



Agenda
Meeting of the Municipal Council
Wednesday, June 22, 2022
REGULAR MEETING 6:00 PM

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

2022-285 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. 1201 Memorial Drive (Block 203, Lot 5)
2. Superior Officers Association Local 6 (SOA) Union Contract

B. Litigation

1. The Lake Group AP, LLC vs. City of Asbury Park

C. Potential Litigation

1. Peet Hien, Inc. vs. City of Asbury Park- Notice of Claim (Environmental)

D. Attorney-Client Privilege

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

2. Silent Prayer/Moment of Reflection
3. Salute to the Flag
4. Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 7, 2022, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Proclamation

1. Declaring June 13th through June 16th as Duchenne Awareness Week
2. Recognizing Owen Mumma-Berman

Special Event Applications:

Matters from City Council
Matters from City Manager
Matters from City Attorney

III. **Regular Meeting**

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting June 8, 2022 4:00 PM
- Municipal Council - Regular Meeting - Jun 8, 2022 6:00 PM

C. 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.

2022-286 Resolution Approving Special Event Applications

2022-287 Resolution Authorizing the Mayor & City Council to Execute a Discharge of Mortgage for Barbara Brown for Property located at 301 Atkins Avenue, Asbury Park

2022-288 Resolution Appointing Members to the City of Asbury Park Green Team

2022-289 Resolution Designating the Appointment of a Records Custodian in The City of Asbury Park Police Department for The Purposes of Open Public Records and Litigation Matters

2022-290 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Espinosa Inc. in the City of Asbury Park, County of Monmouth, New Jersey

2022-291 Resolution Approving 2022-2023 Alcoholic Beverage Control License for AP Restaurant II-d/b/a/ Watermark in the City of Asbury Park, County of Monmouth, New Jersey

2022-292 Resolution Approving 2022-2023 Alcoholic Beverage Control License for ABG Liquor Holdings, LLC-d/b/a/ Asbury Festhalle & Biergarten in the City of Asbury Park, County of Monmouth, New Jersey

2022-293 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Perez Roberto-d/b/a/ Super Extra Liquors in the City of Asbury Park, County of Monmouth, New Jersey

2022-294 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Georg EE, Inc.-d/b/a/ Georgies in the City of Asbury Park, County of Monmouth, New Jersey

- 2022-295 Resolution Approving 2022-2023 Alcoholic Beverage Control License for SRI Sarawati, Inc-d/b/a/ Mak on Main Liquors in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-296 Resolution Approving a Liquor License with Special Conditions for Johnny Mac House of Spirits, LLC d/b/a Johnny Mac's for the 2022-2023 Licensing Year
- 2022-297 Resolution Approving 2022-2023 Alcoholic Beverage Control License for 1211 Main Street, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-315 Resolution Approving 2022-2023 Alcoholic Beverage Control License for AP Restaurant V LLC, in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-316 Resolution Approving 2022-2023 Liquor License Renewal for 1303-33-013-001 Monmouth Lodge #122, IBPOE of WPride of Asbury Temple 64
- 2022-298 Resolution Approving 2022-2023 Alcoholic Beverage Control License for AP Restaurant 1 LLC-d/b/a/ Stella Marina in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-299 A Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC d/b/a Porta for the 2022-2023 Licensing Year
- 2022-300 Resolution Approving a Liquor License with Special Conditions for Bond Street Bar & Grill, LLC (d/b/a Bond Street Bar and Grill, Capitoline and Loteria) for the 2022-2023 Licensing Year
- 2022-301 Resolution Approving A Liquor License Renewal With Special Conditions For Steinbach Liquor License, LLC Trading As- Asbury Ale House/ Lola's Cafe/ The Bonney Read Relating To License Number 1303-33-017-012, For The 2022-2023 Licensing Term.

D. Individual Resolutions

- 2022-302 Resolution Approving Payment of Bills
- 2022-303 Resolution Authorizing Contract Negotiations for School Bus Transportation Services for the 2022 Recreation Program
- 2022-304 Resolution Authorizing a Contract to Seman-Tov Bus Company for School Bus Transportation Services for the 2022 Recreation Program
- 2022-305 Resolution Awarding of a Contract to Lynx Waste & Recycling Solutions for Emergency Demolition of 1117 Sunset Avenue
- 2022-306 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 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Clean Communities Grant
- 2022-307 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

2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87
(Chapter 159) - Click It or Ticket Grant

- 2022-308 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 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Affordable Housing Alliance Inc. Summer Basketball League Grant
- 2022-309 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 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Affordable Housing Alliance Inc. Educational and Recreational Enrichment Grant
- 2022-310 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 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Recycling Tonnage Grant
- 2022-311 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 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Community Energy Plan Grant
- 2022-312 Resolution of The Mayor and City Council of The City Of Asbury Park Authorizing The City of Asbury Park To Enter Into A Subsequent Developer Agreement With Asbury Partners, LLC And Toll Bros. Asbury Park Urban Renewal, LLC For Residential Development On Block 3103, Lot 1, Granting Conceptual Approval To Asbury Park, Toll Bros. Asbury Park Urban Renewal, LLC Regarding Residential Development On Block 3103, Lot 1, And Referring The Matter To The Planning Board For Appropriate Approvals
- 2022-313 Resolution Adopting the Monmouth County Home Consortium Fiscal Year 2022 Annual Action Plan for Housing and Community Development Block Grant (CDBG) Program
- 2022-314 Resolution to Back Bill Sewer Charges on Various Accounts

E. Ordinances

1. Second Reading/Public Hearing

- 2022-10 Ordinance Of The City Of Asbury Park Establishing Certain Parking Regulations, And Amending And Supplementing Section 7-41.5, Entitled “Residential And Employee Permit Schedules, Fees And Regulations,” Of Chapter Vii, “Traffic,” Of The “Code Of The City Of Asbury Park,” Regarding Residential Parking Permit Eligibility

F. Adjournment

**RESOLUTION NO. 2022-285****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 22, 2022 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. 1201 Memorial Drive (Block 203, Lot 5)
2. Superior Officers Association Local 6 (SOA) Union Contract

B. Litigation: The Lake Group AP, LLC vs. City of Asbury Park

C. Potential Litigation: Peet Hien, Inc. vs. City of Asbury Park- Notice of Claim
(Environmental)

D. 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.


Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, June 8, 2022
REGULAR MEETING

Executive Session - 4:00 p.m.

2022-249 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

Director of Recreation, Leesha Floyd presented special events applications to Mayor and Council.

Minutes Acceptance: Minutes of Jun 8, 2022 6:00 PM (Minutes)

Matters from City Council

Council member Chapman stated, I just wanted to remind everyone that if you have projects for the city's participatory budget projects, the deadline is July 31st. The city has carved out \$250,000 out of our budget and we are leaving it up to the residents of our city to recommend projects to be done, they have to be done on city property, and it has to be able to benefit the entire city. Please send us some of your projects.

Council member Kendle stated, my condolences go out to my family of the young boy, the 16-17 year old who harmfully passed away this weekend. So I just send out my condolences to the family.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, on April 28th we had the fundraiser for Recreation. Since then I'm happy to announce that we will still take more money. Last meeting we got a \$5,000 donation, and this past week we got a \$1,000 from Tracy and Lidell Aiken on behalf of Triumphant Church. Anybody who wants to continue to make a contribution or donation to Monmouth County's best summer recreation program, we're still accepting money.

Matters from City Manager

City Manager, Donna Vieiro had no matters at this time.

Matters from City Attorney

City Attorney, Frederick Raffetto had no matters at this time.

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Natalie Syracuse made a comment about verbal assault, noise complaints, and quad racing at Asbury Park Village; Terry Harris made a comment about street signs, police enforcement, and stolen property; Rita Marano made a comment about traffic patterns and street signs, and voting at the June 7th Primary Election; Dan Sciannameo made a comment about the location and site selection of the new Asbury Park fire house; and Louise Murray made a comment about veterans celebrations on Memorial Day.

A motion to close the meeting to the public was made by Council member Chapman and seconded by Council member Quinn . All were in favor.

MINUTES

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

1. Municipal Council- Executive Meeting May 25, 2022 5:00 PM
2. Municipal Council - Regular Meeting - May 25, 2022 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2022-250 Resolution Approving Special Event Applications

2022-251 Resolution Approving 2022-2023 Alcoholic Beverage Control License for McLoone's Asbury Park, LLC.-d/b/a/ The Robinson Ale House/Supper Club/Iron Whale Restaurant in the City of Asbury Park, County of Monmouth, New Jersey

2022-252 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Raspberry Moon, Inc.-d/b/a/ Moonstruck Restaurant & lounge in the City of Asbury Park, County of Monmouth, New Jersey

2022-253 Resolution Approving 2022-2023 Alcoholic Beverage Control License for PF, LLC d/b/a/ Garcia Liquors/Tapatia in the City of Asbury Park, County of Monmouth, New Jersey

2022-254 Resolution Approving 2022-2023 Alcoholic Beverage Control License for 1411 Kingsley Street, LLC, the City of Asbury Park, County of Monmouth, New Jersey

2022-255 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Pettibone Paradise, LLC, d/b/a Empress Hotel/Paradise in the City of Asbury Park, County of Monmouth, New Jersey

2022-256 Resolution Approving 2022-2023 Alcoholic Beverage Control License for 934 SHIV, LLC.-d/b/a/ Lush in the City of Asbury Park, County of Monmouth, New Jersey

2022-257 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Iconic Saint Laurent, AP Drink LLC d/b/a Tides in the City of Asbury Park, County of Monmouth, New Jersey

Minutes Acceptance: Minutes of Jun 8, 2022 6:00 PM (Minutes)

- 2022-258 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Hemmings at Asbury, LLC.-d/b/a/ Pascal & Sabine in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-260 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Akshay Enterprises-d/b/a/ Main Liquors in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-261 Resolution Approving 2022-2023 Alcoholic Beverage Control License for RBAR AP, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-262 Resolution Approving 2022-2023 Alcoholic Beverage Control License for 601-603 Liquor License Partnership, LLC, -d/b/a/ Barrio Costero in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-263 Resolution Approving 2022-2023 Alcoholic Beverage Control License for House of Independents, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-264 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Cookman Limited Liability Co. ,-d/b/a/ Brandos Restaurant in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-265 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Asbury F&B , LLC-d/b/a/ The Berkeley Hotel in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-266 Resolution Approving 2022-2023 Alcoholic Beverage Control License for 1101 Ocean Ave Venture, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-267 Resolution Approving 2022-2023 Alcoholic Beverage Control License for 210 5th Ave. Venture Urban Renewal, LLC, D/B/A The Asbury Hotel in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-268 Resolution Approving 2022-2023 Alcoholic Beverage Control License for AP Restaurant III , LLC-d/b/a/ The Wonder Bar in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-269 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Stone Pony Liquor License , LLC-d/b/a/ The Stone Pony in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-270 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Cookman Restaurant Group, LLC d/b/a/ Cross & Orange in the City of Asbury Park, County of Monmouth, New Jersey

- 2022-271 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Ohana Kitschen Company-d/b/a/ Langosta Lounge/Pop's Garage in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-272 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Asbury Pub , LLC-d/b/a/ The Brickwall Tavern and Dining Room in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-273 Resolution Approving 2022-2023 Alcoholic Beverage Control License for GTJM, Inc. in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-274 Resolution Approving 2022-2023 Alcoholic Beverage Control License for TBD, Inc.-d/b/a/ Taka Restaurant in the City of Asbury Park, County of Monmouth, New Jersey

INDIVIDUAL RESOLUTIONS

- 2022-275 Resolution Approving Payment of Bills

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

- 2022-259 Resolution Approving 2022-2023 Alcoholic Beverage Control License for AP Thirty Property Holdings, LLC-d/b/a/ Convention Hall Concessions (Beach Bar) in the City of Asbury Park, County of Monmouth, New Jersey

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

- 2022-276 Resolution Authorizing the Purchase Two New GEM Vehicles for Transportation

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

- 2022-277 Resolution Authorizing the Purchase of Water and Ice Rescue Equipment

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

2022-278 Resolution Approving Change Order #4 for Bond Street Improvements Project

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

2022-279 Resolution Awarding a Bid for the Transportation of Liquid Sewage Sludge from AP Waste Water Treatment Plant to PVSC

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

2022-280 Resolution Authorizing the Firm of Kyle + Mcmanus Associates, LLC To Perform Certain Additional Professional Planning Services Relating to Affordable Housing

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

2022-281 Resolution Awarding a Contract to Millennium Communications Group for a Security Camera with Community Development Block Grant Funds

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

2022-282 Resolution Awarding a Contract to Provide Fire Department Uniforms for 2022

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

2022-283 Resolution Authorizing the Annual Renewal of Gunfire Technology with ShotSpotter

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

2022-284 Resolution to Credit Sewer Account with Erroneous Reading by NJ American Water for Property Located at 135 Elizabeth Avenue, Block 1003 Lot 59

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

ORDINANCES

Introduction

2022-10 Ordinance Of The City Of Asbury Park Establishing Certain Parking Regulations, And Amending And Supplementing Section 7-41.5, Entitled “Residential And Employee Permit Schedules, Fees And Regulations,” Of Chapter Vii, “Traffic,” Of The “Code Of The City Of Asbury Park,” Regarding Residential Parking Permit Eligibility

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/22/2022 6:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Yvonne Clayton

Second Reading/Public Hearing

2022-7 An Ordinance Amending and Supplementing The “Code of The City of Asbury Park, New Jersey,” In Order to Repeal the Existing Provisions of Chapter 24, Entitled “Flood Damage Prevention,” In Their Entirety, And Establish A New Chapter 24 Thereof Concerning “Flood Damage Prevention”.

A motion to open 2022-7 to the public was made by Council Member Chapman and seconded by Mayor Moor. All were in favor. No members of the public spoke.

A motion to close 2022-7 was made by Council member Chapman and seconded by Mayor Moor. All were in favor.

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

2022-8 Bond Ordinance Providing for Various Transportation Utility Improvements, By and In the City of Asbury Park, In the County of Monmouth, State Of New Jersey; Appropriating \$4,500,000 Therefor (Including Grants from The New Jersey Department of Transportation in The Aggregate Amount Of \$917,432) And Authorizing the Issuance of \$4,500,000 In Bonds or Notes to Finance the Cost Thereof

A motion to open 2022-8 to the public was made by Council Member Chapman and seconded by Deputy Mayor Quinn . All were in favor. The following members of the public spoke: Rita Marano
A motion to close 2022-8 was made by Mayor Moor and seconded by Council Member Chapman . All were in favor.

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

2022-9 Ordinance Of The City Of Asbury Park Establishing Certain Traffic Regulations And Amending And Supplementing Chapter VII, Entitled “Traffic,” Of The “Code Of The City Of Asbury Park,” Regarding The City Hall Municipal Parking Lot

A motion to open 2022-9 to the public was made by Council Member Chapman and seconded by Mayor Moor . All were in favor. No members of the public spoke.

A motion to close 2022-9 was made by Deputy Mayor Quinn and seconded by Mayor Moor . All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 6:43 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were in favor.

Meeting was adjourned at 6:43PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Jun 8, 2022 6:00 PM (Minutes)



RESOLUTION NO. 2022-286

**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 22, 2022 the following Special Events Applications were presented for approval by the Director of Recreation:

1. First Serve Others Trevor Walk Event
2. Sheehan 5k race

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, MELODY HARTSGROVE, 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. 2022-286 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: Saturday, August 13, 2022

Rain Date: no rain date

Time of Event: 6:30 AM to 10:00 AM

Setup time: 5:00 AM

Break-down time: 11:00 AM

Location of Event: Bradley Park

Type of Event (check all that apply):

☐ Festival☐ Parade☐ Foot Race☐ Wedding*☐ Beach Event☐ Concert☐ Bike Ride/Race☐ Triathlon☐ Multi Day Event☐ Rally/Demonstration☐ Swim Event☐ Other: 5K race + kids

run

Attachment: cm 622 (2022-286 : Special Event Applications)



***Wedding applicants only need to complete page 6.**

APPLICANT INFORMATION

1. Name of Applicant/Organization: The Shore Athletic Club
2. Address of Applicant: 1401 Third Avenue Spring Lake, NJ 07762
3. Telephone #: 732-245-7327 Cell Phone #: 908-672-2453 E-mail: erinoneill1111@gmail.com
4. Is your organization non-profit? Yes If so, please provide Tax ID#: 22-2386529
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: We would like to stage the Asbury Park Sheehan 5K Classic on Saturday, August 14, 2021. Like 2019, we'd like to rent Bradley Park to host pre-event activity. Registration/bib pick up will open at 6:30 AM as the 5K race will be begin at 8:00 AM. We will have a table for awards to give out as the results come in. A kids run us scheduled for 9:00AM on the field. We plan to have the same 5K route ending on the boardwalk on the south end of convention hall. A map will be provided.
6. Estimated attendance: 500 or more as the outdoor restriction number lifts we will increase our participant cap.
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used:
A volunteer comes and sets up two speakers, folding table and microphone
(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☒ YES ☐ NO Is there an admission charge? If yes, how much? Kids run - \$10 and the 5K - \$30
11. ☒ YES ☐ NO Is there a vendor charge? If yes, how much? \$250
12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? Saturday, August 10, 2021
- Location: Bradley Park and the boardwalk
- Contact person: Dawn Wilcox and Erin O'Neill
- Email: dwilcox@cs.wilcox.com Phone # 908-239-7416
- Email: erinoneill1111@gmail.com Phone # 908-672-2453

Attachment: cm 622 (2022-286 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: June 17, 2022Rain Date: June 24, 2022Time of Event: 5:30 pm to 6:30 pmSetup time: 5:00 pm Break-down time: 6:30 pmName of Event: #FirstServeOthers Trevor Walk Fundraiser and WalkathonLocation of Event: Asbury Park Boardwalk

Type of Event (check all that apply):

☐ Festival☐ Parade☐ Foot Race☐ Wedding*☐ Beach Event☐ Concert☐ Bike Ride/Race☐ Triathlon☐ Multi Day Event☐ Rally/Demonstration☐ Swim Event☐ Other: walkathon/fundraiser

***Wedding applicants only need to complete page 6.**

Attachment: cm 622 (2022-286 : Special Event Applications)



APPLICANT INFORMATION

1. Name of Applicant/Organization: First Service Residential
2. Address of Applicant: 21 Christopher Way Eatontown NJ 07724
3. Telephone #: 732-963-0216 Cell Phone #: 732-822-0431 E-mail: kaitlin.buchner@firstservice.com
4. Is your organization non-profit? If so, please provide Tax ID#
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage:
We are celebrating Pride Month as an organization and are
looking to set up a fundraiser for The Trevor Project to help support
putting an end to LGBTQ youth suicide. We are looking to have
all our associates and their families come out to support the cause
and walk up and down the boardwalk to raise money and awareness
by wearing our pride colors and handing out information on how
people can donate.
6. Estimated attendance: 20+
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☐ YES ☒ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used:

(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much?
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much?
12. ☐ YES ☒ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event?
- Location
- Contact person:
- Email Phone #

Attachment: cm 622 (2022-286 : Special Event Applications)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-287

Discharge of Mortgage for Barbara Brown for Property located at 301 Atkins Avenue

**RESOLUTION NO. 2022-287**

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

**RESOLUTION AUTHORIZING THE MAYOR & CITY COUNCIL TO EXECUTE A
DISCHARGE OF MORTGAGE FOR BARBARA BROWN FOR PROPERTY
LOCATED AT 301 ATKINS AVENUE, ASBURY PARK**

WHEREAS, the City of Asbury Park, through its Regional Contribution Agreement (RCA) Program, executed a mortgage to Barbara Brown in the total amount of \$18,949 for repairs to 301 Atkins Avenue, Asbury Park, Block 75 Lot 8, which was recorded at the Office of Monmouth County Clerk, Book OR-8952, Page 1108; and

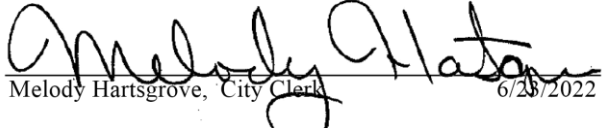
WHEREAS, the City agreed to grant the borrower an interest free deferred payment loan in the amount of \$18,949 on January 10th 2012 for a period of ten years; and

WHEREAS, Barbara Brown has satisfied the requirements of said loan and is requesting a Discharge of Mortgage for 301 Atkins Avenue; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of the Mortgage by the City with respect to 301 Atkins Avenue, Asbury Park.

I, MELODY HARTSGROVE, 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. 2022-287 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/28/2022

MELODY HARTSGROVE
CITY CLERK

Discharge of Mortgage

A certain Mortgage dated January 10, 2012 was made by City of Asbury Park

to Barbara Brown, 301 Atkins Avenue, Asbury Park, NJ 07712

This Mortgage was made to secure payment of \$ 18,949 and interest. It was recorded or registered in the office of the county recording officer of Monmouth County, State of New Jersey, on June 4, 2012, in Mortgage Book OR-8952 on Page 1108.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.
2. I sign and CERTIFY to this Discharge of Mortgage on June 23, 2022.

Witnessed or Attested by:

(Seal)

Donna M. Viero, City Manager,
City of Asbury Park

(Seal)

Melody Watson
Nelody Hartsgrove, City Clerk

STATE OF NEW JERSEY, COUNTY OF Monmouth
I CERTIFY that on June 23, 2022

SS:

personally came before me and stated to my satisfaction that this person (or if more than one, each person):
Donna M. Viero, City Manager

- (a) was the maker of the attached instrument;
- (b) executed this instrument as his or her own act.



Patricia F. Martuscelli

Patricia F. Martuscelli, Notary Public

Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF
I CERTIFY that on

SS:

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 to and did execute this instrument as City Manager
the entity named in this instrument; and,
- (c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:

The City of Asbury Park
1 Monmouth Plaza
Asbury Park, NJ 07712
Attn: Community Development

Print name and title below signature

(For Recorder's Use Only)



000ZX7

JUN 01 2012

3.C.2.b

CITY OF ASBURY PARK

REGIONAL CONTRIBUTION AGREEMENT REHABILITATION PROGRAM

MORTGAGE

This Mortgage is made and dated JANUARY 10, 2012
between

BARBARA BROWN
183 POWDERHORN DRIVE
LAKEWOOD, NJ 08701

(from now on called the "Borrower")

and
CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

(from now on called the "Lender")

The words Borrower and Lender include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lender and (b) anyone else who takes this Mortgage by transfer or assignment.

NOTE: The Borrower is borrowing the sum of (\$ 18,949) (the Principal) from the Lender. In return for this loan, the Borrower has signed a Note dated JANUARY 10, 2012 (the Note).

MORTGAGE AS SECURITY: The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, grants and conveys to the Lender all of the land, buildings, and other improvements (now or in the future erected) owned by the Borrower and located at Blk/Lot 75/8 301 ATKINS AVENUE, in the CITY of ASBURY PARK County of MONMOUTH and State of New Jersey (the property), the legal description of which is:

SEE ATTACHED

RETURN ADDRESS:

CITY OF ASBURY PARK
1 MUNICIPAL PLAZA
ASBURY PARK, NJ 07712
RCA DEPARTMENT

(104)

(MORTGAGE CONT'D)

SUBORDINATE MORTGAGE; This property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by _____ and dated _____. The First Mortgage was recorded in _____ County in Book _____ at Page _____ on _____.

MORTGAGE VOID ON FULL PAYMENT: When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lenders rights under the Note and secured by this Mortgage shall end.

The Borrower agrees to these terms:

1. The Borrower shall comply with all of the terms of the Note and this Mortgage.
2. The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
3. The Borrower is to occupy the premises for the term of the mortgage.
4. The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and other charges against the Property when due.
5. The Borrower shall pay or satisfy the principal under the terms of the Note.
6. The Borrower shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard coverage as the Lender may reasonably require. The insurance company, agent or broker, amounts of coverage, and forms of all policies must be acceptable to the Lender.
7. The Borrower shall keep the Property in good repair and shall not damage, destroy or abandon the Property.
8. This Mortgage is a lien of the Lender against the Property for the payment of the Note. Except for the First Mortgage, the Borrower shall not allow any superior lien against the Property.
9. The Borrower shall pay all payments due on all liens on the property and not violate any term of any other Mortgage.

Fidelity National Title Insurance Company**Commitment**

Agent File No.: W-208597

**SCHEDULE C
DESCRIPTION**

All that certain tract or parcel of land, situated, lying and being in the City of Abury Park in the County of Monmouth and the State of New Jersey, more particularly described as follows:

BEGINNING at the point of intersection of the westerly right of way line of Atkins Avenue with the northerly right of way line of Mattison Avenue and running; thence

(1) North 82 degrees 17 minutes 45 seconds West, along the northerly right of way line of Mattison Avenue, 50.00 feet to a point; thence

(2) North 7 degrees 30 minutes East 46.00 feet to a point; thence

(3) south 82 degrees 17 minutes 45 seconds East, 50 feet to a point in the westerly right of way line of Atkins Avenue; thence

(4) south 7 degrees 30 minutes West, along same 46.00 feet to the point and Place of BEGINNING.

The above description was drawn in accordance with a survey prepared by Ronald W. Post Surveying, Inc., dated 10-31-06.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Lot 8, Block 75 of the official Tax Map of the City of Abury Park.

(MORTGAGE CONT'D)

10. This Mortgage is binding on the Borrower, his or her heirs and personal representatives.
11. All notices under this Mortgage must be in writing by personal delivery, or certified mail, return receipt requested.
12. On payment or forgiveness of the principal under the terms of the Note, the Lender shall execute a cancellation of this Mortgage.
13. The Borrower agrees to this Mortgage by signing below. If the Borrower is a corporation, this Mortgage is signed by its proper corporate officers and its corporate seal is affixed.

THE BORROWER HAS RECEIVED A TRUE COPY OF THIS MORTGAGE WITHOUT CHARGE.

Witnessed or attested by:

Barbara Brown (Seal)
BARBARA BROWN

____ (Seal)

____ (Seal)

Captie J. J. J.

(MORTGAGE CONT'D)

State of New Jersey)

County MONMOUTH) ss.:

BE IT REMEMBERED, that on this 10th day of JANUARY, 20 12,

before me, the subscriber, an attorney-at-law of the State of New Jersey personally

appeared BARBARA BROWN and

who I am satisfied (is) (are) the Mortgagor(s) mentioned in the within instrument and thereupon signed this document. This person(s) acknowledged signing, sealing and delivering this document as (their) (his) (her) own voluntary act and deed for the uses and purposes therein expressed.

Carrie J. [Signature]

CRISTINA A. LEONARD
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires

September 8, 2015

TO THE REGISTER OR CLERK,

Record and return to:

County:

This mortgage is fully paid and satisfied.

I authorize you to cancel it off Record.

Lender:

I certify that the Lender's signature is genuine.

CITY OF ASBURY PARK

COUNTY OF MONMOUTH

REGIONAL CONTRIBUTION AGREEMENT REHABILITATION PROGRAM

MORTGAGE NOTE

This Mortgage Note is made on JANUARY 10, 2012

Between the Borrower (s) BARBARA BROWN

whose address is 138 POWDERHORN DRIVE
LAKEWOOD, NJ 08701

And the Lender CITY OF ASBURY PARK

whose address is 1 MUNICIPAL PLAZA, ASBURY PARK, NJ 07712

If more than one Borrower signs this Note, the word "I" shall mean each Borrower named above. The word "Lender" shall mean the original Lender and anyone else who takes this Note by transfer or assignment.

PROMISE TO PAY: In return for a loan that I received, I promise to pay (\$ 18,949) (the Principal) with no interest in its entirety upon vacating or the transfer of title of this property prior to the end of the 10 year after completion of the rehabilitation as evidenced by certification from the Housing Inspector of the City of Asbury Park.

In the event that I sell the property to an income-eligible purchaser (as defined by the New Jersey Council on Affordable Housing) this note and the loan it evidences, shall be assumable by the said purchaser.

MORTGAGE TO SECURE PAYMENT: The Lender has been given a Mortgage dated JANUARY 10, 2012, to protect the Lender if the promises made in this Note are not kept. I agree to keep all promises made in the Mortgage covering property (the Property) I own located at Block/Lot 75/8 301 ATKINS AVENUE in the City of ASBURY PARK in the County of MONMOUTH and the State of New Jersey. All terms of the Mortgage are made part of this Note.

RETURN ADDRESS:
 CITY OF ASBURY PARK
 1 MUNICIPAL PLAZA
 ASBURY PARK, NJ 07712
 RCA DEPARTMENT

(MORTGAGE NOTE CONT'D)

TERMS AND CONDITIONS: The Borrower has received this loan for the purpose of rehabilitating the Property in order to abate certified health and safety code violations.

The 10 year term shall begin on the date the Borrower receives proper certification that the Property is free of all code violations.

This Mortgage Note shall be due and payable at the time within the 10 year term that the Borrower vacates or transfers title to the Property, unless the property is sold to an income-eligible household in conformance with the Rules and Regulations of the N.J. Council on Affordable Housing and N.J. Housing and Mortgage Finance Agency. In such an event, this loan shall be assumable by the purchaser. The Mortgage Note amount will be forgiven at the end of the 10 year term.

In the event of the death of all of the Borrowers prior to the end of the 10 year term, the Mortgage Note shall be due and payable unless the beneficiaries of the Borrowers are income eligible and personally occupy the Property, in which event the Mortgage Note shall be due and payable in the event that the beneficiaries of the Borrower vacate or transfer title to the Property within the same 10 year term.

DEFAULT: If I fail to keep any other promise I make in this note or in the Mortgage, the Lender may declare that I am in default on the Mortgage and this Note. Upon default, I must immediately pay the full amount of, all unpaid principal, other amounts due on the Mortgage and this Note and the Lender's costs of collection and reasonable attorney fees.

WAIVERS: I give up my rights to require that the Lender do the following: (a) to demand payment (called "presentment"); (b) to notify me of nonpayment (called "notice of dishonor") and (c) to obtain an official certified statement showing nonpayment (called a "protest"). The Lender may exercise any right under this Note, the Mortgage or under any law, even if Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Lender does not waive its right to declare that I am in default by making payments or incurring expenses on my behalf.

LIABILITY OF BORROWER(S): The Lender may enforce any of the provisions of this Note against any one or more of the Borrowers who sign this Note.

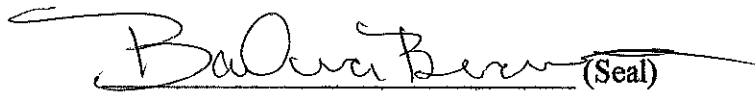
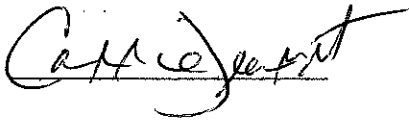
(MORTGAGE NOTE CON'D)

CHANGES TO THIS NOTE: This Note can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender.

SIGNATURES: I agree to the terms of this Note by signing below. If the Borrower is a corporation, its proper corporate officers sign and its corporate seal is affixed.

THE BORROWER HAS RECEIVED A TRUE COPY OF THIS NOTE WITHOUT CHARGE.

Witnessed or Attested by:


BARBARA BROWN (Seal)

(Seal)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-288

Appointment of Jana Manning to the Green Team.



RESOLUTION NO. 2022-288

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

RESOLUTION APPOINTING MEMBERS TO THE CITY OF ASBURY PARK GREEN TEAM

WHEREAS, the Mayor and Council wish to appoint certain individuals to serve on the Municipal Green Team, in accordance with the requirements of Sustainable New Jersey Certification; and

WHEREAS, the Green Team will meet on a as needed basis; and

WHEREAS, the City Manager or his/her designee shall serve as chairperson; and

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

1. That the following individuals is hereby appointed to serve on the Green Team:

<u>Appointee</u>	<u>Term to Expire</u>
Jana Manning	12/31/2022

2. A copy of this Resolution shall be provided to Donna Vieiro, City Manager, and Michele Alonso, Director of Planning and Redevelopment.

I, MELODY HARTSGROVE, 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. 2022-288 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/28/2022

MELODY HARTSGROVE
CITY CLERK



Application for Appointment as a Citizen to a Board, Committee or Commission

City of Asbury Park

3.C.3.a

Submitted On:

June 13, 2022 2:19am
America/New_York

Board, committee or commission you are applying for?	Green Team Committee
Name	Jana Manning
Do you reside within the City of Asbury?	Yes
Address	10 deal lake ct asbury park NJ 07712
Phone number	7322997010
Email	jana@manningdesigngroup.com
Are you 18 years of age or older?	Yes
Experience, civic activities & statement of interest: (List experience you may have, include other boards, committees etc. and why you wish to serve)	Relevant experience: Business owner since 2004. Former fashion executive. Certified Professional Interior Designer by the NJ State Board of Architects. Civic activities: Currently working with NJDOT on converting the AP Circle into pollinator habitat/ecological landscape (to support/enhance biodiversity & storm water management, and reduce carbon); Environmental book club leader. Pro bono design work for women's crisis center and Newark senior housing project as President of ASID NJ (American Society of Interior Designers). Former board member of SICA (Shore Institute for Contemporary Art - now closed). I wish to serve: to collaborate with my neighbors to help promote sustainable practices in AP. Pro-active measures and programs are every town's responsibility to reverse environmental damage, regenerate the planet, and protect against the related increase in weather events. I feel strongly compelled to add ecology, biodiversity, and evidence-based well-being to the conversation as these are under-represented and yet integral to the idea of sustainability. My profession as a designer of public spaces is to create functional, safe, and beautiful solutions with the widest range of added benefits. I would enjoy collaborating with my neighbors who share a love of Asbury Park and the planet to ensure we are doing our part.
Education	BS - International Business; Minor in Finance, Marymount College of Fordham University1986 AAS - Interior Design, Brookdale College 2003
Upload resume	https://seam.ly/sv4H2AtV Bio for ASID MN judging.docx
Do you have any conflicts you may have if chosen to serve?	No
Signature Data	First Name: jana Last Name: manning Email Address: jana@manningdesigngroup.com

Attachment: Jana Manning -Green Team 2022 (2022-288 : Appointments to the City of Asbury Park Green Team)

Jana Manning

Signed at: June 13, 2022 2:18am America/New_York



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-289

Appointment of Records Custodian for the City of Asbury Park Police Department: Captain David DeSane



RESOLUTION NO. 2022-289

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

RESOLUTION DESIGNATING THE APPOINTMENT OF A RECORDS CUSTODIAN IN THE CITY OF ASBURY PARK POLICE DEPARTMENT FOR THE PURPOSES OF OPEN PUBLIC RECORDS AND LITIGATION MATTERS

WHEREAS, the City of Asbury Park recognizes that requests for records pursuant to subpoenas and the Open Public Records Act (“OPRA”) must be acted upon within established time periods; and

WHEREAS, the City also recognizes that N.J.S.A. §47:1A *et seq.* Places the responsibility of OPRA responses on the Municipal Clerk; and

WHEREAS, the City of Asbury Park is aware that the City receives numerous requests for records pursuant to subpoena and OPRA, especially through the Police Department; and

WHEREAS, in an effort to expeditiously and accurately respond to said subpoenas and OPRA requests, and in accordance with the applicable rules and statutes governing same, the City shall designate Captain David DeSane, as Police Records Custodian of the City of Asbury Park Police Department as the designee for complying with subpoenas to the Police Department and responding to OPRA requests; and

WHEREAS, the Police Records Custodian of the City of Asbury Park Police Department shall be deputized by the Municipal Clerk to be solely responsible for subpoenas and OPRA requests issued to the City of Asbury Park Police Department; and

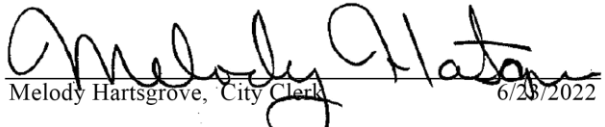
WHEREAS, the City Manager has determined that the designation of a Police Records Custodian is in the best interests of the City.

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

1. Captain David DeSane, shall be designated as the Public Records Custodian of the City of Asbury Park Police Department.
2. The Public Records Custodian of the City of Asbury Park Police Department shall be responsible for complying with subpoenas for records and OPRA requests and/or appearances served upon the City of Asbury Park Police Department.

I, MELODY HARTSGROVE, 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. 2022-289 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.



Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-290

Resolution Approving 2022-2023 Alcoholic Beverage Control License for Espinosa, Inc Liquor License in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2022-290

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

RESOLUTION APPROVING 2022-2023 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR ESPINOSA INC. IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-012-003 Espinosa Inc. d/b/a/ Posillipo Restaurant and Cocktail;
and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, has paid renewal fees to City of Asbury Park and the Division of ABC and subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2022 until June 30, 2023, is hereby renewed:

1303-33-012-003 Espinosa, Inc-715 Second Ave, Asbury Park, NJ

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, 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. 2022-290 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.



Melody Hartsgrove, City Clerk 6/28/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-291

Resolution Approving 2022-2023 Alcoholic Beverage Control License for AP Restaurant II-
d/b/a/ Watermark in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2022-291

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

RESOLUTION APPROVING 2022-2023 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR AP RESTAURANT II-D/B/A/ WATERMARK IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-32-026-009, AP Restaurant II. d/b/a Watermark; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2022 until June 30, 2023, is hereby renewed with the following existing special conditions:

1303-33-026-009 AP Restaurant II, LLC 800 Ocean Ave.

Watermark

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, 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. 2022-291 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.



Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-292

Resolution Approving 2022-2023 Alcoholic Beverage Control License for Asbury Festhalle & Biergarten in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2022-292

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

RESOLUTION APPROVING 2022-2023 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR ABG LIQUOR HOLDINGS, LLC-D/B/A/ ASBURY FESTHALLE & BIERGARTEN IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-049-012, ABG Liquor Holding, LLC d/b/a Asbury Festhalle & Biergarten; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

WHEREAS, the following existing special conditions will remain in place;

1303-33-049-012 ABG Liquor Holdings, LLC 527 Lake Ave. Asbury Festhalle & Biergarten

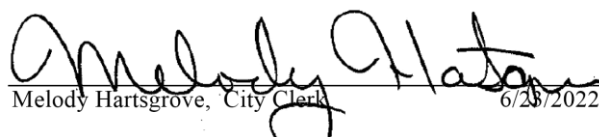
1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2022 until June 30, 2023, is hereby renewed with the following existing special conditions:

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, 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. 2022-292 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-293

Resolution Approving 2022-2023 Alcoholic Beverage Control License for Super Extra Liquors
in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2022-293

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

RESOLUTION APPROVING 2022-2023 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR PEREZ ROBERTO-D/B/A/ SUPER EXTRA LIQUORS IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-44-022-004, Perez Roberto d/b/a Super Extra Liquors; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

WHEREAS, the following existing special conditions will remain in place;

*Special Conditions: 1. Temporary signs be installed outside the premises to remind patrons not to loiter and to respect neighbors by controlling noise and smoking and promoting the responsible consumption of alcoholic beverages. Liquor store manager or designee must clear the front of the store of all person(s) hanging out, panhandling, drinking in public, etc.

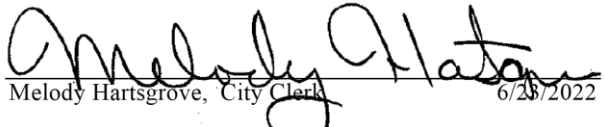
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2022 until June 30, 2023, is hereby renewed:

1303-44-022-004 Robert Perez 1005 Memorial Dr. *Super-Extra Liquors

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, 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. 2022-293 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.



Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-294

Resolution Approving 2022-2023 Alcoholic Beverage Control License for Georgie's the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2022-294

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

RESOLUTION APPROVING 2022-2023 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR GEORG EE, INC.-D/B/A/ GEORGIES IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-048-009 d/b/a Georgie's; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

WHEREAS, the following existing special conditions will remain in place;

1303-33-048-009 George-EE, Inc. 801-812 Fifth Ave. Georgie's

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2022 until June 30, 2023, is hereby renewed with the following existing special conditions:

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, 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. 2022-294 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.



Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-295

Resolution Approving 2022-2023 Alcoholic Beverage Control License for Sarawati, Inc.,-d/b/a/
Mak on Main Liquors in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2022-295

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

RESOLUTION APPROVING 2022-2023 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR SRI SARAWATI, INC-D/B/A/ MAK ON MAIN LIQUORS IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-44-039-007, SRI Sarawati, Inc, d/b/a Mak on Main Liquors; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2022 until June 30, 2023, is hereby renewed with the following special conditions:

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code

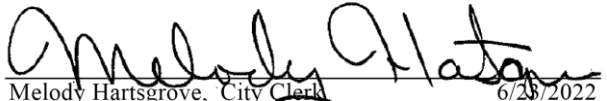
1303-44-039-007, SRI Sarawati, Inc. -d/b/a Mak on Main Liquors, 1500 Main Street, Asbury Park, NJ

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, 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. 2022-295 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-296

Resolution Approving a Liquor License with Special Conditions for Johnny Mac House of Spirits LLC d/ba/ Johnny Mac's for the 2022-2023 Licensing Year



RESOLUTION NO. 2022-296

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

RESOLUTION APPROVING A LIQUOR LICENSE WITH SPECIAL CONDITIONS FOR JOHNNY MAC HOUSE OF SPIRITS, LLC D/B/A JOHNNY MAC'S FOR THE 2022-2023 LICENSING YEAR

WHEREAS, Johnny Mac House of Spirits, LLC doing business as Johnny Mac's (the "**Licensee**") located at 206-208 Main Street is the holder of Liquor License Number: 1303-33-051-010 (the "**License**"); and

WHEREAS, the Licensee has applied for a License renewal for the 2022-2023 Licensing Year; and

WHEREAS, Police Chief Kelso issued an initial Memo dated June 4, 2019, 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, the Police Chief issued a memo dated June, 13, 2022, that the following special conditions be continued as part of the license for the 2022-2023 licensing year:

1. The Licensee shall hire three (3) off duty police officers on Friday nights and Saturday nights and nights before holidays from Memorial Day weekend through Labor Day weekend. The officers shall work from 10:30 p.m. through 3:00 a.m. If a substantial weather event is anticipated which will likely cause a reduced crowd to patronize the tavern (hurricane, etc.), the tavern may call the police department at least two (2) hours before the shift (8:30 p.m.) to request that the third officer not be required to work, which final decision will be decided by the Chief of Police or their designee.
2. The Licensee shall hire two (2) off-duty police officers on Friday nights and Saturday nights and nights prior to holidays from 10:30 p.m. to 2:30 a.m. from the weekend after Labor Day through the weekend before Memorial Day.
3. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club

nights.

4. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.
5. If requested by the Chief, the Licensee will provide camera footage from security personnel who wear Go Pro body cameras, if the footage is available at the time the request is made.
6. The Licensee shall employ only Techniques of Alcohol Management (a.k.a. "**TAM**") certified bartenders and/or ensure that bartenders attend the next available TAM course.
7. The Licensee shall place additional temporary barriers outside of their entrance/exit to deter patrons from jaywalking across Main Street. The barriers shall be placed on the sidewalk by the curb line (not in the street) not later than 10:00 p.m. and shall be removed not later than 3:00 a.m. on Friday and Saturday evenings and when special events have been advertised or larger crowds are expected, by way of example: the Wednesday prior to Thanksgiving, Memorial Day Weekend, Fourth of July, Labor Day Weekend, the Zombie Walk and the St. Patrick's Day Parade.
8. A representative of the Licensee and/or their security manager shall meet with or have a telephone call with the Chief of Police on a monthly basis, during the first week of each month.
9. The Chief shall have the discretion to relax the foregoing conditions after consultation with, and approval of, the Mayor and Council and City Manager.

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, 2022 to June 30, 2023 with the following special conditions:

1. 75% of floor space shall be dedicated to food service.
2. The Licensee shall hire three (3) off duty police officers on Fridays and Saturdays from Memorial Day weekend through Labor Day weekend, including nights before holidays from 10:30 p.m. through 3:00 a.m. If a substantial weather event is anticipated which will likely cause a reduced crowd to patronize the tavern (hurricane, etc.), the tavern may call the police department at least two (2) hours before the shift (8:30 p.m.) to request that the third officer not be required to work, which final decision

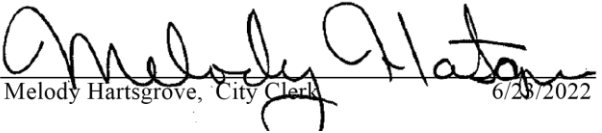
will be decided by the Chief of Police or their designee.

3. The Licensee shall hire two (2) off-duty police officers on Fridays and Saturdays, and nights before holidays from 10:30 p.m. to 2:30 a.m. from the weekend after Labor Day through the weekend before Memorial Day.
4. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
5. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.
6. If requested by the Chief, the Licensee will provide camera footage from security personnel who wear Go Pro body cameras, if the footage is available at the time the request is made.
7. The Licensee shall employ only Techniques of Alcohol Management (a.k.a. "TAM") certified bartenders and/or ensure that bartenders attend the next available TAM course.
8. The Licensee shall place additional temporary barriers outside of their entrance/exit to deter patrons from jaywalking across Main Street. The barriers shall be placed on the sidewalk by the curb line (not in the street) not later than 10:00 p.m. and shall be removed not later than 3:00 a.m. on Friday and Saturday evenings and when special events have been advertised or larger crowds are expected, by way of example: the Wednesday prior to Thanksgiving, Memorial Day Weekend, Fourth of July, Labor Day Weekend, the Zombie Walk and the St. Patrick's Day Parade.
9. A representative of the Licensee and/or their security manager shall meet with or have a telephone call with the Chief of Police on a monthly basis, during the first week of each month.
10. The Chief shall have the discretion to relax the foregoing conditions after consultation with, and approval of, the Mayor and Council and City Manager.

B. This Resolution shall take effect immediately.

I, MELODY HARTSGROVE, 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. 2022-296 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-297

Resolution Approving 2022-2023 Alcoholic Beverage Control License for 1211 Main Street, LLC in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2022-297

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

RESOLUTION APPROVING 2022-2023 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR 1211 MAIN STREET, LLC IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-025-005 1211 Main Street, LLC; and

WHEREAS, 1211 Main Street, LLC has been inactive; and

WHEREAS, the license holder has applied and has approval for a special ruling from the Director for the 2021-2022 license term. (Job#516966)

WHEREAS, the Chief of Police has reviewed said applications and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, subject to review and approval by the Division of Alcoholic Beverage Control.

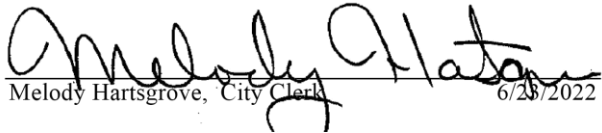
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2022 until June 30, 2023, is hereby renewed:

1303-33-025-005 -1211 Main Street, LLC (Pocket License)

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, 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. 2022-297 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-315

Resolution Approving 2022-2023 Alcoholic Beverage Control License for AP Restaurant V, LLC in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2022-315

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

RESOLUTION APPROVING 2022-2023 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR AP RESTAURANT V LLC, IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-044-016 AP Restaurant V, LLC; and

WHEREAS, AP Restaurant V, LLC has been inactive since September 11, 2019; and

WHEREAS, the license holder has applied and has approval for a special ruling from the Director for the 2022-2023 license term. (Job#518134)

WHEREAS, the Chief of Police has reviewed said applications and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, subject to review and approval by the Division of Alcoholic Beverage Control.

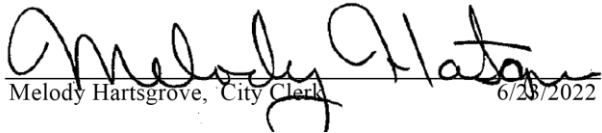
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2022 until June 30, 2023, is hereby renewed:

1303-33-044-016 AP Restaurant V, LLC (Pocket License)

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, 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. 2022-315 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-316

Resolution Approving 2022-2023 Alcoholic Beverage Control License for Monmouth Lodge #122, IBPOE of WPride of Asbury Temple 64 in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2022-316

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

RESOLUTION APPROVING 2022-2023 LIQUOR LICENSE RENEWAL FOR 1303-33-013-001 MONMOUTH LODGE #122, IBPOE OF WPride OF ASBURY TEMPLE 64

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, 2022 to June 30, 2023 be granted to license 1303-33-013-001, Monmouth Lodge #122, IBPOE of WPride of Asbury Temple 64, located at 1101 Asbury Ave. a/k/a Monmouth Lodge

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-013-001 Monmouth Lodge #122, IBPOE of WPride of Asbury Temple 64; and

WHEREAS, Monmouth Lodge #122, IBPOE of WPride of Asbury Temple 64 has been inactive since September 25, 2008; and

WHEREAS, the license holder has applied and has approval for a special ruling from the Director for the 2022-2023 license term. (Job#518373)

WHEREAS, the application appears to be in proper form, subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2022 until June 30, 2023, is hereby renewed:

1303-33-013-001 Monmouth Lodge #122, IBPOE of WPride of Asbury Temple 64

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, 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. 2022-316 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-298

Resolution Approving 2022-2023 Alcoholic Beverage Control License for Stella Marina in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2022-298

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

RESOLUTION APPROVING 2022-2023 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR AP RESTAURANT 1 LLC-D/B/A/ STELLA MARINA IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-021-008, AP Restaurant 1, LLC d/b/a Stella Marina; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

WHEREAS, the following existing special conditions will remain in place;

1303-33-021-008 AP Restaurant I 800 Ocean Ave.

Stella Marina

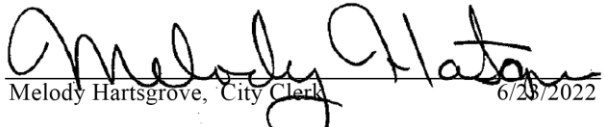
1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2022 until June 30, 2023, is hereby renewed with the following existing special conditions:

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, 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. 2022-298 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.



Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-299

Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC
d/b/a Porta for the 2022-2023 Licensing Year



RESOLUTION NO. 2022-299

**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 2022-2023 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 2022-2023 Licensing Year; and

WHEREAS, Police Chief Kelso issued a Report dated June 13, 2022 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 Chief’s Memo detailed certain issues at the licensed premises and as a result recommended an additional special condition; and

WHEREAS, the Chief recommends to the Mayor and Council the following existing conditions set forth below shall remain.

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, 2022 to June 30, 2023 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.

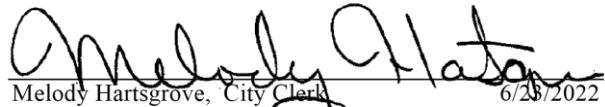
4. The Licensee shall hire six (6) off-duty police officers during the months of May through September on Friday and Saturday nights from 10:30 p.m. until 2:30 a.m. During these times, at the sole discretion of the Chief, up to eight (8) off-duty police officers may be required. Further, during these times, at the sole discretion of the 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 shall hire a minimum of (4) Security Officers to work the entrances / exterior of the building to assist with quality of life issues from midnight to closing on Friday and Saturday nights.
7. 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.
8. The Licensee shall eliminate 16 oz. mixed drinks from the club menu and serve mixed drinks in glass sizes no larger than 12 oz.
9. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
10. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.
11. 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.
12. 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.

13. 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.
14. 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.
15. 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.
16. The Licensee shall have no new patrons after 1 a.m.
17. A representative of the Licensee and/or their security manager shall meet with or have a telephone call with the Chief of Police on a monthly basis, during the first week of each month.
18. The Chief of Police 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.
19. Upon receipt of a credible and legitimate noise complaint that has been investigated by the shift commander within the Police Department, Licensee shall close open exterior doors upon the request of the Shift Commander.
20. Anytime an incident occurs (arrest), the on-duty Manager will document the case and ensure the surveillance footage is made available for the Asbury Park Police Department. Storage of said footage is currently 40 to 50 days and will be increased to at least 60 days.

B. This Resolution shall take effect immediately.

I, MELODY HARTSGROVE, 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. 2022-299 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/28/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-300

Resolution Approving a Liquor License with Special Conditions for Bond Street Bar & Grill, LLC (d/b/a Bond Street Bar and Grill, Capitoline and Loteria) for the 2022-2023 Licensing Year



RESOLUTION NO. 2022-300

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

RESOLUTION APPROVING A LIQUOR LICENSE WITH SPECIAL CONDITIONS FOR BOND STREET BAR & GRILL, LLC (D/B/A BOND STREET BAR AND GRILL, CAPITOLINE AND LOTERIA) FOR THE 2022-2023 LICENSING YEAR

WHEREAS, Bond Street Bar & Grill, LLC doing business as Bond Street Bar & Grill, Capitoline and Loteria (the “Licensee”) located at 208 Bond Street is the holder of Liquor License Number: 1303-33-034-013 (the “License”); and

WHEREAS, the Licensee has applied for a License renewal for the 2022-2023 Licensing Year; and

WHEREAS, Police Chief Kelso issued a Memo dated June 13, 2022 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, the Police Chief made the following recommendations to the following special conditions:

1. The Licensee shall hire two (2) off-duty police officers and two (2) security guards on Friday nights and Saturday nights and nights prior to holidays from 10:30 p.m. to 2:30 a.m. from the weekend before Memorial Day through the weekend after Labor Day and all major holidays.
 - (a) One Security Officer shall be positioned at front entrance of Capitoline.
 - (b) One Security Officer shall be positioned at front entrance of Bond Street Bar.
2. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
3. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

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

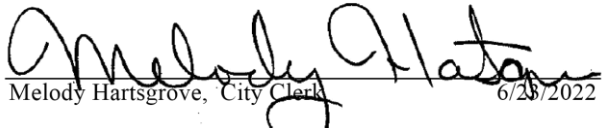
A. The License renewal be granted for the period of July 1, 2022 to June 30, 2023 with the following special conditions:

1. The Licensee shall hire two (2) off-duty police officers and two (2) security guards on Friday nights and Saturday nights and nights prior to holidays from 10:30 p.m. to 2:30 a.m. from the weekend before Memorial Day through the weekend after Labor Day and all major holidays.
 - (a) One Security Officer shall be positioned at front entrance of Capitoline.
 - (b) One Security Officer shall be positioned at front entrance of Bond Street Bar.
2. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
3. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.
4. The Chief shall have the discretion to relax the foregoing conditions after consultation with, and approval of, the Mayor and Council and City Manager.

B. This Resolution shall take effect immediately.

I, MELODY HARTSGROVE, 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. 2022-300 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-301

Resolution Approving 2022-2023 Alcoholic Beverage Control License for Steinbach Liquor License, LLC Trading As- Asbury Ale House/ Lola's Cafe/ The Bonney Read in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2022-301

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

RESOLUTION APPROVING A LIQUOR LICENSE RENEWAL WITH SPECIAL CONDITIONS FOR STEINBACH LIQUOR LICENSE, LLC TRADING AS- ASBURY ALE HOUSE/ LOLA'S CAFE/ THE BONNEY READ RELATING TO LICENSE NUMBER 1303-33-017-012, FOR THE 2022-2023 LICENSING TERM.

WHEREAS, Steinbach Liquor Lic. LLC, trading as Asbury Ale House (also referenced as the “Licensee”), is the holder of a liquor license bearing license number **1303-33-017-012** (also referenced as the “License”) for premises located at 541 Cookman Avenue (also referenced as the “licensed premises”); and

WHEREAS, the Licensee has applied for renewal of the License for the 2022-2023 licensing term (covering the period from July 1, 2022 to June 30, 2023); and

WHEREAS, Police Chief Kelso has recommended that the License be renewed for the 2022-2023 licensing term with the existing special conditions maintained.

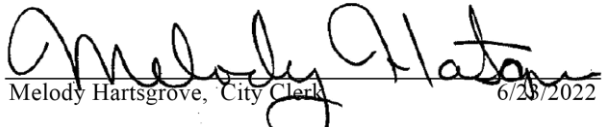
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, as follows:

1. That liquor license number **1303-33-017-012**, as issued to the Licensee for premises located at 541 Cookman Avenue, is hereby renewed for the 2022-2023 licensing term, subject to the special conditions referenced below.
2. That the following existing special conditions shall continue to apply to the License for the 2022-2023 licensing term:
 - (a) At least seventy-five percent (75%) of the floor space of the licensed premises shall be dedicated to food service; and
 - (b) The security and bar staff of the licensed premises shall clean sidewalks and curbs adjacent to the licensed premises nightly after club nights and in the morning following club nights. The Licensee must adhere to the City’s Property Maintenance Code (Chapter XIII of the City Code).
 - (c) The Licensee shall hire a minimum of (4) Security Officers to work the front doors to assist with quality of life issues on Friday and Saturday nights.

3. That the following existing special condition(s) shall also apply to the License for the 2022-2023 licensing term:
 - (a) The Licensee shall hire two (2) off-duty Asbury Park Police Officers on Friday evenings and Saturday evenings, who shall work from 10:30 p.m. through 2:30 a.m., in order to assist with crowd management and control and the orderly running of the licensed premises. The Chief of Police shall have the discretion to relax this condition from time to time as needed after consultation with, and approval of, the Mayor and Council and City Manager.
4. The Chief shall have the discretion to relax the foregoing conditions after consultation with, and approval of, the Mayor and Council and City manager.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) State of New Jersey Division of Alcoholic Beverage Control;
 - (b) Steinbach Liquor Lic. LLC, trading as Asbury Ale House;
 - (c) Police Chief David Kelso;
 - (d) Donna M. Vieiro, City Manager; and
 - (e) Frederick C. Raffetto, Esq., City Attorney

I, MELODY HARTSGROVE, 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. 2022-301 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-302

Payment of Bills.



RESOLUTION NO. 2022-302

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

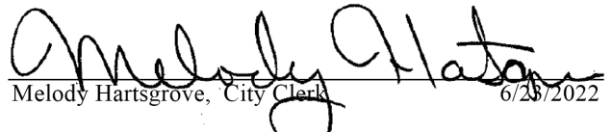
BE IT RESOLVED, that these vouchers payable totaling \$3,126,513.36

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	\$ 1,652,509.15
BOARD OF EDUCATION	1,074,953.00
DEBT SERVICE	<u>399,051.21</u>
 TOTAL VOUCHERS	 \$ <u>3,126,513.36</u>

I, MELODY HARTSGROVE, 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. 2022-302 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK

June 15, 2022
09:04 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: N Aprv: N Rcvd: N
Range: 1-First to 2-Last Bid: Y State: Y Other: Y Exempt: N
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/22 Include Non-Budgeted: N
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

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

1-01-25-240-000-222	POLICE Training					
STATOX	STATE TOXICOLOGY LABORATORY	22-01569	NOVEMBER 2021 SLEO 1 TESTING	270.00	0.00	
	Extd Total: POLICE DEPARTMENT			270.00		
	Department Total: POLICE			270.00		

Department: FIRE DEPT.
Extd: FIRE DEPARTMENT

1-01-25-265-000-298	FIRE DEPT. Special Operations					
WITME005	WITMER PUBLIC SAFETY GROUP INC	21-03403	#2183128 ANCHOR STRAPS	364.00	0.00	
	Extd Total: FIRE DEPARTMENT			364.00		
	Department Total: FIRE DEPT.			364.00		
	CAFR Total:			634.00		
	Fund Total: CURRENT			634.00		

Fund: SEWER UTILITY: BUDGET:
Department: UTILITY OE
Extd: SEWER UTILITY O/E: OTHER EXPENSES:

1-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
TMASSO	T & M ASSOCIATES	21-02983	CARBON MEDIA REPLACEMENT	1,677.01	0.00	B
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			1,677.01		
	Department Total: UTILITY OE			1,677.01		
	CAFR Total:			1,677.01		
	Fund Total: SEWER UTILITY: BUDGET:			1,677.01		
	Year Total:			2,311.01		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

2-01-20-100-000-207	ADMINISTRATION Contractual					
BIRDS005	BIRDS BEWARE INC.	22-00932	2ND QTR 2022 CLEARING AND	500.00	0.00	B
BIRDS005	BIRDS BEWARE INC.	22-00933	2ND QTR 2022 CLEARING AND	1,000.00	0.00	B
				1,500.00		

2-01-20-100-000-209	ADMINISTRATION Professional Services					
SUREN005	SURENIAN, EDWARDS & NOLAN LLC	22-01541	APRIL 2022 SERVICES RENDERED	5,057.00	0.00	

Attachment: Bill List 6-22-22 (2022-302 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Page No: 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-20-100-000-209	ADMINISTRATION Professional Services Continued					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	22-01583 Inv 3472 Afford. Hsg. MAY 2022			272.50	0.00	
				5,329.50		
	Extd Total: ADMINISTRATION			6,829.50		
	Department Total: ADMINISTRATION			6,829.50		
Department: CENTRAL FUNCTIONS						
Extd: CENTRAL FUNCTIONS						
2-01-20-115-000-299	CENTRAL FUNCTIONS Misc.					
UNIPAR UNITED PARCEL SERVICE, INC.	22-01661 #210F98242 Postage 6/7/22			19.11	0.00	
	Extd Total: CENTRAL FUNCTIONS			19.11		
	Department Total: CENTRAL FUNCTIONS			19.11		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
2-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK ASBURY PARK PRESS	22-01590 ADVERTISEMENTS 5/28/2022			253.52	0.00	
2-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC GRANICUS, LLC	22-01543 INVOICE #152001 JUNE 2022			706.20	0.00	
PARKE005 PARKER MCCAY, PA	22-01591 INV #347696 & 697 MAY 2022			1,947.50	0.00	
				2,653.70		
	Extd Total: MUNICIPAL CLERK			2,907.22		
	Department Total: MUNIC CLERK			2,907.22		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
2-01-20-130-000-202	FINANCE Office Supplies					
WBMASON W.B.MASON CO., INC.	22-01630 FINANCE SUPPLIES			520.02	0.00	
2-01-20-130-000-206	FINANCE Copier					
MUNCAP MUNICIPAL CAPITAL CORPORATION	22-01595 #19027 CONTRACT #53 OF 60			2,970.77	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION	22-01659 #18726 CONTRACT PMT #57 OF 60			515.72	0.00	
				3,486.49		
2-01-20-130-000-222	FINANCE Training					
INSFOR INSTITUTE FOR PROFESSIONAL	22-01567 BID SPECIFICATION WEBINAR 6/8			50.00	0.00	
INSFOR INSTITUTE FOR PROFESSIONAL	22-01701 Redemption Seminar J. BOOS			50.00	0.00	
				100.00		
	Extd Total: FINANCIAL ADMINISTRATION			4,106.51		
	Department Total: FINANCE			4,106.51		

Attachment: Bill List 6-22-22 (2022-302 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
2-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
AMAZ0005 AMAZON.COM SERVICES	22-01502 City Manager Printer			749.00	0.00	
2-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
CBTNU005 CBT NUGGETS, LLC	22-01399 Q#2653715 2022 Renewal			1,198.00	0.00	
SHIINT SHI INTERNATIONAL CORP	22-01400 Q#21898109 CivicPlus Renewal			4,276.79	0.00	
CONCON CONSTANT CONTACT, INC.	22-01401 INV#7XGSL9DAB13022 '22 Renewal			1,050.00	0.00	
FILEB005 FILE BANK, INC.	22-01637 April - May 2022 Monthly			<u>6,017.13</u>	0.00	
				12,541.92		
Extd Total: COMPUTERIZED DATA PROCESSING				13,290.92		
Department Total: COMPUTER MIS				13,290.92		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
2-01-20-145-000-206	TAX REV ADMIN Purchase Equipment					
MGLFOR MGL FORMS-SYSTEMS, LLC	22-01123 2022-2023 TAX BILLS			697.80	0.00	
Extd Total: TAX REVENUE ADMINISTRATION				697.80		
Department Total: TAX REV ADMIN				697.80		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
2-01-20-151-000-201	DIRECTOR OF COMMUN. office Supplies					
WBMASON W.B.MASON CO., INC.	22-01408 Office Supplies			308.92	0.00	
Extd Total: DIRECTOR OF COMMUNICATIONS				308.92		
Department Total: DIRECTOR OF COMMUNICATIONS				308.92		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
2-01-20-155-000-209	LEGAL SERVICES Fees					
LAWOF005 LAW OFFICE OF GENE J ANTHONY	22-01601 #20814 MAY RENT LEVELING			753.30	0.00	
GENBUR GENOVA BURNS LLC	22-01684 Invoice 476991 General PD			<u>11,772.45</u>	0.00	
				12,525.75		
Extd Total: LEGAL SERVICES				12,525.75		
Department Total: LEGAL SERVICES				12,525.75		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
2-01-20-162-000-202	APTV Equipment					
AMAZ0005 AMAZON.COM SERVICES	22-01597 Video switcher for chambers			914.99	0.00	
Extd Total: CABLE TV ADVISORY COMMITTEE				914.99		
Department Total: APTV				914.99		

Attachment: Bill List 6-22-22 (2022-302 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: ENGINEER SERV Extd: ENGINEERING SERVICES						
2-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	22-01670	LAF425098 May 2022 General Eng	6,248.65	0.00	
	Extd Total: ENGINEERING SERVICES			6,248.65		
	Department Total: ENGINEER SERV			6,248.65		
	CAFR Total:			47,849.37		
Department: Planning Department Extd: Planning Department						
2-01-21-179-000-207	PLANNING DEPT. Training/Cert.					
SUSJER	SUSTAINABLE JERSEY	22-01614	SJ Summit registration- Irina	38.00	0.00	
	Extd Total: Planning Department			38.00		
	Department Total: Planning Department			38.00		
Department: PLANNING BOARD Extd: PLANNING BOARD						
2-01-21-180-000-201	PLANNING BOARD General Plant					
THEBE005	THE BEEKMAN LAW FIRM, LLC	22-01422	BEEKMAN PB Inv#PB 5-22 General	1,800.00	0.00	
	Extd Total: PLANNING BOARD			1,800.00		
	Department Total: PLANNING BOARD			1,800.00		
	CAFR Total:			1,838.00		
Department: CODE ENFORCE Extd: CODE ENFORCEMENT AND ADMIN.						
2-01-22-195-000-201	CODE ENFORCEMENT Office Supplies					
WBMASON	W.B.MASON CO., INC.	22-01499	Office supplies	426.80	0.00	
	Extd Total: CODE ENFORCEMENT AND ADMIN.			426.80		
	Department Total: CODE ENFORCE			426.80		
	CAFR Total:			426.80		
Department: LIAB INSURANCE Extd: LIABILITY INSURANCE						
2-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM	PMA MANAGEMENT CORPORATION	22-01656	May 2022 Billing Statement	33,721.91	0.00	
	Extd Total: LIABILITY INSURANCE			33,721.91		
	Department Total: LIAB INSURANCE			33,721.91		

Attachment: Bill List 6-22-22 (2022-302 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: WORKERS COMP Extd: WORKER'S COMPENSATION						
2-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM	PMA MANAGEMENT CORPORATION	22-01656	May 2022 Billing Statement	106,875.68	0.00	
	Extd Total: WORKER'S COMPENSATION			106,875.68		
	Department Total: WORKERS COMP			106,875.68		
	CAFR Total:			140,597.59		
Department: POLICE Extd: POLICE DEPARTMENT						
2-01-25-240-000-202	POLICE Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	22-01355	Detective Champoullion Cards	45.00	0.00	
2-01-25-240-000-204	POLICE Towing					
BENAUT	BENNETT'S AUTO RECOVERY, INC.	22-01574	INV #22-18960 5/3/22 PD TOWING	20.00	0.00	
2-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	22-01430	#2016328A APRIL 2022 SERVICES	4,700.00	0.00	
2-01-25-240-000-211	POLICE HR Testing					
INSPSY	INSTITUTE FOR FORENSIC	22-01572	#16876 5/19/22 EVALUATION	425.00	0.00	
2-01-25-240-000-216	POLICE Supplies-Compu.					
AMAZ0005	AMAZON.COM SERVICES	22-01402	AXIS PTZ Cameras	3,998.00	0.00	
2-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM	WIRELESS COMMUNICATIONS &	22-01356	#M60986 MAY 2022	1,220.00	0.00	
NJSTATE	NJ STATE ASSOCIATION OF CHIEFS	22-01429	#IN-12269 program fee 2022	1,667.00	0.00	
OPTIMUM	OPTIMUM	22-01573	#07866-182313-01-5 5/8 - 6/7	287.99	0.00	
				3,174.99		
2-01-25-240-000-221	POLICE Ammunition					
EAGPOI	EAGLE POINT GUN	22-00849	AMMUNITION	4,040.80	0.00	B
2-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC	22-00554	2022 PRISONER MEALS	23.28	0.00	B
	Extd Total: POLICE DEPARTMENT			16,427.07		
	Department Total: POLICE			16,427.07		
Department: FIRE DEPT. Extd: FIRE DEPARTMENT						
2-01-25-265-000-214	FIRE DEPT. Building Maintenance					
APPBRO	APPLIANCE BROKERS OF ASBURY	22-01424	QUOTE#205525 WINDOW AC UNIT	249.00	0.00	
GRAING	GRAINGER, INC.	22-01521	Quote: QTE1938394391	572.21	0.00	
WESPES	WESTERN PEST SERVICES	22-01664	INV# 7799279 JUNE 2022	116.00	0.00	
				937.21		

Attachment: Bill List 6-22-22 (2022-302 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-25-265-000-229	FIRE DEPT. Medical Sup.					
SEAWEL	SEABOARD WELDING SUPPLY, INC.	22-00019	BLANKET PO FOR OXYGEN N.T.E.	45.00	0.00	B
VERALP	V.E. RALPH & SON, INC.	22-01404	Q# 97866 EPIPENS ADULT & CHILD	680.00	0.00	
				725.00		
2-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
CORON005	CORONIS HEALTH RCM, LLC dba	22-01423	Invoice CHRCM4799 April Fees	3,538.28	0.00	
2-01-25-265-000-298	FIRE DEPT. Special Operations					
UPTFAS	UP-TITE FASTNERS INC.	22-00398	Blanket PO not to Exceed	140.16	0.00	B
	Extd Total: FIRE DEPARTMENT			5,340.65		
Extd:	FIRE HYDRANT					
2-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	22-01657	#1018-210026567043 4/26-5/23	18,581.84	0.00	
	Extd Total: FIRE HYDRANT			18,581.84		
	Department Total: FIRE DEPT.			23,922.49		
Department:	PROSECUTOR					
Extd:	MUNICIPAL PROSECUTOR					
2-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	22-01576	prosecutor may 2022	5,200.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			5,200.00		
	Department Total: PROSECUTOR			5,200.00		
	CAFR Total:			45,549.56		
Department:	STREETS & ROAD					
Extd:	STREETS & ROADS MAINTENANCE					
2-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
AKEQU005	A&K EQUIPMENT COMPANY INC.	22-00906	BLANKET PO FOR VARIOUS PARTS	894.98	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	22-01073	various parts	135.10	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-01248	VARIOUS PARTS NEEDED	412.48	0.00	B
SEAFOR	SEA BREEZE FORD INC.	22-01331	various parts	195.95	0.00	B
DORSLI	DORAN SLING & ASSEMBLY CORP.	22-01511	winch cables for garbage truck	492.60	0.00	
				2,131.11		
2-01-26-290-000-205	STREETS & ROAD Snowstorm Expenses					
THEHAR	THE HARDWARE STORE	22-01558	INVOICE #1528420 24 washers	65.88	0.00	
2-01-26-290-000-208	STREETS & ROAD Concrete					
SUFFREDI	SUFFOLK REDI-MIX	22-01105	READY MIX CONCRETE BLANKET PO	1,490.00	0.00	B
2-01-26-290-000-209	STREETS & ROAD Fees					
TREDEP	TREASURER-STATE NJ - NJDEP	22-01641	PID 750452 Turf Club	925.00	0.00	
2-01-26-290-000-214	STREETS & ROAD Dues/Memberships					
FRACAR	FRANKLIN D. CARSON JR.	22-01665	reimbursement boiler license	160.00	0.00	

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2-01-26-290-000-215	STREETS & ROAD	Misc. Hardware				
UPTFAS	UP-TITE FASTNERS INC.	22-00536	Misc Hardware/Tools N.T.E.	34.70	0.00	B
GRAING	GRAINGER, INC.	22-00744	Open PO Electrical Supplies	41.92	0.00	B
BENSHA	BEN SHAFFER RECREATION INC.	22-01179	Victor Stanley Plastic Liners	2,761.00	0.00	
QUEVAC	QUEEN VACUUM & SEWING MACHINE	22-01496	(2) outer bags/freight charge	82.98	0.00	
				<u>2,920.60</u>		
2-01-26-290-000-216	STREETS & ROAD	Carpentry Supplies				
GRAING	GRAINGER, INC.	22-00140	MISC HARDWARE SUPPLIES NEEDED	137.72	0.00	B
2-01-26-290-000-234	STREETS & ROAD	Road Supplies				
ATLPLU	ATLANTIC PLUMBING SUPPLY CORP.	22-01549	Trench Drain	1,368.36	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	22-01561	#250784 HOT MIX ASPHALT 5/6/22	91.96	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	22-01609	#252439 HOT MIX ASPHALT 5/20	75.38	0.00	
				<u>1,535.70</u>		
2-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
CICFAR	CICCONI FARMS, INC.	22-00823	flowers, plants mulch etc.	493.60	0.00	B
CICFAR	CICCONI FARMS, INC.	22-01435	Various flowers,plants&bushes	651.10	0.00	B
ANJEC	ANJEC	22-01663	2022 Membership Dues	375.00	0.00	
				<u>1,519.70</u>		
2-01-26-290-000-270	STREETS & ROAD	Wesley Lake Commission				
ABBPON	ABBY PONDS, INC.	22-00736	Q#BLGQ4667 Fountain Repair	4,357.23	0.00	
			Extd Total: STREETS & ROADS MAINTENANCE	15,242.94		
			Department Total: STREETS & ROAD	15,242.94		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
2-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM	DELISA DEMOLITION, INC.	22-01544	#234761 & 234760 CONSTR DEBRIS	2,521.20	0.00	
RUBREC	RUBBERCYCLE LLC	22-01554	INV #146445 TIRE DISPOSAL	54.00	0.00	
MAZMUL	MAZZA MULCH, INC.	22-01556	brush disposal 5/21/2022	600.00	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	22-01557	#491875 RECYCLING MAY 2022	7,832.98	0.00	
DELDEM	DELISA DEMOLITION, INC.	22-01564	#236216 TRASH FEES 5/16 - 5/31	32,983.00	0.00	
TRECTY	TREASURER CTY OF MONMOUTH	22-01565	disposal fee grit screenings	1,360.90	0.00	
DELDEM	DELISA DEMOLITION, INC.	22-01566	INV #236082 HAUL FEE & BRUSH	610.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	22-01613	#236248 & 236249 CONSTR DEBIS	3,088.78	0.00	
				<u>49,050.86</u>		
2-01-26-305-000-218	SOLID WASTE	Contract.Serv.				
DELDEM	DELISA DEMOLITION, INC.	22-01439	#235978 JUNE 2022	45,416.65	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	22-01592	#492790 BULKY WASTE MAY 2022	4,175.24	0.00	
				<u>49,591.89</u>		
			Extd Total: SOLID WASTE COLLECTION	98,642.75		
			Department Total: SOLID WASTE	98,642.75		

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Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
2-01-26-310-000-203	BUILDING & GND Misc. Hardware					
GRAING	GRAINGER, INC.	22-00731	Q#2050369149 APFD Supplies	347.60	0.00	B
GRAING	GRAINGER, INC.	22-01619	Lever / lockset	148.15	0.00	
				495.75		
2-01-26-310-000-204	BUILDING & GND Building Supplies					
ATLLOK	ATLANTIC LOCK & SAFE	22-00205	Miscellaneous Supplies Needed	317.00	0.00	B
KEMFLA	KEMPTON FLAG LLC	22-01394	US 20x30ft. flag	925.00	0.00	
				1,242.00		
2-01-26-310-000-205	BUILDING & GND Electrical Supplies					
MONARCH	MONARCH ELECTRIC COMPANY	22-01594	FEB & MARCH 2022 INVOICES	125.23	0.00	
2-01-26-310-000-209	BUILDING & GND Fees					
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	22-01537	#19904064 INSPECTION FIRE EX-	907.45	0.00	
2-01-26-310-000-218	BUILDING & GND Contract.Serv.					
TERPES	THE TERMINIX INTERNATIONAL CO	22-01562	INV#420562874 PD PEST CONTROL	500.00	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	22-01563	pest control various locations	592.00	0.00	
				1,092.00		
	Extd Total: BUILDINGS & GROUNDS			3,862.43		
	Department Total: BUILDING & GND			3,862.43		
	CAFR Total:			117,748.12		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
2-01-27-350-000-205	SENIOR CENTER Recreation & Social					
SHORIT	SAKER SHOPRITE, INC.	22-01379	Fruit&Veggie Platters	185.95	0.00	
2-01-27-350-000-210	SENIOR CENTER Classes					
BODYB005	BODY BY BEY	22-01016	2ND QUARTER 2022 CLASSES	225.00	0.00	B
	Extd Total: SENIOR CENTER			410.95		
	Department Total: SENIOR CENTER			410.95		
	CAFR Total:			410.95		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
2-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
JCPL	JCPL	22-01596	#100 016 434 381 4/27-5/26	8,243.78	0.00	
NJAMER	N.J. AMERICAN WATER CO.	22-01657	#1018-210026567043 4/26-5/23	4,360.65	0.00	
NJAMER	N.J. AMERICAN WATER CO.	22-01671	#1018-210024751262 5/5-6/2	20.94	0.00	
				12,625.37		
	Extd Total: LIGHT,HEAT,POW			12,625.37		

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Extd:	STREET/TRAFFIC					
2-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL	22-01586 #200 000 001 293 MASTER ACCT			492.10	0.00	
JCPL JCPL	22-01596 #100 016 434 381 4/27-5/26			4,940.62	0.00	
				5,432.72		
	Extd Total: STREET/TRAFFIC			5,432.72		
	Department Total: LIGHTING			18,058.09		
Department: TELEPHONE						
Extd:	TELEPHONE					
2-01-31-440-000-299	TELEPHONE Misc.					
VERZON VERIZON BUSINESS	22-01655 #152-069-551-0001-78 6/4-7/3			124.99	0.00	
VERIZON VERIZON WIRELESS	22-01669 #2269861-00001 5/5-6/4			1,189.30	0.00	
				1,314.29		
	Extd Total: TELEPHONE			1,314.29		
	Department Total: TELEPHONE			1,314.29		
Department: GASOLINE						
Extd:	GASOLINE					
2-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	22-01411 #17379636 & 17392588 FUEL			16,348.07	0.00	
	Extd Total: GASOLINE			16,348.07		
	Department Total: GASOLINE			16,348.07		
	CAFR Total:			35,720.45		
Department: MUNIC COURT						
Extd:	MUNICIPAL COURT					
2-01-43-490-000-219	MUNIC COURT Judges Fees					
MICHA015 MICHAEL G. CELLI JR	22-01577 conflict judge may 2022			500.00	0.00	
2-01-43-490-000-247	MUNIC COURT Leases					
GREFIN GREATAMERICA FINANCIAL SVCS.	22-01579 INVOICE #31675736 JULY 2022			145.00	0.00	
	Extd Total: MUNICIPAL COURT			645.00		
	Department Total: MUNIC COURT			645.00		
	CAFR Total:			645.00		

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CAFR:	CURRENT FUND NON BUDGET ACCTS:					
Department:	TAXES PAYABLE:					
Extd:	TAXES PAYABLE:					
2-01-55-001-000-028	Refund of Prior Year Revenue					
STATE005 STATE OF N.J.	DEPT. TREASURER 22-01584 USAR /TF1 /reimbursement			4,632.77	0.00	
	Extd Total: TAXES PAYABLE:			4,632.77		
	Department Total: TAXES PAYABLE:			4,632.77		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			4,632.77		
	Fund Total: CURRENT			395,418.61		
Fund:	BEACH					
Department:	UTILITY OE					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
2-05-55-502-000-206	BEACH UTILITY O/E: Purchase of Equipment					
ACCESS ACCESSREC, LLC	22-00995 aluminum connector- for mats			3,364.00	0.00	
2-05-55-502-000-207	BEACH UTILITY O/E: Clothing					
ALLHAN ALL HANDS FIRE EQUIPMENT, LLC	22-00805 City logo for swim suits			317.00	0.00	
2-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL JCPL	22-01596 #100 016 434 381 4/27-5/26			73.95	0.00	
2-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
NEWIRON NEWARK IRONBOUND ELECTRICAL	22-01249 1ST AVE BATHROOM & BEACH SHED			3,484.64	0.00	
FERENT FERGUSON ENTERPRISES INC.	22-01433 Misc Plumbing Supplies			120.62	0.00	B
THEHAR THE HARDWARE STORE	22-01700 #1531360 SUPPLIES NEEDED 6/14			19.77	0.00	
				3,625.03		
2-05-55-502-000-215	BEACH UTILITY O/E: Lumber/Bldg. Supplies					
GRAING GRAINGER, INC.	22-01034 Flex Seal 2.5 gal white			989.76	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			8,369.74		
	Department Total: UTILITY OE			8,369.74		
	CAFR Total:			8,369.74		
	Fund Total: BEACH			8,369.74		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
2-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
WBMASON W.B.MASON CO., INC.	22-01571 Springwood Office Supplies			99.42	0.00	
2-06-55-502-000-204	TRANS.UTILITY O/E: Copy/Reproduction					
MUNCAP MUNICIPAL CAPITAL CORPORATION	22-01595 #19027 CONTRACT #53 OF 60			296.99	0.00	
2-06-55-502-000-207	TRANS.UTILITY O/E: Internet					
OPTIMUM OPTIMUM	22-01698 #07866-196915-01-3 5/15 - 6/14			151.39	0.00	

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2-06-55-502-000-208	TRANS.UTILITY O/E: Parking Permits					
IPSGRO IPS GROUP, INC.		22-01550	INV71625 APRIL 2022	282.64	0.00	
IPSGRO IPS GROUP, INC.		22-01599	INV72683 May 2022 Permit Fees	13.40	0.00	
				296.04		
2-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO IPS GROUP, INC.		22-01559	INV72474 May 2022 DMS Fees	7,611.00	0.00	
2-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PAYBY005 PAYBYPHONE TECHNOLOGIES, INC.		22-01570	INV3399 5-31-22 Trans fees	167.13	0.00	
2-06-55-502-000-214	TRANS.UTILITY O/E: Dues/Conferences					
JAMES010 James Bonanno		22-01699	Prof. License Reimbursement	694.00	0.00	
2-06-55-502-000-219	TRANSP. UTILITY OE Traffic Signals					
MILCOM MILLENNIUM COMMUNICATIONS		22-01171	Police Camera Replacement	27,074.21	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			36,390.18		
	Department Total: UTILITY OE			36,390.18		
	CAFR Total:			36,390.18		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			36,390.18		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
2-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
GRAING GRAINGER, INC.		22-00888	Pump Belt Dressing Lube	241.15	0.00	
GRAING GRAINGER, INC.		22-01345	Flush Valve LED Bulbs	1,384.52	0.00	
GRAING GRAINGER, INC.		22-01506	Hypchlorite Strainers, Bulbs	322.77	0.00	
GRAING GRAINGER, INC.		22-01520	Microwave, Plumbing Parts	540.72	0.00	
GRAING GRAINGER, INC.		22-01620	Plumbing Parts Lab Toilet	67.24	0.00	
				2,556.40		
2-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
STESUP STEVENSON SUPPLY CO., INC.		22-00480	Q#68772 PVC Valves, Gaskets	571.49	0.00	
RAPPUM RAPID PUMP & METER SERVICE		22-01603	#RSRI64450 5/6/22 EFFLUENT	836.43	0.00	
				1,407.92		
2-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
JCPL JCPL		22-01596	#100 016 434 381 4/27-5/26	21,787.86	0.00	
NJAMER N.J. AMERICAN WATER CO.		22-01657	#1018-210026567043 4/26-5/23	4,790.63	0.00	
				26,578.49		
2-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
TMASSO T & M ASSOCIATES		22-00453	WWTP GAS GENERATOR SERVICES	16,304.00	0.00	B
GARDSTA GARDEN STATE LABORATORIES, INC.		22-01257	#529672 FEBRUARY 2022 TESTING	1,620.00	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		22-01595	#19027 CONTRACT #53 OF 60	82.58	0.00	
CERID005 CERIDA INVESTMENT CORP.		22-01615	INV #127-15647 MAY 2022	165.56	0.00	
				18,172.14		
2-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
RUSREI RUSSELL REID WASTE HAULING &		22-01039	#0006442345 MARCH 2022	16,978.50	0.00	

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2-07-55-502-000-224 RUSREI RUSSELL REID WASTE HAULING &	SEWER UTILITY O/E: Sludge Removal 22-01374 #0006464330	Continued	APRIL 2022	12,820.50 29,799.00	0.00	
2-07-55-502-000-234 TMASSO T & M ASSOCIATES	UTILITY OE ARP Funds 22-00452 MEMORIAL DR SEWER REPLACEMENT			7,596.00	0.00	B
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			86,109.95		
	Department Total: UTILITY OE			86,109.95		
	CAFR Total:			86,109.95		
	Fund Total: SEWER UTILITY: BUDGET:			86,109.95		
	Year Total:			526,288.48		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Odr. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001 TMASSO T & M ASSOCIATES	Section 20 Costs 21-02853 FIRE DEPARTMENT HEADQUARTERS			9,494.26	0.00	B
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			9,494.26		
Extd:	2019 Ord. 2019-9 Var. Capital Improv.					
C-04-55-998-177-002 PRECIO05 PRECISE CONSTRUCTION, INC.	DPW Truck 21-02151 SUNSET LAKE PARK IMPROVEMENTS			14,233.66	0.00	B
C-04-55-998-177-016 PRECIO05 PRECISE CONSTRUCTION, INC.	Administration Garbage Cans 21-02151 SUNSET LAKE PARK IMPROVEMENTS			20,000.00	0.00	B
	Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.			34,233.66		
Extd:	Ord. 2021-32 Records Mgt. Improvements					
C-04-55-998-181-001 FILEB005 FILE BANK, INC.	Records Management Improvements 21-02511 RECORDS MANGAMENT			17,769.73	0.00	B
	Extd Total: Ord. 2021-32 Records Mgt. Improvements			17,769.73		
	Department Total:			61,497.65		
	CAFR Total:			61,497.65		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			61,497.65		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-001 TMASSO T & M ASSOCIATES	Sewer Plant Impr - 40A Costs (Ord #3038) 20-01233 WWTP RBC REPLACEMENT			733.50	0.00	B

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C-08-55-526-013-001 TMASSO T & M ASSOCIATES	Sewer Plant Impr - 40A Costs (Ord #3038) Continued	21-02513	THREE ADDITIONAL RBC TRAINS	293.17 1,026.67	0.00	B
	Extd Total: Sewer Plant Improvements - Ord. #3038			1,026.67		
	Department Total:			1,026.67		
	CAFR Total:			1,026.67		
	Fund Total: SEWER CAPITAL FUND BUDGET:			1,026.67		
Fund:	PARKING CAPITAL					
Department:	Ord. 2019-7 Transport.Utility Improve.					
Extd:	Ord. 2019-7 Transport.Utility Improve.					
C-09-17-903-000-901 TMASSO T & M ASSOCIATES	Section 20 Soft Costs	19-03697	Reso 2019-328 Asbury/Ridge	2,041.00	0.00	B
C-09-17-903-000-902 JCCON J.C. CONTRACTING, INC.	Transportation Utility Improvements	21-01368	ASBURY & RIDGE TRAFFIC SIGNAL	82,744.34	0.00	B
	Extd Total: Ord. 2019-7 Transport.Utility Improve.			84,785.34		
	Department Total: Ord. 2019-7 Transport.Utility Improve.			84,785.34		
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-901 TMASSO T & M ASSOCIATES	Section 20 Costs	20-03383	Reso 2020-303 Memorial Dr.	835.85	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			835.85		
	Department Total: Ord. 2020-8 Memorial Drive Paving			835.85		
Department:	Ord. 2020-24 Bond Street Improvements					
Extd:	Ord. 2020-24 Bond Street Improvements					
C-09-17-907-000-901 TMASSO T & M ASSOCIATES	Section 20 Costs	20-03381	Reso 2020-302 Bond St. Improv	40,406.25	0.00	B
C-09-17-907-000-902 LUCBRO LUCAS BROTHERS, INC.	DOT Grant	21-03115	BOND STREET IMPROVEMENTS GRANT	75,897.47	0.00	B
C-09-17-907-000-903 LUCBRO LUCAS BROTHERS, INC.	Bond Street Improvements	21-03115	BOND STREET IMPROVEMENTS GRANT	297,317.20	0.00	B
	Extd Total: Ord. 2020-24 Bond Street Improvements			413,620.92		
	Department Total: Ord. 2020-24 Bond Street Improvements			413,620.92		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Ord. 2021-37 Var. Transportation Impr.						
Extd: Ord. 2021-37 Var. Transportation Impr.						
C-09-17-908-000-901	Section 20 Costs					
TREDEP	TREASURER-STATE NJ - NJDEP	22-01642	PID 985912 Bond St Improve.	450.00	0.00	
	Extd Total: Ord. 2021-37 Var. Transportation Impr.			450.00		
	Department Total: Ord. 2021-37 Var. Transportation Impr.			450.00		
	CAFR Total:			499,692.11		
	Fund Total: PARKING CAPITAL			499,692.11		
	Year Total:			562,216.43		
Fund: GRANT FUND BUDGET:						
G-02-43-871-015-213	Recycling Tonnage Grant - 2015					
MAXR	MAX-R	22-00444	QUOTE #33758 RECYCLING & TRASH	13,947.80	0.00	
	Extd Total:			13,947.80		
	Department Total:			13,947.80		
G-02-43-934-020-200	Clean Communities Grant					
MAXR	MAX-R	22-00444	QUOTE #33758 RECYCLING & TRASH	8,591.78	0.00	
	Extd Total:			8,591.78		
	Department Total:			8,591.78		
G-02-43-936-020-201	Equipment					
STAPLE	STAPLES BUSINESS ADVANTAGE	22-01551	Spray Bleach Clorox	55.42	0.00	
	Extd Total:			55.42		
	Department Total:			55.42		
G-02-43-943-021-200	Monmouth County Open Space Grant					
PRECIO05	PRECISE CONSTRUCTION, INC.	21-02151	SUNSET LAKE PARK IMPROVEMENTS	10,278.00	0.00	B
	Extd Total:			10,278.00		
	Department Total:			10,278.00		
G-02-43-950-021-200	Clean Communities Grant					
MAXR	MAX-R	22-00444	QUOTE #33758 RECYCLING & TRASH	5,356.02	0.00	
	Extd Total:			5,356.02		
	Department Total:			5,356.02		
	CAFR Total:			38,229.02		
	Fund Total: GRANT FUND BUDGET:			38,229.02		
	Year Total:			38,229.02		

Attachment: Bill List 6-22-22 (2022-302 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	22-01593	Dog Report May 2022	49.80	0.00	
	Extd Total:			49.80		
	Department Total:			49.80		
	CAFR Total:			49.80		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			49.80		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd: CDBG Cares Act B20Mw340100 CFDA 14.218						
T-17-77-850-850-001	Administration					
CRAPRI	CRAFTMASTER PRINTING, INC.	22-01498	Food Assistance Fliers	188.25	0.00	
	Extd Total: CDBG Cares Act B20Mw340100 CFDA 14.218			188.25		
	Department Total:			188.25		
	CAFR Total:			188.25		
Extd: 2021 CDBG B21MC340100 CFDA 14.218						
T-17-80-850-850-001	2021 Administration					
ASBPAK	ASBURY PARK PRESS	22-01581	Public Hearing Notice 5/19/22	155.12	0.00	
	Extd Total: 2021 CDBG B21MC340100 CFDA 14.218			155.12		
	Department Total:			155.12		
	CAFR Total:			155.12		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			343.37		
Fund: TRUST OTHER						
T-20-56-850-851-801	Reserve for Public Defender					
THELA010	THE LAW OFFICE OF MATTHEW SAGE	22-01578	public defender may 2022	2,500.00	0.00	
	Extd Total:			2,500.00		
T-20-56-850-878-801	Reserve for Recreation					
CRAPRI	CRAFTMASTER PRINTING, INC.	22-01392	Rock & Roll Foam Board	147.50	0.00	
	Extd Total:			147.50		
	Department Total:			2,647.50		
	CAFR Total:			2,647.50		
	Fund Total: TRUST OTHER			2,647.50		

Attachment: Bill List 6-22-22 (2022-302 : Payment of Bills)

June 15, 2022
09:04 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No: 16

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-357-000-299	GREEN SPACE/FOOD TRUCK (MADISON ASBURY)					
THEBE005 THE BEEKMAN LAW FIRM, LLC	22-01631 PB Conflict Attry Invoices			615.00	0.00	
	Extd Total:			615.00		
	Department Total:			615.00		
T-21-00-380-000-299	649 MATTISON AVENUE(649 MATTISON, LLC)					
CLACAN CLARKE CATON HINTZ PC	22-01420 CCH PB inv# 83129			1,900.60	0.00	
	Extd Total:			1,900.60		
	Department Total:			1,900.60		
T-21-00-524-000-299	BLOCK 4001(AP BLOCK 4001 VENTURE, LLC)					
THEBE005 THE BEEKMAN LAW FIRM, LLC	22-01631 PB Conflict Attry Invoices			225.00	0.00	
	Extd Total:			225.00		
	Department Total:			225.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			2,740.60		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			2,740.60		
Fund:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
CAFR:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
T-39-00-850-000-299	MADISON-ASBURY RETAIL - Miscellaneous					
ANSZAR ANSELL,GRIMM & AARON, P.C.	22-01676 #484304: Madison Marquette-Red			17.50	0.00	
	Extd Total:			17.50		
	Department Total:			17.50		
	CAFR Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			17.50		
	Fund Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			17.50		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-842	iSTAR-BLK 4001(AP BLK 4001 VENTURE, LLC)					
ANSZAR ANSELL,GRIMM & AARON, P.C.	22-01674 #484301: Redevelopment Agency			39.00	0.00	
TMASSO T & M ASSOCIATES	22-01677 LAF418371 AP Block 4001			154.00	0.00	
				193.00		
T-48-56-850-000-847	1201 1ST AVENUE(FOX & MELOFCHIK, LLC)					
ANSZAR ANSELL,GRIMM & AARON, P.C.	22-01666 Invoice 484315 1201 1st Ave.			35.00	0.00	
T-48-56-850-000-853	OCEAN AVENUE(ROW)(MUNISITE HOLDING GRP)					
ANSZAR ANSELL,GRIMM & AARON, P.C.	22-01668 Invoice 484317 Munisite ROW			87.50	0.00	
	Extd Total:			315.50		
	Department Total:			315.50		
	CAFR Total:			315.50		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			315.50		
	Year Total:			6,114.27		

Attachment: Bill List 6-22-22 (2022-302 : Payment of Bills)

June 15, 2022
09:04 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No: 17

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Vendor						
Total Charged Lines: 361 Total List Amount: 1,135,159.21 Total Void Amount: 0.00						

Attachment: Bill List 6-22-22 (2022-302 : Payment of Bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	1-01	634.00	0.00	0.00	634.00
SEWER UTILITY: BUDGET:	1-07	1,677.01	0.00	0.00	1,677.01
Year Total:		2,311.01	0.00	0.00	2,311.01
CURRENT	2-01	395,418.61	0.00	0.00	395,418.61
BEACH	2-05	8,369.74	0.00	0.00	8,369.74
TRANSPORTATION UTILITY: BUDGET:	2-06	36,390.18	0.00	0.00	36,390.18
SEWER UTILITY: BUDGET:	2-07	86,109.95	0.00	0.00	86,109.95
Year Total:		526,288.48	0.00	0.00	526,288.48
GENERAL CAPITAL FUND BUDGET:	C-04	61,497.65	0.00	0.00	61,497.65
SEWER CAPITAL FUND BUDGET:	C-08	1,026.67	0.00	0.00	1,026.67
PARKING CAPITAL	C-09	499,692.11	0.00	0.00	499,692.11
Year Total:		562,216.43	0.00	0.00	562,216.43
GRANT FUND BUDGET:	G-02	38,229.02	0.00	0.00	38,229.02
ANIMAL CONTROL FUND BUDGET:	T-12	49.80	0.00	0.00	49.80
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	343.37	0.00	0.00	343.37
TRUST OTHER	T-20	2,647.50	0.00	0.00	2,647.50
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	2,740.60	0.00	0.00	2,740.60
MADISON-ASBURY RETAIL, LLC FUND BUDGE	T-39	17.50	0.00	0.00	17.50
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	315.50	0.00	0.00	315.50
Year Total:		6,114.27	0.00	0.00	6,114.27
Total of All Funds:		1,135,159.21	0.00	0.00	1,135,159.21

June 22, 2022 Council Meeting

Balance Brought Forward from Total List Amount	\$ 1,135,159.21
US Bank Operations Ctr.	\$ 377,996.14
CMRS-FP (Postage)	\$ 10,000.00
NJSHBP	\$ 506,984.94
Asbury Park Board of Education	\$ 1,074,953.00
Treas. State of NJ/727 Fund NJDEP, Trust Fund Management	\$ 21,055.07
Eileen Soul Food Catering (22-01538)	\$ 365.00
Total:	<u>\$ 3,126,513.36</u>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-303

Resolution authorizing contract negotiations for School Bus Transportation Services for the 2022 Recreation Program. Bids were accepted on June 2nd and June 14th and each time no bids were received.



RESOLUTION NO. 2022-303

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

RESOLUTION AUTHORIZING CONTRACT NEGOTIATIONS FOR SCHOOL BUS TRANSPORTATION SERVICES FOR THE 2022 RECREATION PROGRAM

WHEREAS, on Thursday, June 2, 2022 at 11:00 AM the City of Asbury Park accepted bids for School Bus Transportation Services for the 2022 Recreation Program and no bids were received; and

WHEREAS, the bid for School Bus Transportation Services for the 2022 Recreation Program was re-bid; and

WHEREAS, on Tuesday, June 14, 2022 at 11:00 AM the City of Asbury Park accepted bids for School Bus Transportation Services for the 2022 Recreation Program and no bids were received; and

WHEREAS, pursuant to N.J.S.A. 40A11:5 (3): When bids have been advertised on two occasions and no bids have been received on both occasions a contract may be negotiated and awarded upon adoption of a resolution by two-thirds affirmative vote of the authorized membership of the governing body

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 hereby authorize the negotiation of a contract for School Bus Transportation Services for the 2022 Recreation Program.

I, MELODY HARTSGROVE, 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. 2022-303 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/28/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-304

Resolution authorizing a contract with Seman-Tov for school bus transportation services for the 2022 Recreation Program in an amount not-to-exceed \$98,400. This estimate is for six buses for every trip. Not every trip will take place (due to weather) and not all trips will require 6 buses.



RESOLUTION NO. 2022-304

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

RESOLUTION AUTHORIZING A CONTRACT TO SEMAN-TOV BUS COMPANY FOR SCHOOL BUS TRANSPORTATION SERVICES FOR THE 2022 RECREATION PROGRAM

WHEREAS, the City of Asbury Park ("City") has a need to award a contract for School Bus Transportation Services for the 2022 Recreation Program; and

WHEREAS, the City of Asbury Park has adopted Resolution #2022-303 authorizing the contract negotiations for school bus transportation services; and

WHEREAS, the City has solicited and obtained two quotes from Seman-Tov Bus Company and Student Transportation of America; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the School Bus Transportation Services for the 2022 Recreation Program to Seman-Tov Bus Company in an amount not-to-exceed \$98,400.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 2-01-28-370-000-206. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize a contract for School Bus Transportation Services for the 2022 Recreation Program to Seman-Tov in an amount not-to-exceed \$98,400.00 and a copy of this Resolution shall be provided to the Director of Recreation, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, 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. 2022-304 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/28/2022

MELODY HARTSGROVE
CITY CLERK



Seman Tov Inc
 505 Memorial Dr
 Neptune, NJ, 07753
 Tel: 732-774-4000 Fax: 732-774-4004

City of Asbury Park
 Recreation
 Att: Leesha Floyd/ Genise Hughes

Summer 2022 Pricing

We are happy to provide you with the pricing for the 2022 Summer Season. As you know in every industry there are price increases. We have increased your prices this year in order to defray some of our costs.

Payment for our service, is expected to be paid on every Tuesday for the previous weeks transportation. Someone from our office will be coming by to pick up payment. A credit card needs to be on file before camp starts. If we charge your card for payment, we will add a 3.75% processing fee.

Please send your summer trip schedule as soon as possible so we can accommodate your requests. Any requests after that date, will be on a first come first serve bases. Any changes to your calendar should be in email 2 days prior, otherwise you will be billed \$50 cancelation fee.

May we have a happy and safe summer.

Hourly rate (min 4 hours pick up and drop off) \$200 800.00

* Any trip returning later than 4pm will be assessed an hourly rate of \$200.00 rounded up to the next ½ hour.

*Any trips more than 25 miles from Asbury Park will be charged an additional long-distance fee of \$150.00 per trip per bus.

City of Asbury Park
Summer Recreation 2022
Bus Schedule
Camp Start Date: June 27, 2022 to August 5, 2022

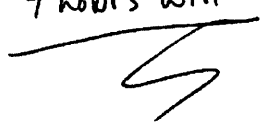
Thurgood <u>Leaving from: 600 Monroe Ave AP, NJ 07712</u>	Bradley <u>Leaving from: 1100 Third Ave AP, NJ 07712</u>	MLKUE <u>Leaving from: 1200 Bangs Ave AP NJ 07712</u>	Total Buses	Cost
Bowling Shore Lane 701 St Route 35 Neptune, NJ 07753 2 times	Bowling Shore Lane 701 St Route 35 Neptune, NJ 07753 2 times	Bowling Shore Lane 701 St Route 35 Neptune, NJ 07753 2 times	6 Bus 12:30 Pickup	4,800
Hot Sand(walking) 3 times	Hot Sand(bus) 3 times	Hot Sand(bus) 2 times	5 Bus 12:30 Pickup	4,000
I Play America 110 Schanck Road Freehold, NJ 07728	I Play America 110 Schanck Road Freehold, NJ 07728	I Play America 110 Schanck Road Freehold, NJ 07728	6 Buses 12:30 Pickup	4,800
Point Pleasant Beach 300 Ocean Ave Pt Pl, NJ 08742 2 times	Point Pleasant Beach 300 Ocean Ave Pl, NJ 08742 2 times	Point Pleasant Beach 300 Ocean Ave Pt , NJ 08742 2 times	12 Buses 12:30 Pickup	9,600
Downtown City Tour and Lunch@TAKA (walking)	Downtown City Tour and Lunch@TAKA	Downtown City Tour and Lunch@TAKA	4 Buses 12:30 Pickup	3,200
Monster Mini Golf 749 Hope Rd Eatontown, NJ 07724	Monster Mini Golf 749 Hope Rd Eatontown, NJ 07724	Monster Mini Golf 749 Hope Rd Eatontown, NJ 07724	6 Bus Shuttle 12:30 Pickup	4,800
SkyZone 2355 Highway 66, Neptune, NJ 07753	SkyZone 2355 Highway 66, Neptune, NJ 07753	SkyZone 2355 Highway 66, Neptune, NJ 07753	6 Buses 12:30 Pickup	4,800
Thurgood <u>Leaving from: 600 Monroe</u>	Bradley <u>Leaving from: 1100 Third</u>	MLKUE <u>Leaving from: 1200 Bangs</u>	Total	Cost

City of Asbury Park
Summer Recreation 2022
Bus Schedule
Camp Start Date: June 27, 2022 to August 5, 2022

<u>Ave AP, NJ 07712</u>	<u>Ave AP, NJ 07712</u>	<u>AveAP NJ 07712</u>	Buses	
Shark River Park 1101 Schoolhouse Road, Wall NJ 07753	Shark River Park 1101 Schoolhouse Road, Wall NJ 07753	Shark River Park 1101 Schoolhouse Road, Wall NJ 07753	6 Buses 12:30 Pickup	4,800
Adventure Aquarium 1 River Drive Camden, NJ 08103	Adventure Aquarium 1 River Drive Camden, NJ 08103	Adventure Aquarium 1 River Drive Camden, NJ 08103	6 Buses 10:00 Pickup	4,800
AP Boardwalk, Golf and Lunch 1000 Ocean Ave, AP 07712	AP Boardwalk, Golf and Lunch 1000 Ocean Ave, AP 07712	AP Boardwalk, Golf and Lunch 1000 Ocean Ave, AP 07712	6 Buses 12:30 Pickup	4,800
Hurricane Harbor Rte 537, Jackson NJ 08527	Hurricane Harbor Rte 537, Jackson NJ 08527	Hurricane Harbor Rte 537, Jackson NJ 08527	6 Buses 10:00 Pickup	4,800
Sahara's Sams 160 Cooper Rd West Berlin, NJ 08091	Sahara's Sams 160 Cooper Rd West Berlin, NJ 08091	Sahara's Sams 160 Cooper Rd West Berlin, NJ 08091	6 Buses 10:00 Pickup	4,800
Medieval Times 149 Polito Avenue Lyndhurst, NJ 0701	Medieval Times 149 Polito Avenue Lyndhurst, NJ 070	Medieval Times 149 Polito Avenue Lyndhurst, NJ 070	6 Buses 10:00 Pickup	4,800
Woodbridge Community Skating 600 Main Street Woodbridge, NJ 07095	Woodbridge Community Skating 600 Main Street Woodbridge, NJ 07095	Woodbridge Community Skating 600 Main Street Woodbridge, NJ 07095	6 Buses 12:30 Pickup	4,800
Thurgood <u>Leaving from: 600 Monroe</u> <u>Ave AP, NJ 07712</u>	Bradley <u>Leaving from: 1100 Third</u> <u>Ave AP, NJ 07712</u>	MLKUE <u>Leaving from: 1200 Bangs</u> <u>AveAP NJ 07712</u>	Total Buses	Cost
Dave and Buster	Dave and Buster	Dave and Buster	6 Buses	4,800

City of Asbury Park
Summer Recreation 2022
Bus Schedule
Camp Start Date: June 27, 2022 to August 5, 2022

294 Woodbridge Center Dr. Woodbridge Township Nj 07095	294 Woodbridge Center Dr. Woodbridge Township Nj 07095	294 Woodbridge Center Dr. Woodbridge Township Nj 07095	12:30 Pickup	
Climbzone (New) 5369 Us. 9 Howell, NJ 07731	Climbzone (New) 5369 Us. 9 Howell, NJ 07731	Climbzone (New) 5369 Us. 9 Howell, NJ 07731	6 Buses 12:30 Pickup	4,800
Breakwater Beach (New) 800 Ocean Terrace Seaside Heights, NJ 08751	Breakwater Beach (New) 800 Ocean Terrace Seaside Heights, NJ 08751	Breakwater Beach (New) 800 Ocean Terrace Seaside Heights, NJ 08751	6 Buses 10:00 Pickup	4,800
1 Footprint Freehold Raceway Mall	1 Footprint Freehold Raceway Mall	1 Footprint Freehold Raceway Mall	6 Buses 12:30 Pickup 6 buses	4,800
FunPlex 3320-24 NJ-38 Mt. Laurel Township NJ 08054	FunPlex 3320-24 NJ-38 Mt. Laurel Township NJ 08054	FunPlex 3320-24 NJ-38 Mt. Laurel Township NJ 08054	6 Buses 10:00 Pickup	4,800
Keansburg Amusement Park 275 Beachway Ave Keansburg NJ 07734	Keansburg Amusement Park 275 Beachway Ave Keansburg NJ 07734	Keansburg Amusement Park 275 Beachway Ave Keansburg NJ 07734	6 Buses 10:00 Pickup	4,800
Total				49,800

!! Reminder - anything over
4 hours will be more !!




CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fairmont Ins. Brokers, Ltd. 1600 60th Street Brooklyn NY 11204		CONTACT NAME: Sheldon Katz PHONE (A/C, No, Ext): (718) 232-3300 FAX (A/C, No): (718) 256-9062 E-MAIL ADDRESS: skatz@fairmontins.com	
INSURED Seman Tov, Inc. 10 Truax Street Elberon NJ 07740		INSURER(S) AFFORDING COVERAGE INSURER A: Harleysville Insurance Co. INSURER B: Harleysville Insurance Company of New Jersey INSURER C: Service American Indemnity Company INSURER D: INSURER E: INSURER F:	

COVERAGES
CERTIFICATE NUMBER: CL219213642

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			MPA0000006637BJ	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse & Molestation \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA0000006315BJ	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CMB0000006316BJ	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ PER STATUTE ☐ OTH-ER ☐
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SAACWC0024801	01/20/2022	01/20/2023	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured if required by written contract.

CERTIFICATE HOLDER
CANCELLATION

City of Asbury Park Dept of Recreation Attn: Leesha Ffloyd One Municipal Plaza Asbury Park NJ 07712	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Leesha Floyd

From: Chuck Bird <cbird@ridesta.com>
Sent: Thursday, June 9, 2022 2:36 PM
To: Leesha Floyd
Subject: [EXTERNAL] RE: quote needed asap

Follow Up Flag: Follow up
Flag Status: Flagged

I am sorry no availability.

From: Leesha Floyd <Leesha.Floyd@cityofasburypark.com>
Sent: Wednesday, June 8, 2022 2:51 PM
To: Chuck Bird <cbird@ridesta.com>
Subject: quote needed asap
Importance: High

Good afternoon Chuck,

Can you please provide a quote for the attached asap? The return time is 4pm for all trips. Thanks!

Leesha Floyd
 Recreation Director/Special Events
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park, NJ 07712
 P:732-502-5759
Leesha.floyd@cityofasburypark.com

Visit, Follow, Sign-up & Watch

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Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-305

Resolution awarding a contract to Lynx Waste & Recycling Solutions for the emergency demolition of 1117 Sunset Avenue in the amount of \$41,985.00



RESOLUTION NO. 2022-305

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

RESOLUTION AWARDING OF A CONTRACT TO LYNX WASTE & RECYCLING SOLUTIONS FOR EMERGENCY DEMOLITION OF 1117 SUNSET AVENUE

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for the demolition of 1117 Sunset Avenue; and

WHEREAS, the declarations of the emergency are on file with the CFO, Director of Purchasing and the City Manager as per the Local Public Contract Law; and

WHEREAS, the City of Asbury Park received pricing from Lynx Waste & Recycling Solutions, Inc. and Rosario Contracting Corp.; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the emergency demolition of 1117 Sunset Avenue to Lynx Waste & Recycling Solutions, Inc. in the amount of \$41,985.00; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in account #2-01-20-100-000-207 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a contract to Lynx Waste & Recycling Solutions, Inc. in the amount of \$41,985.00 for the emergency demolition of 1117 Sunset Avenue.

NOW, THEREFORE BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the City Manager, Director of Capital Projects & Public Facilities and Director of Purchasing.

I, MELODY HARTSGROVE, 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. 2022-305 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



P.O. BOX 188, SPRING LAKE, NJ 07762-0188
 PHONE 732-681-5969 (LYNX) | FAX 732-681-5990

June 14, 2022

City of Asbury Park
 Robert Bianchini
 9 Main Street
 Asbury Park, NJ 07712
 732-312-7579
Robert.bianchini@cityofasburypark.com
 Re: 117 Sunset Ave. Asbury Park

Demolition

Dear Bob,

Thank you for giving me the opportunity to submit the following proposal:

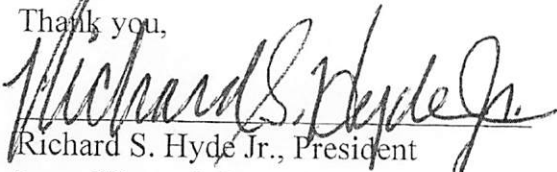
1. Demolition, removal and disposal of fire damaged dwelling and remaining contents.
2. Masonry foundation to remain. Foundation to be clean of all debris.
3. Removal and disposal of debris scattered around structure.
4. In the event asbestos containing material is found during the demolition process it will be properly abated at that time by Guardian Contracting, Inc. a N.J. State licensed asbestos removal contractor that will be on site during demolition.
5. Environmentally sensitive material such as oil or an oil tank on site to be addressed by others.
6. Work can commence the week of June 20th 2022.
7. All work to be performed in a timely, neat, clean and orderly manner.

Total proposal price: \$41,985.00

If you have any questions regarding this proposal please feel free to contact me anytime.

732-762-7365 Cell#
 732-681-5969 Office#
 732-681-5990 Fax#
Lynxwaste@yahoo.com

Thank you,


 Richard S. Hyde Jr., President
 Lynx Waste & Recycling Solutions Inc.

ROSARIO CONTRACTING CORP.

MBE-SBE CLASSIFIED

BONDED & INSURED

06-13-22

City of Asbury Park
 Atten: Robert
 Email: robert.bianchini@cityofasburypark.com
 PH-732-312-7579

RE: 1117 Sunset Ave Asbury Park

Rosario Contracting Corp (RCC) will supply labor, material and equipment for the following:

1. Due to the fact that the asbestos cannot be removed before the demolition because the building is not safe to enter it. Demolition will be done under a wet demolition permit and a unsafe structure. All debris will be disposed as asbestos.
2. Asbestos company will be on site to over see wet Demolition all cost included in this bid.
3. All demo debris will be dumped at a state licensed facility.
4. All scrap metal property of Rosario Contracting.
5. Foundation is to be left and not removed.

Exclusions

- All MEP disconnects by others.
- No backfill.
- Not responsible for any permits.

Notes

mobilization to commence within the week 6-20-2022

Any material changes, such as but not limited to, removal of scrap metal, aluminum, copper and adding extra debris on site, will cause an increase in bid price.

Rosario Contracting Corp. will perform the above services for the sum of:
 Fifty Thousand Dollars.

\$50,000.00

PAYMENT TERMS: 10% upon mobilization
 Balance due on completion

The terms of this proposal will be void in thirty (30) days.

Thank you for the opportunity to submit this proposal. Any questions, please contact Joe Rosario @ 732-768-5669.

Regards,

Rosario Contracting Corp

Date

06/10/2022

P.O. BOX 420
 LONG BRANCH, NJ
 07740
 USA

PHONE 732-222-1455
 FAX 732-222-4155
 EMAIL rosariomazzacorp@aol.com
 WEB SITE rosariocontracting.com



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-306

Add 2022 Clean Communities Grant to the 2022 Budget in the amount of \$34,444.39



RESOLUTION NO. 2022-306

**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 2022 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - CLEAN COMMUNITIES 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 2022 in the sum of \$34,444.39. Which is now available from the NJ Department of Treasury -Clean Communities Grant.

BE IT FURTHER RESOLVED, that a like sum of \$34,444.39 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Clean Communities 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, MELODY HARTSGROVE, 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. 2022-306 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-307

Add 2022 Click It or Ticket Grant to the 2022 Budget in the amount of \$7,000.00



RESOLUTION NO. 2022-307

**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 2022 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - CLICK IT OR TICKET 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 2022 in the sum of \$7,000.00. Which is now available from the US Department of Transportation - Click It or Ticket Grant

BE IT FURTHER RESOLVED, that a like sum of \$7,000.00 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, MELODY HARTSGROVE, 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. 2022-307 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-308

Add 2022 Affordable Housing Alliance Inc. Summer Basketball League Grant to the 2022 Budget in the amount of \$10,900.00 for the PAL Program.



RESOLUTION NO. 2022-308

**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 2022 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - AFFORDABLE HOUSING ALLIANCE INC.
SUMMER BASKETBALL LEAGUE 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 2022 in the sum of \$10,900.00.00. Which is now available from the Affordable Housing Alliance Inc. Summer Basketball League Grant.

BE IT FURTHER RESOLVED, that a like sum of \$10,900.00 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Affordable Housing Alliance Inc. Summer Basketball League 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, MELODY HARTSGROVE, 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. 2022-308 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-309

Add 2022 Affordable Housing Alliance Inc. Educational and Recreational Enrichment Grant to the 2022 Budget in the amount of \$23,211.00 for the PAL Program.



RESOLUTION NO. 2022-309

**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 2022 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - AFFORDABLE HOUSING ALLIANCE INC.
EDUCATIONAL AND RECREATIONAL ENRICHMENT 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 2022 in the sum of \$23,211.00. Which is now available from the Affordable Housing Alliance Inc. Educational and Recreational Enrichment Grant.

BE IT FURTHER RESOLVED, that a like sum of \$23,211.00 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

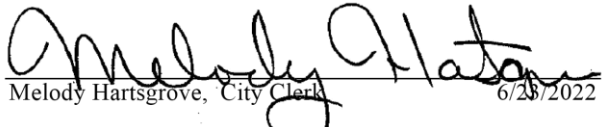
Public & Private Programs Offset by Revenues:

Affordable Housing Alliance Inc. Educational and Recreational Enrichment
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, MELODY HARTSGROVE, 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. 2022-309 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.



Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-310

Add 2022 Recycling Tonnage Grant to the 2022 Budget in the amount of \$10,168.58



RESOLUTION NO. 2022-310

**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 2022 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - RECYCLING TONNAGE 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 2022 in the sum of \$10,168.58. Which is now available from the NJ Department of Treasury -Recycling Tonnage Grant.

BE IT FURTHER RESOLVED, that a like sum of \$10,168.58 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Recycling Tonnage 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, MELODY HARTSGROVE, 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. 2022-310 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-311

Add 2022 Community Energy Plan Grant to the 2022 Budget in the amount of \$25,000.00



RESOLUTION NO. 2022-311

**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 2022 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - COMMUNITY ENERGY PLAN 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 2022 in the sum of \$25,000.00. Which is now available from the NJ Board of Public Utilities-Community Energy Plan Grant.

BE IT FURTHER RESOLVED, that a like sum of \$25,000.00 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Community Energy Plan 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, MELODY HARTSGROVE, 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. 2022-311 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.



Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-312

Subsequent Developer Agreement (SDA) for the development of 62 townhouse units, 160 parking spaces and referral to the planning board with the Council acting as the Redevelopment Entity.



RESOLUTION NO. 2022-312

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK AUTHORIZING THE CITY OF ASBURY PARK TO ENTER INTO A SUBSEQUENT DEVELOPER AGREEMENT WITH ASBURY PARTNERS, LLC AND TOLL BROS. ASBURY PARK URBAN RENEWAL, LLC FOR RESIDENTIAL DEVELOPMENT ON BLOCK 3103, LOT 1, GRANTING CONCEPTUAL APPROVAL TO ASBURY PARK, TOLL BROS. ASBURY PARK URBAN RENEWAL, LLC REGARDING RESIDENTIAL DEVELOPMENT ON BLOCK 3103, LOT 1, AND REFERRING THE MATTER TO THE PLANNING BOARD FOR APPROPRIATE APPROVALS

WHEREAS, the New Jersey 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

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City of Asbury Park (the “**City**”) has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”, a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; 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**”, a copy of which is on file with the City Clerk), which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the

properties governed by the Redevelopment Plan, which redevelopment it may to undertake itself, or through agreements with selected subsequent developers on a “block- by-block” basis; and

WHEREAS, in 2018 the City amended the Redevelopment Plan to permit development on lots of 15,000 square feet or more and permit a developer other than Master Developer to enter into a subsequent redeveloper’s agreement with the City; and

WHEREAS, the City, the Master Developer, and Toll Bros. Asbury Park Urban Renewal, LLC (the “**Entity**”) desire to enter into a Subsequent Developer Agreement for the Project Site to set forth the obligations of the City and the Entity with respect to the Project; and

WHEREAS, the Entity, which pursuant to the Redeveloper Agreement and Redevelopment Plan, intends to develop sixty-two (62) townhouse units consisting of twenty-six (26) 3-story townhomes and thirty-six (36) 4-story townhomes, having two (2) to four (4) bedrooms, together with related vertical improvements and related site improvements in accordance with the project description and concept plans attached as Exhibit A (“**Project Description**”) and the approval by the City’s Planning Board to be obtained (the “**Project**”) on property identified as Block 3103, Lot 1 on the tax maps of the City located on Lake Avenue within the Redevelopment Area (the “**Project Site**”) and in accordance with all Governmental Approvals; and

WHEREAS, pursuant to Sections 2.0 and 9.1 of the Redeveloper Agreement, the City’s Governing Body acting as a redevelopment entity pursuant to N.J.S.A. 40A:12A-4 must first approve the Entity as a Subsequent Developer of the Project on the Project Site; and

WHEREAS, the governing body desires to designate the Entity as developer and enter into the Subsequent Developer Agreement between the City, Master Developer, and the Entity for the development of the Project, which agreement is annexed hereto as Exhibit B; and

WHEREAS, after review by the Director of Planning and Redevelopment, the Technical Review Committee (“**TRC**”) and the City Administration, certain comments and suggestions have been made regarding the Application in order to include certain additional features; and

WHEREAS, as a result of those comments and suggestions, the Entity has agreed to revise the Project to provide that the Project shall be described as more fully set forth in the Project Description, attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the Mayor and City Council, acting as the City’s Redevelopment Entity, wish to set forth their conceptual approval for the Entity’s Project, and to refer the matter to the Planning Board for appropriate approvals, including, but not limited to Preliminary and Final Site Plan approvals and considerations of the recommendations stated herewith.

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

Section 1. Recitals. The recitals hereto are fully incorporated herein.

Section 2. Designation of Toll Bros. Asbury Park Urban Renewal, LLC as Subsequent Developer. Upon execution of the Subsequent Developer Agreement, Toll Bros.

Asbury Park Urban Renewal, LLC. will be designated as subsequent developer of the Property identified as Block 3103, Lot 1 on the tax maps of the City of Asbury Park.

Section 3. Approval of the Subsequent Developer Agreement. The Subsequent Developer Agreement in substantially the form attached hereto as Exhibit B is hereby approved.

Section 4. Execution of the Subsequent Developer Agreement. The Mayor of the City of Asbury Park, in the County of Monmouth (the “Mayor” and together with the City Manager and Chief Financial Officer of the City, an “Authorized Officer”) is hereby authorized and directed, upon satisfaction of all the legal conditions precedent to the execution and delivery by the City of the Subsequent Developer Agreement as determined by the Authorized Officers in consultation with counsel to the City, to execute the Subsequent Developer Agreement in the form attached hereto as Exhibit B and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City and redevelopment counsel to the City, deems in the Mayor’s sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor’s consent to any such changes thereto.

Section 5. Attestation and Sealing of the Subsequent Developer Agreement. The Clerk of the City is hereby authorized and directed, upon the execution of the Subsequent Developer Agreement in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon to affix the corporate seal of the City upon such document.

Section 6. Implementation of the Subsequent Developer Agreement. Upon the execution and attestation and placing of the seal on the Subsequent Developer Agreement as contemplated by Sections 3 and 4 hereof, the Authorized Officers are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto and (ii) perform such other actions as the Authorized Officers deem necessary or desirable in relation to the execution and delivery of the Subsequent Developer Agreement.

Section 7. Referral to the Planning Board. The Project is hereby granted conceptual approval and referred to the Planning Board for appropriate review and approvals in accordance with the provisions of the Redevelopment Plan and Municipal Land Use Law.

Section 8. Recommendations to the Planning Board. The Mayor and Council, recommend that the Planning Board take into regard the following site recommendations made by the Technical Review Committee:

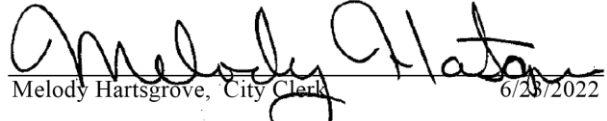
1. Based on a technical review by the Entity, the Entity will consider making the residence garages to be one way entering from Heck Street and exiting onto Grand Avenue.
2. An additional accessway from the townhouse boardwalk to Lake Avenue shall be added.
3. The sidewalk at Heck Street shall be widened to match the sidewalk on the opposite side of the street.

4. If permitted by DEP, plants shall be planted adjacent to the entrances of the townhouses to mitigate the visual impact of the grade change of the building to the street.

Section 9. **Effective Date.** This resolution shall take effect immediately.

I, MELODY HARTSGROVE, 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. 2022-312 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK

SUBSEQUENT DEVELOPER AGREEMENT
BY AND BETWEEN
THE CITY OF ASBURY PARK, AS REDEVELOPMENT ENTITY,
ASBURY PARTNERS, LLC, AS MASTER DEVELOPER
AND TOLL BROS. ASBURY PARK URBAN RENEWAL, LLC, AS SUBSEQUENT
DEVELOPER

Dated: _____ 2022

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SUBSEQUENT DEVELOPER AGREEMENT

THIS SUBSEQUENT DEVELOPER AGREEMENT made this _____
_____ 2022 by and between

THE MAYOR AND CITY COUNCIL (together, the “**Governing Body**”) **OF THE CITY OF ASBURY PARK** (the “**City**”), in its capacity as a “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4 with principal offices at 1 Municipal Plaza, Asbury Park, New Jersey 07712;

ASBURY PARTNERS, LLC in its capacity as Master Developer, pursuant to the hereinafter defined Redeveloper Agreement (the “**Master Developer**”), with principal offices at 205 Third Avenue, Asbury Park, New Jersey 07712, along with its permitted successors and/or assigns;

AND

TOLL BROS. ASBURY PARK URBAN RENEWAL, LLC with principal offices located at 1140 Virginia Drive, Fort Washington, PA 19034, a New Jersey limited liability company qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, et. seq. (the “**Tax Exemption Law**”) (the “**Entity**” and, collectively with the City and Master Developer, each, a “**Party**” and collectively, the “**Parties**”).

WITNESSETH

WHEREAS, the *New Jersey 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

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”, a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, the Redevelopment Plan, as initially adopted, provided for the Redevelopment Area to be redeveloped on a “block-by-block” basis; and

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects

pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and the Master Developer entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may to undertake itself, or through agreements with selected subsequent developers on a “block- by-block” basis; and

WHEREAS, in 2018 the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “First Amendment” and the “Amended and Restated Redeveloper and Land Disposition Agreement” together with any subsequent amendment shall be referred to as the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity has submitted to the Master Developer and the City a subsequent developer application (the “**Application**”), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to develop sixty-two (62) townhouse units consisting of twenty-six (26) 3-story townhomes and thirty-six (36) 4-story townhomes, having two (2) to four (4) bedrooms, together with related vertical improvements and related site improvements (collectively, the “**Project**”) in accordance with the project description and concept plans attached as Exhibit A (“**Project Description**”) and the approval by the City’s Planning Board to be obtained on property identified as Block 3103, Lot 1 on the tax maps of the City located on Lake Avenue within the Redevelopment Area (the “**Project Site**”) and in accordance with all Governmental Approvals (as defined herein); and

WHEREAS, pursuant to Article 3A of the Redeveloper Agreement, as amended, the Master Developer and the City have reviewed the Application and determined that the Project, as described, is in compliance with and effectuates the goals of the Redevelopment Plan, and that Entity possesses the experience, capability, and financial capacity to complete the Project; and

WHEREAS, after review by the Director of Planning and Redevelopment, the Technical Review Committee(“TRC”) and the City Administration, certain comments and suggestions have been made regarding the Application in order to include certain additional features: and

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WHEREAS, as a result of those comments and suggestions, the Entity has agreed to revise the Project to provide that the Project shall be described as more fully set forth in EXHIBIT A, Project Description attached hereto and made a part hereof; and

WHEREAS, the Parties desire to enter into this Subsequent Developer Agreement for the Project Site to set forth the obligations of the Parties with respect to the Project,

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

ARTICLE 1 DEFINITIONS

1.01 Definitions. As used in this Subsequent Developer Agreement the following terms shall have the meanings ascribed thereto in the recitals above, or ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter. Unless otherwise noted, the words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". The words "agree," "agreements," "approval" and "consent" when used in this Agreement shall be deemed to be followed by the phrase "which shall not be unreasonably withheld, conditioned or unduly delayed," except or unless the context may otherwise specify. All references to Sections or Articles shall refer to Sections or Articles in this Subsequent Developer Agreement unless otherwise specified.

“Act” shall be defined as set forth in the preamble.

“Actual Pledged Special Assessments” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Applicable Laws” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Act, the Land Use Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and state labor standards.

“Application” shall be defined as set forth in the preamble.

“Applications for Governmental Approvals” shall mean the Plans, drawings, documentation, presentations and applications necessary and appropriate for the purpose of obtaining any and all approvals from any government or public entity required to complete the Project or any part thereof, including, but not limited to, Building Permits.

“Building” means a building within the Project that is comprised of two or more connected Units.

“Building Permit” shall mean a building permit issued by or on behalf of the City.

“Building Permits Approvals Date” shall be defined as set forth in Section 4.03 of this Subsequent Developer Agreement.

“Certificate of Completion” shall mean the Certificate of Completion as set forth in Section 4.06.

“Certificate of Occupancy” shall be as defined in the applicable section of the municipal code of the City and the applicable provisions of the Uniform Construction Code.

“City” shall be defined as set forth in the preamble.

“Commencement of Construction” and **“Commence Construction”** shall mean any activity associated with construction of the Project on the Project Site but shall not include any activities associated with the environmental remediation of the Project Site.

“Completion of Construction” and **“Complete Construction”** shall mean the completion of the Project on the Project Site such that the Project is ready for the use for which it was intended, subject to the installation of (i) seasonal landscaping and (ii) final fixtures, floor coverings and décor items subject to the discretion and demand of purchasers of individual units within the Project.

“Construction Labor Force” shall mean the total number of individuals hired to work on the construction of the Project by the general contractor engaged by the Entity or by any subcontractors thereof, during the construction of the Project. A person shall be considered hired if that person has accepted a written offer of employment from the general contractor or from any subcontractor or if such person receives an Apprenticeship, Internship, or Scholarship.

“Declaration of Covenants and Restrictions” shall mean a written instrument to be executed by the Entity and recorded in the office of the Monmouth County Clerk, in the form annexed hereto as Exhibit C, intended to encumber the Project Site and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Entity and its successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project Site and the Project as set forth in Sections 3.02(a), (b), (l), (m), and (n) of this Subsequent Developer Agreement.

“Deficiency Amount” shall be as set forth in Section 3.03(r) of this Subsequent Developer Agreement.

“Effective Date” shall mean the date this Subsequent Developer Agreement is executed by the last of the three Parties, being City, the Master Developer and the Entity.

“Entity” shall be defined as set forth in the preamble and shall expressly include any urban renewal entity affiliate of the Entity that executes the Financial Agreement for the Project.

“Event of Default” shall be as set forth in Article 6 of this Subsequent Developer Agreement.

“Event of Force Majeure” shall mean an enforced delay in the performance of obligations of a Party to this Subsequent Developer Agreement arising from causes beyond that Party’s reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts or omissions of the other parties (including litigation by third parties), fires, floods, epidemics, quarantine restrictions, freight, energy shortages, embargoes, unusual or severe weather, or delays of contractors, subcontractors or material suppliers due to any of the foregoing such causes.

“Final Site Plan” shall mean the final site plan with respect to the development of the Project Site to be submitted to, and approved by Resolution of the City’s Planning Board in accordance with the Land Use Law.

“Financial Agreement” shall mean that certain agreement by and between the City and an urban renewal entity affiliate of the Entity, required to be executed prior to Commencement of Construction, for a long term tax exemption applicable to the Project pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*

“Governing Body” shall be defined as set forth in the preamble.

“Governmental Approvals” shall mean all unappealable government permits (including, unless otherwise expressly noted herein, Building Permits), licenses, consents and approvals necessary for the development, construction, lease, sale, occupancy or completion of the Project, or any part thereof, issued by or on behalf of any government and issued in reliance on the Applications for Government Approvals and including approvals from any utility supplier.

“Governmental Approvals Date” shall be as defined in Section 4.03 of this Subsequent Developer Agreement.

“Indenture” shall mean the indenture of trust (supplemental or otherwise) providing for the issuance of the RABs.

“Infrastructure Ordinance” shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

“Institution” shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution or a state, municipal or similar public employee’s welfare, pension or retirement system or any other corporation or organization subject to supervision and regulation by the insurance or banking departments of the State or of the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments, provided such Institution has a net worth of not less than \$100,000,000 or assets of at least \$1,000,000,000. iStar Inc. is deemed to be an Institution. A wholly owned affiliate of iStar Inc. funded in whole or in part by iStar Inc. is also deemed to be an Institution. Participatory lending arrangements among Institutions shall be permitted.

“Land Use Law” shall mean *N.J.S.A. 40:55D-1 et seq.*

“Local Labor” shall mean entry-level and journey level (or above) workers residing in the City of Asbury Park in the appropriate building trades.

“Master Developer” shall be defined as set forth in the preamble.

“Mortgage” shall mean any instrument held by a Permitted Mortgagee constituting a lien on the Project and/or the Project Site or revenues derived therefrom including, without limitation, a mortgage, deed of trust or indenture of mortgage and deed of trust, and any modification, amendment, spreader, consolidation or renewal thereof.

“Original Infrastructure Ordinance” shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

“Outside Approvals Date” shall be defined as sixty days (60) following the Building Permits Approvals Date.

“Parties” shall be defined as set forth in the preamble.

“Permitted Mortgagee” shall mean an Institution which holds a Mortgage on the Project Site.

“Planning Board” shall mean the planning board of the City established pursuant to N.J.S.A. 40:55D-23.

“Plans” shall mean the plans, including site plans, building floor plans, building elevations, architectural renderings for the Project or any portion thereof. “Plans” shall include, but shall not be limited to, the minimum requirements of Applicable Laws or Project Documents depending on the context of its use in this Subsequent Developer Agreement.

“Pledged Special Assessment” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Project” shall be defined as set forth in Exhibit A..

“Project Date” shall be defined as set forth in the preamble..

“Project Documents” shall mean the Redevelopment Plan, the Redeveloper Agreement, and this Subsequent Developer Agreement.

“Projected Pledged Special Assessments” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Project Schedule” shall be defined as set forth in Exhibit B.

“Property” shall be defined as set forth in the preamble;

“RAB Law” shall be defined as the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 *et seq.*

“RABs” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Redeveloper Agreement” shall be defined as set forth in the preamble.

“Redevelopment Area” shall be defined as set forth in the preamble.

“Redevelopment Entity” shall mean the City’s Governing Body acting in its capacity as a redevelopment entity pursuant to the Act and any permitted successors or assigns.

“Redevelopment Plan” shall be defined as set forth in the preamble.

“Sewer Connection Fee” shall be defined as a payment to the City to connect to the municipal sewer for each equivalent dwelling unit at the time that a construction permit is requested, in an amount as established by the City's Rate Schedule in effect at the time that service is requested.

“Special Assessment Agreement” shall be defined as set forth in Section 4.09 of this Subsequent Developer Agreement.

“State” shall mean the State of New Jersey.

“Subsequent Developer” shall mean the Entity, as the owner, purchaser, assignee or transferee of all or part of any property within the Redevelopment 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 who has entered into a fully executed Subsequent Developer Agreement with the City and the Master Developer with respect to the Project.

“Subsequent Developer Agreement” shall mean this agreement by and between the City and the Entity.

“Surplus Pledged Special Assessments” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Transfers” shall be as set forth in Section 5.03 of this Subsequent Developer Agreement.

“Unit” means each individual unit within the Project.

“Workforce Information Session” shall be as set forth in Section 3.02(l)i of this Subsequent Developer Agreement.

ARTICLE 1A DESIGNATION AS SUBSEQUENT DEVELOPER

1A.01 Designation of Subsequent Developer. On the Effective Date of this Subsequent Developer Agreement, the Entity shall be hereby designated as a Subsequent Developer pursuant to the terms and conditions of the Redevelopment Plan, as amended, the Master Developer Agreement, as amended, and this Subsequent Developer Agreement. This designation shall

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terminate upon the first of the following the occur: (i) the Outside Approvals Date, without any further action of any Party hereto, (but only if all conditions subsequent set forth in Section 6.01 hereof are not satisfied on or before such date); (ii) upon the issuance of a Certificate of Completion as set forth in Section 4.07; (iii) upon mutual termination by the Parties; (iv) or upon an Event of Default, pursuant to the terms in Article 6; or (v) if the Purchase and Sale Agreement for the Property between AP Wesley Lake LLC and Toll Bros. Inc. is terminated for any reason prior to Subsequent Developer taking title to the Property.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the City. The City hereby makes the following representations and warranties:

(a) The Redevelopment Plan has been duly adopted in compliance with all Applicable Laws and is currently in full force and effect.

(b) The City has the legal power, right and authority to enter into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder and has duly executed this Subsequent Developer Agreement.

(c) All requisite action has been taken by the City and all requisite consents have been obtained in connection with the entering into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, and the consummation of the transaction contemplated hereby, and to the best of the City's knowledge and belief are authorized by all Applicable Laws. To the best knowledge of the City there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the City entering into or performing its obligations under this Subsequent Developer Agreement.

(d) This Subsequent Developer Agreement has been duly executed by the City, and is valid and legally binding upon the City and enforceable in accordance with its terms pursuant to all Applicable Laws and the execution and delivery thereof does not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a Party or by which it is bound.

(e) The City represents that to the best of its knowledge and belief, there is no action, proceeding or investigation now pending or threatened, nor any basis therefor, known or believed to exist which questions the validity of this Subsequent Developer Agreement.

2.2 Representations and Warranties of the Master Developer

(a) The Master Developer has the legal capacity to enter into this Subsequent Developer Agreement.

(b) The Master Developer is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Master Developer's behalf.

(c) To the best of the Master Developer's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Master Developer pursuant to this Subsequent Developer Agreement.

(d) To the best of the Master Developer's knowledge and belief, after diligent inquiry, the Master Developer's execution and delivery of this Subsequent Developer Agreement will not constitute a violation of (i) the "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, as amended by the First Amendment to the "Amended and Restated Redeveloper and Land Disposition Agreement," approved by the City Council on June 13, 2019, and effective August 1, 2018; (ii) the Subsequent Developer Agreement Among the City of Asbury Park, Madison Asbury Retail, LLC, and Asbury Partner, LLC, dated June 1, 2010; (iii) the ordinance finally adopted by the City on February 13, 2013 and entitled "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 "**Original Infrastructure Ordinance**"), as amended on June 13, 2018 by Ordinance No. 2018-20 (the "**Infrastructure Ordinance**"); and (iv) the Infrastructure Component Report last adopted by the City by resolution on June 13, 2018.

2.3 Representations and Warranties of the Entity. The Entity makes the following representations and warranties:

(a) The Entity has the legal capacity to enter into this Subsequent Developer Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as same applies to the Project as of the date of this Subsequent Developer Agreement.

(b) The Entity is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Entity's behalf.

(c) To the best of the Entity's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Entity pursuant to this Subsequent Developer Agreement; or (ii) is

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likely to result in a material adverse change in the Entity's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Subsequent Developer Agreement.

(d) The Entity's execution and delivery of this Subsequent Developer Agreement and its performance hereunder will not constitute a violation of any operating, partnership, shareholder and/or similar agreement of the Entity or of any agreement, mortgage, indenture, instrument or judgment, to which the Entity is a Party.

(e) To the best of the Entity's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the City and its agents, are true and correct in all material respects. The Entity acknowledges that the facts and representations contained in the information submitted by the Entity are a material factor in the decision of the City to enter into this Subsequent Developer Agreement.

(f) The cost and financing of the Project will be the responsibility of the Entity.

(g) The Entity is financially and technically capable of financing, designing, constructing, operating, and maintaining the Project in accordance with its obligations under this Subsequent Developer Agreement.

ARTICLE 3 COVENANTS AND RESTRICTIONS

3.01 Covenants and Restrictions of the City.

(a) The City covenants that it will comply with all Applicable Laws.

(b) The City covenants to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Subsequent Developer Agreement, and to execute any documents required to obtain such approvals and otherwise to cooperate with the Entity with respect to the Governmental Approvals. The City further covenants and agrees to cooperate with Entity with respect to construction inspections and permitting during the construction of the Project and to help facilitate the scheduling of on-site inspections during the construction of the Project.

(c) Upon request by the Entity to condemn any restrictions on the real property constituting the Project Site initially imposed by James Bradley, the rights to which, if any, being held by his heirs, successors and assigns, the City agrees to exercise the power of eminent domain in accordance with applicable law on such terms and conditions as are acceptable to the City in its sole discretion at the time of the request.

3.02 Covenants and Restrictions of the Master Developer

(a) Master Developer covenants that it will assist with and participate in a coordinated defense with the City in the event of litigation related to the validity of this Subsequent Developer Agreement, so long as said defense does not involve litigation against an affiliated entity of Master Developer.

(b) The Master Developer covenants that it has reviewed the Application in good faith and has found it acceptable for the purpose of entering into this Agreement.

3.03 Covenants and Restrictions of the Entity.

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan, the Project Description and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

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

(e) The Entity shall, in order to effectuate the purposes of this Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, this Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under this Subsequent Developer Agreement for a period of more than one hundred and twenty (120) consecutive days, provided, however, that a suspension of the performance of its obligations under this Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of this Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Subsequent Developer Agreement.

(j) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.

(k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(l) **Opportunities for Local Residents During Construction.** In constructing the Project, Entity agrees to make Good Faith Efforts (as defined below in this Section 3.03 (l)) to meet the following local workforce requirements (collectively “**Local Workforce Requirements**”):

- i. Hire 15% of its Construction Labor Force from Local Labor;
- ii. Establish two (2) paid internships in the fields of property management, real estate development, or construction management with the Entity, an affiliate of the Entity, the general contractor for the Project or any subcontractor or then known tenants/operators of the Project (“**Internships**”);
- iii. Establish four (4) apprenticeships, with the Entity, an affiliate of the Entity, the general contractor for the Project, or any subcontractor or the then known tenants/operators of the Project where the individual is provided practical experience under the supervision of skilled workers of a trade, art or calling in the construction field (“**Apprenticeships**”). Those awarded Apprenticeships must be at least 18 years of age, except where a higher minimum age standard is otherwise fixed by law.
- iv. Establish six (6) scholarships in the amount of \$2,500 each, to be used in the discretion of the recipient for vocational or academic education (“**Scholarships**”). Only those who have successfully completed the Internships or Apprenticeships identified above shall be eligible for the scholarship.

Good Faith Efforts to meet the Workforce Requirements shall include the following actions identified in (i) through (iii):

- i. At least thirty (30) days prior to the Commencement of Construction of the Project, Entity shall notify the City Manager of an anticipated start date for Commencement of Construction.

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ii. Entity shall hold a Workforce Information Session (the “**Workforce Information Session**”) for City residents at either a location within the City of Asbury Park. The Entity shall also advertise the Workforce Information Session in the Asbury Park Press and The Coaster, at least ten (10) days before the Workforce Information Session, which advertisement shall include the date, time, and place of the Workforce Information Session, as well as a listing of the type of jobs available, approximate number of jobs available, and approximate hourly pay rate. The advertisement shall also indicate the availability of Apprenticeships, Internships, and Scholarships, unless the Entity decides to hold a second Workforce Information Session, upon ten (10) days advertised notice, for those positions. At least ten (10) days prior to holding the Workforce Information Session, the Entity shall notify the City Manager and the Career Centers at Asbury Park High School, the regional Vocational/Technical School, Monmouth County Workforce Investment Board (WIB) and the Career Center at Brookdale Community College of the need to attract Local Labor, and provide a copy of the advertisement. The Entity shall request that the schools display the advertisement and solicit resumes from interested students.

iii. The Entity shall provide to the City Manager within thirty (30) days after the Workforce Information Session, a detailed report of its efforts to employ Local Labor on the Project, and a list of resumes and/or inquiries received from local residents. At the time that the Entity requests a Certificate of Completion, the Entity shall provide a second and final detailed report of its efforts to the City Manager in accordance with Section 4.05.

Compliance

i. Should the Entity fail to comply with all of the Good Faith Efforts, or fail to provide documentation evidencing its Good Faith Efforts in items (i) through (iii) above, to the satisfaction of the Mayor and City Council of the City of Asbury Park, the Entity shall be required to make a payment to the Asbury Park Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council, in the amount of \$1,000 for each position (including Apprentices and Interns) it was unable to fill using Local Labor in order to meet the requirements set forth above. No remedy other than payment into the specified fund shall be required of the Entity. If such payment is required, a Certificate of Completion shall not be issued to the Entity until such payment is deposited into the specified fund.

ii. If the Entity has complied with all of the Good Faith Efforts, and has provided documentation evidencing its Good Faith Efforts in terms of (i) through (iii) above to the satisfaction of the Mayor and City Council of the City of Asbury Park, then no payment shall be due, and the Entity shall be deemed to have complied with this Section 3.03 for the purposes of the issuance of a Certificate of Completion.

iii. If the Entity is unable to find qualified applicants to meet the scholarship requirements set forth above, the Entity shall pay to the city an amount equal to the unfilled scholarships, which monies shall be deposited to the City's Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council.

(m) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make good faith efforts to encourage women and minority participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:

i. The Entity shall disseminate information within the City and the County of Monmouth concerning opportunities for women and minority contractors, vendors and suppliers prior to the commencement of construction of the Project.

ii. Hold the Workforce Information Session, in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage women and minority contractors/subcontractors to bid on the Project.

iii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage women and minorities, in the construction of the Project

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit. Only the City and the Master Developer and its affiliates are permitted to seek modification of the CAFRA Permit.

(o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 9.10 hereof.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3.03(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of this Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

(r) The Entity, and not the Master Developer, shall pay the Deficiency Amount (as defined in the Infrastructure Ordinance), if any, and the Special Assessment Agreement shall provide as such. The Entity's obligation to pay the Deficiency Amount shall survive the termination of this Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final Unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

3.04 Effect of Covenants.

(a) It is intended and agreed that the covenants and restrictions set forth in Sections 3.03(a) and 3.03(b) shall be covenants running with the land. All covenants in Section 3.03, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the City and the Master Developer, and any successor in interest to the Project Site, or any part thereof, against the Entity.

(b) It is intended and agreed that the covenants and restrictions set forth in Section 3.01 and Section 3.02, respectively, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Entity and its successors and assigns, and any successor in interest to the Project Site, or any part thereof, against the City, the Master Developer their successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project Site or any part thereof.

3.05 Enforcement by City or Master Developer. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City, the Master Developer, and their successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.03 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City and, as applicable, the Master Developer for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or Master Developer has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City and the Master Developer shall have the right, in the event of any breach of any

such agreement or covenant, to exercise all the rights and remedies as set forth in Article 6 of this Subsequent Developer Agreement.

3.06 Duration of Covenants. With respect to the Project, but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement, the covenants set forth in Section 3.03 shall be deemed satisfied and of no further force and effect upon termination of this Subsequent Developer Agreement as evidenced by the issuance by the City of a Certificate of Completion.

3.07 Termination of Declaration. The Declaration of Covenants and Restrictions may be terminated by recordation of a Certificate of Completion or if the Subsequent Developer Agreement is terminated by mutual agreement of the parties or by default. If terminated, the Parties shall prepare a release of the Declaration for execution.

ARTICLE 4 PROJECT IMPLEMENTATION

4.01 General Scope of Project. It is understood and agreed by and between the Parties that the Entity has the right to develop the Project Site with the Project consistent with the terms of the Entity's Subsequent Developer's Application, Applicable Laws, Governmental Approvals, the Redevelopment Plan, the Redeveloper Agreement, the Project Description, and the Project Schedule annexed hereto as Exhibit B and this Subsequent Developer Agreement. The Parties acknowledge the Entity's right to make non-material changes to the Project as described in the Application if same are required as a condition of Planning Board approval.

4.02 Amendments to Application. The Entity shall not make any material change to its Application. In the event of any changes to the Application are proposed, the Entity shall provide copies of all amended plans, applications, or submissions to the City and the Master Developer within ten (10) business days prior to any amended submission to the Planning Board or any Governmental Agency and shall provide the City and Master Developer with not less than ten (10) days' written notice prior to any hearing or meeting related to any amended submission.

4.03 Application for Governmental Approvals for Project Site. Within sixty (60) days of the Effective Date, the Entity shall use commercially reasonable efforts to submit (i) an application for preliminary and final major site plan approval to the City's Planning Board; (ii) an application for to the NJDEP for CAFRA Permit compliance review; and (iii) an application to Monmouth County for site plan approval, or a letter of no interest, as applicable. The Entity shall diligently prosecute to conclusion, all Applications for Government Approvals necessary for the financing, development, construction, operation, and maintenance of the Project Site. The Entity shall obtain all Governmental Approvals, excluding Building Permits for the Project, by August 1, 2023 (the "**Governmental Approval Period**"). The date that the Entity obtains all Governmental Approvals, excluding Building Permits for the Project, is known as the "**Governmental Approval Date**". The Entity shall obtain Building Permits for the Project within six (6) months of the Governmental Approval Date (the "**Building Permits Approvals Date**").

4.04 Project; Entity Deadlines. With respect to the Project, the Entity shall meet the deadlines and timeframes for the completion of Project activities as set forth in this Section 4.04.

(a) Commencement of Construction for the Project. No later than one hundred and eighty (180) days after the Governmental Approval Date, the Entity shall Commence Construction of the Project; provided, however, that the Entity shall not Commence Construction prior to the occurrence of all conditions subsequent set forth in Section 6.01(a) – (c) hereof.

(b) Completion of Construction of the Project. Not later than thirty-six (36) months after the Building Permits Approvals Date, the Entity shall Complete Construction of the Project, as well as any other components of the Project.

(c) It is understood and agreed that Entity is not completing the final improvements in the public right-of-ways adjoining the Project, as set forth in the Component Infrastructure Report, as that remains the responsibility of the Master Developer pursuant to the Redeveloper Agreement. However, Entity will be completing temporary improvements that will be removed and replaced by Master Developer within the public right of ways that will be removed and replaced by Master Developer in the future. A chart summarizing various improvements is annexed hereto as Exhibit INSERT

4.05 Progress Reports.

(a) For so long as this Subsequent Developer Agreement shall remain in effect the Entity shall, without the need for a written request, provide quarterly reports to be submitted on February 1, May 1, August 1 and November 1 of each year, to the City Manager and Master Developer, as to the actual progress of the Entity with respect to (i) the acquisition of Government Approvals; (ii) Commencement of Construction of the Project; (iii) Completion of Construction of the Project; (iv) Opportunities for Local Residents, Women and Minorities required by Sections 3.03 (l) (m) and (n); and (v) such other matters consistent with this Subsequent Developer Agreement as the City shall reasonably request be addressed in such reports.

(b) Outcome Assessments. The Entity hereby agrees to provide written reports to the City one year after the completion of construction of the Project, with respect to the internships, apprenticeships and scholarships described at Section 3.03 above, detailing the number of people who participated, the number who successfully completed the program, the number who were hired in the respective field as a result of the program, their job titles, and whether they were still employed in those positions as of the date of the outcome assessment.

4.06 Extensions. Extensions for deadlines set forth in Article 4 shall be as follows. All deadlines contained herein shall be reasonably extended as a matter of right in the event of any Event of Force Majeure. It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Entity shall be extended for a reasonable period not less than the period of the enforced delay.

4.07 Certificate of Occupancy and the Certificates of Completion.

(a) Upon Completion of Construction pursuant to Section 4.04 with respect to a Unit in the Project, the Entity shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for any such Unit in the Project.

(b) Following the issuance of all the final Certificates of Occupancy for the Units in the Project (which shall be presumptive evidence of satisfaction of all requirements related to construction of the Project) and the satisfaction of the terms and conditions of this Subsequent Developer Agreement, and upon request for the same by the Entity, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Entity has performed all of its duties and obligations with respect to the project under this Subsequent Developer Agreement and has completed construction of the Project in accordance with the requirements of this Subsequent Developer Agreement. The Certificate of Completion (which shall be in recordable form) shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants including without limitation the covenants in Article 3 (but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement), with respect to the Project in this Subsequent Developer Agreement and the Redevelopment Plan with respect to the obligations of the Entity to construct such Building within the dates for completion of same.

Within thirty (30) days after written request by the Entity, the City shall provide the Entity with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that the Entity has failed to complete the Project and all other obligations of the Agreement relating to the Project, in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in the opinion of the City in order for the Entity to be entitled to the Certificate of Completion. Upon the issuance of a Certificate of Completion, the conditions that were found and determined to exist on the Project Site at the time the Project Site was determined to be in need of redevelopment, shall be deemed to no longer exist and the land and improvements thereon shall not be subject to eminent domain as a result of those determinations.

Notwithstanding anything in this Agreement to the contrary, upon the issuance of a Certificate of Occupancy by the City for a particular Unit in the Project and upon sale of that Unit to a third-party buyer by the Entity, the third-party unit purchaser shall be relieved of any responsibility or obligation under this Agreement.

4.08 Construction Permit Fees. The City's Construction Official has advised the Entity that the Project constitutes "new construction" and not the rehabilitation of a structure which was previously completed or occupied, and that fees for construction permits applicable to the construction of the Project will be based on the methodology required by Applicable Laws for new construction.

4.09 Off-Site Obligations. The Entity shall be responsible for certain off-site obligations as follows:

(a) Sewer charges in the amount of \$3,220 per unit in accordance with the Ordinance adopted February 2, 2005, to be paid in the manner and at the time set forth therein , which payment does not exempt the entity from paying a Municipal Sewer Connection Fee; and

(b) In addition, the Entity shall pay a Municipal Sewer Connection Fee as calculated by the City Engineer to be paid to the City before construction permits are issued; and

(c) Payment to the City of \$2,212.00 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. For the purpose of calculating the credit against the Master Developer's obligation under Article 13 of the Redeveloper Agreement, the issuance of a Certificate of Occupancy for a unit shall constitute proof that the Entity paid the affordable housing fee that was due for that unit; and pursuant to the Original Infrastructure Ordinance as amended, including on June 13, 2018 by the Infrastructure Ordinance, the City shall impose a special assessment on the Project and the Project Site equivalent to the benefit conferred or deemed conferred by certain public infrastructure improvements constructed and installed or to be constructed and installed by the Master Developer, including public wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements in the Redevelopment Area in accordance with the provisions of the Redevelopment Plan.

(d) Special Assessment Agreement/RABs.

(i) The Entity hereby agrees and acknowledges that it has determined to enter into a special assessment agreement with the City pursuant to N.J.S.A. 40A:12A-66 of the RAB Law, as authorized by the Infrastructure Ordinance (the "**Special Assessment Agreement**").

(ii) The Parties hereby agree that the Special Assessment Agreement shall be substantially in the form of the agreement attached to the Original Infrastructure Ordinance as Exhibit B, as amended by Ordinance No. 2018-20, the final form of which shall be acceptable to the Master Developer and so accepted in writing by the Master Developer prior to the authorization of such Special Assessment Agreement by the City and the Entity.

(iii) The Parties hereby agree that, for purposes of calculating the special assessment, the Special Assessment Agreement shall provide that the assumed sales prices of the Units until sold shall be those prices set forth in Exhibit E attached hereto, unless otherwise agreed to in writing by all Parties. Nothing shall prohibit the Entity from selling the Units for more than the assumed sales prices set forth in Exhibit E.

(iv) The Parties hereby agree that the first installment of the special assessment under the Special Assessment Agreement shall commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility of a Unit for the issuance of a Certificate of Occupancy; and (ii) the expiration of the construction interest period on the RABs. As set forth in Section 6.01(d)(iii), the actual construction interest period (not to exceed two (2) years after issuance of the RABs) shall be selected by the Subsequent Developer no later than the execution of the Special Assessment Agreement, based upon its good faith estimate of the construction period for the Project. Nothing in this Section 4.09(d)(iv) shall affect the deadlines and timeframes set forth in Sections 4.03 and 4.04 hereof.

(v) The Parties hereby agree that the Entity, and not the Master Developer, shall be responsible for payment of the Deficiency Amount, if any, and the Special Assessment Agreement shall provide as such.

ARTICLE 5 PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

5.01 Prohibition Against Transfers of Interests by the Entity. The Entity recognizes the importance of the Project to the general welfare of the community and that the identity of the Entity and its qualifications are critical to the City and Master Developer in entering into this Subsequent Developer Agreement particularly in view of the public aids that have been made available for the purpose of making such redevelopment possible. Except as is otherwise provided by the Subsequent Developer Agreement, Applicable Laws and/or the Financial Agreement, the City and Master Developer consider that a transfer of the ownership of the Entity or of any part thereof or any other act or transaction involving or resulting in a change in the ownership of the Entity, is for practical purposes, a transfer or disposition of the Project then owned by the Entity. The Entity recognizes that it is because of such qualifications and identity that the City and Master Developer are entering into this Subsequent Developer Agreement with the Entity, and, in so doing, the City and Master Developer are relying on the obligations of the Entity and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by the Entity hereunder.

As a result of, but subject to, the terms of the preceding paragraph, prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, the Entity agrees for itself and any successor in interest that (i) there shall be no transfer by any owner of any controlling interest in the Entity, or by any successor in interest to such owner of any interest in the Entity, (ii) nor shall any such owner or successor in interest suffer any such transfer to be made, (iii) nor shall such owner or successor in interest make, or suffer to be made, any other change in ownership of any controlling equity interest in the Entity or in the relative distribution thereof between and among the owners, or with respect to the identity of the parties in control of the Entity, by any other method or means, whether by increased capitalization, merger with another corporation, partnership, or limited liability entity or otherwise. For purposes of this Subsequent Developer Agreement, the term “owners” is defined to include the interests of the

members of the Entity, as the case may be, and the owners of such members, partners, or shareholders.

5.02 Exemptions from Prohibited Transfers. Notwithstanding the foregoing, following notice to and with the consent of the City which consent shall not be unreasonably withheld, conditioned or delayed, the following shall not constitute a prohibited transfer, for purposes of Section 5.01: The assignment by the Entity of its rights under this Subsequent Developer Agreement upon the following conditions: (i) the assignee of the Entity must be an entity controlling, controlled by, or under common control of the Entity or iStar Inc.; (ii) the assignee of the Entity shall assume all of the obligations of the assignor Entity hereunder, but the assignor Entity shall remain primarily liable for the performance of such Entity's obligations, (iii) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer, (iv) such assignment does not violate any of the Governmental Approvals.

5.03 Transfer of Subsequent Developer Agreement. The Entity further agrees for itself, and its successors and assigns, that prior to the completion of the Project or any portion thereof, as evidenced by the issuance of a Certificate of Completion it will not make or create, or suffer to be made or created, any sale, assignment, conveyance, lease or transfer in any other mode or form (collectively, the "**Transfers**") of its interests in the Project Site or its interest in this Subsequent Developer Agreement or in this Project, or any part thereof or any interest therein, without the prior written approval of the City, except as provided below, in the Financial Agreement, and otherwise in this Article 5.

5.04 Consent to Permitted Transfers.

(a) The City and Master Developer hereby consent, without the necessity of further approvals from any entity, to the following Transfers: (i) any Mortgage or related security granted by the Entity to a Permitted Mortgagee (including an Institution, or Asbury Partners, LLC) for the purpose of obtaining the financing necessary to enable the Entity or any successor in interest to the Project Site or any part thereof, to perform its obligations under this Subsequent Developer Agreement with respect to Completion of the Project and any other purpose authorized by this Subsequent Developer Agreement, (ii) any Mortgage or Mortgages and other liens and encumbrances granted by the Entity to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project; (iii) any transfer of all or portions of the real property comprising the Project Site from its current owner to the Entity; (iv) any contract to sell a unit in the Project to a purchaser and/or the sale of such unit upon its completion and the issuance of a Certificate of Occupancy; (v) any lease or occupancy agreement(s) for all portions of the Project or the Project Site, provided that the same are in compliance with the Financial Agreement; (vi) any easements, rights-of-way, or licenses contemplated to be recorded by the Entity in connection with the Governmental Approvals for the Project; (vii) transfers of stock of Toll Brothers, Inc., which is a parent and related company to the Entity and which is a public company registered on the New York Stock Exchange.

(b) With respect to any of the Transfers listed in Section 5.04(a), (i)-(ii) the Entity shall provide to the City and to the Master Developer written notice of at least fifteen (15) days prior to such Transfer, including a description of the nature of such Transfer, and the

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name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such Transfers.

5.05 Prohibition Against Speculative Development. Because of the importance of Project to the general welfare of the community, the Entity represents and agrees that its undertakings pursuant to this Subsequent Developer Agreement will not be used for speculation in land holding.

5.06 Information as to Ownership of Entity. In order to assist in the effectuation of the purpose of this Article 5, the Entity agrees that during the period between the execution of this Subsequent Developer Agreement and the completion of the Project as evidenced by the issuance of a Certificate of Completion, the Entity shall, at such time or times as the City may reasonably request, furnish the City with a complete statement subscribed and sworn to by the managing partner, managing member or other executive officer or member of the Entity, setting forth all of the partners, both general and limited, managing members, shareholders, or other owners of equity interests of the Entity and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Entity, their names and the extent of such interests, other than with respect to shareholders of Toll Brothers, Inc., a parent and related company to the Entity, which is a publicly-traded company.

ARTICLE 6 DEFAULT AND REMEDIES

6.01 Automatic Termination of Subsequent Developer Agreement. This Subsequent Developer Agreement, including, without limitation, the Entity's designation as a Subsequent Developer, shall automatically terminate, without any further action of any Party after notice and opportunity to cure in accordance with Section 6.02, 6.03, or 6.04 as applicable, if each and every of the following conditions subsequent are not completed on or before the Outside Approvals Date:

(a) Entity has obtained all Governmental Approvals, including the first of any Building Permits required to Commence Construction;

(b) Financial Agreement is authorized, executed, and delivered by each of the Entity and the City;

(c) Special Assessment Agreement, in form consented to by Master Developer in writing, is authorized, executed, and delivered by the City and the Entity; and

(d) City issues one or more series of bonds (non-recourse to the City) pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. ("**RABs**").

(i) The terms and conditions of the RAB shall be in accordance with and as further set forth in the Redeveloper Agreement, including, without limitation: (1) the RABs shall be primarily secured by the pledged portion of the special assessment provided under the Special Assessment Agreement (the "**Pledged Special Assessment**"); (2) the RABs shall be issued on federally tax-exempt basis to the extent permitted by applicable law; and (3) the proceeds of the

RABs shall be made available to the Master Developer for the construction of, or reimbursement for, infrastructure improvements benefitting the Project.

(ii) Under the terms of the Indenture, the City has the obligation to issue the RABs upon, among other things, the receipt of all Governmental Approvals, including Building Permits, required to authorize the Commencement of Construction. The Master Developer intends to request that the City issue the RABs on or about the Building Approvals Date.

(iii) The RABs shall have a reasonable construction interest period, not to exceed two (2) years from the date of issuance of the RABs. The RAB purchaser will determine whether to accrue interest during the construction period, or fund it (capitalized interest) with a portion of the proceeds of the RABs. The actual construction interest period (not to exceed two (2) years) shall be selected by the Subsequent Developer no later than the execution and delivery of the Special Assessment Agreement, based upon the Subsequent Developer's good faith estimate of the construction period for the Project. Nothing in this Section 6.01(d)(iii) shall affect the deadlines and timeframes set forth in Sections 4.03 and 4.04 hereof.

(iv) For purposes of sizing the RABs, the assumed sales prices of the Units shall be those prices set forth in Exhibit E attached hereto, unless otherwise agreed to in writing by the Parties.

(v) The Indenture shall provide, at a minimum, that the RABs shall be non-callable, and that, to the extent the actual amount of aggregate Pledged Special Assessments payable by the owners of the Units upon sale of all Units (the "**Actual Pledged Special Assessments**") is greater than the amount of the Pledged Special Assessments assumed at the time of issuance of the RABs (the "**Projected Pledged Special Assessments**," and the difference between the Actual Pledged Special Assessments and the Projected Pledged Special Assessments, the "**Surplus Pledged Special Assessments**"), the City may, after receipt of a written request of the Master Developer, issue an additional series of RABs, to be primarily secured by the Surplus Pledged Special Assessments, and the terms and conditions of such RAB shall comport with (i)-(iv) above and this clause (v), to be set forth in the applicable indenture of trust. The use of the bond proceeds from any such issuance of RABs shall be as set forth in the Redeveloper Agreement.

6.02 City Defaults. The following shall constitute an Event of Default by the City: the failure of the City to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the City of written notice from the Entity specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the City is

proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

6.03 Entity Defaults. Any one or more of the following shall constitute an Event of Default by the Entity:

(a) Failure of the Entity to observe and perform any covenant, condition, representation, warranty or agreement hereunder, specifically including failure to meet the milestones in Section 4.02 and Section 4.03 hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the Entity of written notice from the City or Master Developer specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the Entity is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

(b) (i) The Entity shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Entity and shall not have been dismissed for a period of ninety (90) consecutive days; (iii) the Entity, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Entity has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Entity shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Entity, and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Entity, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Entity, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Entity, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; (ix) the Entity shall have suspended the transaction of its usual business for one hundred and twenty (120) consecutive days.

(c) The Entity or its successor in interest shall (i) fail to pay any real estate taxes, payments in lieu of real estate taxes, the fees and special assessments set forth in Section 4.09 herein, or any other governmental assessments on the Project Site or any part thereof when due and such failure shall continue for a period of ten (10) consecutive days after notice thereof or, (ii)(a) place on the Project Site any encumbrance or lien unauthorized by this Subsequent Developer Agreement, or (b) suffer any levy or attachment to be made, or any construction liens that have not been adequately bonded or collateralized, or any other unauthorized encumbrance or lien to attach, and with respect to (ii) (a) or (b), provision satisfactory to the City for removal or discharge of such unauthorized encumbrance or lien shall not have been made within sixty (60) days after written demand by the City to do so.

(d) There is, in violation of this Subsequent Developer Agreement, a transfer or assignment as prohibited in Article 5.

6.04 Remedies of City or Master Developer upon Event of Default by the Entity.

(a) Whenever any Event of Default by the Entity shall have occurred and be continuing beyond the applicable cure period, the City may terminate this Subsequent Developer Agreement, rescind any designation of the Entity as a Subsequent Developer or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement; provided that no remedy available to the City shall (i) prohibit the Entity from completing sales of Units in the Project to contract purchasers in accordance with the terms of the preliminary offering statement approved by the New Jersey Department of Community Affairs, (ii) assert or impose liability on the Entity for special, indirect, consequential or punitive damages or assert or impose personal or individual liability on the affiliates, members, managers, officers and agents of the Entity, or (iii) adversely affect the security or payment of debt service on the RABs, if previously issued at the time of such termination. The Entity's retention of rights set forth in clause (i) above shall not in any way modify the timing or otherwise adversely affect the security or payment of debt service on the RABs, if previously issued; this includes, without limitation, the expiration of capitalized interest on the RABs.

(b) Whenever any Event of Default by the Entity shall have occurred and be continuing, the Master Developer may make a written request to the City to exercise any remedies available to the City in the Event of Default by the Entity, as set forth in Section (a), which request shall not be unreasonably denied by the City. If the City does not undertake to enforce this Subsequent Developer Agreement, within one hundred and twenty days (120) days of receipt of the written request or at least thirty (30) days prior to the expiration of any applicable appeal period that may apply to such enforcement, whichever shall be shorter, Master Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement, provided, however that the limitations of liability and continuing and unaffected obligations regarding the payment of debt service on the RABs set forth in 6.04(a) above shall still apply.

(c) In addition to, and not in limitation of, the remedies available to the City and to the Master Developer as set forth above, and notwithstanding any requirement of the City and the Master Developer to submit to binding arbitration to the contrary, the City or the Master Developer, as set forth above, may seek in a court of competent jurisdiction a temporary injunction or injunction to prevent: (i) any transfer or assignment not permitted pursuant to Article 5; or (ii) any action by the Entity in breach of covenants as set forth in Section 3.03(a) or 3.03(b).

(d) Remedies of the Entity upon Event of Default. Whenever any Event of Default by the City or the Master Developer shall have occurred and be continuing, the Entity may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the City or the Master Developer under this Subsequent Developer Agreement.

6.05 Restoration of Status. In case any Party, as applicable, shall have proceeded to enforce its rights under this Subsequent Developer Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely any Party, as applicable, then and in every such case, the Parties shall be restored respectively to their respective positions and rights hereunder, and all rights, remedies and powers of the Parties shall continue as though no such proceedings had been taken.

6.06 Failure or Delay by Any Party. Except as otherwise expressly provided in this Subsequent Developer Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

6.07 Remedies Cumulative. No remedy conferred by any of the provisions of this Subsequent Developer Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

ARTICLE 7 COOPERATION AND COMPLIANCE

7.01 Implementation of Subsequent Developer Agreement and Redevelopment Plan. The parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, and consents in order to satisfy the terms and conditions of this Subsequent Developer Agreement and the Redevelopment Plan as it applies to the Project and further agree to cooperate as may be reasonably requested by any Permitted Mortgagee of the Entity in connection with obtaining financing for the Project or a part thereof; provided, however, that all cost of such action shall be borne by the Entity.

ARTICLE 8 MORTGAGE FINANCING; RIGHTS OF THE MORTGAGEE

8.01 Mortgage Financing. Neither the Entity nor the owner of the Property may obtain and record a Mortgage for the Project prior to the execution and recordation of the Special Assessment Agreement, unless (a) the Mortgage contains an explicit provision providing that it shall be subordinate to the Special Assessment Agreement; and (b) in the event a Mortgage is recorded against the Property prior to the recording of the Special Assessment Agreement, the Special Assessment Agreement shall include the agreement and acknowledgment of the mortgagee that the Mortgage lien is subordinate to the lien of the Special Assessment Agreement. For purposes of clarification and to remove any doubt, (x) no consent of the issuer of any Mortgage for the Project, or the purchase money mortgage financing any unit within the Project, is required, so long as the Special Assessment Agreement has been recorded prior to the recording of any such Mortgage or purchase money mortgage and (y) nothing in this Agreement in any way restricts any Mortgage or purchase money mortgage, to the extent desired or permitted by the Entity, from being recorded as first lien mortgages, subordinate only to the lien of the Special Assessment Agreement and other municipal liens. The Entity further agrees to provide a copy of any proposed Mortgage

to the Master Developer at least five (5) days prior to the execution of said Mortgage. Thereafter, all monies obtained in connection with any construction financing for the Project must be devoted to the construction of improvements within the Project Site, related hard costs such as, but not limited to, land acquisition, and related soft costs such as interest, professional fees and filing fees. Upon completion of the Project, as evidenced by issuance of a Certificate of Completion for the Project, the Entity may refinance the Project Site without restriction.

8.02 Completion of Project by Mortgagee. Notwithstanding any of the provisions of this Subsequent Developer Agreement, including those which are or are intended to be covenants running with the land, any Permitted Mortgagee holding a Mortgage on the Project Site (including any such holder who obtains title to the Project Site or any part thereof as a result of foreclosure or other court proceedings, or action in lieu thereof, but not including (i) any other Party who thereafter obtains title to the Project Site from or through such holder or (ii) any purchaser at foreclosure sale), shall in no way be obligated by the provisions of this Subsequent Developer Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in this Subsequent Developer Agreement be construed to so obligate such holder; provided that nothing in this Article or any other Article or provision of this Subsequent Developer Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted under the Redevelopment Plan.

8.03 Notice to Mortgagee. If the City or Master Developer shall deliver any notice or demand to the Entity with respect to any Event of Default by the Entity of its obligations or covenants under this Subsequent Developer Agreement, the City or Master Developer shall forward a copy of such notice or demand to each Permitted Mortgagee holding any Mortgage authorized by this Subsequent Developer Agreement. The Entity shall promptly advise the City and Master Developer of the name and address of any Permitted Mortgagee upon the closing of any Mortgage loan to such Permitted Mortgagee.

8.04 Mortgagee's Right to Cure Default. After delivery of notice of an Event of Default, each Permitted Mortgagee shall (insofar as the rights of the City and Master Developer are concerned) have the right, at its option, to cure or remedy such Event of Default and to add the cost thereof to the Mortgage debt and the lien of its Mortgage; provided that, if the breach or default is with respect to construction of the Project, nothing contained in this Subsequent Developer Agreement shall be deemed to permit or authorize such Permitted Mortgagee, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the holder's security, including the improvements or construction already begun) without first having expressly assumed the obligation to the City, by written agreement reasonably satisfactory to the City, to complete, in the manner provided in this Subsequent Developer Agreement, the Project on the Project Site or the part thereof to which the lien, interest or title of such holder relates.

Any such Permitted Mortgagee opting to effect necessary cure action shall cure the Event of Default (i) within 30 days of receipt of notice of same in the case of a monetary default and (ii) within 60 days of receipt of notice of same in the case of a non-monetary default, unless same

cannot reasonably be cured within such 60 day period and the Permitted Mortgagee commences the cure within the 60 day period and diligently pursues same to completion.

Any such Permitted Mortgagee who shall properly complete the Project or applicable part thereof shall be entitled, upon written request made to the City to receive the Certificate of Occupancy and the Certificate of Completion as set forth in this Subsequent Developer Agreement.

ARTICLE 9 MISCELLANEOUS

9.01 Conflict with Redeveloper Agreement. To the extent that (i) the rights and responsibilities of the Entity and obligations of the City contained in this Subsequent Developer Agreement are inconsistent with the rights and responsibilities of a Subsequent Developer or the obligations of the City as set forth in the Redeveloper Agreement then provisions of this Subsequent Developer Agreement shall govern. The City acknowledges that the Master Developer shall have no liability under this Subsequent Developer Agreement and that its acknowledgement of this Subsequent Developer Agreement is solely for the purpose of recognizing the Entity and the Project pursuant to the Redeveloper Agreement. Nothing contained in this Subsequent Developer Agreement modifies, alters or waives the rights of either the City or the Master Developer under the Redeveloper Agreement. No action or inaction by the Entity shall be imputed to be considered a breach, default, or violation of the Redeveloper Agreement by the Master Developer.

9.02 No Consideration for Agreement. The Entity warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Subsequent Developer Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Entity further warrants it has not paid or incurred any obligation to pay any officer or official of the City, any money or other consideration for or in connection with this Subsequent Developer Agreement.

9.03 Non-Liability of Officials and Employees. No member, official or employee of the City shall be personally liable to the Entity, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Entity or its successor, or on any obligation under the terms of this Subsequent Developer Agreement. No member, officer, or employee of the Entity shall be personally liable to the City under this Subsequent Developer Agreement.

9.04 Inspection of Books and Records.

(a) The City shall have the right at all reasonable times on reasonable advance notice to the Entity to inspect the books and records of the Entity pertinent to the requirements of this Subsequent Developer Agreement, including but not limited to construction contracts, books and records, leases, insurance policies, and agreements.

(b) The Entity shall have the right at all reasonable times to inspect the books and records of the City pertinent to the purposes of this Subsequent Developer Agreement.

(c) Such inspections must be performed at a time and in a manner as to not unreasonably interfere with the business operations of the Party whose books and records are being inspected.

9.05 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Subsequent Developer Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Entity and the City, and acknowledged by the Master Developer.

9.06 Recitals. The recitals contained in this Agreement contain statements of fact and/or expressions of intention by the Parties and are deemed to be part of the substance of this Agreement.

9.07 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

9.08 Title of Articles and Sections. The titles of the several Articles and Sections of this Agreement, as set forth in the Table of Contents or at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

9.09 Severability. The validity of any Articles and Section, clause or provision of this Subsequent Developer Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

9.10 Indemnification. The Entity, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless the Master Developer, the City, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third Party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting solely from or in connection with one or a combination of the following (i) any breach by the Entity or its agents, employees or consultants, of the Entity's obligations under this Subsequent Developer Agreement, or (ii) the acts or omissions of the Entity agents, contractors or subcontractors, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project.

9.11 Governing Law. The Subsequent Developer Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9.12 Waiver of Jury Trial. The Parties to this Subsequent Developer Agreement do hereby waive the right to a trial by jury with respect to any dispute or controversy concerning or arising as a consequence of this Agreement.

9.13 Notices. Any notice by a Party to this Subsequent Developer Agreement to another of the parties shall be deemed to have been properly given only if (i) delivered personally or (ii) sent by registered or certified mail return receipt requested in a postage paid envelope or (iii) sent

by nationally recognized overnight delivery service to a Party at such Party's address set forth above or such other address as a Party may designate in writing. Notices shall be deemed to have been duly given when received by the addressee or upon the addressee's refusal to accept delivery. The terms of this Section 9.13 shall apply to any Permitted Mortgagee upon such Permitted Mortgagee giving notice to the other parties of its identity and address.

9.14 Condemnation. The City is authorized under the Act to condemn property in a redevelopment area for the purpose of effectuating a redevelopment project; however, pursuant to Section 17.2 of the Redeveloper Agreement, the City has contractually agreed not to exercise its eminent domain powers concerning any property within the Boardwalk Area or the Prime Renewal Area of the Redevelopment Plan without Master Developer's consent.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Subsequent Developer Agreement as of the date first written above.

[SEAL]

Attest:

THE CITY OF ASBURY PARK

By:_____

Name: John Moor

Title: Mayor, City of Asbury Park_____

Witness:

ASBURY PARTNERS, LLC

By:_____

Name:_____

Title:_____

Witness:

**[TOLL BROS. ASBURY PARK URBAN
RENEWAL, LLC]**

By:_____

Name:_____

Title:_____

EXHIBIT A

Project Description and Concept Plan

The proposed project is a 62-unit multifamily condominium development, consisting of two, three-story buildings and three, four-story buildings on an approximately 106,000 sq. ft. tract of land. The property consists of the entire Block 3103, located on Cookman Avenue, Heck Street, Lake Avenue and Grand Avenue. Twenty-six (26) units will front on Lake Avenue in 2 three story buildings and 36 units will front on Cookman Avenue in four story buildings. The proposed units will vary from 2- to 4-bedrooms and range in size from 1,635 square feet to 2,108 square feet. A total of 160 parking spaces are proposed, all within individual unit garages and on driveway pads. It will include EV/EV ready parking, in accordance with the new state of New Jersey mandated requirements.

Vehicle access is by a driveway with access on Grand Avenue and Heck Street frontages. An elevated boardwalk runs along the front of the two sets of buildings which will face Lake Avenue, and connects to a large outdoor seating area in the southeast corner of the property. There are ninety-eight (98) off-street parking spaces. There will be 2 parking spaces each for the 3 story units, and 3 spaces each for the 4 story units

The building's exterior materials include board and batten siding, shiplap siding and cementitious panels on the bays. Windows are operable casement-style. Balconies have horizontal railings and composed of cable railing and glass. Stairs are cast concrete. Balcony doors will be swing doors with window dividers. Softer materials and colors were selected to ensure a more residential feeling and the applicant revised the color palate to add some color into the façade to further articulate individual units.

There is a full landscaping plan consistent with the redevelopment plan. The walkways by the park are landscaped. A small green area is provided for each unit. There is a small open space on Heck street for residents with moveable type furniture. Street benches and bike racks are part of the plan.

The Project will adhere to all DEP and FEMA regulations.

See Concept Plans, attached as Exhibits A-1 to A_7.

After Review by the Director of Planning and Redevelopment, the Technical Review Committee ("TRC") and the City Administration, the site plan shall be modified to include the following:

1. Upon further technical analysis by the Entity, the Entity will consider making the residence garages to be one way entering from Heck Street and exiting onto Grand Avenue.
2. An additional accessway from the townhouse boardwalk to Lake Avenue shall be added.
3. The sidewalk at Heck Street shall be widened to match the sidewalk on the opposite side of the street.
4. If permitted by DEP, plants shall be planted adjacent to the entrances of the townhouses to mitigate the visual impact of the grade change of the building to the street

EXHIBIT B**Project Schedule**

This Project Schedule is illustrative and is consistent with the timeframes set forth in the Subsequent Developer Agreement. Timeframes associated with the approval / construction process include the following:

Submission to Asbury Park Planning Board	Within 60 days of the Effective Date.
Governmental Approval Date	Within eighteen (18) months of the Effective Date.
Building Permits Approvals Date	Within six (6) months of the Governmental Approval Date.
Commencement of Construction	On or about the Building Permits Approvals Date, but earlier than the Outside Approvals Date.
Project Completion Date	No later than thirty-six (36) months from the Commencement of Construction.

EXHIBIT C**Declaration of Covenants and Restrictions****DECLARATION OF****COVENANTS AND RESTRICTIONS**

This Declaration of Covenants and Restrictions (“Declaration”), is made this ____ day of 2021, by **TOLL BROS. ASBURY PARK URBAN RENEWAL, LLC** with principal offices located at 1140 Virginia Drive, Fort Washington, PA 19034, a New Jersey limited liability company qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, et. seq. (the “Entity”).

FOR THE BENEFIT OF

The City of Asbury Park, a municipal corporation of the State of New Jersey with offices at 1 Municipal Plaza, Asbury Park, New Jersey, 07712 (the “City”) acting in the capacity of a redevelopment agency for the City of Asbury Park, New Jersey; and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder.

WITNESSETH:

WHEREAS, the *New Jersey 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

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan” (as amended and supplemented from time to time, the “**Redevelopment**

Plan”) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment 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, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may to undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; and

WHEREAS, in 2018 the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or the Entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “**First Amendment**” and the “**Amended and Restated Redeveloper and Land Disposition Agreement**” together shall be referred to as the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer

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application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity is the owner of property identified as Block 3103, Lot 1 (the “**Property**”) on the tax maps of the City and located in the Redevelopment Area (the “**Project Site**”) and intends to redevelop the Project Site with (the “**Project**”); and

WHEREAS, the City, the Master Developer, and the Entity have entered into that certain Subsequent Developer Agreement (the “**Subsequent Developer Agreement**”) which memorializes the terms and conditions by which the Entity will implement and carry out the Project; and

WHEREAS, pursuant to the Subsequent Developer Agreement, the Entity agreed to certain covenants governing the Entity’s (i) use of the land on which the Project will be constructed (the “**Project Site**”) (ii) construction of the Project and (iii) indemnification of the City and its officers, agents, employees, contractors, and consultants (hereinafter the “**Indemnified Parties**”); and

WHEREAS, the Subsequent Developer Agreement requires that such Covenants be memorialized in a Declaration of Covenants, and Restrictions and that said declaration be recorded against the Hotel Site by the Entity in the office of the Monmouth County Register,

NOW, THEREFORE, the Entity declares that the Project and the Project Site as defined above and such additions thereto as may hereinafter be made in accordance herewith, is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions, charges, and obligations hereinafter set forth in this Declaration:

Section 1. General. The foregoing whereas clauses are hereby incorporated in this section 1 as if fully set forth at length.

Section 2. Definitions. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Subsequent Developer Agreement, a fully executed copy of which shall be on file in City Hall.

Section 3. The Entity's Covenants. In accordance with the terms of the Subsequent Developer Agreement, the Entity expressly covenants and agrees as follows:

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan, the Subsequent Developer Agreement and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless as permitted in the Subsequent Developer Agreement or unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes and provided that nothing shall prohibit the Entity from selling individual Units within the Project to third-party purchasers prior to the issuance of a Certificate of Completion for the Project, provided the Entity has obtained a Certificate of Occupancy for any Unit sold.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and

shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

(d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, gender identity, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(e) The Entity shall, in order to effectuate the purposes of the Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, the Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under the Subsequent Developer Agreement for a period of more than one hundred and twenty (120) consecutive days, provided, however, that a suspension of the performance of its obligations under the Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of the Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Subsequent Developer Agreement.

(j) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.

(k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or

timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(l) **Opportunities for Local Residents during Construction.** The Entity shall make a Good Faith Effort, as same is defined in the Subsequent Developer Agreement, to employ at least fifteen (15) percent local resident participation in the construction of the Project and shall provide scholarships, apprenticeships and internships as set forth in the Subsequent Developer Agreement.

(m) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make Good Faith Efforts, as same are defined in the Subsequent Developer Agreement, to encourage women and minority participation in the construction of the Project.

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 9.10 of the Subsequent Developer Agreement.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

(r) The Entity, and not the Master Developer, shall pay the Deficiency Amount (as defined in the Infrastructure Ordinance), if any, and the Special Assessment Agreement shall provide as such. The Entity's obligation to pay the Deficiency Amount shall survive the termination of the Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal

amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

(s) The Entity shall ensure that any agreements with its lessees or assigns shall reflect the covenants set forth herein.

Section 4. The Encumbered Lands. The lands and premises (together with the improvements to be constructed thereon) which are intended to be encumbered by this Declaration consist of the Project Site which consists of Block 3103, Lot 1 (the “**Property**”) on the tax maps of the City, and as more particularly described in the metes and bounds description attached hereto as **Exhibit A [to provide legal description]**.

Section 5. Effect and Duration of Covenants. The Entity hereby acknowledges that this Declaration shall be recorded, imposing on the Project Site the covenants provided in this Declaration, provided, however, that such covenants shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project or any part thereof. The covenants provided herein shall run with the land and shall cease and terminate when a Certificate of Completion for such improvements has been issued, except that the covenants set forth in Section 3(q) and Section 3(r) shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding. Notwithstanding

anything in this Declaration or the Agreement to the contrary, upon the issuance of a Certificate of Occupancy by the City for a particular Unit in the Project and upon sale of that Unit to a third-party buyer by the Entity, the third-party unit purchaser shall be relieved of any responsibility or obligation under this Declaration or the Agreement.

Section 6. Indemnity. The Entity shall comply with the provisions set forth in Section 9.10 of the Subsequent Developer Agreement entitled INDEMNIFICATION. The Indemnity shall survive the termination of the Subsequent Developer Agreement and shall run with the land, provided, however, that the Indemnity shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project Improvements or any part thereof.

Section 7. Binding Effect and Enforcement. This Declaration shall inure to the benefit of the City, its legal and personal representatives, successors and assigns, and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder. This Declaration and the covenants and restrictions imposed upon the Project Site hereunder shall be enforceable by the City, and such other persons and parties entitled to enforce the provisions of the Subsequent Developer Agreement against the Entity.

[Signature Page Follows]

STATE OF NEW JERSEY :

:ss:

COUNTY OF :

BE IT REMEMBERED, that on this day _____ day of _____
before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6 to take
acknowledgments for use in the State of New Jersey, personally appeared , who acknowledged
under oath, to my satisfaction, that this person (or if more than one, each person): (a) is the
managing member of TOLL BROS. ASBURY PARK URBAN RENEWAL, LLC the limited
liability company named in the within instrument and is authorized to sign the within instrument
on behalf of the limited liability company; and (b) as such member or manager, signed, sealed and
delivered this instrument as the voluntary act and deed of the limited liability company, made by
virtue of authority from all of its members.

Notary Public

EXHIBIT A**The Encumbered Lands**

Legal description to be attached

EXHIBIT D

Omitted

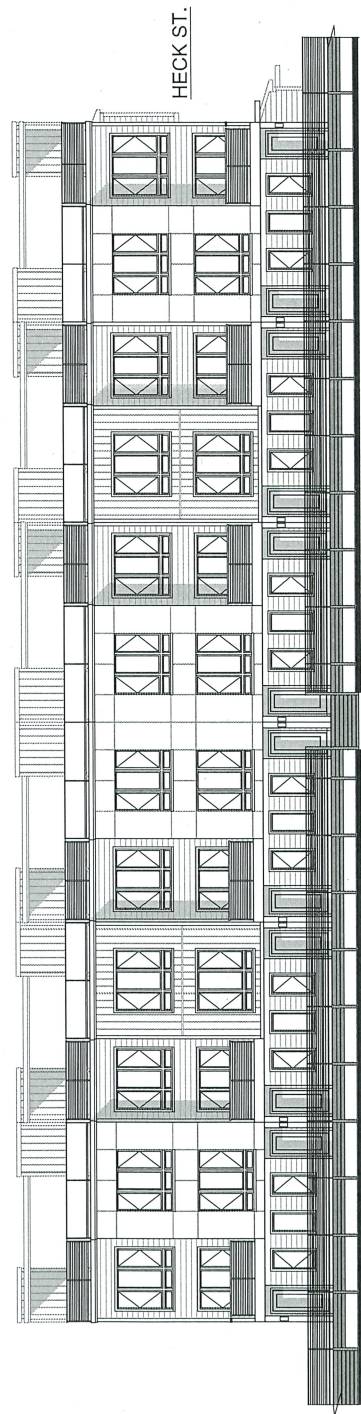
EXHIBIT E**Assumed Unit Pricing**

Unit	Designation	Sales Price	Number of Units
4- Story	Unit A Interior	\$ 869,995	12
	Unit A Exterior	\$ 924,995	6
	Unit B Interior	\$ 849,995	12
	Unit B Exterior	\$ 904,995	6
3 - Story	Unit C Interior	\$ 844,995	9
	Unit C Exterior	\$ 894,995	4
	Unit D Interior	\$ 774,995	9
	Unit D Exterior	\$ 824,995	4

Docs #5028806-v12

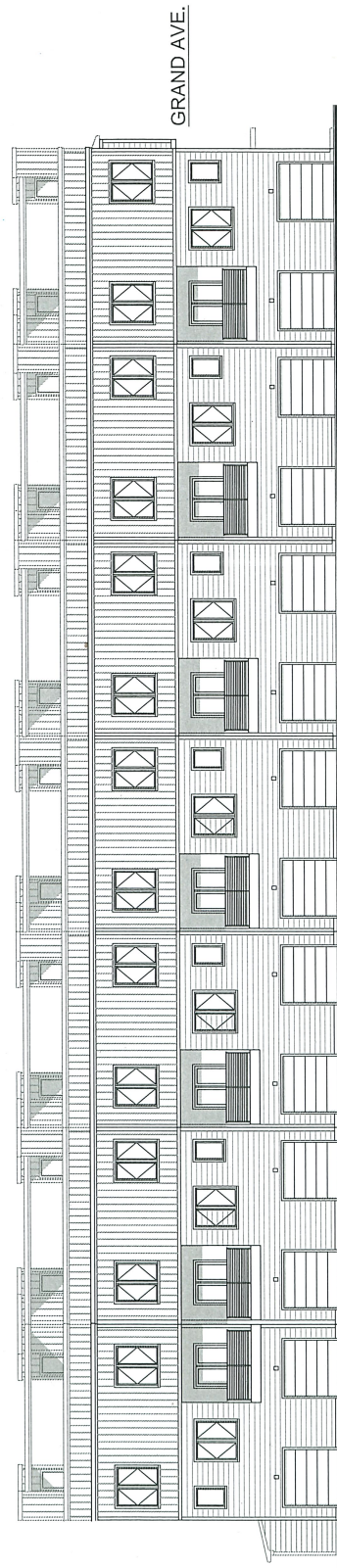
Exhibit A-1-A-7

Concept Plan



6 MODULE - FRONT ELEVATION

VOIDS: 2,052 SF. SOLID: 5,736 SF.
VOID-TO-SOLID RATIO : $2,052 / 5,736 = 0.3577 \times 100 = 35.77 \%$
WINDOWS & DOORS: 2,040 SF.
FENESTRATION RATIO: $2,040 / 5,736 = 0.3556 \times 100 = 35.56 \%$



3-STORY (BACK TO BACK) - 7 MODULE
REAR ELEVATION - ALLEY

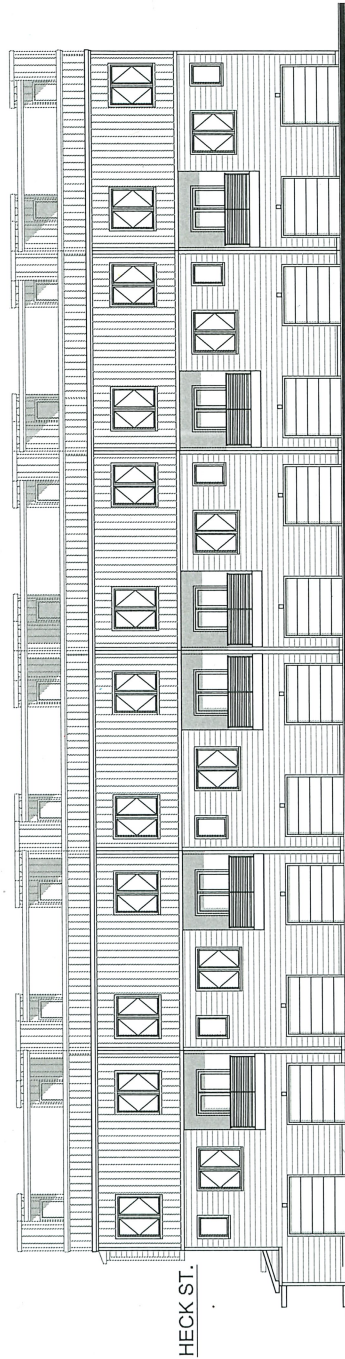
SCHEMATIC DESIGN SCALE: 1/8"=1'-0"
FEBRUARY 03, 2022

ASBURY PARK CONDOMINIUMS
ASBURY PARK, NJ # 20210203.00

Toll Brothers
America's Luxury Home Builder

Architecture + Planning
855.426.5549
8559.com





6 MODULE - REAR ELEVATION

3-STORY (BACK TO BACK) - 6 MODULE
REAR ELEVATION - ALLEY

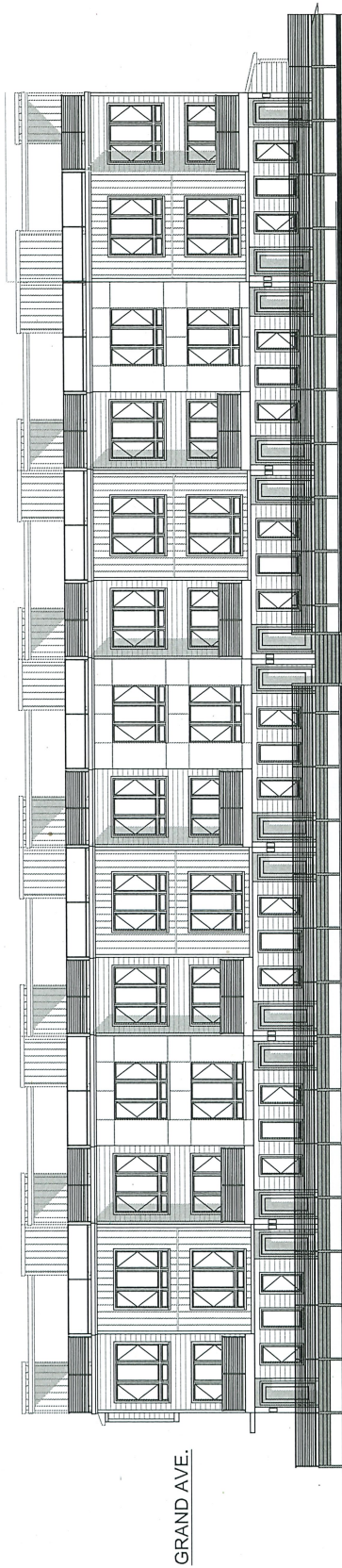
SCHEMATIC DESIGN SCALE: 1/8"=1'-0"
FEBRUARY 03, 2022

ASBURY PARK CONDOMINIUMS
ASBURY PARK, NJ # 20210203.00



Architecture + Planning
888.436.5949
toll.com





7 MODULE - FRONT ELEVATION

VOIDS: 2,394 SF. SOLID: 6,692 SF.
VOID-TO-SOLID RATIO : 2,394 / 6,692 = 0.3577 X 100 = 35.77 %
WINDOWS & DOORS: 2,380 SF.
FENESTRATION RATIO : 2,380 / 6,692 = 0.3556 X 100 = 35.56 %



Architecture + Planning
205 S. 5th St.
1000 ft²

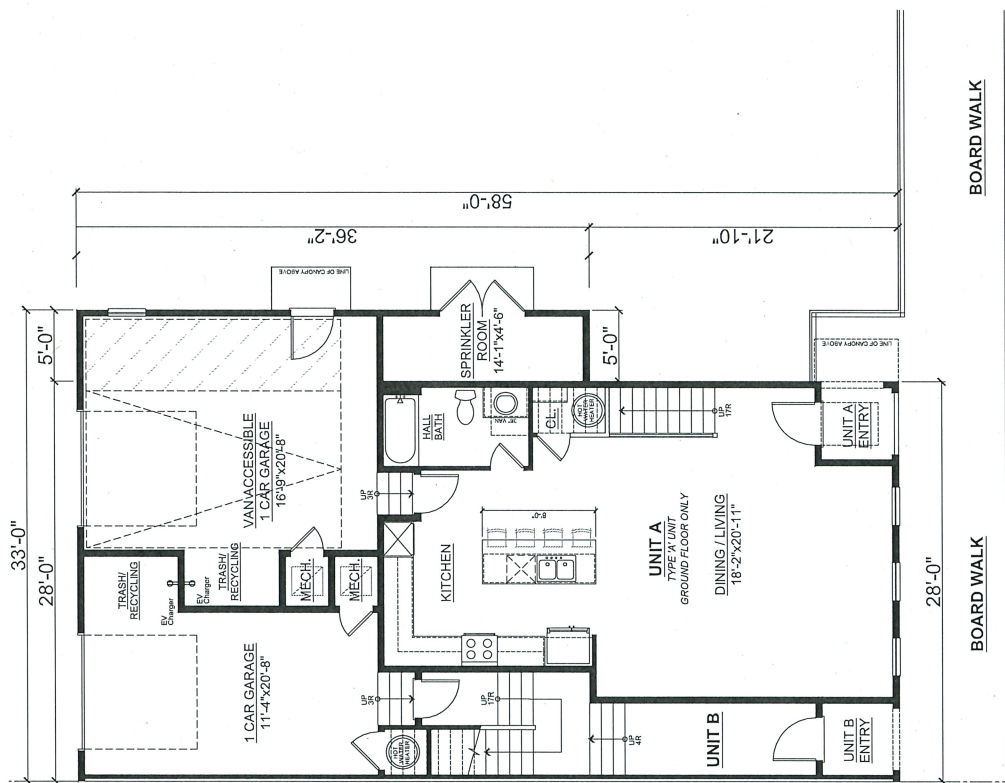


ASBURY PARK CONDOMINIUMS
ASBURY PARK, NJ # 20210203.00

SCHEMATIC DESIGN
FEBRUARY 03, 2022

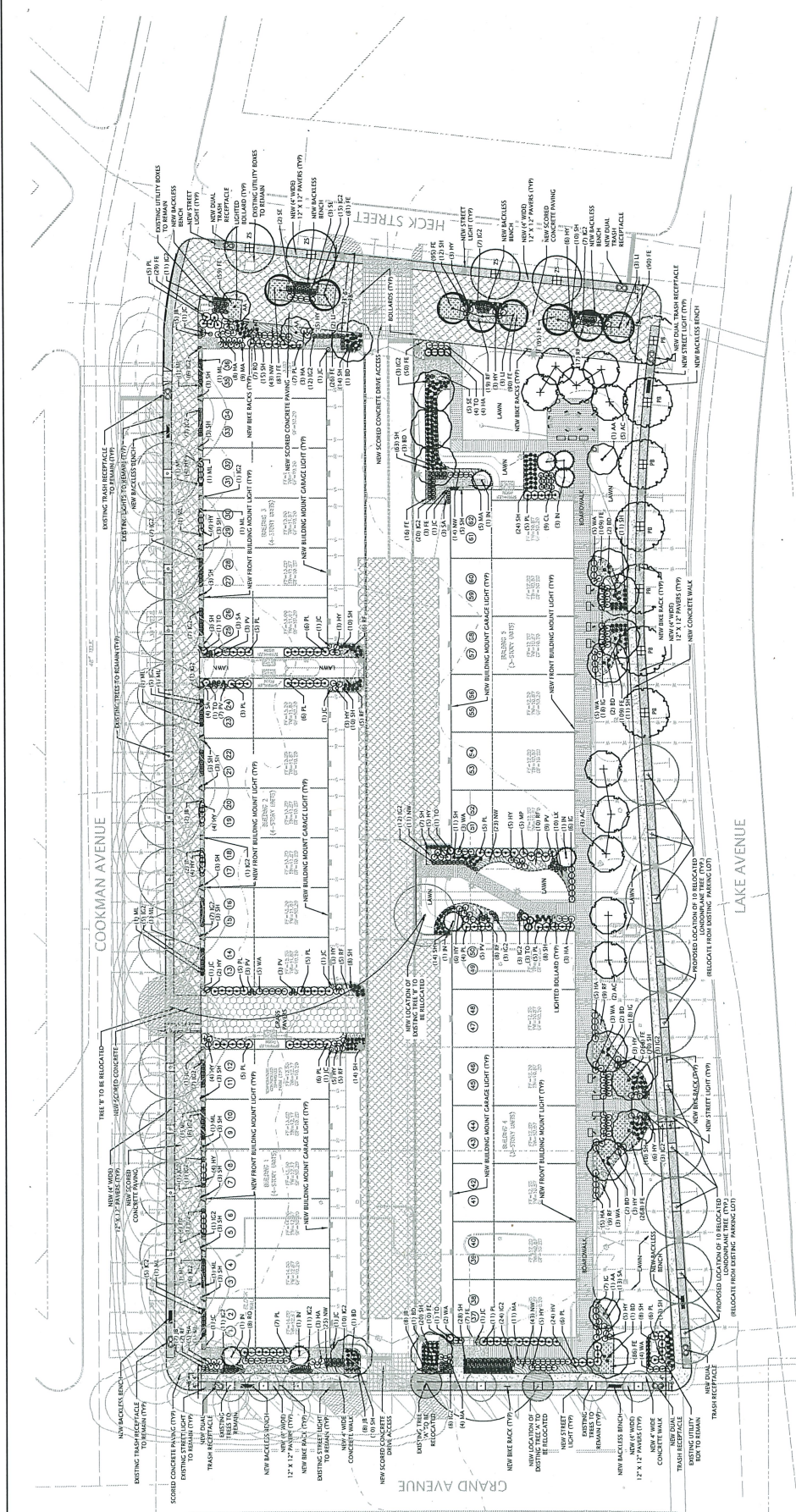
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3-STORY (BACK TO BACK) - 7 MODULE
FRONT ELEVATION - LAKE AVE.



PRELIMINARY AND FINAL MAJOR SITE PLAN
ASBURY PARK WATERFRONT DEVELOPMENT
LANDSCAPE PLAN
BLOCK 3101, LOT 1, 407 LAKE AVENUE
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY
DATE: 08/15/2022
BY: [Signature]
CHECKED: [Signature]
SCALE: 1" = 20' - 0"

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
ESE CONSULTANTS
100 WEST BROAD STREET, SUITE 200 • FREEHOLD, NJ 07728
NEW JERSEY CERTIFICATE OF AUTHORIZATION NO. 24A03788000
DATE: 08-15-2022
PROJECT: ASBURY PARK WATERFRONT DEVELOPMENT
BLOCK 3101, LOT 1, 407 LAKE AVENUE



PLANT SCHEDULE			
NO.	SYMBOL	COMMON NAME	HEIGHT
1	[Symbol]	SPRING GLOVE CANADIAN SERVICEBERRY	2-3' CAL.
2	[Symbol]	DURA HEAT RIVER BIRCH	8-10' MIN. HT.
3	[Symbol]	NELLY R. STEVENS HOLLY	8-10' MIN. HT.
4	[Symbol]	MUSKOGEE CHERRY MYRTLE	8-10' MIN. HT.
5	[Symbol]	BLOODGOOD LONDON PLANE TREE	2-3' CAL.
6	[Symbol]	BLACK ACERBENT	6-7' HT.
7	[Symbol]	GREEN VASE SAWLEAF ELMOVA	8-10' MIN. HT.
8	[Symbol]	HYDRANGEA ARBORESCENS 'ANNABELLE'	2-3' CAL.
9	[Symbol]	HYDRANGEA MACROPHYLLA 'NAGRA' TM	2-3' CAL.
10	[Symbol]	SHAMROCK INHERENT HOLLY	2-3' CAL.
11	[Symbol]	GLIM GUMMI 'SHAMROCK'	2-3' CAL.
12	[Symbol]	JUMPING HORSEMAN 'OLD CONE'	4' HT.
13	[Symbol]	JUMPING HORSEMAN 'OLD CONE'	4' HT.
14	[Symbol]	BARBERRY CREeping JASMINE	10' MIN. HT.
15	[Symbol]	BOBBE NORTHERN BAYBERRY	4' MIN. HT.
16	[Symbol]	OTTO LYNNEN ENGLISH LAUREL	2-3' CAL.
17	[Symbol]	PRUNUS LAROCCEANUS 'OTTO LYNNEN'	2-3' CAL.
18	[Symbol]	ROSA 'NADINE'	2-3' CAL.
19	[Symbol]	WINE & ROSES VEGELA	2-3' CAL.
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100	[Symbol]	WINE & ROSES VEGELA	2-3' CAL.

Exhibit B

Subsequent Redeveloper Agreement



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-313

Adopting the Monmouth County Home Consortium Fiscal Year 2022 Annual Action Plan for Housing and Community Development Block Grant (CDBG) Program



RESOLUTION NO. 2022-313

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

RESOLUTION ADOPTING THE MONMOUTH COUNTY HOME CONSORTIUM FISCAL YEAR 2022 ANNUAL ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, the submission of the City's Fiscal Year 2022 Annual Action Plan for Housing and Community Development Block Grant 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 Community Development staff, in conjunction with the staff from the other participating cities; Asbury Park, Long Branch and Middletown Township, has prepared its FY-2022 Annual Action Plans in accordance with Federal Regulations and will collectively submit those plans including Asbury Park's, to the U.S. Department of Housing and Urban Development (HUD) on or before July 1, 2022. The Annual Action Plan is a planning document and management tool that will assist the City in addressing their housing and community development needs; 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 via zoom on June 2nd 2022 in order to provide citizens, public agencies, and other interested parties an opportunity to provide comments and suggestions on the FY-2022 Annual Action Plan; and

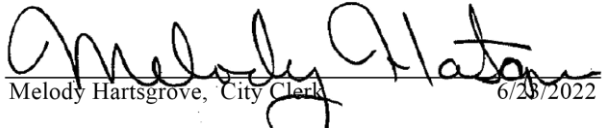
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Governing body that the City's FY-2022 Annual Action Plan for Housing and Community Development Block Grant Programs be and the same is hereby approved and authorized; and

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, MELODY HARTSGROVE, 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. 2022-313 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The program year 2022 Annual Action Plan represents the third year of the City of Asbury Park's Consolidated Plan for the program years 2020-2024 as approved by the City Council and accepted by the U.S. Department of Housing and Urban Development. The Five-Year Consolidated Plan defines goals, objectives and performance measures for the City's housing, infrastructure, and public service programs. The Annual Action Plan serves as the City of Asbury Park's application for the HUD Community Development Block Grant (CDBG) Entitlement Program and identifies the proposed project or projects to be funded during the City's 2022 program year. The city estimates an allocation of \$405,475 in FY2022 Community Development Block Grant Funds (in line with the FY2021 allocation). Specific project allocations will be updated accordingly once final grant amounts are released.

The Community Development Block Grant Program seeks to effectively develop and maintain viable urban communities. Despite continued revitalization, many Asbury Park households experience lower income housing and employment characteristics indicating the need for continued support and more focused services.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The primary emphasis of the goals established within the F2022 Annual Action Plan is the continuance of maintaining and improving the quality of life of Asbury Park's LMI residents. The projects selected for CDBG funding in this Action Plan will be managed efficiently and in compliance with program requirements.

Based on data from both quantitative and qualitative analysis the Asbury Park has identified the following priority needs to address and corresponding projects:

1. Improve and expand housing opportunities for low/moderate income households: Assist income qualified homebuyers with down payment assistance and the Home Rehabilitation program.
2. Improve, maintain and expand municipal infrastructure: complete road improvements on Main Street.

3. Support addition and expansion of public services Collaboration with Community Affairs Resource Center to manage the Homeless Prevention Program.
4. Support improvements to parks nonprofit facilities: Additional funds allocated towards the reconstruction of a city water park and security and accessibility upgrades to Mercy Center.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City is responsible for ensuring compliance with all rules and regulations associated with the CDBG entitlement grant program. The City's Annual Action Plans and Consolidated Annual Performance and Evaluation Reports (CAPER) have provided details about the goals projects and programs completed by the City. Recent Accomplishments include:

- Funding of Community Events: Back to School Block Party, Black History Month Celebration, Easter Giveaways, etc.
- Purchase of security cameras to improve safety in the southwest quadrant of the city
- Purchase of fire equipment
- Upgrades to local roads and sidewalks in LMI areas
- Improvements to the Asbury Park Library and the Community Affairs Resource Center
- Approximately 35 residents in FY2021 were assisted through the homeless prevention/utility payment services
- 23 small businesses were assisted with Covid-19 related expenses through CARES act expenditures
- Additionally, the City utilized CARES act funds to purchase PPE for first responders and city residents.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Asbury Park Community Development Block Grant applications are presented at a public hearing.

The FY2022 Annual Plan was presented at a public hearing and available for the public to review during a 30-day comment period which was between May 20th through June 18, 2022

The plan was approved before submission by the City Council on June 22, 2022

All public comments (if any) are included within the plan submission.

5. Summary of public comments

Annual Action Plan
2022

2

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

There were no comments during the public comment period from May 20th through June 18th 2022.

6. Summary of comments or views not accepted and the reasons for not accepting them

There were no comments received during the public comment period from May 20th through June 18th 2022.

7. Summary

There were no minutes of the public hearing or written comments, to be included in the final plan.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	ASBURY PARK	Community Development

Table 1 – Responsible Agencies

Narrative

The City of Asbury Park is the Lead and Responsible agency for for the United States Department of Housing and Urban Development's (HUD) entitlement programs in Asbury Park. The City is also a participant in the Monmouth County HOME consortium.

Consolidated Plan Public Contact Information

Cassandra Dickerson

Director of Community Development

Office of the City Manager & Mayor

City of Asbury Park

1 Municipal Plaza

Asbury Park, NJ 07712

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The Development of the FY2022 Annual Action Plan was completed through a shared services agreement between the Asbury Park Office of Community Development and the Monmouth County Office of Community Development. The City's Community Development office is the primary city agency responsible for administering programs and projects specified within the plan. The Action Plan is a one-year plan which describes the eligible programs, projects, and activities to be undertaken with funds expected during FY 2022-23 and their relationship to the priority housing, homeless and community development needs outlined in the 2020-24 Consolidated Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Monmouth County is the lead entity and Asbury Park is responsible for administering programs covered by this plan, and continues its relationships for on-going consultations.

The Department of Community Development continues to use mechanisms for ongoing citizen involvement to foster and enhance citizen participation. The City used both formal and informal input methods to develop this plan. There was a public hearing on June 2nd to provide information to the community about the City's priorities and to receive input on the community's requests for service and activities.

The City continues to strengthen its relationships with local nonprofits. The Community Affairs Resource Center (CARC) acts as the Latino Liaison for its help with the Spanish community and the Good News Foundation acts as liaison with the Haitian Community.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Monmouth County Office of Community Development and several Nonprofits located in Asbury Park are active participants in the Monmouth County Homeless Services Executive committee; a consortium of providers that provide homeless assistance throughout Monmouth

County. The County Homeless System Collaborative serves as the Continuum of Care for the entire county. Annual point in time counts are conducted in the area. Two transitional housing operating in Asbury Park that were included in the FY2022 Count (Covenant House & Canright house) had all beds occupied on the night of the count.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction’s area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City is not an ESG entitlement jurisdiction and therefore does not receive directly receive ESG funds. Local nonprofits submit applications for Monmouth County annual funding allocations.

2. Agencies, groups, organizations and others who participated in the process and consultations. Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	ASBURY PARK
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Consolidated plan and Annual Action Plan were presented to the Mayor and Council for their review and approval.
2	Agency/Group/Organization	INTERFAITH NEIGHBORS
	Agency/Group/Organization Type	Nonprofit Neighborhood Organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Interfaith Neighbors has worked closely with the City on many housing and developmental projects, and has been a subrecipient of the Community Development Block Grant program. Those projects included: job training and capital improvements. The City will continue to work closely with Interfaith Neighbors in order to assist residents with housing needs to ensure a healthy and safe environment.
3	Agency/Group/Organization	Community Affairs & Resource Center, Inc.
	Agency/Group/Organization Type	Nonprofit Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Affairs Resource Center (CARC) is also another organization that works closely with the City. CARC has partnered with the City to provide Spanish Translation and provide a shared service with the City to ensure that they are Lead Based Paint compliant. CARC is also a subrecipient of the Community Development Block Grant program. Those projects have included: Capital Improvements. The City will continue to partner with CARC in support of their many programs and to ensure a healthy and safe environment in the community. Currently CARC is managing the city's homeless prevention program through a shared services agreement.
4	Agency/Group/Organization	Coastal Habitat for Humanity
	Agency/Group/Organization Type	Nonprofit Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Through a shared services Agreement Asbury Park has partnered with Coastal Habitat for Humanity to manage the home repair program.
5	Agency/Group/Organization	MONMOUTH COUNTY
	Agency/Group/Organization Type	Other government - County Non profit

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Monmouth County Department of Community Development has an agreement to provide a shared service with the City in order to help assist with the planning and implementation of the CDBG projects. Continuing the shared service agreement, will ensure the City's success in carrying out the Community Development Block Grant program.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Monmouth County Homeless Collaborative	Identifies efficient use of resources to end homelessness in Monmouth County.

Table 3 - Other local / regional / federal planning efforts

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The City of Asbury Park is committed to increasing awareness and involvement in the preparation and implementation of the CDBG Program. Through the citizen participation process, the grantee has become more aware and sensitive to low-and moderate-income citizen's needs. It also provides the City an opportunity to better inform the public of the purpose of the CDBG grant and the funding allocation process and ensure that selected projects are meeting the needs of the community.

City staff and the CDBG Committee assisted in the selection of the 2022 CDBG projects. Citizens were invited to the public hearing to keep the process open. A notice was placed in the newspaper and the City's website to inform citizens of the opportunity to provide input.

The City opted to have a Public Hearing via Zoom due to Covid-19. In addition, it was anticipated that public participation may increase with a zoom meeting instead of in person due to the lack of attendance in the past.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish and French Non-targeted/broad community Residents of Public and Assisted Housing	Public Hearing Notice on City's Website and in the Asbury Park Press. Public Hearing was held on Thursday, June 2, 2022 via Zoom through telephone and or computer. No one in attendance.	No comments received during the public comment period.	No comments received.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

the City of Asbury Park prioritizes its efforts and resources to help achieve the shared goals of HUD and the community: to provide decent housing, a suitable living environment and expanded economic opportunity. The Annual Action Plan reflects the coordinated efforts of the citizens, stakeholders, partner agencies and City to achieve the goals in the Consolidated Plan.

The following table outlines the expected estimated resources from the HUD Community Development Block Grant (CDBG) program the Town of Hilton Head Island expects having available during the 2022 program year covered by this Annual Action Plan. The annual allocation column reflects an estimated 2022 funding amount level with the 2021 or \$417,051 funding and will be updated when final 2022 allocations are announced by HUD.

Proposed activities are listed in section AP-35 - Projects segment. The City has a contingency plan in place in case of any changes in grant

allocation. Any increase or decrease in funds will be proportionally applied to all funded projects.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	41,701	0	0	41,701	957,874	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

It is anticipated the federal funding listed above will be received annually to support activities outlined in the Annual Action Plan and Consolidated Plan. While the CDBG program does not require leveraging, other funding resources to the City of Asbury Park may be used in combination with these funds to complete the proposed projects. Leveraging is a way to increase project efficiencies which often come with combining sources of funding. Funds may be considered leveraged if financial commitments to the cost of a project from a source other than Community Development Block Grant funds are documented. City staff may identify and explore additional leveraging opportunities such as other federal, state, and local resources.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Asbury Park's Recreation Department utilizes the public parks and beach areas for summertime recreation programs for the City residents, expanding public services to residents. Additionally, the City allows local groups use of the Springwood Avenue Park facility for recreational and cultural activities. The City's Senior Center serves as a meeting, recreation and food distribution location for Asbury Park Seniors. Additional City facilities that work towards addressing the priority needs identified within the Consolidated Plan include the public library, 7 public schools, 9 social and community agencies, Visiting Nurses Association, 44 churches and the NJ Transit rail station.

Discussion

The City of Asbury Park, coordinating with Monmouth County and local nonprofits will continue to use Federal entitlement funds for the benefit of all citizens. City staff will continue to evaluate projects and expenditures to determine that grant allocations are spent in the most productive matter and correspondingly the largest number of residents (especially low/moderate households) can be assisted.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Local Infrastructure Improvements	2020	2024	Non-Housing Community Development	Southwest Quadrant	Public Infrastructure Improvements	CDBG: \$33,599	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 1150 Households Assisted
2	Public facility improvements	2020	2024	Non-Housing Community Development	CITY WIDE	Public Facility Improvements	CDBG: \$216,604	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 1800 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Expand Affordable Housing Availability	2020	2024	Affordable Housing Non-Homeless Special Needs	CITY WIDE	Affordable housing Homeless Prevention.	CDBG: \$142,463	Homeowner Housing Rehabilitated: 12 Household Housing Unit Direct Financial Assistance to Homebuyers: 3 Households Assisted Homelessness Prevention: 35 Persons Assisted
4	Public Service Assistance	2020	2024	Affordable Housing Non-Housing Community Development	CITY WIDE	Sustainability	CDBG: \$24,385	Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 1500 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Local Infrastructure Improvements
	Goal Description	With proposed FY2022 funding the City has proposed obligating additional CDBG funds towards a road improvement project on the 700 block of Main Street Estimated administrative costs are included within the proposed goals allocation

2	Goal Name	Public facility improvements
	Goal Description	Asbury Park proposes allocating FY2022 funds to • Additional funding to the Water Spray Park rehabilitation (funded as part of the FY2021 Annual Action Plan) • Security System and ADA ramp installation at Mercy Center Estimated administrative costs are included within the proposed goals allocation
3	Goal Name	Expand Affordable Housing Availability
	Goal Description	Asbury Park will allocate FY2022 funds towards homebuyers assistance and homeless prevention programs and homeowner rehabilitation programs Estimated administrative costs are included within the goals allocation. The Homeless Prevention Program is managed by Community Affairs Resource Center The Rehabilitation Program is managed by Coastal Habitat for Humanity.
4	Goal Name	Public Service Assistance
	Goal Description	Asbury Park holds annual community events every year to educate local residents on available services, celebrate cultural and holiday events, and kick off specialty seasons. Estimated administrative costs are included within the goals allocation.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The City made its funding allocation decisions based on public input received during the Annual Action Plan process and applications received during the RFP period. Funding is awarded based on eligible activities and priorities identified in the public input process. All of the proposed projects are in response to an identified need in the Consolidated Plan. Consideration has also been given to program delivery and staffing requirements to successfully operate the grant activities, as well as program regulations of the Community Development Block Grant programs.

Asbury Park will use CDBG funds to provide assistance to one public infrastructure project, two public facilities projects, three projects to expand availability of affordable housing, and one public service assistance project.

#	Project Name
1	FY2022 Homeless Prevention
2	FY2022 Community Events
3	FY2022 Road Improvements
4	FY2022 Water Spray Park
5	FY2022 Mercy Center Rehabilitation
6	FY2022 Home Rehabilitation Program
7	FY2022 Homebuyers Assistance
8	FY2022 CDBG Administration

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities are based on the needs and goals established in the 5 year Consolidated Plan. Additionally, the public comment period helps direct program specific funding. The Asbury Park is working to address housing and quality of life issues in neighborhoods, particularly low-income areas of the City and neighborhoods with action plans or neighborhood plans. Resources are targeted to these areas first. Limited financial resources continues to be the main challenge in meeting the underserved needs of low-and moderate-income persons. The City will continue its commitment to fund public service agencies and facilities that address the special needs of the underserved through the use of CDBG funds.

AP-38 Project Summary
Project Summary Information

Annual Action Plan
2022

1	Project Name	FY2022 Homeless Prevention
	Target Area	CITY WIDE
	Goals Supported	Expand Affordable Housing Availability
	Needs Addressed	Affordable housing Homeless Prevention. Sustainability
	Funding	CDBG: \$13,000
	Description	One time utility payments and or Relocation for income qualified Asbury Park Residents. The city has partnered with Community Affairs and Resource Center to manage this program.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	This program is estimated to assist approximately 35-45 low-income households.
	Location Description	All Asbury Park Residences.
	Planned Activities	This program provides one time grants to income eligible households to cover past due utility payments e.g. gas, water, electricity, etc. and relocation for tenants affected due to code violation(s).
2	Project Name	FY2022 Community Events
	Target Area	CITY WIDE
	Goals Supported	Public Service Assistance
	Needs Addressed	Sustainability
	Funding	CDBG: \$20,000
	Description	The city hosts annual events for local residents. Proposed FY2022 events include National Night Out, Easter, Black History Month Celebration, Movies in the Park, Springwood Avenue Tree Lighting, Resource Fair, food drive and the Back to School Block Party.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 600 very/low-low/moderate income residents attend these annual community events. In total the events attract from 2000-5000 residents.

	Location Description	Asbury Park Municipal Plaza, Springwood Park, Hammary Basketball Courts and the Senior Center
	Planned Activities	Planned activities include a Black History Month Celebration, National Night Out, Back to School Block Party, Movies in the Park, Springwood Avenue Tree Lighting, Resource Fair, Easter and a food drive. During several of these events, there are vendors providing information on various local topics and services benefitting residents: job training and health screening opportunities, homebuyer's assistance, rental assistance information, home repairs, educational information provided by local community agencies, and assistance with utility services from local agencies (NJ Natural Gas Company, Jersey Central Power and Light Company, NJ Water Company).
3	Project Name	FY2022 Road Improvements
	Target Area	Southwest Quadrant
	Goals Supported	Local Infrastructure Improvements
	Needs Addressed	Public Infrastructure Improvements
	Funding	CDBG: \$28,000
	Description	Improvements to a street (700 block of Main Street) located in the south west quarter of the city.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	This project directly benefits approximately 1,250 households in the surrounding area of this infrastructure improvement; approximately 1,150 are low/moderate income households
	Location Description	709 Main Street, Asbury Park
	Planned Activities	Improvement to a portion of Main Street located in a commercial corridor in the Southwest quadrant of the city.
4	Project Name	FY2022 Water Spray Park
	Target Area	Southwest Quadrant
	Goals Supported	Public facility improvements
	Needs Addressed	Public Facility Improvements
	Funding	CDBG: \$110,000

	Description	The Asbury Park Water Spray Park will provide a family friendly play area that will provide safe entertainment for residents. \$143,000 in FY2021 funds were allocated to this project. The remaining funds will come from FY2022 funding to account for potential price increases due to supply shortages linked to the Covid-19 pandemic.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	During the course of the season it is expected to provide benefit to approximately 2,000 households in the southwest quadrant.
	Location Description	311 Atkins Avenue
	Planned Activities	Rehabilitation of a Water Spray Park located in the South west quadrant of Asbury Park. This project was originally funded with FY2021 funding. However due to the Covid-19 Pandemic supply costs significant increased for this project. The City has requested to allocated additional CDBG funds from the FY2022 allocation to this project.
5	Project Name	FY2022 Mercy Center Rehabilitation
	Target Area	CITY WIDE
	Goals Supported	Public facility improvements
	Needs Addressed	Public Facility Improvements
	Funding	CDBG: \$67,651
	Description	Mercy Center provides services, programs and education in a culturally sensitive manner to empower people in the greater Asbury Park area to reach their full potential by providing immediate and comprehensive services and programs to help stabilize their lives, enrich the lives of those they serve by offering opportunities to develop skills to maintain emotional, economic and physical well-being; and educating children to break generational poverty. FY2022 funds have been allocated to this facility to install a security system and increase ADA access to this public facility.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	The city estimates the improvement to this public facility will benefit around 1,000 residents 800 which are projected to be low/moderate income.
	Location Description	1106 Main Street Asbury Park

	Planned Activities	Installation of an ADA accessible ramp and a security system to the facility.
6	Project Name	FY2022 Home Rehabilitation Program
	Target Area	CITY WIDE
	Goals Supported	Expand Affordable Housing Availability
	Needs Addressed	Affordable housing
	Funding	CDBG: \$81,850
	Description	The city has partnered with Coastal Habitat for Humanity to manage this program. Income qualified homeowners will be eligible for repairs to owner occupied housing helping to maintain housing affordability within the city.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Through a shared services agreement with Coastal Habitat of Humanity the city estimates completing renovations on 12 homes of income qualified residents of Asbury Park.
	Location Description	Throughout Asbury Park
	Planned Activities	Providing rehabilitation services to income qualified homeowners to ensure the safety and habitability of the residence.
7	Project Name	FY2022 Homebuyers Assistance
	Target Area	CITY WIDE
	Goals Supported	Expand Affordable Housing Availability
	Needs Addressed	Affordable housing
	Funding	CDBG: \$10,000
	Description	Assistance to help income qualified residents purchase a home in Asbury Park.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	The city homebuyer assistance program provides will provide assistance to approximately 3 income qualified households become homeowners.
	Location Description	Throughout Asbury Park.

	Planned Activities	Down payment assistance for income qualified homebuyers in Asbury Park.
8	Project Name	FY2022 CDBG Administration
	Target Area	CITY WIDE
	Goals Supported	Local Infrastructure Improvements Public facility improvements Public Service Assistance Expand Affordable Housing Availability
	Needs Addressed	Public Facility Improvements Affordable housing Homeless Prevention.
	Funding	CDBG: \$74,974
	Description	Oversight and coordination of activities comprising the Community Development Block Grant Program in both the Asbury Park and Monmouth County offices. Proportional administrative costs are included are included within the funding allocation for each Annual Goal.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	An estimate of 5,000 very low, low-moderate income people could benefit from the CDBG program.
	Location Description	city wide
	Planned Activities	To oversee and coordinate the CDBG Program.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

In accordance with the CDBG criteria, the City continues to target the southwest quadrant (Census tracts 8072 and 8073) as the point of focus for revitalization and service activities as a priority area, as well as a citywide geographic focus. The Southwest Quadrant is home to 5,295 residents; 4,225 which are considered low/moderate income.

Most of the City's programs funded through CDBG are available city wide to low-mod income individuals or households but extra effort is made to market programs and services to these specific neighborhoods.

Geographic Distribution

Target Area	Percentage of Funds
CITY WIDE	35
Southwest Quadrant	65

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The neighborhoods in the southwest quadrant reflect these general characteristics data from the Five year 2020 ACS data profile

- Highest Concentration of Labor Force Unemployed: 13.2%
- Most Densely Populated, Greatest incidences of overcrowding
- Largest Average Household Size 3.1 person/household
- Lowest Median Income Census Tract 8072: \$28,0836, Census Tract Tract 8073: \$46,086
- Highest Concentration of Poverty Populations 27.06% of the population of the two census tracts is estimated to have incomes below the poverty level
- Aged & Dilapidated Housing Stock: 44.6% of housing units constructed prior to 1939
- Lack of updated Active-Playing Field Areas for Recreation

These characteristics constitute the basis for a continued allocation of investments in the southwest

quadrant of the City. This area consistently over the years has been determined to have the greatest.

Discussion

Most of the City's programs funded through CDBG grant allocations are available city wide to low-mod income individuals or households but extra effort is made to market programs and services to the southwest quadrant neighborhoods.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Asbury Park faces numerous obstacles to meeting underserved needs and provision of affordable housing. These include but are not limited to the limited financial resources of low-income persons and the ability for the City itself to create more affordable housing opportunities. This is the core obstacle to meeting all underserved needs. Since 2015 several projects funded with Monmouth County HOME funds have added to the affordable housing supply:

- Parkview Phases 1, 2, &3
- Covenant House Rights of Passage Phases 1 & 2
- Interfaith Neighbors has constructed 5 single-family homes for income qualified homeowners
- Coastal Habitat for Humanity has constructed one single-family home for an income qualified homeowner.
- Construction of Renaissance Village

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Escalating housing costs and property values are major deterrents to the development of affordable housing. The City will continue streamlining the city's permit process, making city owned land available at nominal cost for non-profit developers, and ensuring the commitment of the Governing body and Administration to assist low-income residents, the unemployed, the unskilled labor force and small businesses will greatly assist in positioning these sub-populations to benefit from the development opportunities undertaken in the City.

Discussion

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This section describes any actions to be undertaken by Asbury Park that will further the goals of the Consolidated Plan.

Actions planned to address obstacles to meeting underserved needs

Along with the programs that the Department of Community Development will carry out to address the needs of the underserved, other community agencies will address those issues as well.

The Community Affairs Resource Center (CARC) provides services to economically disadvantaged individuals and families throughout with the goal of revitalizing the communities served. CARC is one of the very few service providers that can effectively provide bilingual/bicultural diversity in its services. CARC continues to provide to an increasing number of clients services for advocacy, case management, protective services, domestic violence, information and referrals, translation and interpretations, immigration consultations, assistance with required documentation for filing tenant/landlord disputes, child support, divorce and other legal matters, income tax preparation, soliciting Individual Tax Identification Numbers (ITIN), notary public, career assessment, job readiness and employment placement, NJ Family Care applications, Food Stamp (SNAP) and NJ Shares Energy Assistance applications. Facility rehabilitation funded through CDBG will continue to allow the facility to provide the above services to the community while being a safe center and meeting Code Enforcement standards.

The City's Homelessness Prevention program is designed to prevent individuals/families from being homeless by providing utility assistance when services are facing termination; Home Emergency Loan Program is designed to assist the homeowner with emergent home repairs based on their inability to afford such costs; Relocation is provided to individuals faced with homelessness as a result of a code enforcement violation. In the event that the owner is unable to find housing for the tenants, the City will provide assistance until the code violation is abated.

For over seventy-five years the Boys & Girls Clubs of Monmouth have been providing a safe and fun environment for the most vulnerable children in the community. The aging structure is causing the needs of the community to diminish due to the necessary repairs that are needed. The City will fund the rehabilitation of the building in order for the club to continue its dedication for the community.

The Department of Social Services will continue to operate the Senior Center in order to provide the Senior Citizen population with resources and activities needed.

The Asbury Park Police Department will continue to assist the Monmouth County Special Needs Registry by providing awareness to those with physical and mental impairment that substantially limits one or

more major life activities due to a physical and or intellectual disability. The goal is to ensure all Monmouth County residents who may be in need of special assistance are able to get the help and support they need in a time of emergency or during interaction with Law Enforcement, Fire or EMS personnel.

Actions planned to foster and maintain affordable housing

The City of Asbury Park has partnered with Costal Habitat of Humanity to manage the Housing Rehabilitation program. This program provides financial assistance to income qualified homeowners to make needed improvements to owner occupied nits. This program provides limited financial assistance for emergency repairs, code compliancy and accessibility modifications to eligible income qualified homeowners including the elderly and the disabled. This program is open to owner-occupied dwelling units only. Minor repairs are intended to prevent further deterioration of a structure or system which if not corrected could eventually lead to more extensive and/or major repair work. Barrier free modifications allow persons with disability to function more independently.

The City of Asbury Park adopted inclusionary affordable housing ordinances for all commercial/mixed use zones in the City and along Deal Lake Drive. Most zones require 20% affordable housing in exchange for added height and density. The City also is inclined to grant PILOTS for affordable housing. This is another measure being taken to foster affordable housing.

Actions planned to reduce lead-based paint hazards

The City will continue its efforts to reduce lead-based paint hazards by focusing on educating the residents. We will continue to distribute informational lead-based paint brochures to any person or family receiving weatherization or other assistance from the City. Lead based paint hazard information will continue to be available at Municipal events, in the City's Department of Community Development and the Code Enforcement Department. In addition, the Code Enforcement inspectors will provide brochures during inspections upon their discretion.

The City will continue to identify its stock of lead-free housing to which families may be relocated while their own homes undergo lead abatement, temporary relocation housing for families with lead-poisoned children, and work with agencies to provide financial assistance for remediation in affordable housing units.

Actions planned to reduce the number of poverty-level families

The following actions are planned to reduce the number of poverty level families in the City:

- Continue CDBG activities that benefit very low-income residents to include the Utility Assistance Program.
- Interfaith Neighbors and Community Affairs Resource Center to provide job training and

referrals for employment.

- The City will continue to require major Developers to hire local qualified residents. This policy is designed to provide employment opportunities to local residents
- Continue to make referrals to other local non-profit agencies for assistance
- Make information about the CDBG program available during all City events
- Continue to send out a weekly e-mail blast about current positions. The City's website also has listings of employment opportunities.

Actions planned to develop institutional structure

Asbury Park's Department of Community Development continues to collaborate with the Planning Department and other municipal departments to ensure a coordinated approach to the delivery of services that assist low-and moderate-income areas throughout the City. The utilization of these departments and other community organizations, will assist the department in addressing its community development, housing, homeless and special needs objectives.

* City Staff will continue to provide and develop expertise to address and where possible, change conflicting rules, regulations and time frames inherent in complex institutional structures.

* Re-evaluate existing programs and ensure they are appropriately scaled to meet the community's needs.

Actions planned to enhance coordination between public and private housing and social service agencies

Asbury Park will continue to enhance coordination with other critical public and private organizations, that will be critical partners to help realize the goals outlined in the Consolidated Plan. These actions include:

* Continue to foster its relationship with the Asbury Park Housing Authority

* Continue to connect public and private housing agencies with social service agencies in the community through both direct communications and publicly, through community events.

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out if applicable.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

Annual Action Plan
2022

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The primary goal of all expenditure of CDBG funds is for activities that will address and benefit persons of low and moderate income.

Annual Action Plan
2022

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Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 22, 2022
RESOLUTION SUMMARY

2022-314

Resolution to back bill sewer charges on various accounts that were not billed due to errors in NJ American Water's data files.



RESOLUTION NO. 2022-314

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

RESOLUTION TO BACK BILL SEWER CHARGES ON VARIOUS ACCOUNTS

WHEREAS, Pursuant to N.J.S.A 40A: 5-17 the governing body of a Municipality may adopt a resolution authorizing the tax collector to make adjustments to a property owners account, and;

WHEREAS, the Tax Collector has verified with the NJ American Water Company's billing records usage for various accounts; and

WHEREAS, the Tax Collector requests to bill open charges for various accounts that were not billed in error; and

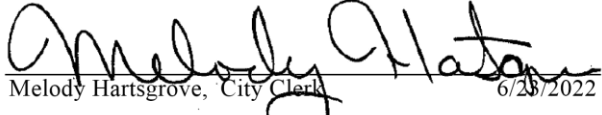
THEREFORE, LET IT BE RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to the following:

1. Bill demand charges in the amount of \$800.00 for 10 quarters, 2020 Q1 through 2022 Q2 onto account #10534758-0, 700 Mattison Avenue, assessed to Mattison Condo Assoc % JMJ Services and make due on May 1, 2023.
2. Bill open charges in the amount of \$8.30 for 2,000 gallons for 2020 Q1 through 2022 Q2 onto account #21000267-0, 700 Mattison Ave Unit 102, assessed to John Mattison LLC and make due on May 1, 2023.
3. Bill open charges in the amount of \$41.50 for 10,000 gallons for 2020 Q1 through 2022 Q2 onto account #21000268-0, 700 Mattison Ave Unit 201, assessed to Benaroch, Jacques & Lisa and make due on May 1, 2023.
4. Bill open charges in the amount of \$186.75 for 45,000 gallons for 2020 Q1 through 2022 Q2 onto account #21000269-0, 700 Mattison Ave Unit 202, assessed to Lang, Cecilia and make due on May 1, 2023.
5. Bill open charges in the amount of \$190.90 for 46,000 gallons for 2020 Q1 through 2022 Q2 onto account #21000270-0, 700 Mattison Ave Unit 301, assessed to Bassi, Alexander R Jr and make due on May 1, 2023.

6. Bill open charges in the amount of \$153.55 for 37,000 gallons for 2020 Q1 through 2022 Q2 onto account #21000271-0, 700 Mattison Ave Unit 302, assessed to Porpora, Julia and make due on May 1, 2023.
7. Bill open charges in the amount of \$49.80 for 12,000 gallons for 2020 Q1 through 2022 Q2 onto account #21000272-0, 700 Mattison Ave Unit 401, assessed to Lenge, Vito S & Robin L and make due on May 1, 2023.

I, MELODY HARTSGROVE, 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. 2022-314 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

CERTIFIED BY ME THIS 23rd DAY OF June, 2022.


Melody Hartsgrove, City Clerk 6/23/2022

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2022-10**

**ORDINANCE OF THE CITY OF ASBURY PARK ESTABLISHING CERTAIN
PARKING REGULATIONS, AND AMENDING AND SUPPLEMENTING SECTION 7-
41.5, ENTITLED “RESIDENTIAL AND EMPLOYEE PERMIT SCHEDULES, FEES
AND REGULATIONS,” OF CHAPTER VII, “TRAFFIC,” OF THE “CODE OF THE
CITY OF ASBURY PARK,” REGARDING RESIDENTIAL PARKING PERMIT
ELIGIBILITY**

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

WHEREAS, the previous regulations as referenced above, which are codified in Chapter VII of the City Code, shall be collectively referenced herein as the “prior traffic regulations”; and

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

WHEREAS, the City’s Acting Director of Transportation has recommended that the prior traffic regulations be revised in certain limited respects; and

WHEREAS, it is the intention of the Mayor and Council to revise the prior traffic regulations as set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, as follows:

1. That the amended parking regulations set forth herein are hereby approved and adopted for use within the City of Asbury Park.

2. That Section 7-41.5, entitled “Residential and Employee Permit Schedules, Fees and Regulations,” of Chapter VII, “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in certain limited respects, as follows (additions are shown with underline, deletions are shown with ~~strikethrough~~):

§ 7-41.5. Residential and Employee Permit Schedules, Fees and Regulations.

c. Residential Parking Permit Regulations.

Residential parking permits shall be limited to residents in Zones 1, 2, 3, and 4, as defined in section 7-41.5 and residents of streets with free on street parking that are abutting two or more of the aforementioned zones, that meet the proof of residency requirements in section 7-41.5(d) and demonstrate lack of access to available off-street parking (garage, driveway, surface lot, or other off-street parking), subject to City verification through the City of Asbury Park Parking Office.

3. That all other provisions of Section 7-41.5 which are not referenced in Paragraph 2 of this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

4. That all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

5. 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.

6. An emergency is hereby declared so that the provisions of this Ordinance shall take effect immediately following its adoption, rather than twenty (20) days after its final passage, per N.J.S.A. 40:69A-181(b).

I, MELODY HARTSGROVE, 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. 2022-10 which was finally adopted by the City Council at a meeting held on the 22nd day of June, 2022

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, June 22, 2022
REGULAR MEETING

Executive Session - 4:00 p.m.

2022-285 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

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	
Melody Hartsgrove	City Clerk	Present	
Donna Vieiro	City Manager	Absent	
Frederick Raffetto	City Attorney	Present	

City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

2. Council member Chapman left the meeting at 6:30PM
3. Silent Prayer/Moment of Reflection
4. Salute to the Flag
5. Announcement - Open Public Meetings Act

PROCLAMATION

1. Declaring June 13th through June 16th as Duchenne Awareness Week
Proclamation Declaring June 13th through June 16th as Duchenne Awareness Week

2. Recognizing Owen Mumma-Berman
Proclamation Recognizing Owen Mumma-Berman.

SPECIAL EVENT APPLICATIONS:

Director of Recreation, Leesha Floyd presented Special Events applications to Mayor and Council.

Matters from City Council

Council member Chapman stated, this coming Monday June 27th kicks off the Music Mondays concert series in Springwood Park. Music starts at 6:00PM. We have Kuf Nutz & Christine, and we have Layonne Holmes and Motor City Revue for the first concert.

Council member Clayton stated, the Quality of Life Committee is doing a summer spruce up and on the weekend of July 9th at 6 locations throughout the city there will be dumpster available. It's an opportunity for things you want to throw away you can. There will be flyers available that will give you the specific locations. Again it's Saturday July 9th, if you have nay questions please call 732-710-6415 and we'll fill you in with the details. This Saturday there will be a food giveaway, 9:00AM to 12:00PM here at the front entrance of City Hall. Anybody who is unable to come to the city, if you call Cassandra Dickerson we can arrange for a delivery. It's a wonderful package of food, fresh fruit, fresh vegetables, and a whole chicken.

Council member Kendle had no matters at this time.

Deputy Mayor Quinn stated, thank you to Leesha Floyd, our recreation department, Eileen and Jesse. I know we've been talking for months about a swimming camp and I appreciate the fact that the recreation commission doing a swimming camp this summer at the Boys & Girls Club, doing a surf camp with Summertime Surf, and Lake House Music doing an instrument camp. I also want to thank all of those entities: Boys & Girls Club, Lake House, and Summertime Surf for doing it at a nominal fee or no fee for children of Asbury park to take part in those camps this summer. I'm very appreciative of that, thank you guys.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Donna Vieiro had no matters at this time.

Matters from City Attorney

City Attorney, Frederick Raffetto had no matters at this time.

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: Teresa Peterson made a comment about rent prices and eviction; Kyle Altino made a comment about residential parking permits; Ana Barnes made comments about Miss New Jersey and commitments to Monmouth County; Nancy Sabino made a comment about cable boxes on phone polls; Rita Marano made a comment about payment of bills, CDBG grants, and Toll Brothers developments; Louise Murray made a comment about payment of bills; Randy Thompson made a comment about P.O. Steven Love and the Asbury Park Police Department; Ellen Michaelson made a comment about the pool club site and fencing around the sunset avenue pavilion; Pam Lamberton made a comment about a city wide garage sale, the TRC ordinance, and zoom meetings; and Annette Harrell made a comment about a meeting with the city manager.

A motion to close the meeting to the public was made by Deputy Mayor Quinn and seconded by Council member Clayton All were in favor.

MINUTES

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

1. Municipal Council- Executive Meeting June 8, 2022 4:00 PM
2. Municipal Council - Regular Meeting - Jun 8, 2022 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

2022-286 Resolution Approving Special Event Applications

2022-287 Resolution Authorizing the Mayor & City Council to Execute a Discharge of Mortgage for Barbara Brown for Property located at 301 Atkins Avenue, Asbury Park

2022-288 Resolution Appointing Members to the City of Asbury Park Green Team

2022-289 Resolution Designating the Appointment of a Records Custodian in The City of Asbury Park Police Department for The Purposes of Open Public Records and Litigation Matters

2022-290 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Espinosa Inc. in the City of Asbury Park, County of Monmouth, New Jersey

- 2022-291 Resolution Approving 2022-2023 Alcoholic Beverage Control License for AP Restaurant II-d/b/a/ Watermark in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-292 Resolution Approving 2022-2023 Alcoholic Beverage Control License for ABG Liquor Holdings, LLC-d/b/a/ Asbury Festhalle & Biergarten in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-293 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Perez Roberto-d/b/a/ Super Extra Liquors in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-294 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Georg EE, Inc.-d/b/a/ Georgies in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-295 Resolution Approving 2022-2023 Alcoholic Beverage Control License for SRI Sarawati, Inc-d/b/a/ Mak on Main Liquors in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-296 Resolution Approving a Liquor License with Special Conditions for Johnny Mac House of Spirits, LLC d/b/a Johnny Mac's for the 2022-2023 Licensing Year
- 2022-297 Resolution Approving 2022-2023 Alcoholic Beverage Control License for 1211 Main Street, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-315 Resolution Approving 2022-2023 Alcoholic Beverage Control License for AP Restaurant V LLC, in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-316 Resolution Approving 2022-2023 Liquor License Renewal for 1303-33-013-001 Monmouth Lodge #122, IBPOE of WPride of Asbury Temple 64
- 2022-298 Resolution Approving 2022-2023 Alcoholic Beverage Control License for AP Restaurant 1 LLC-d/b/a/ Stella Marina in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-299 A Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC d/b/a Porta for the 2022-2023 Licensing Year
- 2022-300 Resolution Approving a Liquor License with Special Conditions for Bond Street Bar & Grill, LLC (d/b/a Bond Street Bar and Grill, Capitoline and Loteria) for the 2022-2023 Licensing Year
- 2022-301 Resolution Approving A Liquor License Renewal With Special Conditions For Steinbach Liquor License, LLC Trading As- Asbury Ale House/ Lola's Cafe/ The Bonney Read Relating To License Number 1303-33-017-012, For The 2022-2023 Licensing Term.

INDIVIDUAL RESOLUTIONS

2022-302 Resolution Approving Payment of Bills

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

2022-303 Resolution Authorizing Contract Negotiations for School Bus Transportation Services for the 2022 Recreation Program

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

2022-304 Resolution Authorizing a Contract to Seman-Tov Bus Company for School Bus Transportation Services for the 2022 Recreation Program

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

2022-305 Resolution Awarding of a Contract to Lynx Waste & Recycling Solutions for Emergency Demolition of 1117 Sunset Avenue

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

2022-306 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 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Clean Communities Grant

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

2022-307 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 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Click It or Ticket Grant

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

2022-308 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 2022 Budget of the City of
Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Affordable Housing Alliance
Inc. Summer Basketball League Grant

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

2022-309 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 2022 Budget of the City of
Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Affordable Housing Alliance
Inc. Educational and Recreational Enrichment Grant

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

2022-310 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 2022 Budget of the City of
Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Recycling Tonnage Grant

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

2022-311 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 2022 Budget of the City of
Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Community Energy Plan
Grant

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

2022-312 Resolution of The Mayor and City Council of The City Of Asbury Park Authorizing The
City of Asbury Park To Enter Into A Subsequent Developer Agreement With Asbury
Partners, LLC And Toll Bros. Asbury Park Urban Renewal, LLC For Residential
Development On Block 3103, Lot 1, Granting Conceptual Approval To Asbury Park,
Toll Bros. Asbury Park Urban Renewal, LLC Regarding Residential Development On

Block 3103, Lot 1, And Referring The Matter To The Planning Board For Appropriate Approvals

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

2022-313 Resolution Adopting the Monmouth County Home Consortium Fiscal Year 2022 Annual Action Plan for Housing and Community Development Block Grant (CDBG) Program

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

2022-314 Resolution to Back Bill Sewer Charges on Various Accounts

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

ORDINANCES

Second Reading/Public Hearing

2022-10 Ordinance Of The City Of Asbury Park Establishing Certain Parking Regulations, And Amending And Supplementing Section 7-41.5, Entitled “Residential And Employee Permit Schedules, Fees And Regulations,” Of Chapter Vii, “Traffic,” Of The “Code Of The City Of Asbury Park,” Regarding Residential Parking Permit Eligibility

A motion to open the public hearing on Ordinance 2022-10 was made by Council member Clayton and seconded by Deputy Mayor Quinn. All were in favor. The following members of the public spoke: Rita Marano. A motion to close public hearing on 2022-10 was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 7:04 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded by Council member Kendle. All were in favor. Meeting adjourned at 7:04 PM.

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk