be developed, with no on-street parking. Ornamental lighting and other streetscape amenities will be carried through the space. Townhouse dwellings will be organized along the edges of the mews, with the mews serving as entrance courts. Access to interior parking structures will be possible through the mews.~~

Chapter 3, Plan Elements, the illustration on page 42 and chart on page 43 in the subsection entitled: “Thoroughfare Designations” shall be amended to delete the depiction, designation and design standards for the “Webb St. Mews (ST-28-18)”.

SECTION VIII. Chapter 5, Relationship to Other Plans, subsection 5.5 NJDEP Coastal Zone Management, the first paragraph shall be deleted and replaced with the following text:

5.5 NJDEP Coastal Zone Management

Development proposed for Asbury Park’s Waterfront Redevelopment Area will require approval from the New Jersey Department of Environmental Protection under the Coastal Area Facilities Review Act (CAFRA) NJSA 13:19-1 et seq. The City and the Master Developer obtained an area wide CAFRA Permit covering the Prime Renewal Area. No person shall apply to CAFRA for relief from, an amendment to, or interpretation of, said area wide CAFRA Permit without first providing at least 30 days’ written notice to the City and the Master Developer. Any relief from, an amendment to, or interpretation of, said

New language is underlined, and language to be deleted is struck.

area wide CAFRA Permit, shall not relieve any person from the provisions of this Plan. This amendment to the Redevelopment Plan takes into consideration the CAFRA regulations that apply to the area and, to the extent possible, incorporates these requirements into the Redevelopment Plan. The City and the developer intend to work with NJDEP on a detailed review of the City's development controls for the redevelopment area, so that compliance with the Redevelopment Plan will constitute substantial compliance with CAFRA regulations. The following is a summary of the key CAFRA regulations that apply to the redevelopment area:

New language is underlined, and language to be deleted is struck.



**Asbury Park, New Jersey
ORDINANCE NO. 2018-20**

**AMENDMENT NO. 1 TO AN ORDINANCE OF THE CITY OF ASBURY PARK, IN
THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL
ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER,
ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE
IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE
BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT
REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR
PAYMENT OF THE COST THEREOF**

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the City of Asbury Park (the “**City**”) has previously found and determined that the area of the City designated as the “Waterfront Redevelopment Area” (the “**Area**”) to be “an area in need of redevelopment” in accordance with law; and

WHEREAS, the City adopted the “Asbury Park Waterfront Redevelopment Plan” dated March 15, 2002 (as amended and supplemented from time to time, the “**Plan**”), which governs redevelopment in the Area; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented from time to time in accordance with its terms, the “**Redeveloper Agreement**”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and Redevelopment Area Bond Financing Law, *N.J.S.A. 40A:12A-64 et seq.* (the “**RAB Law**”), and (ii) local improvements within the meaning, and for the purposes set forth in the Local Improvements Law, *N.J.S.A. 40:56-1 et seq.*, for which a Special Assessment may be imposed; and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of

redevelopment, which RABs may be secured by, among other things, a special assessment on certain property within an area in need of redevelopment;

WHEREAS, on February 20, 2013, the City adopted that certain “ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF” (the “**Original Infrastructure Ordinance**”); and

WHEREAS, the City wishes to amend the Original Infrastructure Ordinance in order to further the Infrastructure Redevelopment Project,

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, AS FOLLOWS:

Section 1. The defined terms set forth in the recitals contained in this ordinance are incorporated by reference as if set forth at length herein, and all capitalized terms not defined herein shall be ascribed the meaning given to such terms in the Original Infrastructure Ordinance.

Section 2. Contemporaneously herewith, the City is considering an ordinance making certain amendments to the Plan (the “**Plan Amendment Ordinance**”). Among other things, the Plan Amendment Ordinance designates the portion of Sunset Lake Park bounded by Grand Avenue, Fifth Avenue, Webb Street and Sunset Avenue (the “**Sunset Lake Portion**”) as part of the Prime Renewal Area. Accordingly, the Original Infrastructure Ordinance is hereby amended to include the Sunset Lake Portion as a “Parcel” within the meaning of Section 2 of the Original Infrastructure Ordinance.

Section 3. Section 4 of the Original Infrastructure Ordinance is hereby amended and restated as follows:

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The amount of any special assessment (“**Special Assessment**”) levied against any Parcel shall be determined, at the option of the owner of any Parcel, in accordance with:

- (i) the procedure set forth in the Local Improvements Law; or
- (ii) pursuant to a special assessment agreement entered into by and between the City and affected property owner under *N.J.S.A.*

40A:12A-66 of the RAB Law (“**Special Assessment Agreement**”).

(b) Whether levied under the Local Improvements Law or a Special Assessment Agreement under Section 66 of the RAB Law, the assessments shall be paid over no more than a 30 year period in quarterly installments payable at the time and in the manner that generally applicable property taxes are required to be paid in the City, with legal interest on the unpaid balance of the assessment or such lesser portion as may be determined by the City. The first such installment shall commence to accrue on the first day of the month immediately following the earlier of (i) the determination of the peculiar benefit, advantage or increase in value which particular lot or Parcel shall be deemed to have received as a result of the infrastructure improvements, as required to under *N.J.S.A. 40:56-27* or (ii) at the time set forth in a Special Assessment Agreement under the RAB Law provided that any owner of land so assessed shall have the privilege of paying the whole of any assessment or any balance of installments with accrued interest thereon at one time. The form of Special Assessment Agreement attached as Exhibit B to the Original Infrastructure Ordinance is hereby amended to reflect the same. Such assessment shall remain a lien upon the affected Parcels described herein until the assessment, with all installments and accrued interest thereon, applicable to a particular Parcel shall be paid and satisfied.

(c) Unless authorized by separate action of the City, no portion of the cost of the Infrastructure Improvements shall be paid from funds raised from the municipal tax levy or other available funds of the City.

(d) Any Special Assessment levied pursuant to Section 4(a)(ii) of this ordinance shall be subject to the terms and conditions set forth in a Special Assessment Agreement to be entered into by the City and affected property owner, which Special Assessment Agreement shall: (i) be substantially in the form attached as Exhibit B to the Original Infrastructure Ordinance (as the same is modified hereby), together with such additions, deletions and modifications as may be required in consultation with counsel to effectuate the transaction contemplated hereby, for all Parcels on which for sale housing projects are to be constructed; (ii) for all Parcels on which projects other than for sale housing projects are to be constructed, be in a form to be agreed upon by the City and the affected property owner, and authorized by subsequent ordinance of the City; and (iii) notwithstanding paragraphs (i) and (ii) above, at the option of the affected property owner, provide that the full cost of such Special Assessment shall be paid by the affected property owner in a single installment, and, in any case, the amount of the Special Assessment thereunder shall be, and shall be irrevocably and unconditionally accepted in full and agreed to by the affected property owner, deemed to be, in lieu of a determination by the procedures otherwise applicable to determining the actual benefit conferred on the affected land and project and/or units constructed thereon from time-to-time, the benefit conferred on the land and

project and/or units by the Infrastructure Improvements. Special Assessment Agreements may be further subject to such additions, deletions and modifications as may be required in consultation with counsel to facilitate the transaction contemplated hereby. Any Special Assessment Agreement executed from time to time, and pursuant to which Special Assessment payments are securing bonds issued under the RAB Law, shall be recorded in accordance with the requirements of the RAB Law.

(e) The City hereby determines that: (i) owners of residential dwellings of three or less units located in the Waterfront Redevelopment Area that do not increase the number of dwelling units on the existing Parcel or within the existing structure or otherwise undertake “redevelopment” of such Parcel shall be deemed not to receive any peculiar benefit, advantage or increase in value to that Parcel or dwelling unit by virtue of the construction and installation of the Infrastructure Improvements unless and until such Parcel or dwelling units on such Parcel are “redeveloped” as such term is defined in the Act and the common law of the State of New Jersey; (ii) it shall have the right to charge Owner(s) of any Parcels legal interest on any unpaid installments of special assessments; and (iii) in lieu of the levy of the special assessment described herein pursuant to the Local Improvements Law, the special assessment may be charged, collected and otherwise applied in the manner set forth in the Special Assessment Agreement.

Section 4. Exhibit B to the Original Infrastructure Ordinance is hereby amended to add a new subsection 3.01(d):

(d) The Special Assessment, including the Pledged Portion thereof, shall be first calculated at the time of issuance of RABs and shall be recalculated with respect to each Unit at the time of first transfer of each Unit. If at the time of recalculation of the Special Assessment the Pledged Portion of the Special Assessment with respect to a Unit is less than the initial calculation of the Pledged Portion of the Special Assessment (a “Deficiency Amount”), the Entity shall make or cause to be made to the Trustee for application in accordance with the Indenture payment of the Deficiency Amount. Calculation of the Deficiency Amount will be performed or verified by a calculation agent appointed from time to time in accordance with the Indenture. The Entity shall provide the City, the Trustee and the Master Developer with no less than ten calendar days’ prior written notice of closing for a Unit, so that the Deficiency Amount may be calculated. Payment of the Deficiency Amount shall be a condition precedent to the transfer of a Unit.

Section 5. Except as expressly modified herein, the Original Infrastructure Ordinance remains in full force and effect and binding in accordance with its terms.

Section 6. If any one or more of the provisions herein contained shall be held to be illegal or invalid in a final proceeding, then such provisions shall be null and void and shall be deemed separable from the remaining provisions of this ordinance and shall in no way affect the validity of any of the other provisions hereof.

Section 7. This ordinance shall take effect twenty (20) days after the first publication thereof after final adoption.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-20 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-21**

**AN ORDINANCE OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH
AND STATE OF NEW JERSEY ADDING CHAPTER TWO SECTION EIGHTY-EIGHT
"DEVELOPMENT FEES" TO THE CODE OF THE CITY OF ASBURY PARK**

Section I. Chapter Two Section Eighty-Eight, entitled "Development Fees,"
Created. That Chapter Two Section Eighty-Eight, "Development Fees" is hereby added to the Code and shall read as follows:

§ 88-1. Purpose.

- A. In *Holmdel Builder's Association v. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
- B. COAH was authorized by P.L. 2008, c. 46, Section 8 (N.J.S.A. 52:27D-329.2), and the Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7) to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of COAH or a court of competent jurisdiction and have a COAH- or court-approved spending plan may retain fees collected from nonresidential development.
- C. In *Re: Adoption of N.J.A.C. 5:96 and 5:97* by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the Mount Laurel IV decision, the Supreme Court remanded COAH's duties to the Superior Court. As a result, affordable housing development fee collections and expenditures from the municipal affordable housing trust funds to implement municipal Third Round Fair Share Plans through July 1, 2025 are under the Court's jurisdiction and are subject to approval by the Court.
- D. This chapter establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance with P.L. 2008, c. 46, Sections 8 and 32 through 38 (N.J.S.A. 52:27D-329.2 and N.J.S.A. 40:55D-8.1 through 40:55D-8.7, respectively). Fees collected pursuant to this chapter shall be used for the sole purpose of providing low- and moderate-income housing. This chapter shall be interpreted within the framework of COAH's rules on development

fees, codified at N.J.A.C. 5:93-8.

§ 88-2. Basic requirements.

- A. This ordinance shall not be effective until approved by the Superior Court pursuant to N.J.A.C. 5:93.8.
- B. The City of Asbury Park shall not spend development fees until the Court has approved a plan for spending such fees in conformance with N.J.A.C. 5:93-8.

§ 88-3. Definitions.

The following terms, as used in this chapter, shall have the following meanings:

AFFORDABLE HOUSING DEVELOPMENT - A development that is inclusionary development, a municipal construction project containing affordable units or a one-hundred-percent affordable development. This shall include any project that contains restricted very-low, low-, moderate-, or middle-income units on or off-site. This shall also include any project that utilizes funds from the City's Regional Contribution Agreements (RCA).

COAH or THE COUNCIL - The New Jersey Council on Affordable Housing established under the Fair Housing Act

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

DEVELOPMENT FEE - Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:93-8.

EQUALIZED ASSESSED VALUE - The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through 54:1-35c).

GREEN BUILDING STRATEGIES - Those strategies that minimize the impact of development on the environment and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

§ 88-4. Residential development fees.

- A. Imposed fees.
 - 1. Within all Zoning Districts and Redevelopment Areas, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.

2. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage up to six percent of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

B. Eligible exactions, ineligible exactions and exemptions for residential development.

1. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
2. Developments that have received preliminary or final site plan approval or are subject to an executed redevelopment or development agreement (including master redeveloper agreement) prior to the adoption of a municipal development fee ordinance shall be exempt from development fees unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
3. Renovations or additions to any single-family or two-family residence shall be exempt from paying a development fee except if the assessed value of the renovated/expanded structure is greater than or equal to 151% of the previously assessed value of the structure. Example: If the post-renovation/addition assessed value of a house originally assessed at \$100,000 structure is increased to \$151,000, the developer must pay a development fee on the increase in assessed value).
4. Buildings that are elevated or buildings that are replaced in an elevated position shall be exempt from paying a development fee provided the buildings are located in a Special Flood Hazard Area and meet the following. Notwithstanding, the exemption shall not apply if the number of residential units in the existing or demolished building is increased.
 - (i) New construction and substantial improvement of any residential structure shall have the lowest floor, including basement together with the attendant utilities and sanitary facilities, elevated to or above base flood elevation; and

- (ii) Within any AO Zone on the municipality's FIRM that all new construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet (at least two (2) feet if no depth number is specified). And, require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.
- 5. Buildings demolished and replaced due to being “destroyed” as a result of a fire or natural disaster (excluding flood damaged buildings that are located in the Special Flood Hazard Area) shall be exempt from paying a development fee, except:
 - (i) If the assessed value of the reconstructed structure is greater than or equal to 151% of the assessed value of the original structure (Example: If a house assessed at \$100,000 is replaced with a house assessed at \$151,000, the developer must pay a development fee on the increase in assessed value); or
 - (ii) If the number of residential units in the replacement building is greater than the number of units in the original building being demolished (Example: A single-family house is replaced with a house having three residential units).

§ 88-5. Nonresidential development fees.

A. Imposed fees.

1. Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements for all new nonresidential construction on an unimproved lot or lots.
2. Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
3. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

B. Eligible exactions, ineligible exactions and exemptions for nonresidential development.

1. The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the two-and-one-half-percent development fee, unless otherwise

exempted below.

2. The two-and-one-half-percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
3. Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption" form. Any exemption claimed by a developer shall be substantiated by that developer.
4. A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46, shall be subject to it at such time the basis for the exemption no longer applies and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.
5. If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by Asbury Park as a lien against the real property of the owner.

§ 88-6. Collection procedures.

- A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the Construction Official responsible for the issuance of a building permit.
- B. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- C. The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
- D. Within 90 days of receipt of that notice, the Municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the

development.

- E. The Construction Official responsible for the issuance of a final certificate of occupancy notifies the local Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- F. Within 10 business days of a request for the scheduling of a final inspection, the Municipal Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- G. Should Asbury Park fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b of Section 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).
- H. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
- I. Appeal of development fees.
 - 1. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by Asbury Park. Appeals from a determination of the Board may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 - 2. A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by Asbury Park. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 88-7. Affordable housing trust fund.

- A. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.

- B. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:
1. Payments in lieu of on-site construction of affordable units;
 2. Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
 3. Rental income from municipally operated units;
 4. Repayments from affordable housing program loans;
 5. Recapture funds;
 6. Proceeds from the sale of affordable units; and
 7. Any other funds collected in connection with Asbury Park's affordable housing program.

§ 88-8. Use of funds.

- A. The expenditure of all funds shall conform to a spending plan approved by the Court. Funds deposited in the housing trust fund may be used for any activity approved by the Court to address the City's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to, preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:93-8 and specified in the approved spending plan.
- B. Funds shall not be expended to reimburse Asbury Park for past housing activities.
- C. At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.
1. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and

assistance with emergency repairs.

2. Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.
 3. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- D. Asbury Park may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:93-8.16.
- E. No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with annual monitoring requirements.
- F. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

§ 88-9. Monitoring.

- A. On or about June 30 of each year through 2025, Asbury Park shall provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs ("DCA"), COAH, or Local Government Services ("LGS"), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the DCA, COAH, or LGS. This reporting shall include an accounting of all housing trust fund activity, including the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Asbury Park' housing program, as well as to the expenditure of revenues and implementation of the plan approved by the Court.

§ 88-10. Ongoing collection of fees.

- A. The ability for Asbury Park to impose, collect and expend development fees shall expire with its Court-issued Judgement of Compliance unless Asbury Park has filed an adopted Housing Element and Fair Share Plan with the Court, has filed a

Declaratory Judgement Action, and has received the Court's approval of its development fee ordinance. If Asbury Park fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320). Asbury Park shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance and Repose, nor shall Asbury Park retroactively impose a development fee on such a development. Asbury Park shall not expend development fees after the expiration of its substantive certification or Judgment of Compliance and Repose.

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

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-21 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-25**

**AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY AN EASEMENT OVER
CERTAIN PORTIONS OF THE PUBLIC RIGHT-OF-WAY AREA ADJACENT TO
THE PROPERTY LOCATED AT 545 LAKE AVENUE (TO BE KNOWN AS BLOCK
3105, LOT 4.02).**

WHEREAS, on June 12, 2017, the Asbury Park Planning Board adopted a Resolution memorializing the approval of an application made by Cookman Community Development Urban Renewal, LLC (the “Developer”), for minor subdivision and preliminary and final site plan approval relating to certain development (referenced as the “development project”) of the property located at 545 Lake Avenue, which was formerly part of the property known and designated as Block 3105, Lot 4 on the Official Asbury Park Tax Map (the “Tax Map”) and which will now be known and designated as Block 3105, Lot 4.02 on the Tax Map (the “Property”); and

WHEREAS, the property is located in the Central Business District Redevelopment Area (the “CBD Zone or District”); and

WHEREAS, the above-referenced Resolution of approval contained a condition that any encroachments into any public right-of-way areas (over which the City has jurisdiction) must be approved by the Mayor and Council of the City of Asbury Park (the “City”); and

WHEREAS, the development project includes the construction of a stairway which is proposed to encroach into the public right-of-way area by approximately 55.8 square feet; and

WHEREAS, the development project also includes the construction of a handicap ramp which is proposed to encroach into the public right-of-way area by approximately 124.7 square feet; and

WHEREAS, the encroachments are described in more detail in a legal description prepared by Joseph Mele, PE, PLS, PP, of Dresdner Robin, dated September 28, 2017, a copy of which is attached hereto as Exhibit “A,”; and

WHEREAS, the encroachments are depicted in more detail on a map entitled, “Proposed Franchise Area Plan,” dated September 28, 2017, as prepared by Joseph Mele, PE, PLS, PP, a copy of which is attached hereto as Exhibit “B”; and

WHEREAS, the Developer has requested that the City allow it to develop the property with the encroachments referenced above, and as described and depicted in the attached Exhibits; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the public right-of-way areas on a case-by-case basis; and

WHEREAS, with respect to the within application, the Mayor and Council have determined the following:

- (1) The within proposed encroachments into the public right-of-way shall not interfere with the ability of the public to utilize the sidewalks or other public areas that are adjacent to the proposed development; and
- (2) The encroachments are needed in order to provide for a stairway and handicap ramp to be constructed as part of the development, as well as for the applicant to be compliant with ADA regulations concerning handicap access; and
- (3) The area of the proposed encroachments is de minimus; and
- (4) The combined area of the proposed encroachments is less than the minimum size required for development under the applicable municipal development regulations and is without any capital improvement(s) thereon; and

WHEREAS, as a result, to the extent that the City has jurisdiction over the areas in question and without making any affirmative representations with regard thereto, the Mayor and Council are willing to permit the construction of the stairway and handicap ramp which are proposed to encroach into any public right-of-way areas that are under the City's jurisdiction, as referenced above, and as described and depicted in the attached Exhibits, for the nominal consideration of One Dollar (\$1.00), with the condition that the easement area shall only be used for the stairway and ramp and for no other purpose, and pursuant to the other terms and conditions set forth herein; and

WHEREAS, the purpose of this Ordinance is to confirm said conditional approval and to grant the necessary easement, in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.*; and

WHEREAS, the Mayor and City Council do not wish for the granting of this easement to serve as a precedent for further encroachments into the City's right-of-way areas elsewhere in the City, but rather declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the easement.

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

1. That, to the extent that the City has jurisdiction over the areas in question and without making any affirmative representations with regard thereto, the City, pursuant to the *New Jersey Local Lands and Buildings Law*, N.J.S.A. 40A:12-1, *et seq.*, and specifically N.J.S.A. 40A:12-13(b)(5), hereby authorizes the conveyance of an easement to the applicant, for the nominal consideration of One Dollar (\$1.00), over

- certain portions of the public right-of-way areas that are adjacent to the property, as more particularly described in the legal description attached hereto as Exhibit "A" and as depicted on Exhibit "B," in order to allow for the construction of a stairway and handicap ramp as part of the development project, with the condition that the easement area shall only be used for the stairway and ramp and for no other purpose, and pursuant to the other terms and conditions set forth herein.
2. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, any and all documents that are necessary in order to effectuate the granting of this easement, which documents shall be in a form satisfactory to the City Attorney.
 3. That, following proper execution and notarization of the necessary easement documents, the same shall be recorded with the Monmouth County Clerk's Office.
 4. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Ordinance.
 5. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
 6. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
 7. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-25 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CINDY A. DYE
CITY CLERK

September 28, 2017

Job No. 10558-001

DEED DESCRIPTION
Proposed Franchise Area
for Lot 4, Block 3105

City of Asbury Park, Monmouth County, New Jersey

**DRESDNER
ROBIN**

LOCATION OF PROPOSED STAIRWAY WITHIN LAKE AVENUE R.O.W.

BEGINNING at a point, said point being along the northerly side of Lake Avenue (75 feet wide R.O.W.), and a distance of 263.00 feet east of the intersection of the easterly line of Emory Street (100 feet wide R.O.W.) and the northerly line of Lake Avenue (75 feet wide R.O.W.) and running, thence;

1. Along said northerly line of Lake Avenue, North 62 degrees 17 minutes 27 seconds East, 10.00 feet, thence;
2. South 27 degrees 42 minutes 33 seconds East, 5.58 feet, thence;
3. South 62 degrees 17 minutes 27 seconds West, 10.00 feet, thence;
4. North 27 degrees 42 minutes 33 seconds West, 5.58 feet to the herein described point and place of BEGINNING.

Containing 55.8 square feet.

LOCATION OF PROPOSED ADA RAMP WITHIN LAKE AVENUE R.O.W.

BEGINNING at a point, said point being along the northerly side of Lake Avenue (75 feet wide R.O.W.), and a distance of 283.12 feet east of the intersection of the easterly line of Emory Street (100 feet wide R.O.W.) and the northerly line of Lake Avenue (75 feet wide R.O.W.) and running, thence;

1. Along said northerly line of Lake Avenue, North 62 degrees 17 minutes 27 seconds East, 21.81 feet, thence;
2. South 27 degrees 42 minutes 33 seconds East, 5.72 feet, thence;
3. South 62 degrees 17 minutes 27 seconds West, 21.81 feet, thence;
4. North 27 degrees 42 minutes 33 seconds West, 5.72 feet to the herein described point and place of BEGINNING.

Containing 124.7 square feet.

This description was prepared in accordance with a map titled, "Proposed Franchise Area Plan, Exhibit A-1 for Lot 4, Block 3105, City of Asbury Park, Monmouth County, New Jersey", dated September 19, 2017, prepared by Dresdner Robin.

for Mele 9-28-2017

Joseph Mele, PE, PLS, PP Date
Professional Engineer and Land Surveyor
N.J. License Number 04323900

Engineering
Environmental
Planning
Land Survey
Landscape
Architecture
Real Estate
Consulting

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732.988.7032 FAX

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Suite 208
Cherry Hill, NJ 08002
856.488.6200
856.488.4302 FAX

55 Lane Road
Suite 220
Fairfield, NJ 07004
973.696.2600
973.696.1362 FAX

DresdnerRobin.com



DESCRIPTION OF PROPOSED FRANCHISE AREAS:

- ① N 62° 17' 27" E 10.00
- ② S 27° 42' 33" E 5.58
- ③ S 62° 17' 27" W 10.00
- ④ N 27° 42' 33" W 5.58
- ⑤ N 62° 17' 27" E 21.81
- ⑥ S 27° 42' 33" E 5.72
- ⑦ S 62° 17' 27" W 21.81
- ⑧ N 27° 42' 33" W 5.72

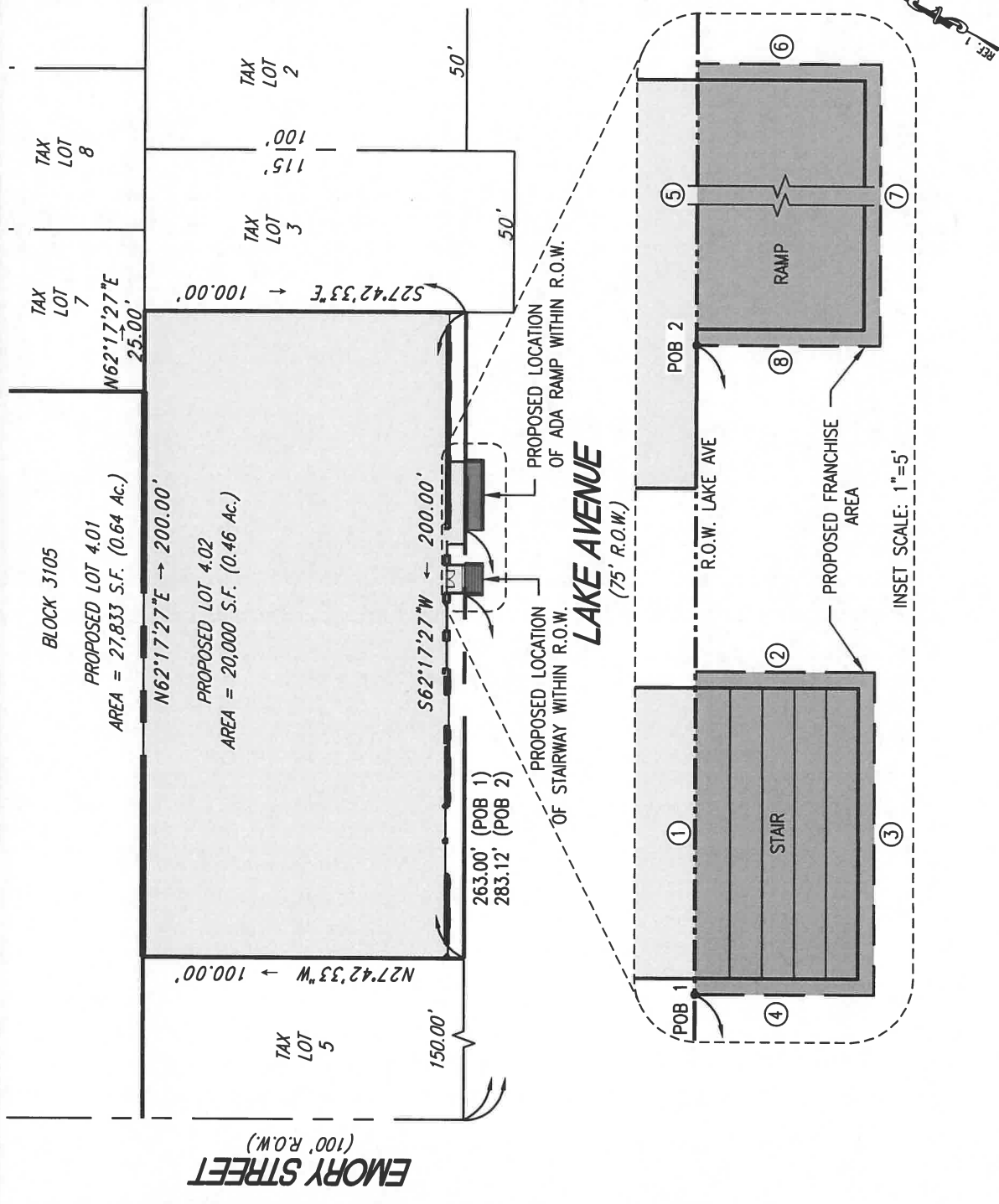
REFERENCES:

1. BOUNDARY AND EXISTING CONDITIONS BASED ON MAP TITLED "BOUNDARY AND TOPOGRAPHIC SURVEY, TAX LOT 4, TAX BLOCK 3105, CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY" PREPARED BY GTS CONSULTANTS, DATED 4/9/2015.
2. ARCHITECTURAL DRAWINGS TITLED, "545 LAKE AVENUE, PROPOSED RESIDENTIAL DEVELOPMENT, ASBURY PARK, NJ 07712", PREPARED BY JOSE CARBALLO ARCHITECTURAL GROUP, DATED 4/11/2017.



Joseph Mele 9-28-2017
JOSEPH MELE
 PROFESSIONAL ENGINEER & LAND SURVEYOR
 NJ LICENSE NUMBER 24GB04323900

DRAWING NAME: PROPOSED FRANCHISE AREA PLAN EXHIBIT A-1	
DRWN BY: JPL	CHKD BY: JM
SCALE: 1"=50'	DATE: 9-19-2017
JOB NO: 10558-001	SHEET 1 OF 1



PROJECT: 545 LAKE AVENUE	
LOCATION: 545 LAKE AVENUE BLOCK 3105, LOT 4 CITY OF ASBURY PARK MONMOUTH COUNTY, NEW JERSEY	

OWNER/APPLICANT: COOKMAN COMMUNITY DEVELOPMENT URBAN RENEWAL, LLC 165 W 73RD STREET NEW YORK, NY 10023	
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 DRESDNER ROBIN <i>Engineering, Environmental, Planning, Surveying and Landscape Architecture</i> 1 EVERTRUST PLAZA, SUITE 901 JERSEY CITY, NJ 07302 T: 201 217 9200 F: 201 217 9607	
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Minutes
Meeting of the Municipal Council
Wednesday, June 13, 2018
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.

Insurance Review by Ezio I. Altamua, Senior Vice President of Otterstedt Insurance Agency

Ezio Altamura provided an insurance review for the City of Asbury Park.

Items to be presented by Surf Rider

Representatives from Surf Rider made a presentation to the Mayor and Council regarding plastics and debris in our oceans and made some recommendations.

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

City Manager Capabianco had no report.

Special Event Applications

City Manager Capabianco reviewed the special event applications with the City Council.

Review of Agenda Items for June 13, 2018 Regular Meeting

City Manager Capabianco reviewed the agenda with the City Council.

Matters from City Council

Council Member Clayton stated that on Saturday, June 16 the monthly expungement meeting will be held at St. Stephens. On June 20 at Springwood Avenue Park the Quality of Life Committee will be holding their "Welcome to Summer Party". On June 25 the Asbury Park Music Foundation will begin its music festival, which will continue throughout the summer. The concerts begin at 6 p.m.

Council Member Kendle stated that the Recreation Committee will be holding its fashion show on July 14. Tickets are \$10. He asked for a moment of silence for Jerry Scarano.

Deputy Mayor Quinn sends condolences from the entire Council for the friends and family of Jerry Scarano.

Mayor Moor echoes the Deputy Mayor's condolences. He asked about the auction for the junk vehicles.

Matters from City Manager

City Manager Capabianco had no matters.

Matters from City Attorney

City Attorney Raffetto had no matters.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, June 13, 2018
REGULAR MEETING

Executive Session - 4:00 p.m.

2018-209 Resolution Authorizing a meeting which excludes the public

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

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 Council Member Clayton to open the meeting to the public.

The following members of the public spoke: Ernesto Colari, Robert Weiner, Mike Sorano, Christian (?), Glen Massanello, Danny Curi, Dennis Quilligan, Werner Baumgartner

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

MINUTES

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

1. Executive Minutes of May 23, 2018 4:00 PM
2. Municipal Council - Work Session - May 23, 2018 6:00 PM
3. Municipal Council - Regular Meeting - May 23, 2018 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

- 2018-210 Resolution Approving Special Event Applications
- 2018-211 Authorization to Ratify the PBA Local 6 Union Contract
- 2018-212 Authorization to Ratify the Superior Officers Association Local 6 ("SOA") Union Contract
- 2018-213 Authorization to Ratify the International Federation of Professional and Technical Engineers Union Contract
- 2018-214 Authorization to Ratify the International Association of Firefighters (IAFF) Union Contract
- 2018-215 Authorizing the Tax Collector to Prepare and Deliver Estimated 2018-3RD Quarter Tax Bills
- 2018-216 Resolution Canceling Balances of Various Trust Reserves
- 2018-217 A Resolution Authorizing Tyrone A. Young, Tax Collector, to Complete Agreement for Service and Participate in Electronic Tax Sale Process 2018
- 2018-218 Resolution Approving Tax Sale Costs 2018
- 2018-219 Resolution to Authorize Year End Tax Sale 2018
- 2018-220 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Ticket or Click It Grant

2018-221 Resolution Approving Award of Contract for Regional Contribution Agreement Project (1121 First Ave.)

2018-222 Resolution Approving Award of Contract for Regional Contribution Agreement Project (1300 Fourth Avenue)

2018-224 Adopting of the FY-2018 Annual Action Plan For Community Development Programs

INDIVIDUAL RESOLUTIONS

2018-225 Resolution Approving Payment of Bills

Council Member Chapman abstains from POs 18-01574, 18-01615, 18-01373 and 18-08376.

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

2018-226 Resolution Authorizing Change Order Number 1 for the Wastewater Treatment Plan Carbon Media Replacement Project

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

2018-227 Resolution Authorizing Change Order 19 with Black Rock Enterprises for the Road Program

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

2018-228 Resolution Awarding a contract for 3rd Party Municipal Court Debt Collections

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

2018-229 Resolution Authorizing the Purchase of Asphalt Materials from Stavola Construction Materials Inc. for the Paving of Various Roadways

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

2018-230 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

2018-231 A Resolution of The Mayor And Council of The City of Asbury Park, Acting as The Redevelopment Entity, Authorizing A Temporary Cellular Installation on The Eastern Portion of Block 4001 fronting on Kingsley Street Within The Waterfront Redevelopment Area

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

2018-232 Resolution Rejecting Development Proposals for City Hall and Transportation Center Sites

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

2018-233 Resolution Approving 2018-2019 Liquor License Renewals

Motion to amend Resolution 2018-233 as read by the City Clerk made by Council Member Kendle and seconded by Council Member Chapman. All were in favor.

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

2018-234 A Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC d/b/a Porta for the 2018-2019 Licensing Year

RESULT:	TABLED [UNANIMOUS]
	Next: 6/27/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-235 Omnibus Resolution of the City of Asbury Park, New Jersey Authorizing Various Documents and Agreements in Connection with the Implementation of Lot by Lot Development in the Waterfront Redevelopment Area

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

2018-236 Omnibus Resolution of the City of Asbury Park, New Jersey Authorizing Various Documents and Agreements in Connection with the Implementation of Lot by Lot Development in the Waterfront Redevelopment Area

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

ORDINANCES

Introduction

2018-28 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations Chapter VII

Public hearing scheduled for June 27, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/27/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2018-15 Adoption of an Amendment to the Waterfront Redevelopment Plan

Motion to open the ordinance to the public made by Council Member Chapman and seconded by Council Member Clayton.

The following member of the public spoke: Werner Baumgartner.

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

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

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

The Asbury Park Waterfront Redevelopment Area And Establishment Of A Mechanism
For Payment Of The Cost Thereof

Motion to open the ordinance to the public made by Deputy Mayor Quinn and seconded by Council Member Clayton.

No one from the public spoke.

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

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

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

RESULT:	TABLED [UNANIMOUS]
	Next: 6/27/2018 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-25 Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Public Right-Of-Way Area Adjacent To the Property Located At 545 Lake Avenue (To Be Known As Block 3105, Lot 4.02).

Motion to not approve Ordinance 2018-25 was made. Therefore, the ordinance does not become effective.

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

ADJOURNMENT

The meeting was adjourned at 7:55 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk