



Agenda
Meeting of the Municipal Council
Wednesday, June 26, 2024
REGULAR MEETING 6:00 PM

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

2024-312 Resolution Authorizing a meeting which excludes the public

A. Public Safety

1. Police Monthly Report May 2024
2. Public Safety Director

B. Contract Negotiations

1. 1201 Memorial Drive Redevelopment Plan Agreement
2. 1012 Asbury Avenue Redevelopment & Financial Agreements
3. Main Street Redevelopment Plan Agreement Amendment - Mercy Center
4. CBD Redevelopment Plan Agreement
5. EALC, LLC Redevelopment Agreement Proposal

C. Litigation

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board

D. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

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 22, 2024, and posted on the bulletin board the same date. All

notices are on file with the City Clerk.

Special Event Applications:

Items to be Presented:

1. Presentation- Asbury Park Affordable Housing Coalition
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 12, 2024 4:00 PM
- Municipal Council - Regular Meeting - Jun 12, 2024 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.

2024-313 Resolution Approving Special Event Applications

2024-314 Resolution to Refund Overpaid Municipal Charges for Various Properties

2024-315 Resolution To Adjust Sewer Charges On Various Accounts

2024-316 Resolution Authorizing the Disposition of Surplus Property

2024-317 Resolution Approving 2024-2025 Alcoholic Beverage Control License for 1211 Main Street, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2024-343 Resolution Approving 2024-2025 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

2024-344 Resolution Approving 2024-2025 Alcoholic Beverage Control License for Georg EE, Inc.-d/b/a/ Georgies in the City of Asbury Park, County of Monmouth, New Jersey

2024-345 Resolution Approving 2024-2025 Alcoholic Beverage Control License for AP Restaurant V LLC d/b/a Swim Crush, in the City of Asbury Park, County of Monmouth, New Jersey

D. Individual Resolutions

- 2024-318 Resolution Approving Payment of Bills
- 2024-319 Resolution Authorizing Payment for Emergency Sewer Repairs Needed at 1124 First Avenue
- 2024-320 Resolution Authorizing the Purchase of a Commercial Lawn Mower for the Department of Public Works
- 2024-321 Resolution Approving Change Order #1 the Transportation Center Renovations project
- 2024-322 Resolution Authorizing and Awarding to LEW Environmental Services for Lead-Based Paint Inspection and Testing Services
- 2024-323 Resolution Authorizing The City Of Asbury Park To Execute A License Agreement To Permit A Limited Encroachment Into The Right-Of-Way Area Adjacent To The Property Located At 608 Fourth Avenue (Block 2806, Lot 5), Relating To A Techo-Bloc Retaining Wall Situated Along The Eastern Side Yard Of The Property In Asbury Park, New Jersey
- 2024-324 Resolution Authorizing The Execution Of An Employer Participation Agreement Between The City Of Asbury Park And Hospital Central Services, Inc. (“HCSC”)
- 2024-325 Resolution Authorizing The City Of Asbury Park To Participate In Intra-County Mutual Aid And Assistance Agreements With Participating Units In The County Of Monmouth
- 2024-326 Resolution Authorizing a Service Agreement for Fleet Management Technologies
- 2024-327 Resolution Authorizing Execution of a Shared Services Agreement with Passaic Valley Sewerage Commission for Sludge Disposal
- 2024-328 Resolution Authorizing Funding to Community Affairs Resource Center for the Administering of Rental & Utility Assistance with Community Development Block Grant (CDBG) Funding
- 2024-329 Resolution Awarding of a Contract to Millenium Communications Group for Security Cameras in Various Locations within Asbury Park with Community Development Block Grant (CDBG) Funding
- 2024-330 Resolution Authorizing Funding to Coastal Habitat for Humanity for the Administering of Home Repair and Renovation Program with Community Development Block Grant (CDBG) Funding
- 2024-290 Resolution Approving Asbury Park Social Services Listing on the NJ Resource Pilot Program
- 2024-331 Resolution of The Mayor And City Council Of Asbury Park Authorizing The City Of Asbury Park To Enter Into A Subsequent Developer Agreement With Asbury Partners, LLC And APW Redeveloper, LLC Regarding Residential Development On Block 4306, Lots 1 Through 8 (200- 210 Eighth Avenue, 201-209 Seventh Avenue and 1604 Webb

Avenue) And Referring The Matter To The Planning Board For
Appropriate Approvals

- 2024-333 Resolution Accepting Donation of A Ford F-350 Rescue Vehicle For Fire Department Use From The Borough Of West Long Branch
- 2024-334 Resolution Authorizing The City Of Asbury Park To Execute A License Agreement To Permit The City To Store A Fire Truck In The Parking Lot Of 1012 Third Avenue, In The City Of Asbury Park, New Jersey
- 2024-335 Resolution Authorizing a Professional Services Contract with Arcari + Iovino for Professional Architectural Services of the Boardwalk Restrooms
- 2024-336 Resolution Approving 2024-2025 Alcoholic Beverage Control License for Ohana Kitschen Company-d/b/a/ The Break, Low Dive, Aloha Market in the City of Asbury Park, County of Monmouth, New Jersey
- 2024-337 Resolution Approving 2024-2025 Alcoholic Beverage Control License for House of Independents, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2024-338 Resolution Approving 2024-2025 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
- 2024-339 Resolution Approving a Liquor License with Special Conditions for Johnny Mac House of Spirits, LLC d/b/a Johnny Mac's for the 2024-2025 Licensing Year
- 2024-340 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 2023-2024 Licensing Year
- 2024-341 Resolution Approving A Liquor License Renewal With Special Conditions For Steinbach Liquor License, LLC Trading As- Asbury Ale House/ Lola's Cafe/ Mainstay For The 2024-2025 Licensing Term
- 2024-342 Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC d/b/a Porta for the 2024-2025 Licensing Year
- 2024-346 Resolution Of The City Of Asbury Park Referring The Proposed "Amended Redevelopment Plan For 1201 Memorial Drive" Dated June 26, 2024, In Accordance With The Local Redevelopment And Housing Law, N.J.S.A. 40A:12A
- 2024-347 Resolution Expressing Affordable Housing Need Regarding 1012 Asbury Avenue Apartments Project

E. Ordinances

1. Introduction

- 2024-24 Ordinance Amending The Main Street Redevelopment Plan

2. Second Reading/Public Hearing

- 2024-11 Ordinance of the City of Asbury Park Approving and Adopting a Redevelopment Plan for Property Located at 1201 Memorial Drive (Block 203, Lot 5)
- 2024-21 Ordinance of The City of Asbury Park Amending and Supplementing Section 30-45, Entitled “Submission of Applications For Development,” of Article IV, “Application For Development,” and Section 30-60 Entitled “Signs” of Article V “Development Standards” of Chapter 30, “Land Development Regulations,” of “The Code of The City Of Asbury Park.”
- 2024-22 Ordinance Approving and Adopting an Amendment to the CBD Redevelopment Plan for 614 Cookman Avenue
- 2024-23 Ordinance of The City Of Asbury Park Amending And Supplementing Section 30-24, Entitled “Fees,” of Chapter 30, “Land Development Regulations,” Of “The Code Of The City Of Asbury Park.”

3. 2024 Municipal Budget Public Hearing

- 2024-332 Resolution to Adopt the 2024 Municipal Budget

F. Adjournment

**RESOLUTION NO. 2024-312****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 26, 2024 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. Public Safety:

1. Police Monthly Report May 2024
2. Public Safety Director

B. Contract Negotiations:

1. 1201 Memorial Drive Redevelopment Plan Agreement
2. 1012 Asbury Avenue Redevelopment & Financial Agreements
3. Main Street Redevelopment Plan Agreement Amendment - Mercy Center
4. CBD Redevelopment Plan Agreement
5. EALC, LLC Redevelopment Agreement Proposal

C. Litigation:

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board

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.

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, June 12, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-263 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Lillian Nazzaro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	
Lisa Esposito	City Clerk	Present	

City Clerk Lisa Esposito 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.

ITEMS TO BE PRESENTED:

Minutes Acceptance: Minutes of Jun 12, 2024 6:00 PM (Minutes)

1. Presentation: 1201 Memorial Drive Redevelopment Plan
Gary Dean of Dolan & Dean Consulting Engineers, LLC presented the 1201 Memorial Drive Redevelopment Plan to Mayor and Council.

Matters from City Council

Council member Ahbez-Anderson had no matters at this time.

Council member Chapman had no matters at this time.

Council member Clayton had no matters at this time.

Deputy Mayor Quin stated, I just want to send the council's condolences to Anita Weiner, Robert and Anita are long time residents in our downtown, and Robert passed away last weekend. He was a regular volunteer on our committees; helped tremendously during the pandemic in helping local businesses develop grants. We send our heartfelt condolences to them.

Mayor Moor stated, beginning of June, the 200 Club of Monmouth County always has the 57th annual Valor Awards luncheon and as usual, many of our fine police officers were recognized so I'm going to quickly read them out. Commendation awards went to the Asbury Police department Detective Captain John Crescio, Detective James Crawford, Detective Aaron Shaw, Detective Steve Cavendish, Detective Anthony Houlis, and Officer Parisi. Merit awards went to Officer William Whitley, Officer Gregory Parisi, Officer Jonathan D'orio, Officer Steven Love, Officer Shaun McGrady, and a commendation award went to Officer Anthony Fiorentino, and Officer Michael Treadway, and the 200 Club is a great organization that does honor all the police, firefighters, throughout the county for valor and merit and Asbury Park usually has quite a few people get awards. I congratulate them all, and I just wanted to let the public know about that.

Matters from City Manager

City Manager, Lillian Nazarro stated, Mayor, Deputy Mayor, and Council Members, I would like to introduce you to John Hayes this evening. You have before you a resolution to consider and adopt an agreement employment for John Hayes for a deputy city manager here in Asbury Park. John Hayes has been in public service for over 30 years, serving municipalities and the state of New Jersey, John who has lived and worked in Asbury Park for nearly 20 years, retired as a captain and executive officer from the New Jersey State Police where he led his staff of over 200 employees. John created the Diversity and Inclusion unit within the New Jersey state police to highlight the importance of diversity for all 5,000 enlisted and civilian employees of the division of state police. John is the statewide cultural diversity instructor, co-chair of New Jersey LGBTQ+ Law Enforcement Liaison Program and has a passion for public service and outreach. John holds a master's degree in administration from Farleigh-Dickinson university and lives in Asbury Park with his amazing husband, Cliff, of 19 years.

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Ahbez-Anderson to open the meeting to the public. All were in favor. The following members of the public spoke: Briana made a comment about parking on 4th Avenue; Eric Galipo, Polli Schildge, Nancy Sabino, Michael Sodano, Catherine Minervini, and Anthony Frieda, Catherine made comments about the traffic study for 1201 Memorial Drive Redevelopment Plan; Harrison Dillard, Robert Gries, Lawrence Suffern, Jim Suse, and Lisette Anderson made comments about Kamil Warraich; Felicia Simmons made a comment about racism in Asbury Park; Tom Pivinski made a comment about trees in the city; and Rita Marano made a comment about commercial property.

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

MINUTES

RESULT:	ADOPTED [4 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Amy Quinn, John Moor
ABSTAIN:	Yvonne Clayton

1. Municipal Council- Executive Meeting May 22, 2024 4:00 PM
2. Municipal Council - Regular Meeting - May 22, 2024 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

RESULT:	ADOPTED [4 TO 0]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-264 Resolution Amending Temporary Budget Appropriations for 2024 Budget

2024-265 Resolution Approving Special Event Applications

2024-266 Resolution Approving 2024-2025 Alcoholic Beverage Control License for PF, LLC d/b/a/ Garcia Liquors/Tapatia in the City of Asbury Park, County of Monmouth, New Jersey

2024-267 Resolution Approving 2024-2025 Alcoholic Beverage Control License for Akshay Enterprises-d/b/a/ Main Liquors in the City of Asbury Park, County of Monmouth, New Jersey

2024-268 Resolution Approving 2024-2025 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

- 2024-269 Resolution Approving 2024-2025 Alcoholic Beverage Control License For Asbury Pub , LLC-D/B/A Homesick In The City Of Asbury Park, County Of Monmouth, New Jersey
- 2024-270 Resolution Approving 2024-2025 Alcoholic Beverage Control License for Asbury Two Liquor License, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2024-271 Resolution Approving 2024-2025 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
- 2024-272 Resolution Approving 2024-2025 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
- 2024-273 Resolution Approving 2024-2025 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
- 2024-274 Resolution Approving 2024-2025 Alcoholic Beverage Control License for AP Restaurant II-d/b/a/ Watermark in the City of Asbury Park, County of Monmouth, New Jersey
- 2024-275 Resolution Approving 2024-2025 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
- 2024-276 Resolution Approving 2024-2025 Alcoholic Beverage Control License for 1101 Ocean Ave Venture, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2024-293 Resolution Approving 2024-2025 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
- 2024-294 Resolution Approving 2024-2025 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
- 2024-295 Resolution Approving 2024-2025 Alcoholic Beverage Control License for RBAR AP, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2024-296 Resolution Approving 2024-2025 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

- 2024-297 Resolution Approving 2024-2025 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
- 2024-298 Resolution Approving 2024-2025 Alcoholic Beverage Control License for 1411 Kingsley Street, LLC, the City of Asbury Park, County of Monmouth, New Jersey
- 2024-299 Resolution Approving 2024-2025 Alcoholic Beverage Control License for Espinosa Inc. in the City of Asbury Park, County of Monmouth, New Jersey
- 2024-300 Resolution Approving 2024-2025 Alcoholic Beverage Control License for TBD, Inc.-d/b/a/ Taka Restaurant in the City of Asbury Park, County of Monmouth, New Jersey
- 2024-301 Resolution Approving 2024-2025 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
- 2024-302 Resolution Approving 2024-2025 Alcoholic Beverage Control License for GTJM, Inc. in the City of Asbury Park, County of Monmouth, New Jersey
- 2024-303 Resolution Approving 2024-2025 Alcoholic Beverage Control License for Iconic Saint Laurent, AP Drink LLC d/b/a The Saint Laurent in the City of Asbury Park, County of Monmouth, New Jersey
- 2024-304 Resolution Approving 2024-2025 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
- 2024-305 Resolution Approving 2024-2025 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
- 2024-306 Resolution Approving 2024-2025 Alcoholic Beverage Control License for 934 SHIV, LLC.-d/b/a/ Lush in the City of Asbury Park, County of Monmouth, New Jersey
- 2024-307 Resolution Approving 2024-2025 Alcoholic Beverage Control License for Citigroup Supermarket Corp d/b/a/ CitiSuperMarket in the City of Asbury Park, County of Monmouth, New Jersey
- 2024-308 Resolution Approving 2024-2025 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
- 2024-309 Resolution Approving 2024-2025 Liquor License Renewal for 1303-33-013-002 Asbury Landmark Liquor LLC (Pocket)

2024-310 Resolution Approving 2024-2025 Alcoholic Beverage Control License for Pettibone Paradise, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2024-311 Resolution Approving 2024-2025 Alcoholic Beverage Control License for 614 Liquor License, LLC in the City of Asbury Park, County of Monmouth, New Jersey

INDIVIDUAL RESOLUTIONS

2024-277 Resolution Authorizing The Execution Of An Employment Agreement With John Hayes To Serve As The Deputy City Manager

RESULT:	ADOPTED [4 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-278 Resolution Approving Payment of Bills

RESULT:	ADOPTED [4 TO 0]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-279 Resolution Authorizing the Purchase of Admission and Group Packages Needed for the 2024 Summer Day Camp Program and 2024 Police Athletic League Summer Camp In An Amount Not-To-Exceed \$125,000

RESULT:	ADOPTED [4 TO 0]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-280 Resolution Authorizing Payment for Emergency Door Lock Repairs Needed at the Wastewater Treatment Plant

RESULT:	ADOPTED [4 TO 0]
MOVER:	John Moor, Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-281 Resolution Authorizing the Annual Renewal of Gunfire Technology with SoundThinking

RESULT:	ADOPTED [4 TO 0]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

Minutes Acceptance: Minutes of Jun 12, 2024 6:00 PM (Minutes)

2024-282 Resolution Amending Resolution #2024-249 Authorizing the Purchase of Influent Pump Parts Needed at the Wastewater Treatment Plant

RESULT: ADOPTED [UNANIMOUS]
MOVER: Angela Ahbez-Anderson, Councilmember
SECONDER: Eileen Chapman, Councilmember
AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-283 Resolution Authorizing a Professional Services Contract with T&M Associates for NJDEP Stormwater System Digital Mapping

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

2024-284 Resolution Authorizing An Agreement Between The County Of Monmouth And The City Of Asbury Park Concerning A Traffic Signal With Emergency Pre-Emption At The Intersection Of County Route 16 (Asbury Avenue) And Ridge Avenue

RESULT: ADOPTED [UNANIMOUS]
MOVER: Angela Ahbez-Anderson, Councilmember
SECONDER: Eileen Chapman, Councilmember
AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-285 Resolution Approving Change Order #3 for 2023 Pavement and Sidewalk Improvements Project (2nd and 3rd Avenue between Grand Ave. and Heck St.)

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

2024-286 Resolution Awarding Bid for School Bus Transportation Services for the Recreation & Police Athletic League Programs

RESULT: ADOPTED [UNANIMOUS]
MOVER: Eileen Chapman, Councilmember
SECONDER: Angela Ahbez-Anderson, Councilmember
AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-287 Resolution Authorizing the City of Asbury Park to Apply For A Grant From the Hazardous Discharge Site Remediation Fund Public Entity Program Through the New Jersey Economic Development Authority And The New Jersey Department of Environmental Protection for 61-63 Ridge Avenue (Block 901, Lots 5 And 6)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Angela Ahbez-Anderson, Councilmember
SECONDER: Eileen Chapman, Councilmember
AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-288 A Resolution Authorizing The City Of Asbury Park To Apply For A Brownfield Development Area Grant From The Hazardous Discharge Site Remediation Fund Public Entity Program Through The New Jersey Economic Development Authority And The

New Jersey Department Of Environmental Protection For 61-63 Ridge Avenue Cleanup
In The Amount Up To \$331,810

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

2024-289 A Resolution Authorizing The City Of Asbury Park To Apply For A Brownfield Development Area Grant From The Hazardous Discharge Site Remediation Fund Public Entity Program Through The New Jersey Economic Development Authority And The New Jersey Department Of Environmental Protection For Various Springwood Avenue Sites In The Amount Up To \$990,886.67

RESULT: ADOPTED [UNANIMOUS]
MOVER: Angela Ahbez-Anderson, Councilmember
SECONDER: Amy Quinn, Deputy Mayor
AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-291 Resolution of Support from City of Asbury Park Encouraging New Jersey to Restore the State Match to Federal Water Infrastructure Funding Administered by the New Jersey Water Bank

RESULT: ADOPTED [UNANIMOUS]
MOVER: Angela Ahbez-Anderson, Councilmember
SECONDER: John Moor, Mayor
AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-292 Resolution Amending Resolution No. 2024-261 Concerning The Re-Appointment Of Michael Del Re As Municipal Tax Assessor Of The City Of Asbury Park

RESULT: ADOPTED [UNANIMOUS]
MOVER: Angela Ahbez-Anderson, Councilmember
SECONDER: Amy Quinn, Deputy Mayor
AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ORDINANCES

Introduction

2024-21 Ordinance of The City of Asbury Park Amending and Supplementing Section 30-45, Entitled “Submission of Applications For Development,” of Article IV, “Application For Development,” and Section 30-60 Entitled “Signs” of Article V “Development Standards” of Chapter 30, “Land Development Regulations,” of “The Code of The City Of Asbury Park.”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/26/2024 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-22 Ordinance Approving and Adopting an Amendment to the CBD Redevelopment Plan for 614 Cookman Avenue

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/26/2024 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-23 Ordinance of The City Of Asbury Park Amending And Supplementing Section 30-24, Entitled "Fees," of Chapter 30, "Land Development Regulations," Of "The Code Of The City Of Asbury Park."

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/26/2024 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading/Public Hearing

2024-11 Ordinance of the City of Asbury Park Approving and Adopting a Redevelopment Plan for Property Located at 1201 Memorial Drive (Block 203, Lot 5)

A motion to open 2024-11 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were favor. The following members of the public spoke:
A motion to close 2024-11 to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All were in favor.

RESULT:	TABLED [UNANIMOUS]
	Next: 6/26/2024 6:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-20 BOND ORDINANCE PROVIDING FOR THE FIRST AVENUE ROAD IMPROVEMENT PROJECT, APPROPRIATING \$4,792,200 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$4,190,003 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY

A motion to open 2024-20 to the public was made by Council member and seconded by Deputy Mayor Quinn. All were favor. No members of the public spoke.

A motion to close 2024-20 to the public was made by Mayor Moor and seconded by Council member Ahbez-Anderson. All were in favor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 7:41 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Ahbez-Anderson. Meeting adjourned at 7:41 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk

Minutes Acceptance: Minutes of Jun 12, 2024 6:00 PM (Minutes)



RESOLUTION NO. 2024-313

**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 26, 2024 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Play on Pine
2. Wedding 6/28

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, LISA ESPOSITO, 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. 2024-313 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
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: _____

~~11 Fridays~~ Fridays 6/21 - 8/30 (11 Fridays)

Rain Date: _____

Time of Event: _____

5pm to 7pm

Setup time: _____

4pm

Break-down time: _____

7pm

Name of Event: _____

Play on Pine

Location of Event: _____

Pine St. between 2nd + 3rd

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: Block party

*Wedding applicants only need to complete page 6.



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)

Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

Between Memorial Day and Labor Day, 6pm is the earliest ceremonies can begin on any beach.

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) as an additional insured in the amount of one million dollars. (If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony)
- Alcohol is prohibited on City beaches
- Firework displays are prohibited w/o pre-approval from the City & proper documentation being provided to the City
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: 6/28/24 Ceremony start time: 4:30 End time: 4:45
 Setup time: 7pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
 Location of Ceremony: KENNEDY PARK

☐ YES ☒ NO Will reserved parking spaces be requested? If so, how many spaces _____ where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: BOB FAHEY
508 COOKMAN AVE UNIT 101 AP
 Contact #: 201-403-1082 Email Address: BOB@FAHEYRESTAURANTS.COM

Applicant 2- Name & Address: _____

Contact #: _____ Email Address: _____

of people in wedding party: _____ # of people attending wedding: 100

Will any of the following items be used (check all that apply):

- ☐ Pa system
☒ Archway

- ☒ Chairs
☐ Canopy/tent (if larger than 30x30, a permit is required)

☐ Other structures:

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup

Attachment: 6.28 wedding kp (2024-313 : Special Event Applications)



29. ☐ YES ☒ NO Will you be renting a dumpster? If yes, what size: _____
 How many: _____ Delivery Date: _____ Pickup Date: _____ Please indicate
 on your site plan where dumpsters will be located.
 >Name of Company providing dumpster: _____

30. Please explain how you will provide cleanup, disposal and removal of trash and debris associated your event:

THERE WILL BE NO TRASH. WE WILL CLEAN ENTIRE
PARK

As mentioned on page 1, a \$500 refundable deposit(refunds will take at least 4 weeks to receive) will required for all events held on City property. Deposit is forfeited if debris, trash, recyclables etc. are not removed. The applicant is responsible for all cleanup of any items associated with your event. The City will provide trash and recyclable containers for your use.

All fees and are estimated only may be adjusted as needed.

The City reserves the right to revoke the permit for the following reasons including but not limited to: the nature of the event changes or expands without consent of the City; if State or Federal Executive Orders prohibits events from occurring; public safety or health are called into question; proper permits are not obtained by applicant; if all fees are not paid in full and insurance is not provided 10 days prior to the event.

RF
 Signature of Applicant

6-28-24
 Date

ROBERT FAHEY
 Printed Name of Applicant

OWNER
 Title



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-314

Resolution to refund overpaid PILOT charges



RESOLUTION NO. 2024-314

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

RESOLUTION TO REFUND OVERPAID MUNICIPAL CHARGES FOR VARIOUS PROPERTIES

WHEREAS, the below properties have overpayments credited against their accounts;
and

WHEREAS, the Tax Collector has been requested, in writing, to refund the payer, who has provided documented proof of payment; and

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

- 1) Refund an overpayment of PILOT charges in the amount of \$6,212.99 to Corelogic, for Block 4002, Lot 1.1604 C1604, 1101 Ocean Ave, Unit 1604.

I, LISA ESPOSITO, 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. 2024-314 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK

Lisa Esposito

From: Neha, Thakur <thneha@corelogic.com>
Sent: Thursday, June 6, 2024 12:08 PM
To: Michael Schnurr
Cc: Patil, Veerangouda; Samuel, Yesudas; Bhemanagouda, Giridhara
Subject: [EXTERNAL] *****Requesting for Refund Release*** **
Attachments: 1399913380 POP.pdf
Importance: High

Hello Tax Collector,

We are writing regarding the property refund referenced for parcel # 21000644-0. As mentioned below. Therefore, we have enclosed the proof of payment, please consider this letter as our request to send the refund to the following address:

CoreLogic, Attn: Refunds Unit
 3001 Hackberry Road
 Irving, TX 75063

Thanks and Regards,

Neha Thakur
 Process Specialist,



✉ thneha@corelogic.com
 (On Behalf of Giri)

From: Michael Schnurr <Michael.Schnurr@cityofasburypark.com>
Sent: Wednesday, June 5, 2024 6:33 PM
To: Sampsell, Priscilla <psampsell@corelogic.com>
Cc: Neha, Thakur <thneha@corelogic.com>; Stepheson, Parvaneh <pstepheson@corelogic.com>; Samuel, Yesudas <ysamuel@corelogic.com>
Subject: RE: [EXTERNAL] FW: ** Requesting for Refund information***

[External Content] This message is from an external source. Please exercise caution when opening attachments or links.

Yes. Please send us a copy of the check as proof of payment and we will be able to refund the overpayment.

Michael J. Schnurr, MPA, CTC
 Tax Collector

Attachment: EXTERNAL Requesting for Refund Release (2024-314 : Resolution to Refund Overpaid Municipal Charges for Various Properties)

City of Asbury Park
 1 Municipal Plaza
 Asbury Park, NJ 07712
 Email: michael.schnurr@cityofasburypark.com
 Phone: 732-502-5704
 Fax: 732-502-9658
[Asbury Park, NJ | Official Website \(cityofasburypark.com\)](http://cityofasburypark.com)

View and pay your tax and sewer bill online at the below link:
[Tax & Sewer Collections | Asbury Park, NJ \(cityofasburypark.com\)](http://cityofasburypark.com)

From: Sampsell, Priscilla <psampsell@corelogic.com>
Sent: Tuesday, June 4, 2024 4:04 PM
To: Michael Schnurr <Michael.Schnurr@cityofasburypark.com>
Cc: Neha, Thakur <thneha@corelogic.com>; Stepheson, Parvaneh <pstepheson@corelogic.com>; Samuel, Yesudas <ysamuel@corelogic.com>
Subject: [EXTERNAL] FW: ** Requesting for Refund information***
Importance: High

Hello Tax Collector,

Please confirm is there any refund available on account, and refund procedure need to follow to process the refund?

Borrower name: Chapman Daniel

Address: 1101 Ocean Ave Unit 1604 Asbury Park, NJ 07712.

Parcel no.: 21000644-0

Reference number: 1399913380

Agency: Asbury Park City Pilot

Priscilla Sampsell
 Tax Servicing Specialist Lead

CoreLogic

Direct (817) 699-3459
psampsell@corelogic.com

corelogic.com | [Blog](#)
[LinkedIn](#) | [Twitter](#) | [Facebook](#)

Our Vision: Deliver unique property-level insights that power the global real estate economy

This message may contain confidential or proprietary information intended only for the use of the addressee(s) named above or may contain information that is legally privileged. If you are not the intended addressee, or the person responsible for delivering it to the intended addressee, you are hereby notified that reading, disseminating, distributing or copying this message is strictly prohibited. If you have received this message by mistake, please immediately notify us by replying to the message and delete the original message and any copies immediately thereafter.

Thank you.

CLLD

CITY OF ASBURY PARK
Customer Recent Activity Report

Report Date: 06/06/24 12:17 PM

Account Id: 21000644-0
Owner: CHAPMAN, DANIEL
Property Location: 1101 OCEAN AVE, UNIT 1604

Active Services:
 RAB PILOT (Active Date:05/17/20)

Recent Billings:	Bill Date	Due Date	Amount Billed	Amount Due	Usage	Principal Balance	Interest/Penalty
RAB PILOT	07/17/23	05/01/24	6212.99	0.00	RAB: 0	0.00	0.00
RAB PILOT	07/17/23	02/01/24	6212.99	0.00	RAB: 0	0.00	0.00
RAB PILOT	07/17/23	11/01/23	6151.52	0.00	RAB: 0	0.00	0.00
RAB PILOT	07/17/23	08/01/23	6151.54	0.00	RAB: 0	0.00	0.00
RAB PILOT	07/19/22	05/01/23	6274.44	0.00	RAB: 0	0.00	0.00
RAB PILOT	07/19/22	02/01/23	6274.44	0.00	RAB: 0	0.00	0.00
RAB PILOT	07/19/22	11/01/22	5922.83	0.00	RAB: 0	0.00	0.00
RAB PILOT	07/19/22	08/01/22	5922.85	0.00	RAB: 0	0.00	0.00
RAB PILOT	07/23/21	05/01/22	6626.04	0.00	RAB: 0	0.00	0.00
RAB PILOT	07/23/21	02/01/22	6626.04	0.00	RAB: 0	0.00	0.00
RAB PILOT	07/23/21	11/01/21	6948.70	0.00	RAB: 0	0.00	0.00
RAB PILOT	07/23/21	08/01/21	6948.70	0.00	RAB: 0	0.00	0.00
Current Balance:			\$-6212.99			\$-6212.99	\$0.00

Recent Payments & Adjustments:

Type	Date	Amount	Description
Payment	05/03/24	6212.99	CK 966069287
Payment	04/18/24	6212.99	CR 3872392039
Payment	11/14/23	6212.99	CR 3862028212
Payment	10/26/23	6151.52	CK 68447788



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-315

This resolution is to issue credits and back bills for sewer accounts that were not billed correctly.



RESOLUTION NO. 2024-315

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

RESOLUTION TO ADJUST 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 NJ American Water Company's billing records for various accounts; and

WHEREAS, the Tax Collector requests to adjust sewer charges for various accounts that were not accurately reported; and

THEREFORE, LET IT BE RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to do the following:

1. Apply a credit of \$112.05 for 2023 Q4 usage onto sewer account #10636005-0, 605 First Avenue, assessed to 605 1st Ave, LLC.
2. Bill open demand charges in the amount of \$3,360.00 for 2021 Q1 to 2024 Q2 on account #10826503-0, 316 Seventh Avenue, assessed to Gallucci, Samuel, and make due on May 1, 2026.
3. Bill open demand charges in the amount of \$2,240.00 for 2021 Q1 to 2024 Q2 on account #10780757-0, 302 Sixth Avenue, assessed to Beauvil, Marise, and make due on May 1, 2026.
4. Bill open demand charges in the amount of \$1,120.00 for 2021 Q1 to 2024 Q2 on account #10708755-0, 1107 Grand Avenue, assessed to 1107 Grand, LLC % Nicole Kenney, and make due on May 1, 2025.
5. Bill open demand charges in the amount of \$24,080.00 for 2021 Q1 to 2024 Q2 on account #10686254-0, 701-705 Second Avenue, assessed to Crossroads at Asbury Park, LLC, and make due on November 1, 2024.

6. Bill open demand charges in the amount of \$96,540.00 for 2021 Q1 to 2023 Q4 on account #10879003-0, 1200 Ocean Avenue, assessed to Madison Asbury Retail, LLC % Madison, and make due on November 1, 2024.
7. Bill open demand charges in the amount of \$1,656.51 for 2021 Q1 to 2024 Q2 on account #10835756-0, 315 Seventh Avenue, assessed to Oliver, Carolyn A, and make due on May 1, 2025.
8. Bill open demand charges in the amount of \$1,040.00 for 2021 Q1 to 2024 Q1 on account #10789507-0, 614 Sixth Avenue, assessed to Morrisette, Celia, and make due on May 1, 2025.
9. Bill open demand and usage charges in the amount of \$4,794.10 for 2021 Q1 to 2024 Q1 on account #10584753-0, 512 Sewall Avenue, assessed to Genzler, Barbara, and make due on May 1, 2026.
10. Bill open demand and usage charges in the amount of \$21,730.85 for 2021 Q1 to 2024 Q1 on account #10878756-0, 800 Ocean Avenue, assessed to First Avenue Pavilion LLC, and make due on November 1, 2024.
11. Bill open demand charges in the amount of \$1,040.00 for 2021 Q1 to 2024 Q1 on account #10464759-0, 138 Ridge Avenue, assessed to Bocan, Kenneth J, and make due on May 1, 2025.
12. Bill open demand charges in the amount of \$1,040.00 for 2021 Q1 to 2024 Q1 on account #10248755-0, 1328 Asbury Avenue, assessed to A & Y Holdings, LLC, and make due on May 1, 2025.
13. Bill open demand and usage charges in the amount of \$1,662.50 for 2021 Q1 to 2024 Q1 on account #10369501-1, 933 Bangs Avenue, assessed to De Gruttola, Jason, and make due on May 1, 2025.
14. Bill open demand charges in the amount of \$3,120.00 for 2021 Q1 to 2024 Q1 on account #10706753-0, 512 Fourth Avenue, assessed to Yehuda Holdings, LLC, and make due on May 1, 2026.
15. Bill open demand charges in the amount of \$2,080.00 for 2021 Q1 to 2024 Q1 on account #10774502-0, 1406 Park Avenue, assessed to Salvatori, Michael & Linda, ETAL, and make due on May 1, 2026.
16. Bill open demand charges in the amount of \$1,040.00 for 2021 Q1 to 2024 Q1 on account #10697255-2, 1107 Bond Street, assessed to Kersey, Lorenzo, and make due on May 1, 2025.

17. Bill open demand charges in the amount of \$1,040.00 for 2021 Q1 to 2024 Q1 on account #10682755-0, 1006 Bond Street, assessed to Reevey, Julia E, and make due on May 1, 2025.
18. Bill open demand charges in the amount of \$1,040.00 for 2021 Q1 to 2024 Q1 on account #10034253-0, 1307 Pine Street, assessed to Lapcevic, Michelle M & Cassidy, Chr, and make due on May 1, 2025.
19. Apply a credit of \$720.00 for 2022 Q4 - 2023 Q4 demand onto sewer account #10634257-1, 702 Second Avenue, assessed to My Gurlz Realty, Inc.
20. Apply a credit of \$640.00 for 2023 Q1 - 2023 Q4 demand onto sewer account #10634257-2, 702 Second Avenue, assessed to My Gurlz Realty, Inc.
21. Bill open demand and usage charges in the amount of \$416.60 for 2022 Q4 to 2023 Q4 on account #10634257-3, 702 Second Avenue, assessed to My Gurlz Realty, Inc, and make due on May 1, 2025.
22. Bill open demand and usage charges in the amount of \$456.95 for 2023 Q1 to 2023 Q4 on account #10634257-4, 702 Second Avenue, assessed to My Gurlz Realty, Inc, and make due on May 1, 2025.
23. Bill open demand and usage charges in the amount of \$520.35 for 2022 Q4 to 2023 Q4 on account #10634257-5, 702 Second Avenue, assessed to My Gurlz Realty, Inc, and make due on May 1, 2025.
24. Bill open demand and usage charges in the amount of \$682.20 for 2022 Q4 to 2023 Q4 on account #10634257-6, 702 Second Avenue, assessed to My Gurlz Realty, Inc, and make due on May 1, 2025.
25. Bill open demand and usage charges in the amount of \$549.40 for 2022 Q4 to 2023 Q4 on account #10634257-7, 702 Second Avenue, assessed to My Gurlz Realty, Inc, and make due on May 1, 2025.
26. Bill open demand charges in the amount of \$1,120.00 for 2021 Q1 to 2024 Q2 on account #10811508-0, 504 Seventh Avenue, assessed to Jshade Management, LLC, and make due on May 1, 2025.
27. Bill open demand charges in the amount of \$2,240.00 for 2021 Q1 to 2024 Q2 on account #10175253-0, 1111 Second Avenue, assessed to First Asbury LLC, and make due on May 1, 2026.

I, LISA ESPOSITO, 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. 2024-315 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-316

Property that has exceeded its useful life and no longer serves the need of the City that will be placed at Municipal Auction.

- American Road Machinery Leaf Machine (Does not run)
- Quicke Bucket 210S
- RAVO Street Sweeper (Runs, but hopper is rotting)
- Various equipment from decommissioned CUES camera truck (Unknown working condition)
- PT4 Wacker Water Pump 16HP Unknown working order, no pull string
- SCAG POWER EQUIPMENT SMWC-61V TIGER CUB Mover (Does not run)
- 2008 Ford F-350 6.0 Diesel Engine (Needs engine - Does not run)
- New Holland Loader Bucket P/N 93203781 Various (3x) Paint Sprayers (Do not function)
- Snow Plow
- Polaris Industries GEM Electric Vehicle (2015 GEM E2) (VIN:52CG2AGA3F0012692)
(Electrical System Malfunction - Bad Batteries)
- Polaris Industries GEM Electric Vehicle (2007 GEM 825) (VIN:5ASAJ27477F044005)
(Electrical System Malfunction - Bad Batteries)



RESOLUTION NO. 2024-316

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

RESOLUTION AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY

WHEREAS, the City of Asbury Park has property that have exceeded their useful life and no longer serve the needs of the City of Asbury Park; and

WHEREAS, it is the desire of the Mayor and City Council to declare the property as surplus as follows as attached to this Resolution:

WHEREAS, the equipment and vehicles will be auctioned on [MUNICIBID.com](https://www.municibid.com).

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park do hereby authorize the disposition of the equipment and vehicles listed as they are no longer needed for municipal purposes and is hereby considered surplus.

I, LISA ESPOSITO, 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. 2024-316 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK

American Road Machinery Leaf Machine (Does not run)

Quicke Bucket 210S

RAVO Street Sweeper (Runs, but hopper is rotting)

Various equipment from decommissioned CUES camera truck (Unknown working condition)

PT4 Wacker Water Pump 16HP Unknown working order, no pull string

SCAG POWER EQUIPMENT SMWC-61V TIGER CUB Mover (Does not run)

2008 Ford F-350 6.0 Diesel Engine (Needs engine – Does not run)

New Holland Loader Bucket P/N 93203781

Various (3x) Paint Sprayers (Do not function)

Snow Plow

Polaris Industries GEM Electric Vehicle (2015 GEM E2) (VIN:52CG2AGA3F0012692)
(Electrical System Malfunction – Bad Batteries)

Polaris Industries GEM Electric Vehicle (2007 GEM 825) (VIN:5ASAJ27477F044005)
(Electrical System Malfunction – Bad Batteries)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-317

Resolution Approving 2024-2025 Alcoholic Beverage Control License for 1211 Main Street, LLC in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2024-317

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

RESOLUTION APPROVING 2024-2025 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 2024-2025 license term. (Job#583980); and

WHEREAS, on May 10, 2024, the Division Alcoholic Beverage Control issued Administrative Order (AO) 2024-03 granting blanket 12.39 relief for the 2024-2025 license term for all eligible inactive license holders; and

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, 2024 until June 30, 2025, 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, LISA ESPOSITO, 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. 2024-317 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-343

Resolution Approving 2024-2025 Alcoholic Beverage Control License for Asbury Festhalle & Biergarten in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2024-343

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

RESOLUTION APPROVING 2024-2025 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, 2024 until June 30, 2025, 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, LISA ESPOSITO, 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. 2024-343 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-344

Resolution Approving 2024-2025 Alcoholic Beverage Control License for Georgie's the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2024-344

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

RESOLUTION APPROVING 2024-2025 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, 2024 until June 30, 2025, 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, LISA ESPOSITO, 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. 2024-344 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-345

Resolution Approving 2024-2025 Alcoholic Beverage Control License for AP Restaurant V, LLC d/b/a Swim Crush in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2024-345

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

RESOLUTION APPROVING 2024-2025 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR AP RESTAURANT V LLC D/B/A SWIM CRUSH, 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 d/b/a Swim Crush; 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 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, 2024 until June 30, 2025, is hereby renewed:

1303-33-044-016 AP Restaurant V, LLC d/b/a Swim Crush, 800 Ocean Avenue, Asbury Park, NJ 07712

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

I, LISA ESPOSITO, 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. 2024-345 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-318

Resolution authorizing the payment of bills in the amount of \$586,776.90



RESOLUTION NO. 2024-318

**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 \$586,776.90

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	\$ 586,776.90
TOTAL VOUCHERS	\$ 586,776.90

I, LISA ESPOSITO, 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. 2024-318 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK

June 17, 2024
02:53 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: N Aprv: N Rcvd: Y
Range: 3-First to 4-zz-zz-zzz-zzz-zzz Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/24 Include Non-Budgeted: Y
Vendors: All
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
Vendor						

Fund: CURRENT
Department: FINANCE
Extd: FINANCIAL ADMINISTRATION

3-01-20-130-000-223	FINANCE Condo Reimbursements					
1266W005	1266 Washington Realty LLC	24-01581	4th Q 2023 Trash Reimbursement	744.64	0.00	
1215S005	1215 Springwood LLC	24-01582	3rd Q 2023 Trash Reimbursement	863.50	0.00	
				1,608.14		
	Extd Total: FINANCIAL ADMINISTRATION			1,608.14		
	Department Total: FINANCE			1,608.14		
	CAFR Total:			1,608.14		

Department: FIRE DEPT.
Extd: FIRE DEPARTMENT

3-01-25-265-000-298	FIRE DEPT. Special Operations					
NJFIRE	NJ FIRE EQUIPMENT COMPANY	23-03339	Q#22613 CYLINDERS-85 ESCAPE PA	2,309.76	0.00	
	Extd Total: FIRE DEPARTMENT			2,309.76		
	Department Total: FIRE DEPT.			2,309.76		
	CAFR Total:			2,309.76		

Department: STREETS & ROAD
Extd: STREETS & ROADS MAINTENANCE

3-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
GPCNA091	GPC-NAPA AUTO PARTS	24-01651	#0953-462019 CLAMPS	35.34	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			35.34		
	Department Total: STREETS & ROAD			35.34		
	CAFR Total:			35.34		

CAFR: CURRENT FUND NON BUDGET ACCTS:
Department: TAXES PAYABLE:
Extd: TAXES PAYABLE:

3-01-55-001-000-011	ACCOUNTS PAYABLE					
TMASSO	T & M ASSOCIATES	17-01768	Resolution 2017-91 LSRP Serv.	163.00	0.00	B
	Extd Total: TAXES PAYABLE:			163.00		
	Department Total: TAXES PAYABLE:			163.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			163.00		
	Fund Total: CURRENT			4,116.24		
	Year Total:			4,116.24		

Attachment: Bill List 6-26-24 (2024-318 : Payment of Bills)

June 17, 2024
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
4-01-20-100-000-202	ADMINISTRATION	Office Supplies				
WBMASON	W.B.MASON CO., INC.	24-01587	Office Supplies	25.37	0.00	
AMAZO005	AMAZON.COM SERVICES	24-01616	Gay Pride Flag for Flagpole	20.94	0.00	
				46.31		
4-01-20-100-000-206	ADMINISTRATION	Computer Supplies				
CDWGOV	CDW GOVERNMENT LLC	24-01530	Q#1CF04QC New Hires Technology	2,715.53	0.00	
4-01-20-100-000-207	ADMINISTRATION	Contractual				
BIRDS005	BIRDS BEWARE INC.	24-00923	2ND QTR 2024 CLEARING AND	600.00	0.00	B
BIRDS005	BIRDS BEWARE INC.	24-00925	2ND QTR 2024 CLEARING AND	1,200.00	0.00	B
COSTCO	COSTCO WHOLESALE	24-01618	MEMBERSHIP RENEWAL JULY 2024	30.00	0.00	
				1,830.00		
4-01-20-100-000-209	ADMINISTRATION	Professional Services				
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	24-01624	Invoice 5718 Council General	1,249.50	0.00	
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	24-01632	Invoice 5719 EALC Murnick	110.25	0.00	
SUREN005	SURENIAN, EDWARDS, BUZAK &	24-01658	Affordable Housing April Fees	2,158.57	0.00	
LADDY005	LADDEY, CLARK & RYAN, LLP	24-01693	Invoice 75543 AP vs KW	250.00	0.00	
				3,768.32		
4-01-20-100-000-211	ADMINISTRATION	Water				
KEPSPR	KEPWEL SPRING WATER	24-01583	ACCT #117290 MAY 2024	561.00	0.00	
4-01-20-100-000-240	ADMINISTRATION	Public Arts Commission				
BRADL010	BRADLEY BURNS HOFFER	24-01563	WWTP ART PROJECT	6,000.00	0.00	
4-01-20-100-000-251	ADMINISTRATION	Comm. & Cultural Affairs				
WBMASON	W.B.MASON CO., INC.	24-01510	Snacks for Skate Party	271.76	0.00	
KARBRI	KAREEM BRINSON	24-01527	DJ Services for Skate Party	500.00	0.00	
				771.76		
Extd Total: ADMINISTRATION				15,692.92		
Department Total: ADMINISTRATION				15,692.92		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
4-01-20-120-000-217	MUNICIPAL CLERK	Ads&Promotion				
THECOA	THE NEW COASTER, LLC	24-01576	INV #61480 5/16 ORDINANCE ADS	108.05	0.00	
GANNE005	GANNETT NEW YORK/NEW JERSEY	24-01646	#10212822 Bond ord 24-20 intro	86.04	0.00	
THECOA	THE NEW COASTER, LLC	24-01679	INV #61522 ORD 5/30/24	84.99	0.00	
				279.08		
4-01-20-120-000-222	MUNICIPAL CLERK	Training				
OCEAN005	OCEAN RESORT CASINO	24-01648	Clerk's Office NJLM Lodging	1,032.00	0.00	

Attachment: Bill List 6-26-24 (2024-318 : Payment of Bills)

June 17, 2024
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-120-000-238	MUNICIPAL CLERK Contractual					
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	24-01645 24M-8728 Magazine Subscription			175.00	0.00	
	Extd Total: MUNICIPAL CLERK			1,486.08		
	Department Total: MUNIC CLERK			1,486.08		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
4-01-20-130-000-205	FINANCE Ads					
GANN005 GANNETT NEW YORK/NEW JERSEY	24-01546 RFP STREET MURAL PROJECT ARTIS			80.76	0.00	
4-01-20-130-000-206	FINANCE Copier					
MUNCAP MUNICIPAL CAPITAL CORPORATION	24-01670 LEASE PAYMENT 1 of 60 DUE 7/28			276.52	0.00	
4-01-20-130-000-209	FINANCE Fees					
GREFIN GREATAMERICA FINANCIAL SVCS.	24-01586 Invoice #36646442 - July, 2024			339.50	0.00	
4-01-20-130-000-222	FINANCE Training					
INSFOR INSTITUTE FOR PROFESSIONAL	24-01752 Ethics Seminar Joann Boos 7/17			50.00	0.00	
4-01-20-130-000-223	FINANCE Condo Reimbursements					
1266W005 1266 Washington Realty LLC	24-01581 4th Q 2023 Trash Reimbursement			1,325.92	0.00	
1215S005 1215 Springwood LLC	24-01582 3rd Q 2023 Trash Reimbursement			2,008.98	0.00	
THEMO005 THE MONROE CONDOMINIUM	24-01644 2nd Q 2024 Trash Reimbursement			1,421.40	0.00	
				4,756.30		
	Extd Total: FINANCIAL ADMINISTRATION			5,503.08		
	Department Total: FINANCE			5,503.08		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
4-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV CDW GOVERNMENT LLC	24-01530 Q#1CF04QC New Hires Technology			2,715.53	0.00	
CDWGOV CDW GOVERNMENT LLC	24-01555 Q#1CF0M9R Mobile Router Power			53.04	0.00	
CDWGOV CDW GOVERNMENT LLC	24-01560 Q#1CF0VZ0 Laptop Bags			100.71	0.00	
AMAZO005 AMAZON.COM SERVICES	24-01594 Ergonomic Keyboard Mouse			69.57	0.00	
				2,938.85		
4-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
CDWGOV CDW GOVERNMENT LLC	24-01309 Zoom Renewal 2024			1,248.50	0.00	
4-01-20-140-000-225	COMPUTER DATA PROC.Document Mgt.					
FILEB005 FILE BANK, INC.	24-01675 April & May 2024			16,122.09	0.00	
4-01-20-140-000-226	COMPUTER DATA PROC. Verizon Connect					
VERIZ015 VERIZON CONNECT	24-01677 INV#632000055694 June 2024			2,688.20	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			22,997.64		
	Department Total: COMPUTER MIS			22,997.64		

Attachment: Bill List 6-26-24 (2024-318 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TAX REV ADMIN Extd: TAX REVENUE ADMINISTRATION						
4-01-20-145-000-202	TAX REV ADMIN Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	24-01509	ENVELOPES	1,178.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			1,178.00		
	Department Total: TAX REV ADMIN			1,178.00		
Department: TAX ASSESSOR Extd: TAX ASSESSOR						
4-01-20-150-000-209	TAX ASSESSOR Fees					
JALLO005	JALLOH & JALLOH, LLC	24-01661	INVOICE #10932 MAY 2024	1,823.20	0.00	
	Extd Total: TAX ASSESSOR			1,823.20		
	Department Total: TAX ASSESSOR			1,823.20		
Department: LEGAL SERVICES Extd: LEGAL SERVICES						
4-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL	MARAZITI FALCON, LLP	24-01413	PROFESSIONAL SERVICES RENDERED	822.50	0.00	
LAWOF005	LAW OFFICE OF GENE J ANTHONY	24-01622	#21415 MAY 2024 RENT LEVELING	773.18	0.00	
HILLW005	HILL WALLACK LLP	24-01625	Invoice 763578 General Legal	15,688.50	0.00	
				17,284.18		
	Extd Total: LEGAL SERVICES			17,284.18		
	Department Total: LEGAL SERVICES			17,284.18		
Department: APTV Extd: CABLE TV ADVISORY COMMITTEE						
4-01-20-162-000-202	APTV Equipment					
JERACC	JERSEY ACCESS GROUP	24-01226	JAG Conference	525.00	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			525.00		
	Department Total: APTV			525.00		
Department: ENGINEER SERV Extd: ENGINEERING SERVICES						
4-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	24-01588	SE464111 General Engineering	18,963.50	0.00	
	Extd Total: ENGINEERING SERVICES			18,963.50		
	Department Total: ENGINEER SERV			18,963.50		
	CAFR Total:			85,453.60		

Attachment: Bill List 6-26-24 (2024-318 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Page NO: 5

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Planning Department Extd: Planning Department						
4-01-21-179-000-204	PLANNING DEPT. Professional Svcs.					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-01632 Invoice 5719 EALC Murnick			937.50	0.00	
4-01-21-179-000-207	PLANNING DEPT. Training/Cert.					
NJPLAN THE NJ PLANNING OFFICIALS, INC.	24-01613 Jeremy Hoffman training			136.00	0.00	
4-01-21-179-000-209	PLANNING DEPT. Planning Board Fees					
JACSER JACK A. SERPICO	24-01574 PB & ZB LEGAL SVS			1,588.65	0.00	
4-01-21-179-000-210	PLANNING DEPT. Zoning Board Fees					
JACSER JACK A. SERPICO	24-01574 PB & ZB LEGAL SVS			680.00	0.00	
	Extd Total: Planning Department			3,342.15		
	Department Total: Planning Department			3,342.15		
	CAFR Total:			3,342.15		
Department: LIAB INSURANCE Extd: LIABILITY INSURANCE						
4-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM PMA MANAGEMENT CORPORATION	24-01689 May 2024 Billing Statements			8,710.25	0.00	
	Extd Total: LIABILITY INSURANCE			8,710.25		
	Department Total: LIAB INSURANCE			8,710.25		
Department: WORKERS COMP Extd: WORKER'S COMPENSATION						
4-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM PMA MANAGEMENT CORPORATION	24-01689 May 2024 Billing Statements			76,312.30	0.00	
	Extd Total: WORKER'S COMPENSATION			76,312.30		
	Department Total: WORKERS COMP			76,312.30		
	CAFR Total:			85,022.55		
Department: POLICE Extd: POLICE DEPARTMENT						
4-01-25-240-000-203	POLICE Motor Vehicle					
MELCOR AP CARWASH AND OIL CHANGE	24-01614 PD CAR WASHES 4/5 - 6/3/24			1,041.25	0.00	
4-01-25-240-000-205	POLICE Animal Control Services					
SPCA MONMOUTH COUNTY SPCA	24-01450 Animal control thru 3/31			4,700.00	0.00	
4-01-25-240-000-211	POLICE HR Testing					
INSPSY INSTITUTE FOR FORENSIC	24-01599 #20491 EVALUATIONS 5/16 & 5/23			1,100.00	0.00	
4-01-25-240-000-215	POLICE Miscellaneous					
COSTCO COSTCO WHOLESALE	24-01618 MEMBERSHIP RENEWAL JULY 2024			30.00	0.00	

Attachment: Bill List 6-26-24 (2024-318 : Payment of Bills)

June 17, 2024
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Page NO: 6

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-25-240-000-216	POLICE Supplies-Compu.					
TOSSOL	TOSHIBA BUSINESS SOLUTION	24-01077	Q#04102024-MOBID PD ID System	907.00	0.00	
4-01-25-240-000-218	POLICE Contract.Serv.					
TOSSOL	TOSHIBA BUSINESS SOLUTION	24-01077	Q#04102024-MOBID PD ID System	2,984.00	0.00	
TOSSOL	TOSHIBA BUSINESS SOLUTION	24-01397	Q#05062024 PD ID Printer	872.00	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	24-01600	#M6226 JUNE 2024	1,220.00	0.00	
				5,076.00		
4-01-25-240-000-222	POLICE Training					
NJHIA	NJ HOMICIDE INVESTIGATORS	24-00816	Homicide invest. class	1,350.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	24-01672	Domestic Violence course 5/7	150.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	24-01673	Bike patrol training 5/20-24	300.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	24-01674	Firearms instructor Course	250.00	0.00	
				2,050.00		
4-01-25-240-000-276	POLICE: PAL Expenses					
OCEAN015	OCEAN FITNESS EQUIPMENT	24-00919	PAl gym equipment	2,047.00	0.00	
COSTCO	COSTCO WHOLESALE	24-01501	end of year bowling party PAL	98.53	0.00	
AMAZO005	AMAZON.COM SERVICES	24-01523	PAL Bowling end of year	223.98	0.00	
COSTCO	COSTCO WHOLESALE	24-01618	MEMBERSHIP RENEWAL JULY 2024	30.00	0.00	
OTTINS	OTTERSTEDT INS. AGENCY, INC.	24-01754	AD&D Endorsement for PAL Prog.	138.00	0.00	
				2,537.51		
	Extd Total: POLICE DEPARTMENT			17,441.76		
	Department Total: POLICE			17,441.76		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
4-01-25-265-000-214	FIRE DEPT. Building Maintenance					
IMPBAG	IMPERIAL DADE	24-00364	Blanket PO Not to Exceed	752.50	0.00	B
THEHAR	THE HARDWARE STORE	24-00451	BLANKET PO NOT TO EXCEED	41.95	0.00	B
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	24-01680	INV#19910933 FIRE EXTINGUISHER	73.00	0.00	
				867.45		
4-01-25-265-000-229	FIRE DEPT. Medical Sup.					
SEAWEL	SEABOARD WELDING SUPPLY, INC.	24-00690	BLANKET PO FOR OXYGEN	45.00	0.00	B
VERALP	V.E. RALPH & SON, INC.	24-01301	Q#107444-BODY BAGS, GAUZE, ETC	2,118.46	0.00	
				2,163.46		
4-01-25-265-000-262	FIRE DEPT. Equipment Repairs					
FISONS	FIS on Site Service LLC	24-01480	Q#w1781 83-89 STEERING REPAIR	1,194.20	0.00	
GENSAF	GEN-EL SAFETY & INDUSTRIAL	24-01566	QUOTE#36940 METER REPAIRS	112.10	0.00	
				1,306.30		
	Extd Total: FIRE DEPARTMENT			4,337.21		
	Department Total: FIRE DEPT.			4,337.21		

Attachment: Bill List 6-26-24 (2024-318 : Payment of Bills)

June 17, 2024
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
4-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	24-01596	prosecutor fees may 2024	5,200.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			5,200.00		
	Department Total: PROSECUTOR			5,200.00		
	CAFR Total:			26,978.97		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
4-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
SERV005	SERVICE TIRE TRUCK CENTERS	24-00070	VARIOUS PARTS BLANKET	268.95	0.00	B
SEACHE	SEACOAST CHEVROLET OLDS-	24-00118	VARIOUS PARTS BLANKET	398.74	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	24-00176	VARIOUS PARTS BLANKET	497.92	0.00	B
HUDSO005	HUDSON COUNTY MOTORS, INC.	24-00792	VARIOUS PARTS BLANKET	1,192.60	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	24-01108	VARIOUS PARTS BLANKET	1,838.97	0.00	B
BEAVE005	BEAVERS TRUCK PARTS LLC	24-01327	REAR DIFFERENTIAL ASSEMBLY	1,625.00	0.00	
THEHAR	THE HARDWARE STORE	24-01380	VARIOUS PARTS BLANKET	67.99	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	24-01435	VARIOUS PARTS BLANKET	663.87	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	24-01534	VARIOUS PARTS BALNKET	2,541.94	0.00	B
QUAAUT	QUALITY AUTO GLASS, INC.	24-01634	DPW #17 FRONT WINDSHIELD	420.26	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	24-01639	VARIOUS PARTS BLANKET	151.26	0.00	B
				9,667.50		
4-01-26-290-000-208	STREETS & ROAD Concrete					
SUFFREDI	SUFFOLK REDI-MIX	24-00717	Concrete	878.00	0.00	B
SUFFREDI	SUFFOLK REDI-MIX	24-01513	Concrete for DPW	995.00	0.00	B
				1,873.00		
4-01-26-290-000-212	STREETS & ROAD Tools					
JOHGUI	JOHN GUIRE SUPPLY	24-01440	2 COILS FOR BOB CAT MOWER	132.60	0.00	
GRAING	GRAINGER, INC.	24-01565	Makita Nail Gun	345.78	0.00	
BARGS005	BARG'S LAWN & GARDEN SHOP	24-01607	Misc Landscaping Supplies	44.33	0.00	B
				522.71		
4-01-26-290-000-213	STREETS & ROAD Safety Equipment					
GRAING	GRAINGER, INC.	24-01602	Gloves for DPW	837.00	0.00	
4-01-26-290-000-215	STREETS & ROAD Misc. Hardware					
THEHAR	THE HARDWARE STORE	24-00166	Misc Hardware	193.80	0.00	B
UPTFAS	UP-TITE FASTNERS INC.	24-00404	Misc Hardware	24.60	0.00	B
				218.40		
4-01-26-290-000-216	STREETS & ROAD Carpentry Supplies					
HOMDEP	HOME DEPOT USA INC.	24-01452	Case 13"x13" tile	150.64	0.00	
GRAING	GRAINGER, INC.	24-01665	Door Closer	359.95	0.00	
				510.59		
4-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
GRAING	GRAINGER, INC.	24-01445	combination kit/coverage	511.50	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-26-290-000-218	STREETS & ROAD	Contract.Serv.	Continued			
CRAPRI	CRAFTMASTER PRINTING, INC.	24-01451	business cards/ DPW envelopes	170.00	0.00	
QUENC005	QUENCH USA, INC.	24-01573	#INV07509041 JUNE 2024	38.05	0.00	
CINCOR	CINTAS CORPORATION NO 2	24-01612	#9274346279 JUNE AED AGREEMENT	107.00	0.00	
PRESPE	PREVENTION SPECIALISTS, INC.	24-01619	NON DOT Post Accident 5-20-24	104.00	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	24-01656	oxygen, acetylene, cylinder	98.25	0.00	
OPTIMUM	OPTIMUM	24-01743	#07866-18318-01-1 6/8 - 7/7	44.79	0.00	
				<u>1,073.59</u>		
4-01-26-290-000-223	STREETS & ROAD	Sunset Lake				
TIGRI005	TIGRIS	24-00639	2024 SUNSET LAKE POND MANAGE-	3,600.00	0.00	B
4-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
GASFAM	GASKOS FAMILY FARM	24-00246	blanket PO 2024	185.25	0.00	B
SUNFAR	SUNSET FARM MARKET GARDEN	24-00247	Blanket PO 2024	69.95	0.00	B
CICFAR	CICCONI FARMS, INC.	24-00898	blanket not to exceed \$2500	623.15	0.00	B
				<u>878.35</u>		
	Extd Total:	STREETS & ROADS MAINTENANCE		19,181.14		
	Department Total:	STREETS & ROAD		19,181.14		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
4-01-26-305-000-209	SOLID WASTE	Fees				
MAZMUL	MAZZA MULCH, INC.	24-01604	#1243836 BRUSH DISPOSAL MAY	660.00	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	24-01606	1232000 tires, bulky waste, fee	313.87	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	24-01608	#12343672 RECYCLING MAY 2024	13,676.40	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-01630	tipping fee May 16-31, 2024	36,360.47	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-01636	haul fee/ const. bulk 20yrd	2,849.95	0.00	
				<u>53,860.69</u>		
	Extd Total:	SOLID WASTE COLLECTION		53,860.69		
	Department Total:	SOLID WASTE		53,860.69		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
4-01-26-310-000-202	BUILDING & GND	Janitorial Supplies				
ALLAI005	ALLAIRE CHEMDRY	24-00801	general office cleaning at CH	288.00	0.00	
4-01-26-310-000-203	BUILDING & GND	Misc. Hardware				
BARGS005	BARG'S LAWN & GARDEN SHOP	24-01161	Misc Landscaping Supplies	724.58	0.00	B
KEMFLA	KEMPTON FLAG LLC	24-01536	Flagpole line Replacement	395.00	0.00	
				<u>1,119.58</u>		
4-01-26-310-000-204	BUILDING & GND	Building Supplies				
SHEWIL	THE SHERWIN WILLIAMS CO., INC.	24-00793	Misc Paint	70.80	0.00	B
DREYE005	DREYER'S LUMBER & HARDWARE INC	24-01101	Break Room Cabinetry	2,690.00	0.00	
GRAING	GRAINGER, INC.	24-01572	Squad Room Faucet	130.03	0.00	
				<u>2,890.83</u>		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-26-310-000-205	BUILDING & GND Electrical Supplies					
WARSH005 WARSHAUER ELECTRIC SUPPLY	24-01102 LED Lightbulbs			971.70	0.00	
GRAING GRAINGER, INC.	24-01603 Motor Run Capacitor			<u>120.80</u>	0.00	
				1,092.50		
4-01-26-310-000-210	BUILDING & GND Building Repairs					
FOUND010 FOUNDATION BUILDING MATERIALS	24-01529 Studs and Sheetrock			904.00	0.00	
4-01-26-310-000-218	BUILDING & GND Contract.Serv.					
CONTR005 CONTROLLED GROWTH, LLC	24-00929 2024 TURF CARE & FERTILIZER &			125.00	0.00	B
	Extd Total: BUILDINGS & GROUNDS			6,419.91		
	Department Total: BUILDING & GND			6,419.91		
	CAFR Total:			79,461.74		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
4-01-27-345-000-218	SOCIAL SERVICES Contract Services					
COSTCO COSTCO WHOLESALE	24-01618 MEMBERSHIP RENEWAL JULY 2024			30.00	0.00	
	Extd Total: SOCIAL SERVICES:			30.00		
	Department Total: PUBLIC ASST			30.00		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
4-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
OPTIMUM OPTIMUM	24-01575 #0786-196932-01-7 5/15 - 6/14			8.34	0.00	
	Extd Total: SENIOR CENTER			8.34		
	Department Total: SENIOR CENTER			8.34		
	CAFR Total:			38.34		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
4-01-28-370-000-290	RECREATION Programs/Activities					
COMME005 COMMERCIAL RECREATION	24-01249 splashpad opening			3,621.00	0.00	
WBMASON W.B.MASON CO., INC.	24-01447 summer camp/spraypark supplies			3,021.43	0.00	
AMAZO005 AMAZON.COM SERVICES	24-01503 summer camp items			<u>1,608.48</u>	0.00	
				8,250.91		
	Extd Total: RECREATION SERVICES & PROGRAM			8,250.91		
	Department Total: RECREATION			8,250.91		
	CAFR Total:			8,250.91		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
4-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
JCPL JCPL	24-01585 Various Accounts 4/26-5/24			21,583.54	0.00	

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4-01-31-435-435-299	LIGHT, HEAT & POWER Misc.		Continued			
NJAMER N.J. AMERICAN WATER CO.		24-01694	Various Accounts 5/3-6/4	9,636.47	0.00	
				31,220.01		
	Extd Total: LIGHT,HEAT,POW			31,220.01		
Extd:	STREET/TRAFFIC					
4-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL		24-01585	Various Accounts 4/26-5/24	2,401.24	0.00	
JCPL JCPL		24-01659	#200 000 001 293 Master Acct	915.27	0.00	
JCPL JCPL		24-01701	Various Accounts 4/24-5/23	1,599.58	0.00	
				4,916.09		
	Extd Total: STREET/TRAFFIC			4,916.09		
	Department Total: LIGHTING			36,136.10		
Department:	TELEPHONE					
Extd:	TELEPHONE					
4-01-31-440-000-299	TELEPHONE Misc.					
MONINT MONMOUTH INTERNET CORPORATION		24-01584	INVOICE #351826-M JUNE 2024	3,511.41	0.00	
VERZON VERIZON BUSINESS		24-01681	#152-069-551-0001-78 6/4-7/3	124.99	0.00	
VERIZON VERIZON WIRELESS		24-01705	#342269861-00001 5/5-6/4	1,567.97	0.00	
				5,204.37		
	Extd Total: TELEPHONE			5,204.37		
	Department Total: TELEPHONE			5,204.37		
Department:	GASOLINE					
Extd:	GASOLINE					
4-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		24-01650	#530550 UNLEADED FUEL 5/21/24	6,636.92	0.00	
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		24-01662	#14527 DIESEL FUEL 5/24/24	2,959.27	0.00	
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		24-01699	#544334 & #543163 FUEL 6/3 & 4	9,964.84	0.00	
				19,561.03		
	Extd Total: GASOLINE			19,561.03		
	Department Total: GASOLINE			19,561.03		
	CAFR Total:			60,901.50		
Department:	MUNIC COURT					
Extd:	MUNICIPAL COURT					
4-01-43-490-000-246	MUNIC COURT Postage					
GREFIN GREATAMERICA FINANCIAL SVCS.		24-01578	INV #36594114 JUNE 2024	145.00	0.00	
4-01-43-490-000-247	MUNIC COURT Leases					
BISDI005 BIS DIGITAL, INC.		24-01725	INV #99687 CONTRACT RENEWAL	875.00	0.00	
	Extd Total: MUNICIPAL COURT			1,020.00		
	Department Total: MUNIC COURT			1,020.00		

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Department: PUBLIC DEFEND. Extd: PUBLIC DEFENDER						
4-01-43-495-000-021	Fees					
THELA010	THE LAW OFFICE OF MATTHEW SAGE	24-01595	public defender fees may 2024	2,500.00	0.00	
	Extd Total: PUBLIC DEFENDER			2,500.00		
	Department Total: PUBLIC DEFEND.			2,500.00		
	CAFR Total:			3,520.00		
	Fund Total: CURRENT			352,969.76		
Fund: BEACH Department: UTILITY OE Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
4-05-55-502-000-206	BEACH UTILITY O/E: Purchase of Equipment					
AMAZ0005	AMAZON.COM SERVICES	24-01431	Surge Protectors	199.90	0.00	
4-05-55-502-000-209	BEACH UTILITY O/E: Custodial Supplies					
ATRAJ005	ATRA JANITORIAL SUPPLY CO. INC	24-01137	SUMMER JANITORIAL SUPPLIES	3,239.24	0.00	B
4-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
GRAING	GRAINGER, INC.	24-01441	Hand Dryer Controls	850.44	0.00	
JCPL	JCPL	24-01585	Various Accounts 4/26-5/24	469.43	0.00	
NJAMER	N.J. AMERICAN WATER CO.	24-01694	Various Accounts 5/3-6/4	2,009.94	0.00	
				3,329.81		
4-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	24-01277	5" Barrel Bolts	779.70	0.00	
4-05-55-502-000-214	BEACH UTILITY O/E: Lifeguard Supplies					
VERALP	V.E. RALPH & SON, INC.	24-01404	Beachfront-Life Guard Supplies	673.14	0.00	
4-05-55-502-000-215	BEACH UTILITY O/E: Lumber/Bldg. Supplies					
FERENT	FERGUSON ENTERPRISES INC.	24-00821	Misc Plumbing	34.31	0.00	B
DREYE005	DREYER'S LUMBER & HARDWARE INC	24-00832	Misc Beach Lumber	170.99	0.00	B
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	24-01571	Beachfront Screws Stock	331.96	0.00	
				537.26		
4-05-55-502-000-218	BEACH UTILITY O/E: Tools					
THEHAR	THE HARDWARE STORE	24-00907	Blanket for hardware purchases	280.49	0.00	B
4-05-55-502-000-219	BEACH UTILITY O/E: Vehicle					
MOTOR010	MOTORCYCLE MALL OF MONMOUTH	24-01381	VARIOUS PARTS FOR BEACH ATV'S	399.97	0.00	B
AKEQU005	A&K EQUIPMENT COMPANY INC.	24-01455	BEACH ATV TOOL BOX STORAGE	263.49	0.00	
JESCO	JESCO, INC.	24-01461	#HB1413 BEACH TRACTOR WIRE HAR	3,543.74	0.00	
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	24-01542	VARIOUS PARTS BLANKET	9.81	0.00	B
				4,217.01		

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4-05-55-502-000-225	UTILITY OE Engineering Fees					
TMASSO	T & M ASSOCIATES	24-01589	SE464012 NJDEP Beach & Dune	1,284.00	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			14,540.55		
	Department Total: UTILITY OE			14,540.55		
	CAFR Total:			14,540.55		
	Fund Total: BEACH			14,540.55		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
4-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
ATLAN015	ATLANTIC SOLAR FILM	24-01416	Parking Office Window Tint	375.00	0.00	
WBMASON	W.B.MASON CO., INC.	24-01418	Office Supplies 5/15/24	250.70	0.00	
KEPSPR	KEPWEL SPRING WATER	24-01583	ACCT #117290 MAY 2024	12.00	0.00	
				637.70		
4-06-55-502-000-210	TRANS.UTILITY O/E: Signs					
CRAPRI	CRAFTMASTER PRINTING, INC.	24-01514	Beach Meter Decals	490.70	0.00	
4-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO	IPS GROUP, INC.	24-00879	Parking Kiosk Faceplates	1,272.54	0.00	
IPSGRO	IPS GROUP, INC.	24-01688	INV97869 May 2024 DNS Fees	7,827.00	0.00	
				9,099.54		
4-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PAYBY005	PAYBYPHONE US, INC.	24-01685	INVUS848 May Trans Fees	727.40	0.00	
4-06-55-502-000-214	TRANS.UTILITY O/E: Dues/Conferences					
JAMES010	James Bonanno	24-01686	APA Annual Fee REIMBURSEMENT	728.00	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			11,683.34		
	Department Total: UTILITY OE			11,683.34		
4-06-55-507-000-101	CAPITAL OUTLAY: BANGS & PROSPECT					
TMASSO	T & M ASSOCIATES	22-02806	SAFE ROUTES TO TRANSIT	2,671.06	0.00	B
	Extd Total:			2,671.06		
	Department Total:			2,671.06		
	CAFR Total:			14,354.40		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			14,354.40		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
4-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
WINCOR	WINZER CORPORATION	24-00103	Consumable Shop Supplies	748.42	0.00	
GRAING	GRAINGER, INC.	24-01498	Restroom/Lab Paper Supplies	1,145.32	0.00	
KEPSPR	KEPWEL SPRING WATER	24-01583	ACCT #117290 MAY 2024	12.00	0.00	
				1,905.74		

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4-07-55-502-000-205 MAINTAI MAINTAINCO, INC.	SEWER UTILITY O/E: Repairs	24-01569	Forklift Charger Repair 3/22	475.50	0.00	
4-07-55-502-000-206 LONGO LONGO ELECTRICAL MECHANICAL	SEWER UTILITY O/E: Purchase of Equipment	24-00962	Replacement RBC Motor	1,421.33	0.00	
4-07-55-502-000-209 LYONS005 LYONS ENVIRONMENTAL SERVICES	SEWER UTILITY O/E: Fees	24-01605	#APSA0524 WWTP TESTING MAY	1,325.00	0.00	
4-07-55-502-000-211 JCPL JCPL NJAMER N.J. AMERICAN WATER CO.	SEWER UTILITY O/E: Light & Power	24-01585	Various Accounts 4/26-5/24	43,043.78	0.00	
		24-01694	Various Accounts 5/3-6/4	886.41	0.00	
				43,930.19		
4-07-55-502-000-218 THEHAR THE HARDWARE STORE	SEWER UTILITY O/E: Contract Services	24-01234	Blanket for hardware items	39.99	0.00	B
4-07-55-502-000-220 NJAMER N.J. AMERICAN WATER CO.	SEWER UTILITY O/E: Accounting	24-01657	4000284148 data usage 7/2024	403.82	0.00	
4-07-55-502-000-224 RUSREI RUSSELL REID WASTE HAULING & PASVAL PASSAIC VALLEY SEWERAGE COM.	SEWER UTILITY O/E: Sludge Removal	24-01637	Sludge Transport May 2024	29,552.25	0.00	
		24-01669	INVOICE #523460 MAY 2024	12,881.75	0.00	
				42,434.00		
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			91,935.57		
	Department Total: UTILITY OE			91,935.57		
	CAFR Total:			91,935.57		
	Fund Total: SEWER UTILITY: BUDGET:			91,935.57		
	Year Total:			473,800.28		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Odr. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001	Section 20 Costs					
TMASSO T & M ASSOCIATES		23-01422	FIRE HEADQUARTERS CONSTRUCTION	22,016.24	0.00	B
TMASSO T & M ASSOCIATES		24-00322	LSRP SERVICES FD HEADQUARTERS	535.15	0.00	B
				22,551.39		
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			22,551.39		
	Department Total:			22,551.39		
	CAFR Total:			22,551.39		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			22,551.39		
Fund:	PARKING CAPITAL					
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-901	Section 20 Costs					
TMASSO T & M ASSOCIATES		20-03383	Reso 2020-303 Memorial Dr.	5,925.78	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			5,925.78		
	Department Total: Ord. 2020-8 Memorial Drive Paving			5,925.78		

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Department: Ord. 2022-8 Various Rd. Improvements						
Extd: Ord. 2022-8 Various Rd. Improvements						
C-09-17-909-000-904	Section 20 Costs					
TMASSO T & M ASSOCIATES		22-01654	MONROE, COMSTOCK & EIGHT ROADS	26,832.22	0.00	B
	Extd Total: Ord. 2022-8 Various Rd. Improvements			26,832.22		
	Department Total: Ord. 2022-8 Various Rd. Improvements			26,832.22		
	CAFR Total:			32,758.00		
	Fund Total: PARKING CAPITAL			32,758.00		
	Year Total:			55,309.39		
Fund: GRANT FUND BUDGET:						
G-02-43-956-022-213	Safe Routes to Transit Bangs Prospect					
TMASSO T & M ASSOCIATES		22-02806	SAFE ROUTES TO TRANSIT	2,794.20	0.00	B
G-02-43-956-022-214	NJ DOT Asbury Ave. Bikeway Project					
TMASSO T & M ASSOCIATES		23-03019	ASBURY AVE BIKEWAY IMPROVEMENT	2,899.52	0.00	B
G-02-43-956-022-217	Opiod Settlement Funds					
THERA005 THERAMANAGER, LLC		23-01950	CASE MANAGEMENT SOFTWARE	230.00	0.00	B
AMAZO005 AMAZON.COM SERVICES		24-01553	ID supply and equipment	65.89	0.00	
				295.89		
	Extd Total:			5,989.61		
	Department Total:			5,989.61		
G-02-43-974-023-200	UEZ Micro-Business Lease Assistance					
BARBI005 BARBIE'S HAIR LLC		23-03386	LEASE SUBSIDY GRANT UEZ	311.52	0.00	B
ENDLE005 ENDLESS WAVES LLC		24-01629	BLANKET - LEASE SUBSIDY PROG	432.68	0.00	B
ASBUR060 ASBURY BOOK COOPERATIVE		24-01631	LEASE SUBSIDY PMNT #6	824.00	0.00	
BASIN005 BASIN BAR, LLC		24-01635	REMAINING 3 PMNTS @ \$260.30 EA	260.30	0.00	B
VALEXP VALUE EXPRESS INC.		24-01638	LEASE SUBSIDY BLANKET - \$3000	500.00	0.00	B
				2,328.50		
	Extd Total:			2,328.50		
	Department Total:			2,328.50		
G-02-43-980-024-200	Mental Health Grant 2024					
DOUSCH DOUGLAS SCHULTZ		24-01750	REIMBURSEMENT Prof License Fee	250.00	0.00	
	Extd Total:			250.00		
	Department Total:			250.00		
G-02-43-982-024-200	Redevelopers Contribution					
INSPSY INSTITUTE FOR FORENSIC		24-01599	#20491 EVAULTATIONS 5/16 & 5/23	450.00	0.00	
	Extd Total:			450.00		
	Department Total:			450.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-984-024-201	Municipal Share					
TMASSO T & M ASSOCIATES		24-01521	BOUNDARY & TOPOGRAPHIC SURVEY	562.40	0.00	B
ARCAR005 ARCARI & IOVINO ARCHITECTS, PC		24-01524	Invoice 240523 Public Restroom	6,125.00	0.00	
ARCAR005 ARCARI & IOVINO ARCHITECTS, PC		24-01623	Invoice 240624 Boardwalk	6,125.00	0.00	
				12,812.40		
	Extd Total:			12,812.40		
	Department Total:			12,812.40		
	CAFR Total:			21,830.51		
	Fund Total: GRANT FUND BUDGET:			21,830.51		
	Year Total:			21,830.51		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
SPCA MONMOUTH COUNTY SPCA		24-01450	Animal control thru 3/31	37.50	0.00	
NJDEPH NJ DEPT.HEALTH/SNR.SERV.		24-01647	Dog report May 2024	15.60	0.00	
				53.10		
	Extd Total:			53.10		
	Department Total:			53.10		
	CAFR Total:			53.10		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			53.10		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2020 CDBG B20MC340100 CFDA 14.218					
T-17-78-850-850-001	2020 Administration					
CRAPRI CRAFTMASTER PRINTING, INC.		24-01535	Fliers/Signs for Skate Party	699.00	0.00	
	Extd Total: 2020 CDBG B20MC340100 CFDA 14.218			699.00		
	Department Total:			699.00		
	CAFR Total:			699.00		
Extd:	2022 CDBG B-22-MC-34-0100					
T-17-81-850-850-005	2022 Community Events					
ORITRA ORIENTAL TRADING CO., INC.		24-00251	Easter Supplies for Egg Hunt	1,539.90	0.00	
	Extd Total: 2022 CDBG B-22-MC-34-0100			1,539.90		
	Department Total:			1,539.90		
	CAFR Total:			1,539.90		
Extd:	2023 CDBG 23-MC-34-0100					
T-17-82-850-850-001	2023 Administration					
THECOA THE NEW COASTER, LLC		24-01746	#61574 2-Day Skate Party Ad	700.00	0.00	
T-17-82-850-850-003	2023 Community Events					
AMAZO005 AMAZON.COM SERVICES		24-01615	roller Skate Party Supplies	105.40	0.00	
KONAI005 KONA ICE OF ASBURY PARK		24-01653	Ice for Skate Party 6/17/24	300.00	0.00	

Attachment: Bill List 6-26-24 (2024-318 : Payment of Bills)

June 17, 2024
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-17-82-850-850-003 INTNEI	2023 Community Events INTERFAITH NEIGHBORS, INC.		Continued			
		24-01755	Food for Skate Party	727.57	0.00	
				1,132.97		
	Extd Total: 2023 CDBG 23-MC-34-0100			1,832.97		
	Department Total:			1,832.97		
	CAFR Total:			1,832.97		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			4,071.87		
Fund:	TRUST OTHER					
T-20-56-850-860-801 NJLABO	Reserve for Unemployment Compensation NJ DEPT.OF LABOR:DIV.OF EMPLOY		24-01580 Reporting period 10/30/22	84.20	0.00	
	Extd Total:			84.20		
T-20-56-850-878-801 ORITRA	Reserve for Recreation ORIENTAL TRADING CO., INC.		24-00914 rock n roll lollipops	284.86	0.00	
	Extd Total:			284.86		
	Department Total:			369.06		
	CAFR Total:			369.06		
	Fund Total: TRUST OTHER			369.06		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
Department:	CAP. IMP. FUND					
T-21-00-511-000-299 JACSER	1405 4TH AVENUE(1405 4TH,LLC) JACK A. SERPICO		24-01570 PB & ZB LEGAL SERVICES	127.50	0.00	
	Extd Total:			127.50		
	Department Total: CAP. IMP. FUND			127.50		
T-21-00-526-000-299 TMASSO	527 BANGS-INSPECTIONS (PEARLBUD REALTY) T & M ASSOCIATES		24-01590 SE464000 Pearlebud Realty LLC	423.50	0.00	
	Extd Total:			423.50		
	Department Total:			423.50		
T-21-00-545-000-299 TMASSO	900-904 SPRINGWOOD(MEMORIAL AVE HOLDING) T & M ASSOCIATES		24-01592 SE464052 900-904 Springwood	2,495.50	0.00	
	Extd Total:			2,495.50		
	Department Total:			2,495.50		
T-21-00-551-000-299 TMASSO	700 MONROE AVE(MONROE AVENUE REALTY,LLC) T & M ASSOCIATES		24-01593 SE464006 700 Monroe Ave.	2,225.50	0.00	
	Extd Total:			2,225.50		
	Department Total:			2,225.50		

Attachment: Bill List 6-26-24 (2024-318 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Page No. 17

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-558-000-299	138 ELIZABETH AVENUE(CEVIN ALBERT)					
JACSER	JACK A. SERPICO	24-01570	PB & ZB LEGAL SERVICES	112.50	0.00	
INSENG	INSITE ENGINEERING, LLC	24-01671	Insite 211 Dewitt and 138 Eliz	295.00	0.00	
				407.50		
	Extd Total:			407.50		
	Department Total:			407.50		
T-21-00-573-000-299	205 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)					
TMASSO	T & M ASSOCIATES	24-01591	SE464004 PHM Sunset Square	129.75	0.00	
TMASSO	T & M ASSOCIATES	24-01690	Invoice SE62453 PHM Sunset	1,145.50	0.00	
				1,275.25		
	Extd Total:			1,275.25		
	Department Total:			1,275.25		
T-21-00-589-000-299	211 DEWITT(MONMOUTH INVESTMENT PARTNERS)					
JACSER	JACK A. SERPICO	24-01570	PB & ZB LEGAL SERVICES	765.00	0.00	
INSENG	INSITE ENGINEERING, LLC	24-01671	Insite 211 Dewitt and 138 Eliz	300.00	0.00	
				1,065.00		
	Extd Total:			1,065.00		
	Department Total:			1,065.00		
T-21-00-597-000-299	407 LAKE AVE(INS.P.FEES)(TOLL BROS.INC.)					
TMASSO	T & M ASSOCIATES	24-01690	Invoice SE62453 PHM Sunset	259.50	0.00	
	Extd Total:			259.50		
	Department Total:			259.50		
T-21-00-599-000-299	614 COOKMAN AVE(ASBURY PARK BREWERY,LLC)					
JACSER	JACK A. SERPICO	24-01574	PB & ZB LEGAL SVS	680.00	0.00	
	Extd Total:			680.00		
	Department Total:			680.00		
T-21-00-614-000-299	614 COOKMAN AVENUE(INS)(614 COOKMAN,LLC)					
TMASSO	T & M ASSOCIATES	24-01729	Invoice SE464002 614 Cookman	1,643.50	0.00	
	Extd Total:			1,643.50		
	Department Total:			1,643.50		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			10,602.75		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			10,602.75		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-819	5TH AVE.PAVILION(MADISON ASBURY RETAIL)					
MARFAL	MARAZITI FALCON, LLP	24-01413	PROFESSIONAL SERVICES RENDERED	552.50	0.00	
T-48-56-850-000-826	202 7TH AVE(202 SEVENTH AVE.LLC/FASANO)					
MARFAL	MARAZITI FALCON, LLP	24-01413	PROFESSIONAL SERVICES RENDERED	227.50	0.00	

Attachment: Bill List 6-26-24 (2024-318 : Payment of Bills)

June 17, 2024
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-833	1201 MEMORIAL(DOUGLAS DEVELOPMENT CORP)					
HILLW005 HILL WALLACK LLP	24-01626 Invoice 763585 Pedal Boats			315.00	0.00	
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-01632 Invoice 5719 EALC Murnick			<u>1,198.05</u>	0.00	
				1,513.05		
T-48-56-850-000-840	614 COOKMAN AVE(ASBURY PARK BREWERY,LLC)					
HILLW005 HILL WALLACK LLP	24-01626 Invoice 763585 Pedal Boats			70.00	0.00	
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-01627 Invoice 5726 614 Cookman			<u>624.75</u>	0.00	
				694.75		
T-48-56-850-000-846	407 LAKE AVENUE(TOLL ASBURY PARK, LLC)					
MARFAL MARAZITI FALCON, LLP	24-01413 PROFESSIONAL SERVICES RENDERED			390.00	0.00	
T-48-56-850-000-850	115 4TH AVENUE(SOMERSET ASBURY PARK,LLC)					
MARFAL MARAZITI FALCON, LLP	24-01413 PROFESSIONAL SERVICES RENDERED			4,768.21	0.00	
T-48-56-850-000-855	1401 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)					
MARFAL MARAZITI FALCON, LLP	24-01413 PROFESSIONAL SERVICES RENDERED			2,470.00	0.00	
T-48-56-850-000-856	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-01632 Invoice 5719 EALC Murnick			169.05	0.00	
T-48-56-850-000-857	201 6TH/KINGLSEY(AP LUXURY APTS.&RESORT)					
MARFAL MARAZITI FALCON, LLP	24-01413 PROFESSIONAL SERVICES RENDERED			2,892.50	0.00	
T-48-56-850-000-860	911 KINGSLEY STREET(LITTLE DINK, LLC)					
MARFAL MARAZITI FALCON, LLP	24-01413 PROFESSIONAL SERVICES RENDERED			390.00	0.00	
T-48-56-850-000-862	1001 1ST AVENUE(ASBURY PARK FIRST)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-01632 Invoice 5719 EALC Murnick			58.80	0.00	
T-48-56-850-000-864	701 EMORY STREET(JET RED AP, LLC)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-01632 Invoice 5719 EALC Murnick			147.00	0.00	
T-48-56-850-000-867	900-904 SPRINGWOOD(MEMORIAL AVE.HOLDINGS					
ARCHGR ARCHER & GREINER, P.C.	24-01597 Invoice 4319969 900-904			227.50	0.00	
T-48-56-850-000-870	BLOCK 4306(ASBURY PARTNERS, LLC)					
MARFAL MARAZITI FALCON, LLP	24-01413 PROFESSIONAL SERVICES RENDERED			552.50	0.00	
T-48-56-850-000-871	1106 MAIN STREET(MERCY CENTER CORP.)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-01610 Invoice 5606 Mercy Center			588.00	0.00	
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-01643 Invoice 5431 Mercy Center			<u>500.00</u>	0.00	
				1,088.00		
Extd Total:				16,141.36		
Department Total:				16,141.36		
CAFR Total:				16,141.36		
Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW				16,141.36		

Attachment: Bill List 6-26-24 (2024-318 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	CITY OF ASBURY PARK CONCESSIONS ESCROW					
T-49-56-850-000-801 HILLW005 HILL WALLACK LLP	SURF LESSONS CONC.(SUMMERTIMESURF,LLC)	24-01626	Invoice 763585 Pedal Boats	210.50	0.00	
T-49-56-850-000-803 HILLW005 HILL WALLACK LLP	AP PEDAL BOATS(SUNSHINE PRODUCTIONS,LLC)	24-01626	Invoice 763585 Pedal Boats	52.50	0.00	
Extd Total:				263.00		
Department Total:				263.00		
CAFR Total:				263.00		
Fund Total: CITY OF ASBURY PARK CONCESSIONS ESCROW				263.00		
Year Total:				31,501.14		
Total Charged Lines:	519	Total List Amount:	586,557.56	Total Void Amount:	0.00	

Attachment: Bill List 6-26-24 (2024-318 : Payment of Bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	3-01	4,116.24	0.00	0.00	4,116.24
CURRENT	4-01	352,969.76	0.00	0.00	352,969.76
BEACH	4-05	14,540.55	0.00	0.00	14,540.55
TRANSPORTATION UTILITY: BUDGET:	4-06	14,354.40	0.00	0.00	14,354.40
SEWER UTILITY: BUDGET:	4-07	91,935.57	0.00	0.00	91,935.57
Year Total:		473,800.28	0.00	0.00	473,800.28
GENERAL CAPITAL FUND BUDGET:	C-04	22,551.39	0.00	0.00	22,551.39
PARKING CAPITAL	C-09	32,758.00	0.00	0.00	32,758.00
Year Total:		55,309.39	0.00	0.00	55,309.39
GRANT FUND BUDGET:	G-02	21,830.51	0.00	0.00	21,830.51
ANIMAL CONTROL FUND BUDGET:	T-12	53.10	0.00	0.00	53.10
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	4,071.87	0.00	0.00	4,071.87
TRUST OTHER	T-20	369.06	0.00	0.00	369.06
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	10,602.75	0.00	0.00	10,602.75
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	16,141.36	0.00	0.00	16,141.36
CITY OF ASBURY PARK CONCESSIONS ESCRO	T-49	263.00	0.00	0.00	263.00
Year Total:		31,501.14	0.00	0.00	31,501.14
Total of All Funds:		586,557.56	0.00	0.00	586,557.56

June 26, 2024 Council Meeting:

Balance Brought Forward from Total List Amount	586,557.56
ASHI Acquisition Company (PO 24-01568)	<u>219.34</u>
	<u>\$ 586,776.90</u>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-319

Resolution authorizing payment for emergency sewer repairs needed at 1124 First Avenue to S. Brothers, Inc totaling \$14,634.00 utilizing Sewer O&E Funds. Emergency declared on 5/23/24.



RESOLUTION NO. 2024-319

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

RESOLUTION AUTHORIZING PAYMENT FOR EMERGENCY SEWER REPAIRS NEEDED AT 1124 FIRST AVENUE

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for emergency sewer repairs needed at 1124 First 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 authorizes payment to S. Brothers, Inc. in the amount of \$14,634.00 for emergency sewer repairs needed at 1124 First Avenue; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Sewer Account 4-07-55-502-000-205. The maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes payment to S. Brothers, Inc. in the amount of \$14,634.00 for emergency sewer repairs needed at 1124 First Avenue.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Manager, Department of Public Works Deputy Director and Purchasing Agent.

I, LISA ESPOSITO, 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. 2024-319 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK

S BROTHERS INC.

PO Box 317
South River NJ 08882**Invoice**

Date	Invoice #
5/30/24	3779

Bill To
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712

P.O. No.	Terms	Project
	1st voucher	

Item	Description	Qty	Rate	Previous Qty	Total Qty to...	Amount
	Project: 1124 First Avenue Emergency Repair - 5/24/24 Excavate and locate broken storm drain pipe, encountered sewer lateral 4" clay pipe, broken due to storm collapse, replaced storm section and sewer pipe section, backfilled, compacted and paved					
1	Hours super at above project	8	108.00	0	8	864.00
2	Hours laborers (3 @ 8 hours each)	24	106.00	0	24	2,544.00
3	Hours machine operator	8	120.00	0	8	960.00
4	Hours trucking and driver	8	220.00	0	8	1,760.00
5	Hours 2nd truck and driver	4	220.00	0	4	880.00
6	Load of excavated materials	1	510.00	0	1	510.00
7	tons of 3/4 clean stone	7	35.00	0	7	245.00
8	tons of RCA	15	16.00	0	15	240.00
9	L ft of 18" HDP pipe	12	27.00	0	12	324.00
10	Each 18" fernco	2	196.00	0	2	392.00
11	each 4" fernco	2	62.00	0	2	124.00
12	L ft 4" PVC sewer pipe	6	6.00	0	6	36.00
13	Tons HMA 19M64 asphalt	7	120.00	0	7	840.00
14	Day roller	1	270.00	0	1	270.00
15	Day Backhoe	1	480.00	0	1	480.00
16	Day excavator	1	820.00	0	1	820.00
17	Day compressor	1	160.00	0	1	160.00
18	Day road saw	1	130.00	0	1	130.00
19	Each saw blade	1	95.00	0	1	95.00
20	Day jumping jack	1	140.00	0	1	140.00
21	Day plate compactor	1	120.00	0	1	120.00

It Has Been A Pleasure Working With You!
We Appreciate Your Prompt Payment**Total**email: SBrothers1@hotmail.com
732-446-0076 fax
732-446-3390 phone**Payments/Credits****Balance Due**

Attachment: S BROTHERS INVOICE #3779 (2024-319 : Authoring Payment for Emergency Sewer Repairs Needed at First Avenue)

S BROTHERS INC.

PO Box 317
South River NJ 08882**Invoice**

Date	Invoice #
5/30/24	3779

Bill To
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712

		P.O. No.	Terms	Project		
			1st voucher			
Item	Description	Qty	Rate	Previous Qty	Total Qty to...	Amount
22	LS mobilization / demobilization	1	1,400.00	0	1	1,400.00
23	LS traffic detour setup, devices and removal	1	1,300.00	0	1	1,300.00
It Has Been A Pleasure Working With You! We Appreciate Your Prompt Payment				Total		
email: SBrothers1@hotmail.com 732-446-0076 fax 732-446-3390 phone						
				Payments/Credits		
				Balance Due		

Attachment: S BROTHERS INVOICE #3779 (2024-319 : Authoring Payment for Emergency Sewer Repairs Needed at First Avenue)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-320

Resolution authorizing the purchase of a commercial lawn mower for the Department of Public Works from Cherry Valley Tractor Sales, Inc. in the amount of \$11,403.24 from the ESCNJ Co-Op contract #22/23-12 utilizing Streets & Roads O&E funds.



RESOLUTION NO. 2024-320

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

RESOLUTION AUTHORIZING THE PURCHASE OF A COMMERCIAL LAWN MOWER FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City of Asbury Park ("City") has a need to purchase a new Kubota commercial lawn mower for the Department of Public Works; and

WHEREAS, the City has obtained a quote from Cherry Valley Tractor Sales totaling \$11,403.24 under the Educational Service Commission of New Jersey Cooperative (ESCNJ) Contract #22/23-12; and

WHEREAS, the City of Asbury Park is desirous of purchasing a new Kubota commercial lawn mower in the amount of \$11,403.24; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 4-01-26-290-000-206. 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 the purchase of a new Kubota commercial lawn mower for the Department of Public Works in the amount of \$11,403.24 to Cherry Valley Tractor Sales and a copy of this Resolution shall be provided to the Department of Public Works Deputy Director, City Manager, CFO and Director of Purchasing.

I, LISA ESPOSITO, 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. 2024-320 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 28th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK

TERMS AND CONDITIONS

- Sale is not final until this purchase order is signed by Seller and Buyer.
- No Warranties Express or Implied: Seller makes no warranties, express or implied by law, as to the product(s) set forth in this purchase order, and Seller specifically disclaims any implied warranty of merchantability or fitness for a particular purpose and any liability for consequential damages, including loss of income.
- Manufacturer's Price Increase: Manufacturer has reserved the right to change the price of products to Seller without notice. In the event the price to Seller of the product(s) ordered by Buyer is changed by Manufacturer prior to its delivery to Buyer, Seller reserves the right to change the cash delivery price to Buyer. If the cash delivery price is increased by Seller, Buyer may, if dissatisfied with the higher figure, cancel this order.
- Delays in Delivery: Buyer understands and agrees that Seller shall not be held responsible for any loss, damage, detention, delay, or failure to deliver resulting from any cause which is unavoidable or beyond Seller's reasonable control, including, but not limited to, fire, flood, natural disaster, strike or labor disturbance, accident, vandalism, riot or insurrection, war, any order, decree, law, or regulation of any court, government, or governmental
- In the event that this purchase order is canceled by mutual written consent of Seller and Buyer, or if Seller is unable to make delivery of said product(s) for any of the reasons specified herein, Seller shall return and Buyer shall accept any of the monies paid for the product(s) in full discharge of any obligations of Seller to Buyer hereunder.
- No Modification Unless in Writing: Buyer agrees that all previous communications between Seller and Buyer, either verbal or written, with reference to the subject matter of this purchase order, are hereby abrogated. Buyer further agrees that no modification hereof shall be binding upon Seller unless said modification is in writing and agreed to and accepted in writing by an officer or authorized representative of Seller.
- Choice of Law and Forum: In the event that a dispute arises under this purchase order, Buyer and Seller agree that said dispute shall be governed by the law of the State of New Jersey, and Buyer and Seller agree that the dispute will be adjudicated in the State of New Jersey, and Buyer agrees to submit to jurisdiction of said court.
- Attorney's Fees: In the event that Seller turns a dispute arising under this purchase order to an attorney and prevails in said dispute, Buyer understands and agrees that Buyer will be liable for either, at Seller's choice, stipulated attorney's fees in the sum of twenty (20) percent of the unpaid balance of this purchase order, or actual attorney's fees incurred by Seller resolving the dispute to conclusion.

Cherry Valley Tractor Sales
 35 West Route 70
 Marlton, NJ, 08053
www.cherryvalleytractor.com



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-321

Resolution approving change order #1 for the Transportation Center Renovation Project in the amount of \$2,756.81. This change order represents the additional generator conduit and wiring needed.



RESOLUTION NO. 2024-321

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

RESOLUTION APPROVING CHANGE ORDER #1 THE TRANSPORTATION CENTER RENOVATIONS PROJECT

WHEREAS, the City Council of Asbury Park awarded a contract to Shorelands Construction on September 29, 2022 for Transportation Center Renovations via Resolution #2022-404; and

WHEREAS, the original contract amount approved by the City Council was in the sum of one million sixty-three thousand (\$1,063,000.00); and

WHEREAS, the City Architect is requesting Change Order #1 in the amount of \$2,756.81; and

WHEREAS, Change Order #1 represents additional conduit and wiring needed for the generator resulting in an additional amount of two thousand seven hundred fifty-six dollars and eighty-one cents (\$2,756.81) net change to the contract; and

WHEREAS, the Chief Financial Officer has certified there are sufficient funds in the Grant Fund account G-02-43-956-022-206 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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth and State of New Jersey that this Change Order 1 shall not exceed two thousand seven hundred fifty-six dollars and eighty-one cents (\$2,756.81).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 1 on behalf of the Governing Body.

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

BE IT FURTHER RESOLVED that a certification of availability of funds shall be

attached to the original copy of this resolution and kept in the files of the City Clerk.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the CFO, Shorelands Construction, Inc., City Architects, City Purchasing Agent and City Manager.

I, LISA ESPOSITO, 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. 2024-321 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK

AIA® Document G701® – 2017
Change Order

PROJECT: (Name and address) Asbury Park Transportation Center Renovation 111 Main Street Asbury Park, NJ 07712	CONTRACT INFORMATION: Contract For: General Construction Date:	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: June 5, 2024
OWNER: (Name and address) City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712	ARCHITECT: (Name and address) Arcari + Iovino Architects, P.C. One Katherine Street Little Ferry, NJ 07643	CONTRACTOR: (Name and address) Shorelands Construction, Inc. 7 Columbus Drive Monmouth Beach, NJ 07750

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Additional work for generator installation. Add \$2,756.81

The original Contract Sum was	\$ 1,063,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,063,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 2,756.81
The new Contract Sum including this Change Order will be	\$ 1,065,756.81

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Arcari + Iovino Architects, P.C.
ARCHITECT (Firm name)

SIGNATURE

Anthony Iovino, President
PRINTED NAME AND TITLE

DATE

Shorelands Construction, Inc.
CONTRACTOR (Firm name)

SIGNATURE

Bryan Keushen, V. President
PRINTED NAME AND TITLE

DATE

City of Asbury Park
OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

SERVING
MONMOUTH AND
MIDDLESEX COUNTIES



LICENSE #7373
BONDED AND INSURED
OFFICE/FAX: 732-521-3136
CELL- 732-233-9149

Owner: Shorelands Construction, Inc.	Job Name: Asbury Park Transportation Center	Job #
Address: 175 Washington Street, Long Branch, NJ 07740	Change Order Request: Additional Conduit and Wiring for Generator	
	Date: 6/27/23	
Change Order SCOPE OF WORK: - Addition circuits (4 ea) and conduit - 30ft PVC - 40 FT EMT - 720 Ft #10 THHN wire - Conduit and wiring for generator heater - Three (3) receptacles for battery charger, lock heater and FI - One (1) core drill		
ASSUMPTIONS/EXCLUSIONS: - Per original proposal/subcontract agreement		
Anna Electric proposes hereby to furnish labor and material – complete in accordance with the above specifications for the sum of: Change Order: \$2,756.81 With payments to be made as follows: <u>Net 30</u>		
Any alteration or deviation from above scope of work involving extra costs will be executed only upon written order, and will become and extra change, over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond Anna Electric Control.		Respectfully Submitted <u>Anna Electric</u> Note: This proposal may be withdrawn if not accepted within _____ days.
Acceptance of Proposal		
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlines above.		Signature _____ Date of Acceptance _____

This is an estimate only, not a contract for services. This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started.

This estimate and any attachments are considered confidential and shall not be published, copied, loaned or distributed in whole or in part, or used for any purpose other than for which they were intended.

Slava,

See CO#1 for your signature. Please forward the signed change order form to the Tracy Lizardi for final approval. Please copy me on all correspondence. Typically, all change orders should be approved in writing before any additional work is completed. I spoke to Tracy and she was made aware that this change order was applied for after the work has been completed. This change order will be presented to the next mayor and council meeting for approval.

Thank you,



One Katherine Street
Little Ferry, NJ 07643
201 641-0600

Ralph Justo

www.aiarchs.com

From: Slava shorelandsmbnj.com <slava@shorelandsmbnj.com>

Sent: Tuesday, June 4, 2024 9:06 AM

To: Kim Walsh <kim@shorelandsmbnj.com>; Ralph Justo <rjusto@aiarchs.com>

Cc: Christie Brown <christie@shorelandsmbnj.com>; Bryan Keeshen <bryan@shorelandsmbnj.com>

Subject: RE: Asbury Park TC

Here is the generator upgrade change order attached this additional work is in the result of engineer's review comments for adding additional generator options that couldn't be provided with the specked generator.

Plumbing change order will be credited to the HVAC credit, so there is no charge to the owner for gas pipe relocation.

Thanks

Sincerely

Slava Grigorian

Shorelands Construction, INC
175 Washington Street
Long Branch, NJ, 07740
Cell (732) 930-3042
Tel (732) 229-4064
Fax (732) 272-1720

This e-mail is confidential. It may also be legally privileged. If you are not the addressee you may not copy, forward, disclose or use any part of it. If you have received this message in error, please delete it and all copies from your system and notify the sender immediately by return e-mail. Internet communications cannot be guaranteed to be timely, secure, error or virus-free. The sender does not accept liability for any errors or omissions.

Tracy Lizardi

From: Ralph Justo <rjusto@aiarchs.com>
Sent: Wednesday, June 5, 2024 1:20 PM
To: Tracy Lizardi
Cc: 'Slava shorelandsmbnj.com'; 'Kim Walsh'; 'Christie Brown'; 'Bryan Keeshen'
Subject: [EXTERNAL] FW: Asbury Park TC
Attachments: 4397_001.pdf

Tracy,
 See the attached CO#1 for your review and approval.

Thank you,



One Katherine Street
 Little Ferry, NJ 07643
 201 641-0600

Ralph Justo

www.aiarchs.com

From: Kim Walsh <kim@shorelandsmbnj.com>
Sent: Wednesday, June 5, 2024 12:42 PM
To: Ralph Justo <rjusto@aiarchs.com>; Slava shorelandsmbnj.com <slava@shorelandsmbnj.com>
Cc: Christie Brown <christie@shorelandsmbnj.com>; Bryan Keeshen <bryan@shorelandsmbnj.com>
Subject: RE: Asbury Park TC

Please see attached signed change order #1

Please note: my email address has changed to kim@shorelandsmbnj.com

Kim Walsh
Shorelands Construction Inc.
 175 Washington St.
 Long Branch, NJ 07740
 732-229-4064
 732-272-1720 (fax)
kim@shorelandsmbnj.com

From: Ralph Justo <rjusto@aiarchs.com>
Sent: Wednesday, June 5, 2024 10:01 AM
To: Slava shorelandsmbnj.com <slava@shorelandsmbnj.com>; Kim Walsh <kim@shorelandsmbnj.com>
Cc: Christie Brown <christie@shorelandsmbnj.com>; Bryan Keeshen <bryan@shorelandsmbnj.com>
Subject: RE: Asbury Park TC

Attachment: SHORELANDS CONSTRUCTION CHANGE ORDER 1 (2024-321 : Change Order #1 for the Transportation Center Renovations



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-322

Resolution authorizing an award to LEW Environmental Services for Certified Lead-Based Paint Inspection and Testing Services.



RESOLUTION NO. 2024-322

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

RESOLUTION AUTHORIZING AND AWARDING TO LEW ENVIRONMENTAL SERVICES FOR LEAD-BASED PAINT INSPECTION AND TESTING SERVICES

WHEREAS, on June 6, 2024 the Purchasing Agent accepted a sole proposal, Request for Qualifications (RFQ), for Certified Lead-Based Inspection and Testing Services; and

WHEREAS, the City reserves the right to award the contract to the lowest responsible bidder which best serves the City's operating needs and;

WHEREAS, the Chief Financial Officer has certified that funds are available in Account Number T-20-56-862-000-001. The maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for Certified Lead-Based Paint Inspection and Testing Services to LEW Environmental Services.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Manager. Director of Community Development and Director of Purchasing.

I, LISA ESPOSITO, 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. 2024-322 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK

Lead Inspection Services for the City of Asbury Park Cost Proposal

LEW would like to thank you for allowing us this opportunity to be of service and proposes to perform the above stated services for the following amount.

**LEW Environmental Website Scheduling
and Management Portal:**

Free of Charge

Dust Wipe Sampling per unit:

\$295.00

- Required Inspection for City of Asbury Park per N.J.A.C. 5:28A
- Performed by an EPA Dust Wipe Technician or a Licensed Lead Inspector Risk Assessor

**Lead-Based Paint XRF inspection per unit
Dust Wipe Sampling)**

\$150.00 (Add-On to the

Performed by a NJ Licensed Lead Inspector-Risk Assessor, an XRF Inspection is available to the requesting party as an add-on to the Dust wipe sampling. An XRF inspection will allow a dwelling unit to be certified lead-based paint free and become exempt from the regulation forever. * A Lead-Free Certificate will only be issued if no lead-based paint is found.

**Post Remediation Inspection/Clearance per unit:
Includes dust wipe samples.**

\$295.00

Mailers to Landlords/Owner (If requested)

**\$1.60 per standard
letter/postcard**

****LEW will collect any municipality fee and \$20 per unit state fee via the Website and send to the municipality when further direction is given.**

****The above pricing will be held for up to 2 years for the City of Asbury Park**

RFQ CERTIFIED LEAD-BASED PAINT INSPECTION AND TESTING SERVICES

THURSDAY JUNE 6, 2024 11:00 AM

STANDARD REQUIREMENTS	SUBMISSION #1
NAME OF FIRM	LEW Environmental Services, LLC
ADDRESS	181 US Hwy 46
CITY, STATE , ZIP	Mine Hill, NJ 07803
TELEPHONE NUMBER	(908) 654 - 8068
CONTACT NAME	Dan McGowan
EMAIL	info@LEWcorp.com
MINIMUM OF FIVE YEARS EXPERIENCE	Page 25
EDUCATION, QUALIFICATIONS, EXPERIENCE, TRAINING & LICENSES	Pages 36 - 54
LISTING OF ALL OTHER ENGAGEMENTS WHERE SIMILAR SERVICES WERE PROVIDED	Pages 34 - 35
STATEMENT THAT FIRM NOR INDIVIDUAL ARE DISBARRED, SUSPENDED OR OTHERWISE PROHIBITED FROM PROFESSIONAL PRACTICE	
RESUMES	Pages 36 - 54
PROOF OF LICENSURE OR CERTIFICATIONS	Pages 36 - 54
COST ANALYSIS:	Page 31
WEBSITE SCHEDULING & MANAGEMENT PORTAL	FREE
DUST WIPE SAMPLING PER UNIT	\$ 295.00
LEAD-BASED PAINT XRF INSPECTION PER UNIT (ADD-ON TO THE DUST WIPE SAMPLING)	\$ 150.00
POST REMEDIATION INSPECTION/CLEARANCE PER UNIT (INCLUDED DUST WIPE SAMPLES)	\$ 295.00
MAILERS TO LANDLORDS/OWNERS (IF REQUESTED)	\$1.60 per standard letter/postcard
EVALUATION, REVIEW AND SELECTION PROCESS	
35% EXPERIENCE & REPUTATION	35%
25% COST DETAILS & INSPECTION FEE PER UNIT, INCLUDING HOURLY RATES	25%
20% KNOWLEDGE OF THE CITY PROCESS FOR DETERMINING RENTAL PROPERTIES IN NEED OF DUST-WIPE SAMPLE INSPECTION	20%
10% AVAILABILITY TO ACCOMMODATE MEETING ATTENDANCE	9%
5% UTILIZATION OF LOCAL CONTRACTORS & BUSINESSES	3%
5% OTHER FACTORS DEMONSTRATED TO BE IN THE BEST INTEREST OF THE CITY	4%
TOTAL RANKING & RATING	96%
NOTES	DCA Certified to act as a Lead Evaluation Contractor on Residential, Public Buildings & Comm/Steel Structures

Attachment: LEAD-BASED PAINT INSPECTION & TESTING RANKING (2024-322 : Authorizing an award

RFQ CERTIFIED LEAD-BASED PAINT INSPECTION AND TESTING SERVICES

THURSDAY JUNE 6, 2024 11:00 AM

STANDARD REQUIREMENTS	SUBMISSION #1
NAME OF FIRM	LEW Environmental Services, LLC
ADDRESS	181 US Hwy 46
CITY, STATE , ZIP	Mine Hill, NJ 07803
TELEPHONE NUMBER	(908) 654 - 8068
CONTACT NAME	Dan McGowan
EMAIL	info@LEWcorp.com
MINIMUM OF FIVE YEARS EXPERIENCE	Page 25
EDUCATION, QUALIFICATIONS, EXPERIENCE, TRAINING & LICENSES	Pages 36 - 54
LISTING OF ALL OTHER ENGAGEMENTS WHERE SIMILAR SERVICES WERE PROVIDED	Pages 34 - 35
STATEMENT THAT FIRM NOR INDIVIDUAL ARE DISBARRED, SUSPENDED OR OTHERWISE PROHIBITED FROM PROFESSIONAL PRACTICE	
RESUMES	Pages 36 - 54
PROOF OF LICENSURE OR CERTIFICATIONS	Pages 36 - 54
COST ANALYSIS:	Page 31
WEBSITE SCHEDULING & MANAGEMENT PORTAL	FREE
DUST WIPE SAMPLING PER UNIT	\$ 295.00
LEAD-BASED PAINT XRF INSPECTION PER UNIT (ADD-ON TO THE DUST WIPE SAMPLING)	\$ 150.00
POST REMEDIATION INSPECTION/CLEARANCE PER UNIT (INCLUDED DUST WIPE SAMPLES)	\$ 295.00
MAILERS TO LANDLORDS/OWNERS (IF REQUESTED)	\$1.60 per standard letter/postcard
EVALUATION, REVIEW AND SELECTION PROCESS	
35% EXPERIENCE & REPUTATION	35%
25% COST DETAILS & INSPECTION FEE PER UNIT, INCLUDING HOURLY RATES	25%
20% KNOWLEDGE OF THE CITY PROCESS FOR DETERMINING RENTAL PROPERTIES IN NEED OF DUST-WIPE SAMPLE INSPECTION	20%
10% AVAILABILITY TO ACCOMMODATE MEETING ATTENDANCE	10%
5% UTILIZATION OF LOCAL CONTRACTORS & BUSINESSES	5%
5% OTHER FACTORS DEMONSTRATED TO BE IN THE BEST INTEREST OF THE CITY	5%
TOTAL RANKING & RATING	100%
NOTES	DCA Certified to act as a Lead Evaluation Contractor on Residential, Public Buildings & Comm/Steel Structures

Attachment: LEAD-BASED PAINT INSPECTION & TESTING RANKING (2024-322 : Authorizing an award to



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-323

Right-Of-Way agreement for property located at 608 Fourth Avenue (\$500 per year).



RESOLUTION NO. 2024-323

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

**RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO EXECUTE A
LICENSE AGREEMENT TO PERMIT A LIMITED ENCROACHMENT INTO THE
RIGHT-OF-WAY AREA ADJACENT TO THE PROPERTY LOCATED AT 608
FOURTH AVENUE (BLOCK 2806, LOT 5), RELATING TO A TECO-BLOC
RETAINING WALL SITUATED ALONG THE EASTERN SIDE YARD OF THE
PROPERTY IN ASBURY PARK, NEW JERSEY**

WHEREAS, the City of Asbury Park (the “City”) possesses jurisdiction over certain public right-of-way (“R.O.W.”) areas located within the City; and

WHEREAS, Walter Szczesny (referenced as the “Owner”) is the record owner of certain real property located at 608 Fourth Avenue in the City, which is more commonly known and designated as Block 2806, Lot 5 on the official City Tax Map (the “Property”); and

WHEREAS, the Owner has requested the City’s permission to maintain an existing Techo-Bloc retaining wall (the “retaining wall”) which he constructed along the eastern side yard of the Property and which encroaches into the R.O.W. area adjacent to the Property, situated along Fourth Avenue, by approximately twelve (12) feet; and

WHEREAS, the retaining wall which is the subject of the within License Agreement measures between 6 inches high at the sidewalk, and 12 inches high at the base of the home, consistent with the existing property slope; and

WHEREAS, the location, height and appearance of the retaining wall is depicted in more detail in Exhibit “A” annexed to the attached License Agreement; and

WHEREAS, a Survey of the Property, as prepared by Richard S. Zinn, N.J.L.S., Professional Land Surveyor, dated December 2, 2020, which further depicts the Property, is set forth in Exhibit “B” which is annexed to the attached License Agreement; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the public R.O.W. areas on a case-by-case basis; and

WHEREAS, to the extent that the City possesses jurisdiction over the R.O.W. area (the “R.O.W. area”), adjacent to Fourth Avenue where the encroachment is located, and without

making any affirmative representations with regard thereto, the City is willing to permit the continued presence/maintenance of the retaining wall in the R.O.W. area under the terms and conditions set forth in the attached License Agreement, or one which is substantially similar thereto and satisfactory to the City Attorney.

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, to the extent that the City possesses jurisdiction over the R.O.W. area and without making any affirmative representations with regard thereto, the City hereby grants to the Owner the right (also known as the "License") to maintain and/or repair the existing retaining wall that is located in the R.O.W. area adjacent to Fourth Avenue, conditioned upon the annual payment of the sum of Five Hundred Dollars (\$500.00) per year, and further subject to the terms and conditions set forth in the attached License Agreement to be executed by the Parties.
2. That the term of this approval shall be for a period of no longer than five (5) consecutive years, expiring on December 31, 2028. The approval for the first year of the within term shall be retroactive to January 1, 2024. Payment for 2024 shall be due within seven (7) days upon execution of agreement.
3. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached License Agreement, or one which is substantially similar thereto and which is approved by the City Attorney.
4. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Resolution.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Walter Szczesny;
 - b. Lillian L. Nazzaro, Esq., City Manager;
 - c. Michele Alonso, Director of Planning and Redevelopment; and
 - d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, 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. 2024-323 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK

**LICENSE AGREEMENT TO PERMIT A LIMITED ENCROACHMENT
INTO THE RIGHT-OF-WAY AREA ADJACENT TO THE PROPERTY LOCATED AT
608 FOURTH AVENUE (BLOCK 2806, LOT 5), RELATING TO A TECO-BLOC
RETAINING WALL SITUATED ALONG THE EASTERN SIDE YARD OF THE
PROPERTY IN ASBURY PARK, NEW JERSEY.**

THIS AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2024, by and between WALTER SZCZESNY ("Licensee"), whose address is 608 Fourth Avenue, Asbury Park, New Jersey 07712, and the CITY OF ASBURY PARK ("Licensor" or "City"), a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, New Jersey 07712.

Collectively, the Licensee and the Licensor shall hereinafter be referred to as the "Parties."

WITNESSETH:

WHEREAS, the Licensor possesses jurisdiction over certain public right-of-way ("R.O.W.") areas located within the City; and

WHEREAS, the Licensee is the record owner of certain real property located at 608 Fourth Avenue in the City, which is more commonly known and designated as Block 2806, Lot 5 on the official City Tax Map (the "Property"); and

WHEREAS, the Licensee has requested the City's permission to maintain an existing Techo-Bloc stone retaining wall (the "retaining wall") which he constructed along the eastern side yard of the Property and which encroaches into the R.O.W. area adjacent to the Property, situated along Fourth Avenue, by approximately twelve (12) feet; and

WHEREAS, the retaining wall which is the subject of the within License Agreement measures between 6 inches high at the sidewalk, and 12 inches high at the base of the home, consistent with the existing property slope; and

WHEREAS, the location, height and appearance of the retaining wall is depicted in more detail in Exhibit "A" attached hereto; and

WHEREAS, a Survey of the Property, as prepared by Richard S. Zinn, N.J.L.S., Professional Land Surveyor, dated December 2, 2020, which further depicts the Property, is attached hereto as Exhibit "B"; and

WHEREAS, to the extent that the City possesses jurisdiction over the R.O.W. area (the "R.O.W. area"), adjacent to Fourth Avenue where the encroachment is located, and without making any affirmative representations with regard thereto, the City is willing to permit the continued presence/maintenance of the retaining wall described above and shown in Exhibit "A" attached hereto within the City's R.O.W. area under the terms and conditions set forth herein.

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

1. That, to the extent that the City possesses jurisdiction over the R.O.W. area and without making any affirmative representations with regard thereto, the City hereby grants to the Licensee the right (also known as the "License") to maintain and/or repair the existing retaining wall that is located in the R.O.W. area adjacent to Fourth Avenue, as depicted and described in more detail in the attached Exhibits "A" and "B," conditioned upon payment of the sum of Five Hundred Dollars (\$500.00) per annum to the City, and further subject to the terms and conditions set forth herein.
2. The within License shall allow the existing retaining wall only, and no other improvements or encroachments, to exist or remain in the R.O.W. area. The existing retaining wall may not be modified or expanded in size or scope without obtaining further written approval from the City. Further, the Licensee must request and receive written permission from the City to permit any other improvements or encroachments to exist within the said R.O.W. area.
3. The term of this approval shall be for a period of no longer than five (5) consecutive years, expiring on December 31, 2028. The approval for the first year of the within term shall be retroactive to January 1, 2024.
4. The annual fee referenced in Paragraph 1 above shall be payable to the "City of Asbury Park" as follows:
 - a. The fee for 2024 must be paid within seven (7) days of the execution of the within License Agreement.
 - b. The fee for all subsequent years (2025 and beyond) shall be due and payable on or before **January 1st** of each year. The Licensee shall be granted a ten (10) day grace period from that date to make each annual payment. Failure to make payment within said time period shall enable the City to cancel the within Agreement without further notice. If the Agreement is terminated, then the Licensee shall remove the retaining wall from the R.O.W. area within thirty (30) days of receipt of notice by the City or be subject to municipal summonses.
5. This Agreement and the within License shall also be revocable at the will of Licensor upon thirty (30) days prior written notice to the Licensee, and the Licensee shall have no recourse whatsoever against the Licensor if said Agreement and License is revoked at any time and/or for any reason. If the Agreement is terminated, then the Licensee shall remove the retaining wall from the R.O.W. area within thirty (30) days of receipt of notice by the City or be subject to municipal summonses. In such case, any fee(s) paid prior to removal shall not be prorated, and the Licensee shall have no right to a return of any fee(s) already paid to the City.

6. The Parties agree that this Agreement shall be terminated in the event the Licensee removes the existing retaining wall. In such case, any fee(s) paid prior to removal shall not be prorated, and the Licensee shall have no right to a return of any fee(s) already paid to the City.
7. The Licensee shall exercise the rights granted herein at his own risk and agrees that he shall not be entitled to claim any damages against the Licensor for any injury or damages suffered on account of the approval granted herein, except to the extent that any claim or damages is/are caused by the gross negligence or willful misconduct of the Licensor.
8. The Licensee, along with his successors and/or assigns, agrees to indemnify, save and hold harmless the Licensor, as well as all officials, employees and agents of the Licensor, from and against any and all claims, liability, losses, etc., including attorney's fees, for injury (including death) or damages sustained to any person or property arising from or relating to the retaining wall and/or the R.O.W. area referenced herein and/or the License granted herein.
9. The Licensee acknowledges that additional approvals may be required from other agencies and/or authorities, besides the Licensor, that may have jurisdiction over the R.O.W. area. It is the Licensee's sole responsibility to investigate whether any other agencies or authorities have such jurisdiction and, if so, to obtain the requisite approval(s) from said agencies and/or authorities, provided, however, that the Licensor agrees to cooperate in any effort of the Licensee to obtain the consent of any such agency or authority to use the R.O.W. area, for the purpose stated herein.
10. Use of the R.O.W. area for the existing retaining wall shall cease as of the time that the Licensee sells the Property. The within License shall not run with the land, and shall not be assignable or transferable without the written approval of the Licensor.
11. This Agreement may be amended and modified only by an instrument in writing, executed by the Parties hereto, or their successors and/or assigns.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
13. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic mail or facsimile version of an executed original of this Agreement shall be deemed as valid as if an original one were delivered.

[Signatures on the Next Page.]

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

Witness:

Licensee:

Print Name: _____

By: _____ WALTER SZCESNY

Attest:

CITY OF ASBURY PARK

Lisa Esposito, City Clerk

Honorable John Moor, Mayor

EXHIBIT “A”

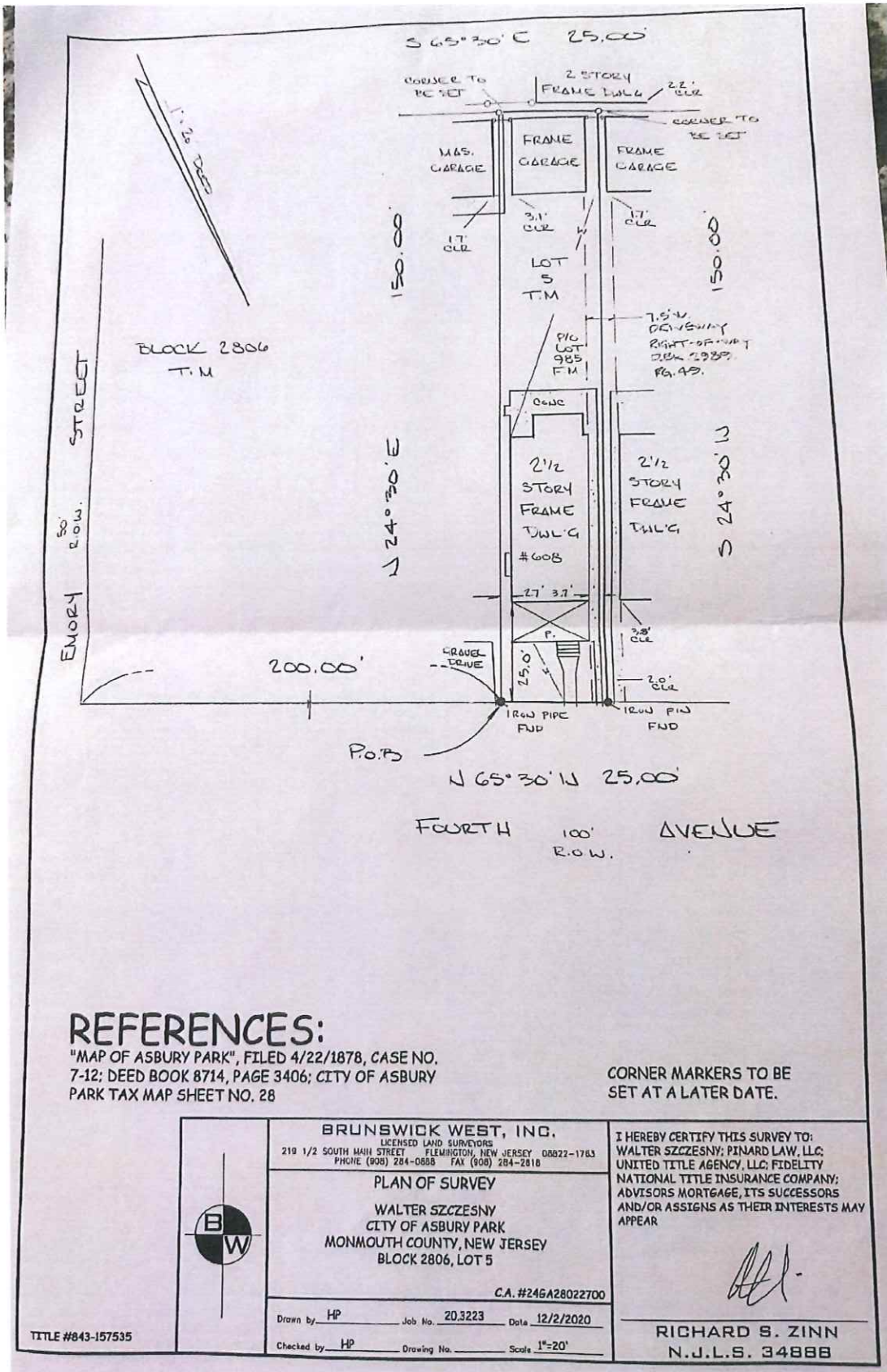


Attachment: side yard wall easement request and info for 608 Fourth (2024-55 : License Agreement for Wall in Right of Way (ROW) adjacent to
Attachment: 608 Fourth Ave R.O.W. License Agreement (Existing Retaining Wall) (4892-7665-8632; 1) (2024-323 : Resolution Authorizing The



Attachment: side yard wall easement request and info for 608 Fourth (2024-55 : License Agreement for Wall in Right of Way (ROW) adjacent to
Attachment: 608 Fourth Ave R.O.W. License Agreement (Existing Retaining Wall) (4892-7665-8632; 1) (2024-323 : Resolution Authorizing The

EXHIBIT “B”





Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-324

Employer Participation Agreement Between The City Of Asbury Park And Hospital Central Services, Inc. ("HCSC")



RESOLUTION NO. 2024-324

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

RESOLUTION AUTHORIZING THE EXECUTION OF AN EMPLOYER PARTICIPATION AGREEMENT BETWEEN THE CITY OF ASBURY PARK AND HOSPITAL CENTRAL SERVICES, INC. (“HCSC”)

WHEREAS, Hospital Central Services, Inc. (hereinafter referred to as the “HCSC”) operates a commercial laundry service at 1005 Memorial Drive, Asbury Park, New Jersey (hereinafter referred to as “the Asbury Park location”) providing linen, towel and mat rental services; and

WHEREAS, the Asbury Park Urban Enterprise Zone (hereinafter referred to as the “UEZ”) has been established in the City of Asbury Park (hereinafter referred to as the “City”) pursuant to the New Jersey Urban Enterprise Zones Act, N.J.S.A. 52:27H-60, *et als*; and

WHEREAS, on September 14, 2023, the Mayor and Council adopted Resolution No. 2023-441, which authorizes the use of an amount not to exceed \$200,000.00 in UEZ funding for the Asbury Park UEZ Employee Retention Stipend Program (the “Program”); and

WHEREAS, pursuant to the Program, the City may provide stipend funding to any eligible employee of a UEZ registered business that is temporarily laid off due to business related reasons; and

WHEREAS, distribution of the stipend funding is subject to all requirements established by the New Jersey Department of Community Affairs and/or other applicable law; and

WHEREAS, HCSC is a registered business with the UEZ; and

WHEREAS, HCSC intends to temporarily cease operations of its Asbury Park location for the business-related purpose of “re-tooling” the machinery at that location; and

WHEREAS, machinery “re-tooling” is considered an acceptable closure for qualification to participate in the Program; and

WHEREAS, during its temporary closure, HCSC wishes to participate in the Program; and

WHEREAS, the City considers HCSC to be a valuable employer in the UEZ, given that it employs many residents of the surrounding UEZ area; and

WHEREAS, in light of the above, the City wishes to authorize the attached Agreement in order to permit HCSC's participation in the Program and to memorialize the terms and conditions associated with the same.

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 Mayor and Council hereby approve and/or ratify the City Manager's execution, and the City Clerk's attestation, of the attached Agreement concerning HCSC's participation in the Program.
2. That all other City officials and employees are hereby authorized to undertake any activities and/or to execute any documents that are necessary in furtherance of the intentions of the within Resolution.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Hospital Central Services, Inc.;
 - b. Lillian L. Nazzaro, Esq., City Manager;
 - c. Sylvia Sylvia, Business Development Administrator;
 - d. JoAnn Boos, CFO;
 - e. Tracy Lizardi, Director of Purchasing, QPA/Assistant CFO; and
 - f. Frederick C. Raffetto, Esq., City Attorney.

I, LISA ESPOSITO, 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. 2024-324 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK

**CITY OF ASBURY PARK, URBAN ENTERPRIZE ZONE
EMPLOYEE RETENTION PROGRAM**

EMPLOYER PARTICIPATION AGREEMENT

BY AND BETWEEN

City of Asbury Park, a Municipal Corporation of the State of New Jersey, with its principal office located at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter referred to as the "City");

-and-

Hospital Central Services, Inc. (hereinafter referred to as either "HCSC" or "Employer"), with a facility address located at 1005 Memorial Drive, Asbury Park, New Jersey 07712 (hereinafter referred to as the "Asbury Park location").

Collectively, the City and HCSC are referred to herein as the "parties."

WITNESSETH:

WHEREAS, HCSC operates a commercial laundry service at the Asbury Park location providing linen, towel and mat rental services; and

WHEREAS, the Asbury Park Urban Enterprise Zone (hereinafter referred to as the "UEZ") has been established in the City pursuant to the New Jersey Urban Enterprise Zones Act, N.J.S.A. 52:27H-60, *et als*; and

WHEREAS, HCSC is a registered business with the UEZ; and

WHEREAS, HCSC intends to temporarily cease operations of its Asbury Park location for business-related purposes; and

WHEREAS, the reason for this temporary closure is to "re-tool" the machinery in the facility at the Asbury Park location; and

WHEREAS, during its temporary closure, HCSC wishes to participate in the Asbury Park UEZ Employee Retention Program (hereinafter referred to as the "Employee Retention Program"); and

WHEREAS, machinery re-tooling is considered an acceptable closure for qualification to participate in the Employee Retention Program; and

WHEREAS, the City considers HCSC to be a valuable employer in the UEZ, given that it employs many residents of the surrounding UEZ area; and

WHEREAS, the purpose of the within Agreement is to memorialize the terms and conditions associated with HCSC's participation in the Employee Retention Program.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The parties agree that during the time period of the temporary closure of the HCSC facility at the Asbury Park location, HCSC shall participate in the Employee Retention Program, as more specifically prescribed herein.

2. During the time of the temporary closure of the HCSC facility at the Asbury Park location, the parties hereby agree as follows:

(a) The Employer must furlough 58 (number of individuals) staff members.

(b) The Employer agrees to compensate each participating, furloughed employee in the amount of fifty percent (50%) of their average weekly salary (hereinafter referred to as the "UEZ reimbursable stipend"), which sum shall be reimbursed to the Employer by the City in accordance with the requirements set forth below, until the Asbury Park location is operational once again, or for a maximum of eight (8) weeks.

(c) Each employee's average weekly salary is to be calculated based upon the employee's previous two (2) months of payroll stubs.

(d) To demonstrate its commitment to the Employee Retention Program, the Employer shall contribute one-sixth (1/6) of the employee's salary, in addition to the UEZ reimbursable stipend. This one-sixth (1/6) Employer contribution shall not be reimbursed to the Employer by the City.

(e) The Employer understands that the total length of this Employee Retention Program shall not exceed eight (8) weeks, or the total sum of two hundred thousand dollars (\$200,000.00).

(f) The Employer understands and agrees, and shall relay in writing to the furloughed employees, that the furloughed employees may not apply for or collect unemployment insurance while participating in the Employee Retention Program.

(g) The Employer shall submit records to the Asbury Park UEZ Coordinator to substantiate the UEZ reimbursable stipend paid to each employee and to request reimbursement. As indicated above, the Employer's one-sixth (1/6) contribution shall not be reimbursed to the Employer by the City.

3. By choosing to participate in this Agreement, the Employer agrees to perform the following:

(a) To apply on behalf of those of its employees who choose to voluntarily participate in the Employee Retention Program, directly to the Asbury Park UEZ Coordinator;

(b) To confirm the following:

(1) The nature of the shut-down;

- (2) The anticipated length of the shut-down;
- (3) A list of the employees to be furloughed (name and title); and
- (4) The average weekly salary of each such employee.

(c) To provide signed statements from each employee who chooses to participate in the Employee Retention Program, confirming that they will not file for unemployment insurance and that they will return to the Employer upon the end of the business shut-down.

4. Upon receipt of the records referenced above, and upon confirmation that the reimbursement request is consistent with the requirements set forth in the within Agreement and applicable law, the City agrees to reimburse the Employer the UEZ reimbursable stipend as soon as possible thereafter.

5. HCSC agrees to participate fully with the City and the Asbury Park UEZ Coordinator during the term of this Agreement to provide all records which are deemed necessary in order for the City to consider and process the UEZ reimbursable stipend referenced herein.

6. HCSC understands that if it fails to abide by the requirements set forth in the within Agreement, or any other requirements as prescribed by relevant law, then the City shall not be required to make any initial or continued payments toward the UEZ reimbursable stipend sought by the Employer.

7. This Agreement constitutes that entire agreement between the parties. This Agreement may not be altered, amended or changed in any way except by a separate writing signed by the City and HCSC.

8. If any clause or provision of this Agreement shall be, or become adjudged, to be invalid, such invalidity shall not affect the remaining clauses, terms, or provisions of the Agreement.

9. The parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and their proper corporate seal affixed hereto, the day, and year above stated.

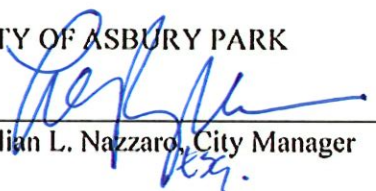
ATTEST:



Lisa Esposito, City Clerk

CITY OF ASBURY PARK

By:



Lillian L. Nazzaro, City Manager

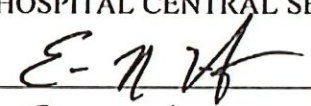
WITNESS:



Carlos Minder (Print Name)

HOSPITAL CENTRAL SERVICES, INC.

By:



ERIC STAS (Print Name)

Asst VP of Operations (Title)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-325

Mutual Aid and Assistance Agreement with governmental entities throughout all of Monmouth County for the benefit of mutual aid and assistance with each other to protect against loss, damage or destruction by fire, civil unrest, hazardous material, major criminal or emergency events, natural and man-made disaster or catastrophe and to address those situations when additional aid and assistance is needed to protect the best interests of the persons and property of each individual jurisdiction. To be reimbursed by FEMA when declaration of emergency occurs.



RESOLUTION NO. 2024-325

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO PARTICIPATE IN INTRA-COUNTY MUTUAL AID AND ASSISTANCE AGREEMENTS WITH PARTICIPATING UNITS IN THE COUNTY OF MONMOUTH

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.A.S. 40A:65-1 et. Seq., (“Act”) provides that any local governmental unit to provide or receive any service that each local unit is empowered to provide or receive within its own jurisdiction; and

WHEREAS, mutual aid and assistance agreements between municipalities, counties, law enforcement agencies, police, emergency medical services, fire departments, fire companies, or EMS organizations and fire departments situated in fire districts operated by a Board of Fire Commissioners, are permitted pursuant to N.J.S.A. 40A:14-26 and 40A: 14-156.1; and

WHEREAS, the President in Homeland Security Directive (HSPD-5), directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (“NIMS”), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, and respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, “The New Jersey Civilian Defense and Disaster Control Act” App. A9-33 et. Seq., provides for the health, safety and welfare of the people of the State of New Jersey during an emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency; and

WHEREAS, The Director of the Division of Fire Safety in the Division of Community Affairs promulgated rules in accordance with the “Fire Service Resource Emergency Deployment Act,” N.J.A.C. 52:14E-11 et. Seq., commonly referred to as the “Fire Service Resource Emergency Deployment Regulations” N.J.A.C. 5:75A et. Seq.; and

WHEREAS, the Mayor and Council of the City of Asbury Park deem it to be in the best interests of the City of Asbury Park to enter into Mutual Aid and Assistance Agreements with governmental entities throughout Monmouth County and all of their departments, authorities, boards, commissions, and other functions under the auspices of each participating governmental

entity including but not limited to, law enforcement, public works, emergency medical services, emergency management, human services, hazardous materials response units technical or special operations teams, Community Emergency Response Team (“CERT”) members, Medical Reserve Corps (“MRC”) members or other volunteers and other jurisdictions defined “local governments” in the Homeland Security Act of 2002; and

WHEREAS, N.J.S.A. 40A: 14-26 AND 156.1 et seq. has authorized inter-jurisdictional mutual aid; and

WHEREAS, the Mayor and Council of the City of Asbury Park and the Participating Units recognize the benefit of entering into an Agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by fire, civil unrest, hazardous material, major criminal or emergency events, natural and man-made disaster or catastrophe and to address those situations when additional aid and assistance is needed to protect the best interests of the persons and property of each individual jurisdiction.

NOW, THEREFORE, BE IT RESOLVED that the Intra-County Mutual Aid and Assistance Agreements between the City of Asbury Park and Participating Units be and are hereby accepted.

BE IT FURTHER RESOLVED that the Mayor and Council are authorized to execute the Intra-County Mutual Aid and Assistance Agreements once they have been authorized and executed by each Participating Unit.

BE IT FURTHER RESOLVED that the Mayor and Council forward a certified true copy of this resolution to the Monmouth County Sheriff; Office of Emergency Management Coordinator; and the City of Asbury Park Office of Emergency Management.

I, LISA ESPOSITO, 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. 2024-325 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-326

Resolution authorizing a service agreement for Fleet Management Technologies to Samsara under NJ State Contract #23-TELE-49346, at the following rates:

July - Dec 2024- \$18,295.52 not-to-exceed \$20,000

2025- \$36,271.04 not-to-exceed \$40,000

2026- \$36,271.04 not-to-exceed \$40,000

Jan - June 2027 - \$18,135.52 not-to-exceed \$20,000

Not-to-exceed amounts are for any new vehicles purchased and added to the fleet management billing. The current provider is Verizon Connect with an annual budget of \$35,000 which does not include the ten dashboard cameras for the Fire Department trucks and ambulances.



RESOLUTION NO. 2024-326

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

RESOLUTION AUTHORIZING A SERVICE AGREEMENT FOR FLEET MANAGEMENT TECHNOLOGIES

WHEREAS, Samsara has provided the City with a service agreement for Fleet Management Technologies for all City vehicles; and

WHEREAS, the City has obtained the attached agreement for services in the amount of \$18,295.52 and for 2024 and an annual amount of \$36,271.04 through June 2027 from Samsara from NJ State Contract #23-TELE-49346 ; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 4-01-20-140-000-226. The maximum dollar value of this purchase is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorizes the service agreement for fleet management technologies with Samsara in a not-to-exceed amount of \$20,000 in 2024 and a not-to-exceed annual amount of \$40,000 through June 2027; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that a copy of this Resolution be provided to the CFO, City Manager, Director of Information Technologies and the Director of Purchasing.

I, LISA ESPOSITO, 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. 2024-326 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-1296206

Issued 06-11-2024

Expires 06-28-2024

Prepared For:

City of Asbury Park
8221 Southside Blvd, Space 7
Asbury Park, New Jersey
07712

Prepared By:

Sam Moon
sam.moon@samsara.com

State of New Jersey contract: M4014 Fleet Management
Blanket Purchase Order 23-TELE-49346 / Sourcewell Contract #020221-SAM

****PLEASE NOTE that the New Jersey State Contract M4014 23-TELE-49346 Terms and Conditions take precedence over the Terms and Conditions listed below for quotes obtained by the State of New Jersey.****

Quote Summary

Subtotal

Hardware and Accessories

USD \$0.00

Licenses

License Term – 36
Months

Shipping and Handling

USD \$160.00

Upfront Hardware Sales Tax

USD \$0.00

Annual License Sales Tax

USD \$0.00

Invoice 1 (6 months) +S&H

USD \$18,295.52

Invoice 2 (12 months)

USD \$36,271.04

Invoice 3 (12 months)

USD \$36,271.04

Invoice 4 (6 months)

USD \$18,135.52

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% fee charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

SHIP TO Joe Dellaragione
9 Main St
Attn: Mechanic Garage
Asbury Park, New Jersey, 07712-7012
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	111	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54 HW-VG54-NA	110	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH	16	\$0.00	\$0.00
CBL-AG-BPWR CBL-AG-BPWR	16	\$0.00	\$0.00
AG52 Powered Asset Gateway HW-AG52	16	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	12	\$0.00	\$0.00
Forward-facing dash-camera, Series 4 HW-CM33	10	\$0.00	\$0.00
Powered asset gateway HW-AG26	4	\$0.00	\$0.00
AG J1939 9pin cable CBL-AG-A9PIN	4	\$0.00	\$0.00
Enhanced VG Series J1708 (6-pin) CBL-VG-CJ1708	2	\$0.00	\$0.00
Enhanced VG Series J1939 cable for Volvo/Mack OBDII connectors CBL-VG-CJ1939-VM	1	\$0.00	\$0.00
		Hardware Due	USD\$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	126	\$234.60	\$29,559.60
License for Basic Powered Asset Tracker	16	\$122.40	\$1,958.40



Samsara Inc
 1 De Haro Street
 San Francisco, CA 94107
www.samsara.com

LIC-AG-PWR-BASIC

License for Forward-Facing Dash Camera LIC-CM1-ENT	10	\$397.80	\$3,978.00
License for Asset Gateways LIC-AG2-ENT	4	\$193.76	\$775.04
		Annual License Due	USD \$36,271.04

Attachment: SAMSARA FLEET MANAGEMENT (2024-326 : Authorizing a service agreement for fleet management technologies)



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.



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1 De Haro Street
San Francisco, CA 94107
www.samsara.com

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships.

Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature: _____

Print Name: _____

Date: _____

Title: _____

I confirm acceptance of this Order Form on behalf of Samsara and represent and warrant that I have full and complete authority to bind Samsara to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature: A. Eltoukhy

Print Name: Adam Eltoukhy

Date: 06/17/2024

Title: Executive Vice President, Chief Legal Officer



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-327

Resolution authorizing the execution of a Shared Service Agreement with Passaic Valley Sewerage Commission for Sludge Disposal effective July 2024 through July 2027.



RESOLUTION NO. 2024-327

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

RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH PASSAIC VALLEY SEWERAGE COMMISSION FOR SLUDGE DISPOSAL

WHEREAS, the “Uniform Shared Services and Consolidation Act,” N.J.S.A. 40A:65-1, et seq. (the “Act”), authorizes local units of this State to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the City of Asbury Park and Passaic Valley Sewerage Commission (“PVSC”) have determined that it would advantageous for the City of Asbury park to enter into an agreement for various shared services with PVSC; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the Parties have negotiated a Shared Services Agreement (the “Agreement”), which sets forth the terms and conditions associated with this undertaking, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the CFO has certified that funds are available in the line item 4-07-55-502-000-224; and

WHEREAS, the Mayor and City Council wish to authorize the City to enter into this Agreement, or one which is substantially similar thereto and which meets with the approval of the Municipal Attorney, and to authorize the Mayor and City Clerk to execute same on behalf of the City.

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

1. The Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Agreement, or one which is substantially similar thereto and which meets with the approval of the Municipal Attorney, on behalf of the City.
2. This Agreement shall be effective from July 2024 through July 2027.

3. That a certified copy of this Resolution and a copy of the attached Agreement shall be provided to each of the following:
 - a. Passaic Valley Sewerage Commission
 - b. Lillian Nazzaro, City Manager
 - c. Gregory Toro, Department of Public Works Deputy Director
 - d. Frederick C. Raffetto, Esq., Municipal Attorney
 - e. Tracy Lizardi, Director of Purchasing

I, LISA ESPOSITO, 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. 2024-327 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK

THOMAS TUCCI, JR.
Chairman

LUIS A. QUINTANA
Vice Chairman

ELIZABETH CALABRESE
JOHN J. COSGROVE
C. LAWRENCE CRUMP
JAMES P. DORAN
JOSEPH F. ISOLA
HECTOR C. LORA
BRENDAN MURPHY
Commissioners



"Protecting Public Health and the Environment"

600 Wilson Avenue
Newark, NJ 07105

P (973) 344-1800 F (973) 334-2951

www.pvsc.com

Liquid Waste Acceptance Fax: (973) 466-3194

June 03, 2024

GREGORY A. TRAMONTOZZI
Executive Director

ALBERT LUKIN
Clerk

MICHAEL D. WITT, ESQ.
General Counsel

Ms. Tracy Lizzardi
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

RE: Asbury Park Sewerage Treatment

Dear Ms. Lizzardi:

Enclosed please find your agreement with the Passaic Valley Sewerage Commission (PVSC) to discharge **Asbury Park Sewerage Treatment** waste. Please sign and attest to all three (3) copies of the enclosed PVSC Agreement, and return them to PVSC (attention LWA Department) for execution. The execution of the Agreement will enable you to discharge only the waste specified in the Application submitted to PVSC and referenced above as the subject of this approval. If applicable, you will also find a Consent of Generator form. This document must be signed by a duly authorized representative of the generator of the waste. Please note that the rate will start at \$42.50 per 1,000 gallons. (See Schedule A of Agreement).

****PLEASE NOTE**:** This Agreement becomes **VOID** if it is edited in any way.

Upon execution by PVSC, an executed Agreement will be forwarded to you for your records. If this is for a new application, upon submission of the PVSC Agreement a source code will be added to our current approved source list.

Should you have any questions or require additional information regarding this matter please do not hesitate to contact me at (973) 466-2579.

Sincerely,
PASSAIC VALLEY SEWERAGE COMMISSION

Cameron Chadwick

Cameron Chadwick
Liquid Waste Acceptance Director

CC/dt
Enclosure(s)

c: Gregory A. Tramontozzi, Executive Director
Albert Lukin, Clerk File,
Liquid Waste Acceptance

Attachment: PVSC AGREEMENT (2024-327 : Shared Services with Passaic Valley Sewerage Commission for Sludge Disposal)

THOMAS TUCCI, JR
Chairman

LUIS A. QUINTANA
Vice Chairman

ELIZABETH CALABRESE
JOHN J. COSGROVE
C. LAWRENCE CRUMP
JAMES P. DORAN
JOSEPH F. ISOLA
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Commissioners



600 Wilson Avenue
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www.nj.gov/pvsc

"Protecting Public Health and the Environment"

GREGORY A. TRAMONTOZZI
Executive Director and General
Counsel

ALBERT LUKIN
Clerk

MICHEAL D. WITT, ESQ.
General Counsel

INTERLOCAL AGREEMENT
SLUDGE DISPOSAL CONTRACT 6/03/2024
Asbury Park Sewerage Treatment

THIS AGREEMENT made this day of , 2024

BETWEEN: **THE PASSAIC VALLEY SEWERAGE COMMISSION**, public corporation of the State of New Jersey (hereinafter referred to as "PVSC");

AND: City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

(hereinafter referred to as the "CUSTOMER").

W I T N E S S E T H:

WHEREAS, PVSC owns and operates a wastewater treatment facility located in Newark, New Jersey, generally referred to as the PVSC Wastewater Treatment Plant; and

WHEREAS, the PVSC Wastewater Treatment Plan has sludge disposal facilities and capabilities; and

WHEREAS, the CUSTOMER, is a Generator of a Municipal Sludge and desires to have the sludge treated and disposed of by PVSC; and

WHEREAS, PVSC is agreeable to treatment and disposal of the sludge of the CUSTOMER subject to certain terms and conditions including terms for the fixing of fees for treatment and disposal of the sludge and other related matters;

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, the parties hereto, each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

Section 1. GENERAL SCOPE OF THE AGREEMENT

The CUSTOMER agrees to deliver its non-hazardous sludge at no cost to PVSC to the point of connection to PVSC's system at the PVSC's Sludge Receiving Facility, as designated by PVSC. If CUSTOMER utilizes a hauler to deliver its sludge, the hauler must be approved by PVSC pursuant to its procedures. If the lowest responsible BIDDER of CUSTOMER for the performance of hauling services fails to obtain the approval of PVSC, CUSTOMER shall have a right to terminate this agreement upon fifteen (15) days written notice. If CUSTOMER is not the generator of the sludge being delivered to PVSC pursuant to this Agreement, CUSTOMER shall deliver to PVSC, prior to the delivery of any sludge, an executed Consent of Generator the form of which is annexed hereto as Exhibit A. The non-hazardous sludge shall meet all of PVSC's standards, including the applicable sections of PVSC's Rules and Regulations, and it shall not be detrimental to PVSC's treatment plant. The PVSC will accept the non-hazardous sludge from the CUSTOMER subject to the limitations as set forth in Section 2 and the CUSTOMER will pay for the treatment of the sludge in the amount and manner set forth hereinafter. The terms non-hazardous sludge, and sludge shall be deemed synonymous whenever they appear in this Agreement.

Section 2. TREATMENT OF THE CUSTOMER'S NON-HAZARDOUS SLUDGE AND SERVICE CHARGES TO BE LEVIED THEREFOR

(a) The CUSTOMER expressly warrants and guarantees that it will deliver to PVSC 100% of its total production of sludge during the term of this Agreement, unless PVSC cannot accept 100% of its total sludge production. The CUSTOMER agrees that PVSC shall be the exclusive and sole provider of treatment and disposal of CUSTOMER'S sludge during the term of this Agreement. The CUSTOMER agrees that if it does not deliver 100% of its total sludge production, it will pay PVSC for any sludge production not delivered at the rate specified in this Agreement, unless PVSC cannot accept same. The PVSC agrees to accept, treat and dispose of the non-hazardous sludge delivered by CUSTOMER to PVSC during the term of this Agreement or any extension of it based on the description provided in the attached CUSTOMER'S application.

(b) The CUSTOMER shall not, however, discharge into the PVSC's system;

1. Any prohibited sludge as defined by Section 312 or any other of PVSC's Rules and Regulations.

2. Any ashes, cinders, sand, mud, stones, rocks, straw, shavings, metal, glass, rags, feathers, tar, wood or any other solid or viscous substance capable of causing obstruction to flow in pipes or other interference with the proper operation of the sewage works.

3. Any sludge with a pollutant content greater than contained in the USEPA's 40 CFR 503 Regulations.

4. Any sludge which is Hazardous as defined by USEPA, NJDEP and/or any other regulatory agency.

5. Mixtures of the approved sludge, as defined in the CUSTOMER'S Application, with any other sludge.

6. Any sludge which exceeds the maximum percent total solids contained in Schedule A hereof.

(c) PVSC reserves the right to sample any delivery for any parameter before or during discharge.

(d) PVSC reserves the right to reject a delivery if information reveals that the introduction of the contents may negatively impact the operation of the PVSC system and Wayne Township will not be obligated to pay for the disposal of any delivery rejected by PVSC.

(e) In consideration for the treatment and disposal of the sludge by PVSC, the CUSTOMER agrees to pay PVSC at the thousand gallon rate specified in Schedule A hereof (the "Rate"). PVSC shall have the right to adjust the Rate annually upon forty-five (45) days notice which notice, shall be given not less than ninety (90) days before December 31st of any year of this Agreement effective on January 1 following the notice. Unless CUSTOMER notifies PVSC of its intention to terminate this Agreement, not later than thirty (30) days prior to December 31st of the current year of this Agreement, CUSTOMER shall be deemed to have agreed to the increased Rate. In the event CUSTOMER does notify PVSC of its intention to terminate this Agreement, pursuant to this provision, such termination shall be effective on the ensuing December 31st. The termination shall in no way relieve the CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing.

(f) PVSC shall base its charges for sludge deliveries, upon full truckloads, regardless of whether a full truckload is actually delivered to PVSC's treatment plant. At PVSC's option it may require CUSTOMER to provide Certified Scale Weight Tickets to

confirm the volume. The sludge will be delivered at the sole cost of the CUSTOMER to PVSC's plant by a tank truck provided with either a gravity discharge or a self-contained pump capable of discharging the sludge through approximately 10 feet of a 4 or 6 inch discharge hose to the at grade connection or other designated discharge point.

Section 3. PAYMENT AND TERM OF AGREEMENT

(a) PVSC shall bill the CUSTOMER monthly for charges due on this Agreement. The charges shall be payable upon receipt by the CUSTOMER of the monthly bill. Interest shall accrue at the rate of one and one half percent (1½%) per month on charges not paid within ninety (90) days of the billing date.

(b) The CUSTOMER will in each fiscal year (Wayne's fiscal year is 1/1 through 12/31) make all budgetary and other provisions or appropriations necessary to provide for or authorize the payment to the PVSC during such fiscal year to the annual payments due hereunder.

(c) If the CUSTOMER defaults in any of its obligations of the terms of this Agreement, PVSC may terminate the services provided hereunder forthwith, provided that such termination shall in no way relieve the CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing. If payment is not made by the CUSTOMER timely, PVSC shall be entitled to be reimbursed for costs of collection, including reasonable attorney fees.

(d) It is expressly agreed and understood that the CUSTOMER is solely a contract customer of PVSC and shall acquire by this Agreement no ownership, capital, property rights or equity in the system or plant of PVSC whatsoever, nor shall the CUSTOMER acquire by this Agreement any rights, express or implied, to participate in any way in the operation or the administration of PVSC, or participate in any capacity in any agreements or proceedings concerning the acquisition, sale, lease or any other imposition of PVSC's property, including but not limited to participation in eminent domain proceedings.

(e) The term of this Agreement shall commence on the date the Agreement is executed and, unless sooner terminated in accordance with its terms, shall expire three (3) year(s) from the date of execution. If upon the expiration of this Agreement, PVSC continues to provide service and the CUSTOMER continues to dispose of the sludge at PVSC, then and in such events, the terms of this

Agreement shall bind the parties for all services provided post-expiration of this Agreement.

(f) Anything contained in this Agreement to the contrary notwithstanding, if the New Jersey Department of Environmental Protection (NJDEP), or any other governmental agency having jurisdiction over PVSC or the subject matter of this Agreement, institutes a District Sludge Management Plan, or other plan of similar nature, which makes this Agreement unenforceable by its terms, then this Agreement shall terminate within sixty (60) days of implementation of the Plan. If the Plan renders any provision of this Agreement unenforceable, or requires changes and modifications in the Agreement which PVSC is unwilling to accept, then PVSC reserves the right to terminate this Agreement on sixty (60) days notice.

(g) Anything in this Agreement to the contrary notwithstanding, PVSC shall have the absolute right to terminate this Agreement or suspend deliveries if PVSC determines, in its sole and absolute discretion, that it does not have the capacity to treat the sludge to be delivered pursuant to this Agreement, or if the treatment of such sludge will or has caused PVSC to violate its current permit under which it operates its facility and the violation cannot be corrected or removed despite PVSC's good faith efforts to do so. The termination or suspension provided for in this Agreement shall be on thirty (30) days written notice to CUSTOMER. CUSTOMER expressly agrees that PVSC will incur no liability of any kind in exercising its right to terminate or suspend the Agreement pursuant to this provision. The afore mentioned capacity limitations shall not apply to the extent cause, or contributed to, by PVSC's Agreements with other entities regarding the acceptance of waste that are executed subsequent to this Agreement.

Section 4. ENFORCEMENT

(a) If the CUSTOMER violates any of the terms of this Agreement, including but not limited to the limitations set forth in Section 2 (b), PVSC may terminate the services provided hereunder forthwith and refuse to accept the sludge into its system, provided that such termination shall in no way relieve the CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing or constitute a waiver of any of PVSC's rights to enforce this Agreement.

(b) In addition to its right of termination, PVSC reserves the right to institute such measures as contained in PVSC's Rules

and Regulations including, but not limited to, Section 601 Authority, Violations, etc.

(c) In the event any sludge discharged by the CUSTOMER to PVSC'S system does not meet the requirements of Section 2 (b), or any other provision of this Agreement or provisions or regulation of any governmental agency having jurisdiction, and causes unusual maintenance or operating costs to PVSC, or causes PVSC to incur any fines or penalties for violation of any USEPA, NJDEP or other governmental agency law, rule or permit, then in any such case, the CUSTOMER shall reimburse PVSC in full for such additional costs incurred, or fines or penalties assessed. Provided, however, that CUSTOMER shall not incur any liability under this subsection unless PVSC can reasonably demonstrate that the CUSTOMER, or its agents, or its sludge was the cause of the unusual maintenance, operating costs, or fine or penalty, and in no event shall CUSTOMER be responsible for reimbursement of any amount unreasonably incurred. Nonpayment of any costs or fines and penalties shall constitute a default of this Agreement.

Section 5. COVENANT BY PVSC

PVSC shall use reasonable diligence and care to provide sludge treatment service at its sewage treatment plant for the use of the CUSTOMER. PVSC shall not be liable for any failure to provide the services which are the subject of this Agreement, or for any interruption, or loss or damage resulting therefrom occasioned in whole or in part by any cause beyond the reasonable control of PVSC or any cause considered an event of force majeure.

PVSC shall not be responsible for any interruption or cessation of services due to the action of any governmental agency having jurisdiction over PVSC. If PVSC is unable to provide the service under the terms of this Agreement because of failure to obtain the necessary approval or licenses from the governmental agencies having jurisdiction over PVSC, then this Agreement shall become null and void.

Section 6. INDEMNIFICATION

The CUSTOMER agrees to indemnify and save PVSC harmless from all damages and claims for damages, actual or alleged, suits, recoveries, judgments or executions (including costs, expenses and reasonable attorney's fees) which may be made, had, brought or recovered by reason of injury for and including death resulting therefrom, to any person, or damage to the property of any person arising out of the making and performance of this Agreement; provided that this indemnification shall not apply to any damages

and claims for damages, arising from the negligence of PVSC, its agents or employees. This Agreement shall be made a part of the CUSTOMER'S Comprehensive General Liability Policy, and PVSC shall also be designated as an additional named insured on such policy.

Section 7. INSURANCE

The CUSTOMER shall, at its own cost and expense, obtain and maintain for the life of the contract, and shall cause its subcontractors to obtain and maintain for the life of their subcontracts, all statutory insurance such as worker's compensation, bodily injury liability and property damage liability insurance and automobile and truck bodily injury liability and property damage insurance to be provided in not less than the following amounts:

- | | |
|--|-------------|
| (a) Injury or death to one person | \$1,000,000 |
| (b) Injury or death to more than one person or more than a single occurrence | \$2,000,000 |
| (c) Property damage | \$1,000,000 |
| (d) Property damage on account of all occurrences | \$2,000,000 |

The CUSTOMER shall have PVSC named as an additional insured on its policy for coverages required by this Agreement, and a certificate of insurance evidencing the required insurance shall be filed by the CUSTOMER with the Executive Director of PVSC. If the CUSTOMER is self-insured, the CUSTOMER shall provide PVSC proof of its self-insurance, and provide a Certificate of Self-Insurance as required by this section.

Section 8. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be executed in the State of New Jersey, regardless of the domicile of the CUSTOMER and generator, and shall be governed by and construed in accordance with the laws of the State of New Jersey.

The Parties agree that any and all claims asserted by PVSC arising under this Agreement, or related thereto, shall be heard and determined either in the courts of the United States located in New Jersey or in the Courts of the state of New Jersey located in Essex County, New Jersey. The parties further waive all rights to trial by jury.

Further, the CUSTOMER and generator agree to waive as a defense to any actions arising out of the discharge of sludge to PVSC's facility, the fact that the CUSTOMER or generator are not entirely located within or subject to the jurisdiction of PVSC and its Rules and Regulations.

Section 9. ASSIGNMENT PROHIBITED

No assignment or transfer of this Agreement or resale of the services provided hereunder shall be made without the express written consent of PVSC, and the CUSTOMER shall not permit any use or benefit to be made of this Agreement by any other party.

Section 10. TESTING AND MONITORING

(a) The CUSTOMER shall be responsible for sludge sampling, testing, reporting or other requirement of the NJDEP and the USEPA and for the cost thereof, for monitoring for sludge quality parameters, including heavy metals and toxic organic chemicals, copies of the sludge analysis reports sent to NJDEP, USEPA and/or any other governing agency by the generator for sludge quality parameters, shall be filed with PVSC within thirty (30) days of their submission to the regulatory agency(s).

(b) The CUSTOMER shall maintain such records as necessary to demonstrate compliance with the requirements of this Agreement, PVSC's Rules and Regulations and any applicable State and Federal pretreatment standard or requirement. All records and information resulting from any monitoring activities required by this Agreement, including all records of analysis performed, shall be retained for a minimum of five years.

Section 11. SPILLAGE

Any spillage caused by the CUSTOMER, his hauler or his equipment while on PVSC property, shall be the CUSTOMER'S responsibility to properly clean up at the CUSTOMER'S expense. The clean up shall meet all Federal and State requirements and regulations, including supplying all documentation.

Section 12. VERBAL/WRITTEN COMMUNICATION

Verbal communication by the CUSTOMER shall not be accepted and no representative, agent or employee of PVSC is authorized to accept any verbal communication from the CUSTOMER to vary, alter or modify the terms of this Agreement. Similarly, no representative, agent, or employee of PVSC has been authorized to make any representations or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the CUSTOMER and PVSC.

Section 13. RE-APPLICATION

If this Agreement is renewed or extended, the CUSTOMER shall submit a complete PVSC Application including all required laboratory analysis. In addition, CUSTOMER or generator shall certify annually to PVSC that there has been no "significant change" in the sludge as defined in PVSC's Rules and Regulations. Failure to submit a complete Application or certify annually shall constitute a CUSTOMER default of this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, PVSC and the CUSTOMER have caused their respective corporate seals to be hereto affixed and attested and these presents to be signed by their respective officers duly authorized, and this Agreement to be dated as of the date first above written.

PASSAIC VALLEY SEWERAGE COMMISSION

_____	By: _____
ATTEST:	GREGORY A. TRAMONTOZZI
ALBERT LUKIN	Executive Director
Clerk	

CITY OF ASBURY PARK
Re: Asbury Park Sewerage Treatment

X _____	By: _____
ATTEST:	
_____	_____
(Print Name)	(Print Name)
_____	_____
(Print Title)	(Print Title)

SCHEDULE A

ASBURY PARK SEWERAGE TREATMENT- 2024

<u>Percent Total Solids</u>	<u>Price per 1,000 gallons</u>
Up to 4.95%	\$ 42.50
4.96% to 5.55%	\$ 47.25
5.56% to 5.95%	\$ 52.00
5.96% to 6.55%	\$ 56.75
6.56% to 6.95%	\$ 61.50
6.96% to 7.55%	\$ 66.25
7.56% to 7.95%	\$ 71.00
7.96% to 8.55%	\$ 75.75
8.56% to 8.95%	\$ 80.50



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-328

Community Affairs Resource Center will receive funding in the amount of \$30,000 to provide rental and utility assistance to residents facing homelessness.



RESOLUTION NO. 2024-328

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

RESOLUTION AUTHORIZING FUNDING TO COMMUNITY AFFAIRS RESOURCE CENTER FOR THE ADMINISTERING OF RENTAL & UTILITY ASSISTANCE WITH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

WHEREAS, the City of Asbury Park has agreed to provide funding to Community Affairs Resource Center, located at 913 Sewall Avenue; and

WHEREAS, Community Affairs Resource Center will administer the City's Rental and Utility Assistance Program funded by Community Development Block Grant (CDBG) funds to qualified residents of Asbury Park; and

WHEREAS, Community Affairs Resource Center will receive funding in the amount of \$30,000 to provide rental and utility assistance to residents facing homelessness; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account T-17-83-850-850-002 of the official budget to which the funding will be charged.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the payment of \$35,000 for rental and utility assistance to be administered by Community Affairs Resource Center.

I, LISA ESPOSITO, 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. 2024-328 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK



Community Affairs & Resource Center
913 Sewall Avenue
Asbury Park, NJ 07712

INVOICE

INVOICE #2406
DATE: JUNE 12, 2024

TO:

Cassandra Dickerson
Office of the City Manager & Mayor
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

cassandra.dickerson@cityofasburypark.com

INVOICE

DESCRIPTION	AMOUNT
For rental and utility assistance to be provided to residents of Asbury Park TIN #: 222-33-3658 <i>Payment must be received in 30 days</i>	\$ 30,000.00
Total Due: Made payable to: Community Affairs & Resource Center	\$ 30,000.00

Attachment: Invoice for Community Affairs Resource Center 6-2024 Homelessness Prevention (2024-328 : Resolution Authorizing Funding to



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-329

Security Cameras in various locations, price of the project is \$47,711.81



RESOLUTION NO. 2024-329

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

RESOLUTION AWARDING OF A CONTRACT TO MILLENIUM COMMUNICATIONS GROUP FOR SECURITY CAMERAS IN VARIOUS LOCATIONS WITHIN ASBURY PARK WITH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

WHEREAS, The City of Asbury Park received pricing from Millennium Communications Group for the installation of security cameras in designated areas of Asbury Park; and

WHEREAS, price of the project is \$47,711.81 and is attached to this Resolution; and

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

WHEREAS, this project shall be paid for with Community Development Block Grant (CDBG) funds; and

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

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

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Accounts T-17-83-850-850-008 of the official budget to which the contract will be officially charged; and

NOW, THEREFORE, BE IT RESOLBED, by the Mayor and Council of the City of Asbury Park (the "City") in the County of Monmouth, State of New Jersey authorize the award of a contract to Millennium Communications in the amount of \$47,711.81 for installation of Security Cameras.

I, LISA ESPOSITO, 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. 2024-329 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-330

Payment to Coastal Habitat for Humanity in the amount of \$109,000 to provide the Home Repair and Renovation Programs to serve Asbury Park homeowners in need of assistance with upkeep and alterations that allow them to remain safe, up to code enforcement requirements and in affordable housing. Assisted families are most often seniors who live on a fixed income and/or people with disabilities who require alterations or repairs to their homes. The projects may include ramps, repairs to rotted porches and steps, repair/installation of railings and grab bars, painting, roof repairs, general upkeep, yard work, plumbing, heating, electrical work and door and window replacement.



RESOLUTION NO. 2024-330

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

RESOLUTION AUTHORIZING FUNDING TO COASTAL HABITAT FOR HUMANITY FOR THE ADMINISTERING OF HOME REPAIR AND RENOVATION PROGRAM WITH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

WHEREAS, Coastal Habitat for Humanity, located at 1105 Memorial Drive, Asbury Park, and the City of Asbury Park has agreed to provide funding to administer the Home Repair and Renovation Program to “income eligible” Homeowners of Asbury Park; and

WHEREAS, Coastal Habitat for Humanity will receive funding in the amount of \$109,000 to provide the Home Repair and Renovation Program that incorporates three smaller programs: Love Your Neighbor, Aging in Place, and A Bush with Kindness. These programs focus on serving Asbury Park homeowners in need of assistance with upkeep and alterations that allow them to remain safe, up to code enforcement requirements and in affordable housing; and

WHEREAS, assisted families are most often seniors who live on a fixed income and/or people with disabilities who require alterations or repairs to their homes; and

WHEREAS, projects may include ramps, repairs to rotted porches and steps, repair/installation of railings and grab bars, painting, roof repairs, general upkeep, yard work, plumbing, heating, electrical work and door and window replacement; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Trust Account T-17-83-850-850-004 of the official budget to which will be officially charged.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the payment of \$109,000 for the home repair and renovation program to be administered by Coastal Habitat for Humanity.

I, LISA ESPOSITO, 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. 2024-330 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK



1105 Memorial Drive
Asbury Park, NJ 07712

Pledge

Date	Pledge #
6/13/2024	677

Donor
City of Asbury Park Community Development Block Grant 1 Municipal Plaza Asbury Park, NJ 07712

Description/Project	Amount
Funding for Home Repair Program - FY 2024	109,000.00
Thank you for your generous support.	Total \$109,000.00
Phone #	Web Site
732-898-4090	www.coastalhabitat.org

Attachment: Invoice from Coastal Habitat for Humanity 2024 (2024-330 : Resolution Authorizing Funding to Coastal Habitat for Humanity for the



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-290

Asbury Park will be listed on the new NJ Resource Center Pilot Program which will list numerous resources that may benefit the residents and other social services providers in the Greater Asbury Park area.



RESOLUTION NO. 2024-290

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

RESOLUTION APPROVING ASBURY PARK SOCIAL SERVICES LISTING ON THE NJ RESOURCE PILOT PROGRAM

WHEREAS, The City of Asbury Park has an offer to join and list on the new NJ Resource Center Pilot Program which will list numerous resources that may benefit the residents and other social services providers in the Greater Asbury Park area; and

WHEREAS, this is a free service and has been sponsored by Senator Gopal; and

WHEREAS, the City of Asbury Park is always looking for new and diverse opportunities to assist residents; and

WHEREAS, this information service will be available 24 hours a day, it will be anonymous and the “Findhelp” search will be available in 100 languages which will benefit the diverse population of the City of Asbury Park;

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 the City of Asbury Park’s Social Services Department is hereby authorized to join the NJ Resource Center online program.

I, LISA ESPOSITO, 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. 2024-290 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-2100
WWW.CITYOFASBURY PARK.COM



JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
ANGELA AHBEZ-ANDERSON, COUNCILMEMBER
EILEEN CHAPMAN, COUNCILMEMBER
YVONNE CLAYTON, COUNCILMEMBER

LILLIAN L. NAZZARO, ESQ., CITY MANAGER
LISA ESPOSITO, RMC, CITY CLERK

MEMO

To: Council
From: Lillian Nazzaro, Esq. City Manager
Date: June 10, 2024
Re: Resolution #2024-290

CBO, Community Based Resource, is a Monmouth pilot sponsored by Senator Gopal. The program is funded by NJ Dept of Human Services. Available in over 100 languages, it is a search engine (similar to that of google) that allows residents, employees and our social services dept to search for free or reduced-cost resources like food, housing, financial assistance, and health care. It is not designed to replace existing resources that are currently available, but instead to *supplement* other programs and help fill in any gaps in offerings so all residents, including underserved populations can have the same access. Some examples of services available in the search tool help connect people with include mental health services, substance use resources, food insecurity, housing, and financial assistance. It lets the consumer know where they can find help based on what they are looking for. It is a web-based tool that can be made available on town and/or school web sites. Moreover, our social services department is able to monitor the activity of anonymous searches by logging in to track what needs of services our residents are searching for the most. This will help our social services team shift initiatives, if necessary.

**The best way to understand this is to go to <https://helpnewjersey.findhelp.com>
You can see how the program works and what type of services are offered.**

Trusight is contracted with the State to do the outreach to municipalities and assist in implementing the program.

Linking Monmouth County to Community Based Resources (CBO)

for assistance with financial, food, housing, mental health, substance use disorder, etc.

Pilot Funded by NJ Department of Human Services - NJ State Contract #AS 1916



Offering a Solution to “Find Help” that is:

- 1) Easy, Accessible, Private/Anonymous!
- 2) Doesn't Replace Existing Options---Instead Supplements
- 2) No wrong door, no wrong time....
- 3) Improves trust through engagement



How do we support organizations?

Open Network and Staff/Family Tool

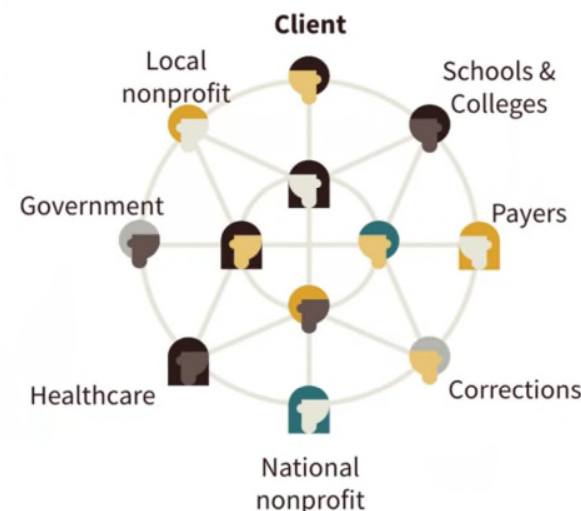
Free, mobile-friendly search and referral tool accessible to anyone across the US;

Private and secure

HIPAA/FERPA Compliant, and HITRUST Certified. [Per-referral consent](#) model;

Flexible Tools and Ongoing Support

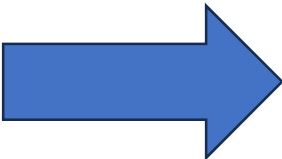
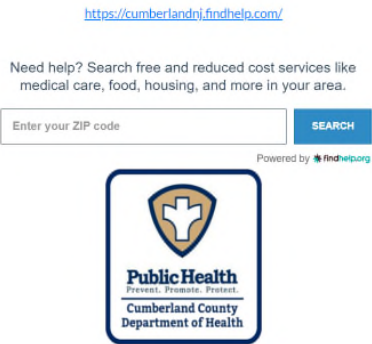
Organizations use our free suite of tools to match existing workflows and priorities. The suite includes 4 analytics dashboards.



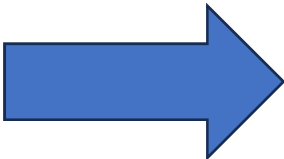
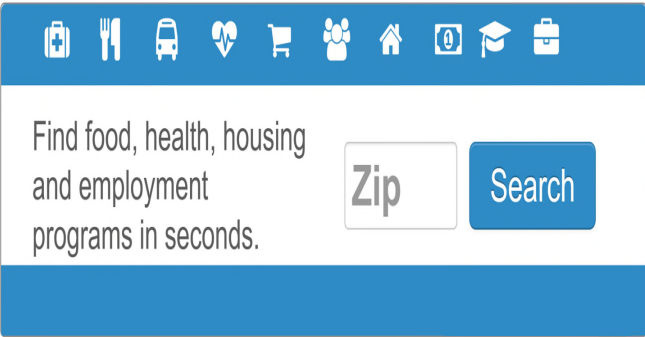
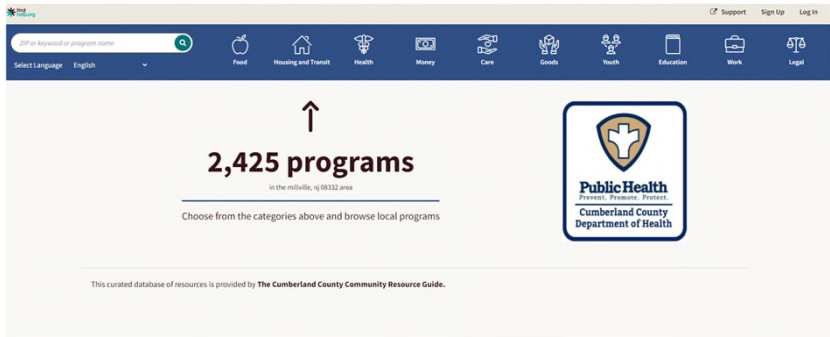
“Needs” Search Engine Widget is Deployed on Each Town’s Website

Example Community Widgets: The town, county or school supplies content to introduce the widget and explain to users about how to begin their community needs search for help.

Healthy Links & Resources



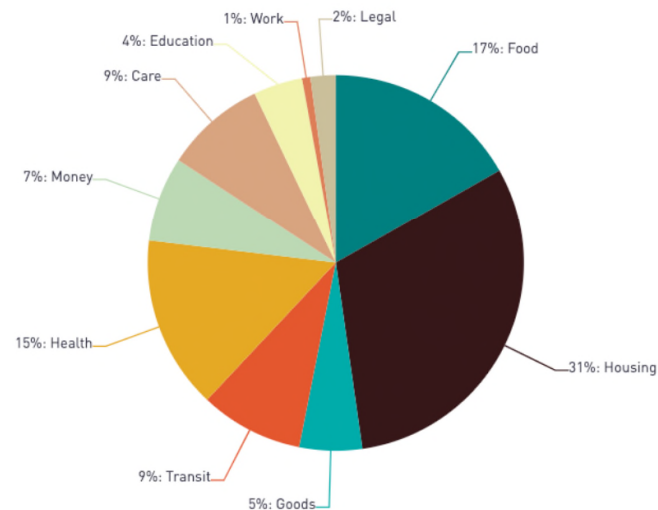
Widget Search: Pushes user to program branded page for drill down assistance to identify & connect community resources searched by the user. The Mayors Wellness Campaign had deployed this in Jersey City, Cumberland County, Trenton & Camden.



Monmouth County Recent Needs Searches



① Searches by Category | 90 Days



① Most Common Search Terms | 90 Days

TERM	DOMAIN	SEARCHES
food pantry	food	676
help pay for housing	housing	487
temporary shelter	housing	437
transportation	transit	290
financial assistance	money	185
housing vouchers	housing	157
help pay for utilities	housing	155
transportation for healthcare	transit	151
help find housing	housing	144
support groups	care	134
english as a second language (esl)	education	131
food delivery	food	116
meals	food	94
residential housing	housing	85
help pay for healthcare	health	83



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-331

APW Redeveloper LLC, an affiliate of Asbury Partners LLC (collectively, the “Applicant”), proposes a 45-unit townhouse residential community development project on an approximately 1.83-acre City block bounded by Kingsley Street, Webb Street, Seventh Avenue and Eighth Avenue. One row of townhouses (10 Homes) is located along the Eighth Avenue Street frontage and a similar row of townhouses is located along Seventh Avenue Street frontage. Another two rows of townhouses (comprised of 7 townhouses and 8 townhouses) are located along the Kingsley Avenue frontage. The final two rows of townhouses (comprised of 5 Homes each) are located with one Building fronting on Webb Street and another Building parallel to same located at the interior of the lot. This resolution is to adopt the Subsequent Redeveloper Agreement and refer the project to the Planning Board for Site Plan Review.



RESOLUTION NO. 2024-331

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

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF ASBURY PARK
AUTHORIZING THE CITY OF ASBURY PARK TO ENTER INTO A SUBSEQUENT
DEVELOPER AGREEMENT WITH ASBURY PARTNERS, LLC AND APW
REDEVELOPER, LLC REGARDING RESIDENTIAL DEVELOPMENT ON BLOCK
4306, LOTS 1 THROUGH 8 (200- 210 EIGHTH AVENUE, 201-209 SEVENTH AVENUE
AND 1604 WEBB AVENUE) 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, 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 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, on October 28, 2002, the City and Asbury Partners LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” (“**Redeveloper Agreement**”), 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 choose to undertake itself, or through agreements with selected subsequent developers; 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, in 2018, the City adopted the First Amendment to the Redeveloper Agreement (the “**First Amendment**”) (the “Amended and Restated Redeveloper and Land Disposition Agreement” together with any subsequent amendment shall be referred to hereinafter 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 person or entity wishing to redevelop their property or a property in which they have a beneficial interest shall first be designated as a Subsequent Developer” 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, APW Redeveloper, LLC (“the **Entity**”) is a wholly owned subsidiary of the Master Developer and has proposed to develop the property identified as Block 4306, Lots 1-8 on the tax maps of the City, an approximately 1.83-acre City block bounded by Kingsley Street, Webb Street, Seventh Avenue and Eighth Avenue, which is located within the Redevelopment Area (the “**Project Site**” or the “**Property**”). The Entity proposes forty-five (45) for-sale Townhouses in six (6) buildings under the condominium form of ownership including related site improvements (collectively, the “**Project**”) in accordance with all Governmental Approvals; and

WHEREAS, in addition to the Townhouses, the Project will include all related site improvements including landscaping, stormwater features, and parking facilities; and

WHEREAS, the Project shall also incorporate certain sustainability design features; and

WHEREAS, prior to construction of the Project, **K. HOVNANIAN’S DELTA AT ASBURY PARK URBAN RENEWAL, LLC** intends to acquire the Property and assume all obligations of the Entity; and

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

WHEREAS, the Application, along with a presentation, was reviewed by the Technical Review Committee (the “**TRC**”) at a meeting on September 12, 2023, and the Application, through the resubmission of the project description and concept plans, has addressed or will address comments verbally received from the TRC, as described in the Project Description; and

WHEREAS, other details of the Project not specifically addressed herein or by the TRC shall be addressed by the Planning Board, including but not limited to engineering, additional landscaping, if any, and other such components; and

WHEREAS, the Mayor and City Council approve of the Project proposed by the Entity and the City, Master Developer and the Entity desire to enter into a Subsequent Developer Agreement in substantially the form attached hereto as Exhibit A for the redevelopment of the Project Site to set forth the obligations of each with respect to the Project.

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. Approval of the Subsequent Developer Agreement. The Subsequent Developer Agreement in substantially the form attached hereto as Exhibit A is hereby approved, subject to the condition set forth in Section 6 below.

Section 3. 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 substantially the form attached hereto as Exhibit A and with such changes, insertions and omissions thereto as the Mayor, after consultation with 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 4. 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 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 5. 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 6. Referral to the Planning Board. This matter is 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 7. Effective Date. This Resolution shall take effect immediately.

I, LISA ESPOSITO, 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. 2024-331 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK

Exhibit A (to the Resolution)
Form of Subsequent Developer Agreement

Attachment: Exhibit A Cover page (2024-331 : SDA for the Delta Block 4306, Lots 1 Through 8)

FINAL

SUBSEQUENT DEVELOPER AGREEMENT
BY AND BETWEEN
THE CITY OF ASBURY PARK, AS REDEVELOPMENT ENTITY,
ASBURY PARTNERS, LLC, AS MASTER DEVELOPER
AND APW REDEVELOPER, LLC
AS SUBSEQUENT DEVELOPER
Dated: _____, 2024

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SUBSEQUENT DEVELOPER AGREEMENT

THIS SUBSEQUENT DEVELOPER AGREEMENT made this _____
_____ 2024 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;

AND

ASBURY PARTNERS, LLC, in its capacity as Master Developer pursuant to the hereinafter defined Redeveloper Agreement (the “**Master Developer**”), with principal offices at 1089 Ocean Avenue, Third Floor, Asbury Park, New Jersey 07712, along with its permitted successors and/or assigns;

AND

APW REDEVELOPER, LLC with principal offices located at 1089 Ocean Avenue, Third Floor, Asbury Park, New Jersey 07712, (the “**Entity**” and, collectively with the City and Master Developer, each, a “**Party**” and collectively, the “**Parties**”), a New Jersey limited liability company qualified, or to become 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**”).

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, 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 undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; and

WHEREAS, on June 13, 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 August 1, 2018, the parties executed 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 person or entity wishing to redevelop their property or a property in which they have a beneficial interest shall first be designated as a Subsequent Developer” 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 the property identified as Block 4306, Lots 1-8 on the tax maps of the City, an approximately 1.83-acre City block bounded by Kingsley Street, Webb Street, Seventh Avenue and Eighth Avenue, which is located within the Redevelopment Area (the “**Project Site**” or the “**Property**”), and, thereafter, sell forty-five (45) for-sale Townhouses (the “**Structures**”) under the condominium form of ownership including related site improvements (collectively, the “**Project**”) in accordance with the project description and concept plans collectively attached hereto as Exhibit A (“**Project Description**”) and the approval by the City’s Planning Board, and in accordance with all Governmental Approvals (as defined herein); and

WHEREAS, in addition to the Structures, the Project will include all related site improvements including landscaping, stormwater features, and parking facilities in accordance with the project description and concept plans, as described in the Project Description, and the approval by the City’s Planning Board to be obtained on 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, the Application, along with a presentation, was reviewed by the Technical Review Committee (the “TRC”) at a meeting on September 12, 2023, and the Application, through the resubmission of the project description and concept plans, has addressed or will address comments verbally received from the TRC, as described in the Project Description; and

WHEREAS, other details of the Project not specifically addressed herein or by the TRC shall be addressed by the Planning Board, including but not limited to engineering, additional landscaping, and other such components; 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(d)(v) 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.

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“Applications for Governmental Approvals” shall mean the Plans (as defined herein), 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 Approval Date” shall be defined as set forth in Section 4.03 of this Subsequent Developer Agreement.

“CAFRA Permit” shall be defined as as set forth in Section 3.03(n) of this Subsequent Developer Agreement.

“Certificate of Completion” shall mean the Certificate of Completion as set forth in Section 4.07.

“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 the commencement of 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 3.03(a), (b), (l), (m), and (n) of this Subsequent Developer Agreement, which shall be recorded by the Entity or its permitted transferee prior to the Commencement of Construction

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“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 (i) any permitted transferee upon assignment of the Agreement pursuant to Section 5.02; and (ii) 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 limited 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 (as defined herein).

“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 Tax Exemption Law (as defined herein).

“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.

“Governmental Approval Period” 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 (as defined herein).

“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 investment and asset management company (whether acting in its own name or through a fund or entity established and managed by such company),, 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; or (ii) in the case of an investment and asset management company, has historical investments exceeding \$1,000,000,000 and can demonstrate sufficient capital for the Project Star Holdings and Safehold Inc. are deemed to be an Institution. A wholly owned affiliate of Star Holdings or Safehold Inc. funded in whole or in part by Star Holdings or Safehold Inc. is also deemed to be an Institution. Participatory lending arrangements among Institutions shall be permitted.

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

“Land Bank” shall be defined as set forth in Section 5.02 of this Subsequent Developer Agreement.

“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.

“Municipal 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.

“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.

“Party” or “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 the preamble and described in Exhibit A.

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

“Project Description” shall be defined as set forth in the preamble and described in Exhibit A.

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

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

“Project Site” or **“Property”** shall be defined as set forth in the preamble.

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

“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(d) 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.

“Required Infrastructure” shall be defined as set forth in Section 4.04(d) of this Subsequent Developer Agreement.

“**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.

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

“**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.

“**Tax Exemption Law**” shall be defined as set forth in the preamble.

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

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

“**Unit**” means each individual dwelling unit within the Project.

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

ARTICLE 1A DESIGNATION AS SUBSEQUENT DEVELOPER

1.01 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 Redevelopment Agreement, as amended, and this Subsequent Developer Agreement. This designation shall terminate upon the first of the following to occur: (i) the Outside Approvals Date (but only if all conditions subsequent set forth in Section 6.01 hereof are not satisfied on or before such date), *without any further action of any Party hereto*, unless all Parties take action (before or after the Outside Approvals Date) to extend the Outside Approvals 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) 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 Ten Property Holdings, LLC and Asbury Partners, LLC (as Seller) and K. Hovnanian New Jersey Operations, LLC (as Purchaser) is terminated for any reason prior to Subsequent Developer taking title to the Property.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.01 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; and
- (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.

2.02 Representations and Warranties of the Master Developer. The Master Developer hereby makes the following representations and warranties:

- (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

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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; and

- (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.

2.03 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 is 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 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 by the Entity, 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; and
- (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, subject to certain conditions set forth herein.

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 in accordance with Section 5.02 or Section 5.03 of this 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. Nothing hereunder shall be deemed to prohibit the Entity from subjecting the Property to the condominium form of ownership, including customary terms and restrictions as to same, pursuant to the New Jersey Condominium Act.
- (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 three (3) 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; and
 - iv. Establish four (4) 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 action 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.

ii. Entity shall hold two Workforce Information Sessions (each a **“Workforce Information Session”**) for City residents at a location within the City of Asbury Park’s West Side neighborhood, located to the west of Main Street in Asbury Park. One workforce session shall take place in the evening on a weeknight and the second shall be on a weekend from the hours of 1 to 3 PM. 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 commercial 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 third 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 Director of Planning and Redevelopment and the Business Development Administrator and the Career Centers at Asbury Park High School, the regional Vocational/Technical School, 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. In addition, if the City provides a list of local West Side and Main Street businesses, community organizations and houses of worship who want to receive notice of the Workforce Information Session, the Entity shall distribute paper advertisements to those businesses and organizations on the list prior to the Workforce Information Session. These advertisements shall be in English, Spanish and Haitian Creole.

iii. The Entity shall provide to the City Manager, and the Director of Planning and Redevelopment and the Business Development Administrator within thirty (30) days after the final 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, with personal identifiers redacted. 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 and the Director of Planning and Redevelopment and the Business Development Administrator 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 {377117.DOCX.3}14

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Asbury Park Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council, in the amount of \$5,000.00 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 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 (m) 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. Additionally, the Entity shall provide any published notice or advertisement regarding the workforce opportunities arising out of the Project under this Section 3.03 (l) to the City for translation from English to Spanish and Haitian Creole. If the City translates any notice to Spanish or Haitian Creole, the Entity shall publish it.
- 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 ("CAFRA Permit") 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. The Entity acknowledges and agrees that only the City and Master Developer and its affiliates are permitted to seek modification of the CAFRA Permit, provided that the City and Master Developer agree not to modify the CAFRA Permit in a manner that prohibits, delays, or imposes additional costs or obligations upon, the construction of the Project as designed by the Entity.

- (o) The Entity shall record the Declaration of Covenants and 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) applicable to the Project (the “**Deficiency Amount**”), if any, and the Special Assessment Agreement shall provide as such. The Entity’s obligation to pay this 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.

The Entity shall ensure that any agreements with its lessees, assigns, and transferees (other than purchasers of completed residential units) shall reflect the covenants set forth in Section 3.03 herein.

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. In the event that the Subsequent Developer Agreement is terminated, the Parties shall prepare a release of the Declaration for execution for purposes of terminating same.

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

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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, including, but not limited to, as required by the Planning Board.

4.02 Amendments to Application. The Entity shall not make any material change to its Application. In the event 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. The consent of the City and the Master Developer shall be required with respect to material changes in the Application.

4.03 Application for Governmental Approvals for Project Site. The Entity shall use commercially reasonable efforts to submit, within sixty (60) days of the Effective Date: (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 and subdivision 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. On or by January 19, 2026, the Entity shall obtain all Governmental Approvals, excluding Building Permits for the Project (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 one hundred and twenty (120) days 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 and as set forth in the Project Schedule attached hereto as Exhibit B.

- (a) Commencement of Construction for the Project. No later than sixty (60) days after the Building Permits Approvals 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; except that the Entity may Commence Construction prior to the execution of the Special Assessment Agreement, as required by Section 4.09(e).
- (b) Completion of Construction of the Project. No later than twenty four (24) months after the date on which the RABs are issued, the Entity shall Complete Construction of the Project, as well as any other components of the Project.
- (c) Site Access and Logistics. The Entity shall construct the Project in accordance with the Site Access and Logistics Plan attached hereto as Exhibit D and the City agrees to the utilization of the public right-of-way and a portion of Block 4302, Lot 1 as set forth thereon.

- (d) Infrastructure. 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. Master Developer shall be obligated to install any incomplete public infrastructure that is the responsibility of the Master Developer under Section 4(b) of the First Amendment to the Redevelopment Agreement and that is required in order to construct and operate the Project (“**Required Infrastructure**”). The Entity and Master Developer shall coordinate the scheduling and sequencing of the Master Developer’s construction of all Required Infrastructure under the Infrastructure Component Report, such that Master Developer will complete the Required Infrastructure ninety (90) days prior to the date on which the Entity anticipates applying for a temporary certificate of occupancy for the first residential unit, unless Master Developer and the Entity agree on a different mutually acceptable schedule during construction.
- (e) Sustainability Features. The Entity shall exercise good faith efforts to incorporate sustainability design features into the Project sufficient for LEED Silver Certification with such standards set by the U.S. Green Building Council (USGBC); such features may include but are not limited to electric vehicle charging readiness, energy efficient mechanical equipment, low flow plumbing fixtures, green stormwater management components, and infiltration systems for groundwater recharge. A preliminary LEED Checklist of calculations for the Project with a listing of certain sustainability features to be incorporated into the Project is attached hereto as Exhibit F. For the avoidance of doubt, the Parties acknowledge and agree that actual certification from the USGBC is not required hereunder and the attached LEED Checklist may be revised by the Entity to reflect final design changes (although the total values achieved under any such revised LEED Checklist will still meet the specified value).

4.05 Progress Reports.

- (a) Reporting Requirements. 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 and compliance with the CAFRA Permit as set forth in Section 3.03(n); (v) the incorporation of sustainability features into the Project; and (vi) 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, as 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,

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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 and Article 6 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 forced 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 the Project. 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 have no responsibility or obligation under this Agreement.
- (b) Following the issuance of all of 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 the Project 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.

4.08 Building 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) 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 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 prior to 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
- (d) 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.
- (e) 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 pledged portion 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(e)(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. The Entity's obligation to pay any 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.

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

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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; and (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 provided, however, that the managing member of K. HOVNANIAN'S DELTA AT ASBURY PARK URBAN RENEWAL, LLC, which managing member is an affiliate of K. HOVNANIAN'S DELTA AT ASBURY PARK URBAN RENEWAL, LLC, may without further action or consent by the City or City Council, transfer and assign to a financial partner, membership interests in K. HOVNANIAN'S DELTA AT ASBURY PARK URBAN RENEWAL, LLC, so long as said managing member (i) retains a membership interest in, and continues as the managing member of, K. HOVNANIAN'S DELTA AT ASBURY PARK URBAN RENEWAL, LLC, (ii) the Project is branded as a K. Hovnanian community, and (iii) said managing member retains day-to-day management responsibility for K. HOVNANIAN'S DELTA AT ASBURY PARK URBAN RENEWAL, LLC. 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, Star Holdings, or Safehold 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; and (iv) such assignment does not violate any of the Governmental Approvals. Nothing contained herein shall prohibit the transfer of the Property, or of any rights under this Subsequent Developer Agreement to K. HOVNANIAN'S DELTA AT ASBURY PARK URBAN RENEWAL, LLC, without further action or consent by the City or City Council, provided (i) K. HOVNANIAN'S DELTA AT ASBURY PARK URBAN RENEWAL, LLC shall assume all of the obligations of the assignor Entity hereunder, and the

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Entity shall be released; (ii) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer; and (iii) such assignment does not violate any of the Governmental Approvals. Notwithstanding the foregoing, Entity may utilize a Land Bank for the benefit of Entity, provided that Entity remains obligated for all Entity obligations hereunder and shall not constitute a prohibited transfer. For the purposes of this paragraph, a “**Land Bank**” transaction shall mean the assignment to a third party Institution in which the third-party Institution provides acquisition and development financing to Entity in a structure in which the third-party Institution acquires title to the Property from the current owner at closing and simultaneously enters into acquisition and development contracts for the Property with Entity. At all times, the Entity shall remain responsible for the actions of the third-party Institution relative to this Subsequent Developer Agreement.

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, as evidenced by the issuance of a Certificate of Completion for the Project or any portion thereof, 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 that has not received a Certificate of Completion 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; and (vi) any easements, rights-of-way, or licenses contemplated to be recorded by the Entity in connection with the Governmental Approvals for the Project.
- (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 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 the 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.

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 herein, 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

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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 Permits 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 4.03 and Section 4.04 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; (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; or (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 (except as to Units that have already been sold by Entity to a residential home buyer) 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; (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 (iii) 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,

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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, subject to the provisions of the Open Public Records Act (“**OPRA**”), N.J.S.A. 47:1A-1, *et seq.*
- (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; (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. When sent to Entity, a copy shall concurrently be provided to Entity's counsel in accordance with the above, to the following address:

If to the City:
Lillian L. Nazzaro, Esq.
City Manager
1 Municipal Plaza
Asbury Park, New Jersey 07712

With a copy to:
Joanne Vos, Esq.
Maraziti Falcon, LLP
240 Cedar Knolls Road, Suite 301
Cedar Knolls, New Jersey 07927

If to the Subsequent Developer or Master Developer:

Asbury Partners and APW Redeveloper, LLC
c/o Starfield Companies
1089 Ocean Avenue, Third Floor
Asbury Park, NJ 07712
Attn: Brian Cheripka
Phone: (732) 774-1143
Facsimile No.: (844) 315-7820
[E-Mail: bcheripka@starfieldcompanies.com](mailto:bcheripka@starfieldcompanies.com)
with a copy to:

GIBBONS P.C
One Gateway Center
Newark, NJ 07102
Attn: Jennifer Phillips Smith Esq.
Email: jsmith@gibbonslaw.com

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:_____

Title:_____

Witness:

ASBURY PARTNERS, LLC

By:_____

Name: Brian A. Cheripka

Title: Authorized Signatory

Witness:

APW REDEVELOPER, LLC

By:_____

Name: Brian A. Cheripka

Title: Authorized Signatory

EXHIBIT A

Project Description and Concept Plan

Overview

APW Redeveloper LLC, an affiliate of Asbury Partners LLC (collectively, the “**Applicant**”), proposes a 45-unit townhouse residential community development project on an approximately 1.83-acre City block bounded by Kingsley Street, Webb Street, Seventh Avenue and Eighth Avenue, described on the City of Asbury Park’s Tax Maps as Block 4306, Lots 1-8 (hereinafter referred to as the “The Delta Townhouse Development Project” or the “Project”). The Project is located within Asbury Park’s Waterfront Redevelopment Area (“**WRA**”).

The Project will consist of six (6) rows of Buildings ranging from 5 homes to 10 homes in each Building string. One row of townhouses (10 Homes) is located along the Eighth Avenue Street frontage and a similar row of townhouses is located along Seventh Avenue Street frontage. Another two rows of townhouses (comprised of 7 townhouses and 8 townhouses) are located along the Kingsley Avenue frontage. The final two rows of townhouses (comprised of 5 Homes each) are located with one Building fronting on Webb Street and another Building parallel to same located at the interior of the community (i.e. the only Building without any public street frontage). ***The interior building has been reoriented so that the front doors face the pedestrian walkway coming from Kingsley Street.***

Applicant will seek preliminary and final site plan approval and subdivision approval to consolidate the existing 8 lots into 3 proposed lots. As part of the subdivision, Applicant seeks variances to allow the secondary frontages of two of the proposed blocks to be less than 100 feet. Applicants will also seek design waivers, as required.

Architectural Design

The architectural design of the Project has evolved to reflect comments made by the Technical Review Committee and the City’s planning staff and consultants. The submitted architectural renderings depict that evolution in design, with examples of the architectural renderings from the September 12th TRC meeting, an interim October 30th submission, and finally, the currently proposed design.

The Project advances the design principles set forth in Section 2.2 (Redevelopment Objectives) of the Asbury Park Waterfront Redevelopment Plan (“**WRP**”) by developing new residential Buildings that extend Asbury Park’s Oceanside character in a contemporary way. The proposed shingle style, lap style, and board-and-batten cladding references a traditional shore aesthetic while presenting a curbside appearance that is emblematic of newer coastal architecture. The overall layout of the townhome community emphasizes the frontages along Seventh Avenue, Eighth Avenue, Kingsley Street and Webb Street and reinforces the walkable urbanism of the area.

Careful consideration has been taken towards the details and the articulation of facade materials to achieve the City’s goals of high-quality architecture and creating a pleasant and attractive environment for pedestrians. By varying the shake colors as well as the heights and colors of the bay projections, the proposed façade design becomes dynamic and gains dimensionality while

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maintaining a balanced overall composition. Quality building materials, including Hardie panel shingle siding, lap siding, and board & batten siding, and metal railings have been selected based on the site's architectural context. All building frontages will have substantial landscaping including a majority of native plantings and street trees.

Building Program

With the exception of a single 3-story townhouse Building comprised of 5 townhouses (located along the center of the city block adjacent to Webb Street – which is necessary to remain within the Waterfront Redevelopment Area height restrictions), the remaining 40 townhouses are all proposed to be 4 stories in height, with rooftop balconies.

The two end units of each townhouse row are proposed to be approximately 20 feet wide and 40 feet deep and will be approximately 2402 square feet with two-car garages and two parking spaces in the driveway of each townhouse. The height of each corner unit is approximately 46'8", measured from grade at the foundation to the peak of the roof. All the interior townhomes are anticipated to be approximately 16 feet wide and 40 feet deep and will be approximately 2,040 square feet with single car garages and one parking space in the driveway of each townhouse.

Each townhouse will provide ample space and accommodating social environments with open floor plans between the great room, dining room and kitchen. All the townhouses will have 4 bedrooms and will offer luxury primary suites with large walk-in closets and ensuite baths. Each townhouse dwelling will have 4 ½ baths. Each townhouse will have a large rooftop deck (in excess of 180 square feet) which will enhance the outdoor utility of the overall community and provide unparalleled views and enjoyment to each homeowner.

Zoning/Waterfront Redevelopment Plan Compliance

The Project is located on an approximately 1.83-acre site within Block 4306, Lots 1-8, as described above. The proposed condominium community is largely consistent with the requirements and the guidelines of the WRP. The overall tract exceeds the minimum lot area and frontage requirements of the WRP, at least as to the primary frontage of each proposed lot. The secondary frontages require variances.

A total of 114 parking spaces are provided, which exceeds the requirement of 67.5 parking spaces (based on 1.5 spaces per dwelling unit). All garages are oriented towards the internal drive aisles and courtyard areas.

Applicant will revise the proposed temporary subdivision lines so that they conform with the lot frontage requirements under the WRP.

The following relief from the WRP will be required:

Design Exceptions (with references to the Waterfront Redevelopment Plan)

- Design exception to permit sliding doors, as well as some fixed windows where hinged doors and windows are required under the WRP. This aspect of the proposed application is present in other developments throughout the entire WRA.

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- Design exception to permit windows installed flush with the outer surface of the façade – i.e. no window sills. This aspect of the proposed development is present in other developments throughout the entire WRA.
- Balconies are not visibly supported by brackets and not continuous but this aspect of the proposed development is present in other communities within the WRA.
- Garage doors that exceed a maximum width of 9 feet in order to accommodate the 2-car garages on the end townhomes.
- Doors shall be painted wood or composite wood. Doors are not all wood.
- Color – the chosen white and beige colors are not within the yellow/red quadrant of the color wheel.
- Wall finish – the walls are not being finished with stucco.
- Yard Equipment, including HVAC, utility meters, clotheslines, satellite dishes, play equipment, hot tubs, and the like shall be permitted at rear yards only. Utility meters have been tucked into the interior sides of the buildings to minimize view.
- Decks shall be made of wood and located within rear yards only. Rear decks are made of higher quality materials

Environmental

If the Project is approved, the site will be remediated to NJDEP standards. The applicant will obtain a Response Action Outcome for each of the three lots.

Infrastructure Improvements

Block 4306 requires comprehensive replacement of all stormwater pipes, sanitary sewer, water, gas, electric, cable, curbing, sidewalks, street trees, street lights, trash cans, and other streetscape items as required by or in order to facilitate the implementation of the Approved Development Plan to be implemented by Master Developer Asbury Partners, LLC.

As part of the Infrastructure Improvements, Applicant will seek to have the bus shelter relocated to the right-of-way, near its current location or in a location approved by the appropriate governmental entity.

Municipal Revenue

The Delta Townhomes project as a development within the Waterfront Redevelopment Area will be funding the infrastructure fees.

- **Utility/Sewer Fee:** The Utility/Sewer fee is \$5,904.00 per unit, totaling \$265,680.00.
- **Annual Tax Revenue:** Currently Asbury Partners, LLC and AP Five Prop Holdings LLC pays annual taxes of \$129,678. Based on a gross sell out of the units, annual tax revenue generated from the PILOT payment to the City will be approximately \$300,818.

Comments from Technical Review Committee and Responses

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The Applicant met with the City's Technical Review Committee (TRC) on September 12, 2023. Through the resubmission of the enclosed plans, Applicant has addressed or will address the following comments verbally received from the TRC:

1. Vertically accentuate the corners of the building at the corners of Kingsley Street.

RESPONSE: Applicant has modified the roofline of the units at the corners of Kingsley Street to increase the height at the corners, changed the color treatment, increased the amount of glass facing towards 7th and 8th Avenues, added pergolas for architectural interest, and varied the materials.

2. Revise the side elevations to introduce more glazing and façade articulation.

RESPONSE: More windows have been added to the side elevations at the corners of Kingsley Street and 7th and 8th Avenues, along with color variation.

3. Consider varying and adding to the color palette.

RESPONSE: Applicant has reduced the use of grey siding and increased the prevalence of the white and beige siding. The color palette is shown on Page 10 of the architectural plans.

4. Delineate pedestrian walkways along the driveways to the rear of each building.

RESPONSE: Before the plans are submitted to the Planning Board, Applicant will revise the plans to delineate an interior pedestrian walkway along the internal drive aisles, as requested.

5. Provide a sidewalk along the frontage of Building 6.

RESPONSE: The site plans have been revised to include the requested sidewalk.

6. Consider an architectural or landscape feature to create visual interest in the gap between Buildings 1 and 2 and Buildings 3 and 4.

RESPONSE: In the areas between Buildings 1 and 2 and Buildings 3 and 4, the retaining walls and driveway configurations were revised to increase the planting area and provide a fence. The Applicant is now providing sufficient means to effectively screen headlights from the site.

7. Reduce the color temperature of the site lighting to 2700K.

RESPONSE: Agreed. The site lighting has been revised to comply.

8. Modify the landscape plan in accordance with recommendations by the Board Planner.

RESPONSE: The plant palette was revised to eliminate the Liriope ground cover and replace it with Sedge (Carex) species as requested by the Board Planner. The plantings in the driveway strips also have been revised to provide more diversity and appeal.

The TRC further recommended that Building 6 (interior building) should be eliminated from the development. Applicant does not intend to eliminate Building 6, as it is a permitted use. However, Applicant has “flipped” the orientation of Building 6 so that the front doors now face towards Kingsley Street, and specifically towards the pedestrian walkway that provides access from Kingsley Street

A Concept Plan, including architectural renderings of the Project, follow on the succeeding pages of this Exhibit.

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 Effective Date
Governmental Approval Date	January 19, 2026
Building Permits Approvals Date <i>Within 120 days of the Government Approval Date</i>	May 19, 2026
Commencement of Construction <i>One hundred and eighty (180) days after the Governmental Approval Date</i>	July 18, 2026
Completion of Construction <i>Twenty Four (24) months after the Building Permits Approval Date</i>	July 18, 2028
Outside Approvals Date <i>Sixty days (60) following the Building Permits Approvals Date</i>	July 18, 2026

EXHIBIT C**Declaration of Covenants and Restrictions****DECLARATION OF COVENANTS AND RESTRICTIONS**

This Declaration of Covenants and Restrictions (“Declaration”), is made this ____ day of 202__, by [SUBSEQUENT DEVELOPER] with principal offices located at [ADDRESS], 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, 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, 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 undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; and

WHEREAS, on June 13, 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 August 1, 2018, the City executed 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 person or entity wishing to redevelop their property or a property in which they have a beneficial interest shall first be designated as a Subsequent Developer” 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 is the owner of property identified as Block 4306, Lots 1-8 (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 are party to 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 Project 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 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 applicable portion of 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, 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 entirely or in applicable portions, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project, or applicable portions, 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 encourage fifteen (15) percent local resident participation in the construction of the Project.

- (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.
- (r) 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. The

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3115904.13 104094-109539

Entity, and not the Master Developer, shall pay the Deficiency Amount (as defined in the Infrastructure Ordinance) applicable to the Project, if any, and the Special Assessment Agreement shall provide as such. The Entity's obligation to pay this 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.

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 4306, Lots 1-8 (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.

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 have no 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]

IN WITNESS WHEREOF, the Entity has executed this Declaration of Covenants and Restrictions as of the date first written above.

Witness:

[SUBSEQUENT DEVELOPER]

By:_____

Name:_____

Title:_____

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 **[SUBSEQUENT DEVELOPER]**, 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 D

Site Access and Logistics Plan

See attached plan (the “Logistical Plan”). As shown on the Logistics Plan, the Entity’s use of the public right-of-way (the “ROW”) during construction of the Project is anticipated to be as follows:

- 1) The first building to be constructed (sometimes referred to as Building #4) will require use of the Webb Street ROW and Eighth Avenue ROW at their intersection as shown by dotted outline on the Logistical Plan. Use of the ROW will begin at the start of construction of Building #4 and continue for approximately four (4) months.
- 2) The second building to be constructed (sometimes referred to as Building #3) will require use of the Eighth Avenue ROW and the Kingsley Street ROW at their intersection as shown by dotted outline on the Logistical Plan. Use of the ROW will begin two (2) months after the start of construction of Building #4 and continue for approximately four (4) months after the start of construction of Building #3.
- 3) The third building to be constructed (sometimes referred to as Building #2) will require use of the Seventh Avenue ROW and the Kingsley Street ROW at their intersection as shown by dotted outline on the Logistical Plan. Use of the ROW will begin two (2) months after the start of construction of Building #3 and continue for approximately four (4) months after the start of construction of Building #2.
- 4) The fourth building to be constructed (sometimes referred to as Building #1) will require use of the Webb Street ROW and the Seventh Avenue ROW at their intersection as shown by dotted outline on the Logistical Plan. Use of the ROW will begin two (2) months after the start of construction of Building #2 and continue for approximately four (4) months after the start of construction of Building #1.

Also see attached Trailer Location Plan, depicting the location of the construction and sales trailers for the Project on Block 4302, Lot 2. Through this Agreement, the City hereby approves the temporary use and location of the trailers on Block 4302, Lot 2. The Entity or K. HOVNANIAN’S DELTA AT ASBURY PARK URBAN RENEWAL, LLC shall enter into an agreement with the owner of Block 4302, Lot 2 prior to Commencement of Construction.

EXHIBIT E

<u>Unit/Model Name</u>	<u>Quantity of Units/Model</u>	<u>Sales Price Per Unit/Model</u>	<u>Total Sales Price for Units</u>
Ardmore	33	\$1,079,990	\$35,639,670
Cape Elizabeth	12	\$1,194,990	\$14,339,880

Sales Prices are the Base Sales Prices

EXHIBIT F
Sustainability Checklist

{377117.DOCX.3}53

3115904.13 104094-109539

Attachment: Final Subsequent Developer Agreement (Delta) (377117-3x9DC53) (2024-331 : SDA for the Delta Block 4306, Lots 1 Through 8)

LEED BD+C: Homes and Multifamily Lowrise v4 - LEED v4

K. Hovnanian - The Delta

Asbury Park, NJ



Note: The information on this tab is READ-ONLY. To edit this information, see the Credit Category tabs.

Total		Projected Certification Level: SILVER				Verified	0		
	Integrative Process		Preliminary	Y	2 of 2	M	0	Verified	0
	IPc	Integrative Process			2 of 2		0		
	Location and Transportation		Preliminary	Y	12 of 15	M	0	Verified	0
	LTP	Floodplain Avoidance			Required				Not Verified
	LTP	LEED for Neighborhood Development			0 of 15		0		
	LTP	Site Selection			8 of 8		0		
	LTP	Compact Development			3 of 3		0		
	LTP	Community Resources			1 of 2		0		
	LTP	Access to Transit			0 of 2		0		
		Sustainable Sites		Preliminary	Y	1 of 7	M	0	Verified
SSP		Construction Activity Pollution Prevention			Required				Not Verified
SSP		No Invasive Plants			Required				Not Verified
SSC		Heat Island Reduction			0 of 2		0		
SSC		Rainwater Management			0 of 3		0		
SSC		Nontoxic Pest Control			1 of 2		0		
		Water Efficiency		Preliminary	Y	4 of 12	M	0	Verified
	WEP	Water Metering			Required				Not Verified
	WEC	Total Water Use			0 of 12		0		
	WEC	Indoor Water Use			4 of 6		0		
	WEC	Outdoor Water Use			0 of 4		0		
	Energy and Atmosphere		Preliminary	Y	27 of 38	M	0	Verified	0
	EAP	Minimum Energy Performance			Required				Not Verified
	EAP	Energy Metering			Required				Not Verified
	EAP	Education of the Homeowner, Tenant or Building Manager			Required				Not Verified
	EAC	Annual Energy Use			22 of 29		0		0
	EAC	Efficient Hot Water Distribution System			3 of 5		0		
	EAC	Advanced Utility Tracking			0 of 2		0		
	EAC	Active Solar-Ready Design			1 of 1		0		
	EAC	HVAC Start-Up Credentialing			1 of 1		0		

Attachment: PILOT - SDA - LEED v4 Preliminary Scorecard - The Delta - Silver Certification 4-5-24 (2024-331 : SDA for the Delta Block 4306,



Materials and Resources		Preliminary	Y	3.5 of 10	M	0	Verified	0
MRp	Certified Tropical Wood			Required				Not Verified
MRp	Durability Management			Required				Not Verified
MRc	Durability Management Verification			1 of 1		0		
MRc	Environmentally Preferable Products			2 of 4		0		
MRc	Construction Waste Management			0 of 3		0		
MRc	Material-Efficient Framing			0.5 of 2		0		



Indoor Environmental Quality		Preliminary	Y	7 of 16	M	0	Verified	0
EQp	Ventilation			Required				Not Verified
EQp	Combustion Venting			Required				Not Verified
EQp	Garage Pollutant Protection			Required				Not Verified
EQp	Radon-Resistant Construction			Required				Not Verified
EQp	Air Filtering			Required				Not Verified
EQp	Environmental Tobacco Smoke			Required				Not Verified
EQp	Compartmentalization			Required				Not Verified
EQc	Enhanced Ventilation			1 of 3		0		
EQc	Contaminant Control			0 of 2		0		
EQc	Balancing of Heating and Cooling Distribution Systems			2 of 3		0		
EQc	Enhanced Compartmentalization			0 of 1		0		
EQc	Enhanced Combustion Venting			2 of 2		0		
EQc	Enhanced Garage Pollutant Protection			1 of 2		0		
EQc	Low-Emitting Products			1 of 3		0		



Innovation		Preliminary	Y	0 of 6	M	0	Verified	0
INp	Preliminary Rating			Required				Not Verified
INc	Innovation			0 of 5		0		
INc	LEED Accredited Professional			0 of 1		0		



Regional Priority		Preliminary	Y	2 of 4	M	0	Verified	0
RPc	Regional Priority			2 of 4		0		

Point Floors

The project earned at least 8 points total in Location and Transportation and Energy and Atmosphere

Yes

The project earned at least 3 points in Water Efficiency

Yes

The project earned at least 3 points in Indoor Environmental Quality

Yes

Total		Preliminary	Y	58.5 of 110	M	0	Verified	0
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Certification Thresholds Certified: 40-49, Silver: 50-59, Gold: 60-79, Platinum: 80-110

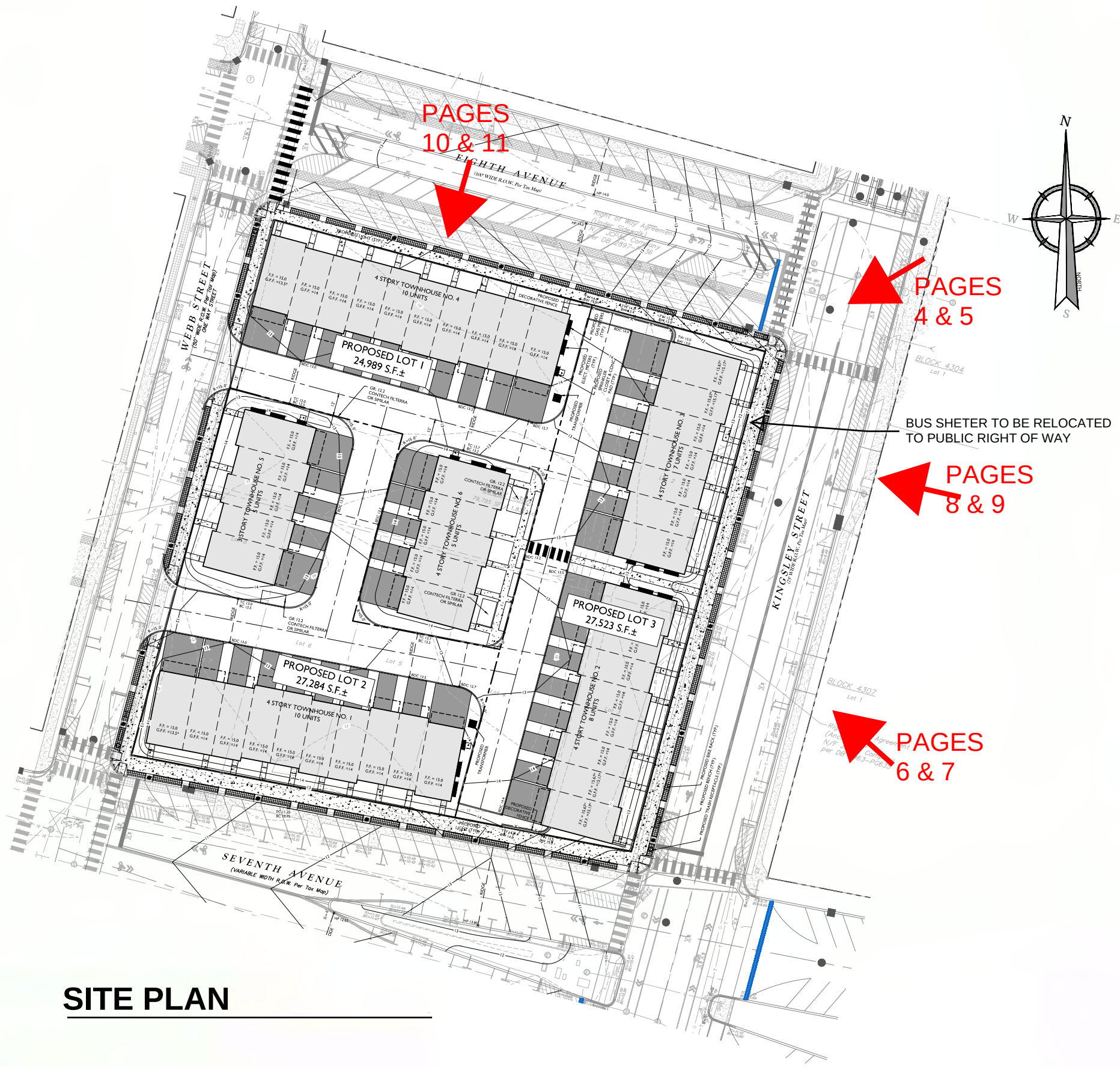
Frank Swol, LEED AP Homes / LEED Green Rating
Vice President
EAM Associates

INDEX OF SHEETS

- 2 • Site Plan / Area Map
- 4 STORY PRODUCT
- 3 • Elevation Submittal Comparison
- 4 • Building #3 & #4 :: Rendering
- 5 • Building #3 & #4 @ Dusk :: Rendering
- 6 • Building #3 :: Rendering (Front)
- 7 • Building #3 @ Dusk :: Rendering
- 8 • Building #3 :: Rendering
- 9 • Building #3 @ Dusk :: Rendering
- 10 • Building #4 :: Rendering
- 11 • Building #4 @ Dusk :: Rendering

The Delta at Asbury

November 16, 2023



SITE PLAN



AREA MAP

THE DELTA AT ASBURY



BUILDING #3 & #4 - INTERSECTION OF KINGSLEY STREET AND EIGHTH AVENUE

THE DELTA AT ASBURY :: 4- Story Product



BUILDING #3 & #4 @ DUSK - INTERSECTION OF KINGSLEY STREET AND EIGHTH AVENUE

THE DELTA AT ASBURY :: 4- Story Product



BUILDING #3 - KINGSLEY STREET

THE DELTA AT ASBURY :: 4- Story Product



BUILDING #3 @ DUSK - KINGSLEY STREET

THE DELTA AT ASBURY :: 4- Story Product



BUILDING #3 - KINGSLEY STREET

THE DELTA AT ASBURY :: 4- Story Product



BUILDING #3 @ DUSK - KINGSLEY STREET

THE DELTA AT ASBURY :: 4- Story Product



BUILDING #4 - EIGHTH AVENUE

COLOR PALETTE



ARCTIC WHITE



DRIED EUCALYPTUS



SLATE STEPS

THE DELTA AT ASBURY :: 4- Story Product





BUILDING #4 @ DUSK - EIGHTH AVENUE

THE DELTA AT ASBURY :: 4- Story Product

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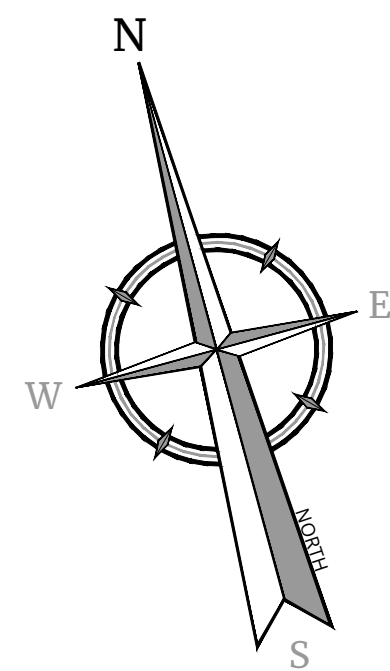
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ZONE DISTRICT: WRA	PROPOSED 45 TOWNHOME RESIDENTIAL DWELLINGS		
	Required	Existing	Proposed - Lots 1, 2, & 3
Minimum lot area (Sq Ft.)	15,000	79,795	24,991, 27,254, 27,550
Maximum density	n/a		
Maximum FAR	n/a		
Minimum lot width	n/a		
Minimum lot frontage (Ft)	100	275.0	100.03; 175.70; 100.00
Minimum lot depth	n/a		
Minimum front yard setback	n/a		
Minimum side yard setback	n/a		
Minimum combined side yard setback	n/a		
Maximum percent building cover	n/a		40.98%; 37.53%; 37.21%
Maximum percent lot cover	n/a		76.15%; 29.74%; 80.35%
Maximum number of stories	4		Buildings 1-4, & 6, (4 Story) Building 5 (3 Story)
Maximum building height	n/a		45'-3"
Minimum improvable lot area	n/a		
Off-street parking spaces	68		114
Loading spaces	n/a		
Signs	n/a		
Freestanding Sign Number	n/a		
Freestanding Sign Area(s)	n/a		
Attached Sign Number	n/a		
Attached Sign Area(s)	n/a		
Existing use or uses:	Vacant		
Proposed uses or uses:	Residential		
Existing Street Parking Stalls:	42		
Proposed Street Parking Stalls:	39		

NOTES:

- 2 CAR GARAGE UNITS TO BE EQUIPPED WITH EV CHARGERS, 12 SPACES ARE PROVIDED TOTAL WHEREAS 7 ARE REQUIRED.
- OFF-SITE IMPROVEMENTS DEPICTED HEREON ARE REFERENCED FROM A PLAN ENTITLED "INFRASTRUCTURE IMPROVEMENT PLANS FOR ASBURY PARTNERS, LLC" PREPARED BY COLLIER ENGINEERING & DESIGN. OFF-SITE IMPROVEMENTS, EXCLUSIVE OF DRIVEWAY CONNECTIONS, CURB RAMPS AND UTILITY CONNECTIONS REQUIRED FOR THIS DEVELOPMENT, ARE TO BE COMPLETED BY OTHERS.

EXISTING	LEGEND	PROPOSED
12+00	TRaverse LINE, CENTER LINE OR BASELINE (LABEL AS SUCH)	12+00
12+00	RIGHT OF WAY LINE	12+00
12+00	PROPERTY LINE	12+00
12+00	EDGE OF PAVEMENT	12+00
12+00	CURB	12+00
12+00	DEPRESSED CURB	12+00
12+00	SIDEWALK	12+00
12+00	FENCES	12+00
12+00	TREELINE	12+00
12+00	ROADWAY SIGNS	12+00
12+00	WETLAND LINE	12+00
12+00	MUNICIPAL BOUNDARY LINE	12+00
12+00	STALL COUNT	12+00
12+00	ADA ACCESSIBLE STALL	12+00
12+00	DEPRESSED CURB AND ADA RAMP	12+00
12+00	DIRECTION OF TRAFFIC FLOW	12+00

20 0 20 40
SCALE: 1" = 20'

Robert J. Curley
NEW JERSEY LICENSED PROFESSIONAL ENGINEER
LICENSE NUMBER: G634705
COLLIERS ENGINEERING & DESIGN, INC.
N.J. C.O.A. #: 246427986500

PRELIMINARY/FINAL
MAJOR
SUBDIVISION/SITE PLAN
FOR
AP FIVE PROP HOLDINGS
LLC & ASBURY
PARTNERS LLC

BLOCK 4306
LOTS 1 - 8
TAX MAP SHEET 43

CITY OF ASBURY PARK
MONMOUTH COUNTY
NEW JERSEY

COLLIERS
Engineering
& Design

HOLMDEL (Headquarters)
101 Crawford Corner Road,
Suite 3400
Holmdel, NJ 07733
Phone: 732.983.1950
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

SCALE: AS SHOWN DATE: 7/28/23 DRAWN BY: RT CHECKED BY: RC
PROJECT NUMBER: 23004790A DRAWING NAME: C-LAY1

SHEET TITLE: DIMENSION PLAN

SHEET NUMBER: 2 of 11



CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-2100
WWW.CITYOFASBURY PARK.COM



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

DONNA M. VIEIRO, CITY MANAGER
LISA ESPOSITO, RMC, CITY CLERK

Technical Review Committee

To: Municipal Council

From: Michele Alonso, PP/AICP, Director of Planning and Redevelopment on behalf of the Technical Review Committee

CC: Joseph Maraziti, Redevelopment Counsel
Jennifer Smith, Counsel for Developer

Date: October 17, 2023

Re: TRC REVIEW
Block 4306, Lot 1-8
200-210 Eighth Avenue
201-209 Seventh Avenue
1604 Webb Street
"The Delta"

The TRC met on September 12, 2023 to hear the application for Block 4306, Lots 1-8 for a townhouse project called "The Delta." Present members of the TRC were Michael Nelson, Architect from CCH, Michael Sullivan, Planner from CCH, Jason Fichter, Board Engineer from Insite Engineering, Yvonne Clayton Councilwoman, and Barbara Krzak, Planning Board Chairwoman. City Staff present was Michele Alonso.

The development is for the entire block of Block 4306, Lots 1-8 bounded by Seventh Avenue, Eighth Avenue, Kingsley Street and Webb Street. The lot is vacant and 79,853 square feet.

The applicant proposes a single-family townhouse development consisting of six buildings and totaling 45 dwelling units. Five of the town-house buildings are four stories. One building is three stories and will not have direct access or orientation to a public street. All buildings will have rooftop decks and garages at ground level. Cantilevered decks are provided at the second level on the rear of the buildings. Vehicular access will be via two, two-way driveways on Webb Street. 67.5 parking spaces are required and 114 spaces are provided. Every garage will be EV ready.

The applicant explained that a townhouse design is preferred for financing and there is a general preference for more low-density housing. For this site in particular, it is viewed that townhouses are a good transition housing for the lower density neighborhood it abuts.

The townhouses are described as having traditional elements with modern lines. Stoops, porches and canopies are part of the architecture. Cladding will be lap siding or shingles. Façade colors will be blues and grays. Stoops will be gray cast concrete. There are many windows. Traditional windows are used, but the forms are more modern- they are boxy and asymmetrical. Building finishes will be environmentally friendly. The building scale is broken down with facade projections. Larger townhouses are located at the corners with windows at side elevations. Air conditioning condensers will be on roofs and will be hidden by parapets. There are breaks in the buildings with accessways. Utility meters will go on those side elevations. Light fixtures will be dark sky compliant and will be 2700 kelvins for to ensure warm lighting.

On the inner facing elevations there are sliding doors. There are a few fixed windows and no window sills on any of the facades. Balconies do not have brackets, there are larger garage doors than what is permitted per the redevelopment plan design standards. Interior garages will house one car and one outside the garage. Corner units will house two cars and two in front of the garage.

Some units will have frontage only on an interior ally. While not prohibited by the plan, it is generally considered in planning and real estate a less than ideal unit location.

There was much discussion about the architecture, articulation of the façade and especially differentiating the corners. It was also recommended that the end unit first floor plan be reversed to have the ability to add windows.

The Master Developer will develop the streetscape concurrently. There will be a bench and a bike rack at each corner.

Landscaping is designed to block headlight glare. Transformers are all located in interior portions of the project and will have some landscaping to camouflage them. Grasses used will be mostly native grasses. It is recommended that sedum be used as groundcover. There will be a few retaining walls at street frontages at no more than 24 inches in height because of flood elevations. Final grading is not finalized, but the goal is to eliminate as many retaining walls as possible. All finished floors are at elevation 15. All utility locations will be identified in the planning board application.

The DEP will require that the applicant submit for a confirmation of condition compliance with the Waterfront Redevelopment CAFRA permit under 1303-03-0001.1 CAF030001. Deal Lake is a studied watercourse which shows a tidal base flood elevation of 10 feet NAVD proximate to the site.

Stormwater will be managed through traditional methods and through stormwater infiltration. There will stormwater management and a Filterra system with green infrastructure in parking aisles. Filterra systems cannot be used for quantity just quality. Soil recharge is not required.

The proposal includes subdivision of the property into three lots which will contain two buildings each. The property is to be subdivided for phasing purposes, but the lots will be merged upon completion of the project. The subdivision requires a variance for minimum lot frontage, however this is not an issue as

the lots will be remerged and the project will be one housing complex with one homeowner association. For internal pedestrian safety it was discussed that small sidewalks would be added for the internal townhouse and pedestrian crossing striping.

Additionally, curb extensions should be incorporated into the street design and the parking count recalculated in order to determine whether there is a loss of on-street parking spaces.

Variances:

Minimum Lot Frontage Variances – Proposed Lots 1 and 3. 95 feet of frontage is proposed where 100 feet is required. This subdivision is for soil clean-up phasing. The lots will be remerged upon completion of the project. Thus, this variance is not objectionable.

Design Exceptions:

The following design exceptions from the Plan are required:

- Building Articulation – 3 Articulation Relationship to Urban Conditions.
- Building Frontages – 5. Use of Transition Line to Differentiated Middle from the Top.
- Ratio of Voids and Solids-Applicant should provide calculations to verify extent of relief necessary.
- Minimum Fenestration- Applicant should provide calculations to verify extent of relief necessary.
- Building Elements – Attachments – Configuration – Yard Equipment, including HVAC, utility meters and the like shall be permitted at rear yards only.
- Building Attachments – Material- Decks shall be made of wood and located within rear yards only.
- Building Parts – 8 Cantilevered balconies shall be no deeper than 3 feet and shall be visibly supported by brackets.
- Building Parts – 12. Use of Flush Windows
- Building Parts – 13. Lack of Window Sills
- Attached Elements 5 Façade Colors and Materials
- Openings – Configuration. Use of Non-operable Windows, Multiple Windows Not Separated by 4-inch Post and Flush Mounted Windows
- Openings – Configuration Doors shall be side hinged (no sliders).
- Building Elements – Openings – Material – Doors shall be painted wood or composite wood.

The following are deviations from Chapter 30 of the Asbury Park Code regarding site plan elements:

- §30-59.13.a Backing Across Sidewalk into Street
- §30-59.13.a.4 Driveway Distance to Property Line
- §30-56.4.a.6 Light Color Temperature
- §30-56.4.a.7 Light Spillage

Recommendations of the TRC:

The TRC recommends that the townhouse design be reconsidered as it fails to express the urban design (not necessarily in terms of architectural style) envisioned by the WRA. This revision includes the need to differentiate the buildings' mass both vertically and horizontally, creating a hierarchy of architectural forms and façade designs, and that emphasizes street corners and entrances. Greater attention to the articulation of building facades, especially at the corners is recommended. More windows should also be added to the street facing facades on the corners.

The building that is located at the interior of this block has no frontage on any street: it is landlocked, with its front façade facing the rear of the townhome building to the west. The WRA contains standards that are designed to create an urban fabric where homes and businesses engage the street to promote the vitality of the district and as such the homes are connected to the wider City via their engagement of the streets. The arrangement of this building pushes these homes away from the street and into the "rear service" area of the block. The position of this building is inconsistent with the principles and standards of the WRA. It is recommended that it be removed from the plan.

The proposed retaining walls that help transition between the elevation of the public streets and the building floor elevations should be designed as an architectural element that is unified in terms of materials and finishes with the buildings. There is historical precedent for low walls at street lines in older towns to transition between sidewalk and home elevations, but such walls should not be greater than 24 inches in order to fit within the pedestrian realm of the street and to provide an opportunity for informal seating. It is recommended that these walls be designed to be consistent in their height and to be continuous and consistent in their relationship to the sidewalk and buildings. The ends of these walls should be terminated in a logical manner that demonstrates that they are integral to the buildings and the site, not simply located to satisfy an engineering/grading requirement.

It is recommended that a color palate more traditional to Asbury Park should be utilized and the color gray should not be used as a dominant color.

For pedestrian safety within the internal parking areas and drives, sidewalks should be added to the front of the interior townhouses and that there should be striped pedestrian crossing areas.

Lighting shall conform to the lighting standards in Chapter 30 of the Land Development Code.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-333

City of Asbury Park has been offered to take ownership, at no cost, of a 1992 Ford F-350 Rescue Vehicle for use by the Asbury Park Fire Department.



RESOLUTION NO. 2024-333

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

RESOLUTION ACCEPTING DONATION OF A FORD F-350 RESCUE VEHICLE FOR FIRE DEPARTMENT USE FROM THE BOROUGH OF WEST LONG BRANCH

WHEREAS, the City of Asbury Park has been offered to take ownership, at no cost, a 1992 Ford F-350 Rescue Vehicle for use by the Asbury Park Fire Department; and

WHEREAS, this offer was made by the Borough of West Long Branch, located at 965 Broadway, West Long Branch, New Jersey 07764.

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 Asbury Park Fire Department to accept this vehicle.

I, LISA ESPOSITO, 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. 2024-333 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-334

License agreement for storage of fire truck at 1012 Third Avenue until new firehouse is completed.



RESOLUTION NO. 2024-334

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO EXECUTE A LICENSE AGREEMENT TO PERMIT THE CITY TO STORE A FIRE TRUCK IN THE PARKING LOT OF 1012 THIRD AVENUE, IN THE CITY OF ASBURY PARK, NEW JERSEY

WHEREAS, the State of New Jersey, Department of Treasury, Division of Property Management & Construction, Office of Real Property Acquisition and Disposition (the “State”) is the record owner of certain real property located at 1012 Third Avenue, designated as Block 33, Part of Lot 4, in the City of Asbury Park, Monmouth County, New Jersey (the “Premises”); and

WHEREAS, the City of Asbury Park (the “City”) wishes to store a fire truck in the parking lot of the Premises; and

WHEREAS, the State is willing to grant to the City and its employees, agents, guests and invitees a revocable, non-exclusive license to enter and use the Premises on the terms and conditions set forth in the attached License Agreement.

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 City Manager is hereby authorized to execute, and the City Clerk to attest, the attached License Agreement, or one which is substantially similar thereto and which is approved by the City Attorney.
2. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Resolution.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. State of New Jersey, Department of Treasury, Division of Property Management & Construction, Office of Real Property Acquisition and Disposition;
 - b. Lillian L. Nazzaro, Esq., City Manager; and
 - c. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, 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. 2024-334 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK

LICENSE AGREEMENT

This License Agreement (the "Agreement") dated as of _____ is entered into by and between The State of New Jersey, Department of Treasury, Division of Property Management & Construction, Office of Real Property Acquisition and Disposition (hereinafter referred to as "the State") with its principal offices at 33 West State Street, 9th Floor, PO Box 229, Trenton, New Jersey 08625-0229 and the City of Asbury Park ("Asbury Park" or "Licensee") or its designees with its principal offices at One Municipal Plaza, Asbury Park, New Jersey 07712, together with the State referred to as (the "Parties").

RECITALS

WHEREAS, Licensee wishes to use the property known as 1012 Third Avenue designated as Block 33, Part of Lot 4, in the City of Asbury Park, Monmouth County, New Jersey as set forth on Exhibit A attached hereto (the "Premises") to store a fire truck in the parking lot of the Premises; and

WHEREAS, the State is willing to grant to Licensee and its employees, agents, guests and invitees (collectively, its "Representatives") a revocable, non-exclusive license to enter and use the Premises on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of License.** Subject to the provisions, covenants and agreements herein contained, the State hereby grants to Licensee a non-exclusive license for the storage of one (1) fire truck and no other equipment, vehicles, etc., in the parking lot of the Premises, while renovations are being completed at its Fire House.
2. **Term.** The License shall be valid from June 15, 2024 through December 14, 2024 or the completion the Fire House renovations, whichever occurs first.
3. **Acceptance by Licensee.** This License is conditioned upon the following:
 - (1) Asbury Park shall maintain the Premises during the term of this License in a clean condition, free of debris. Any damage to the Premises caused by Asbury Park during the term of this License shall be repaired by Asbury Park at its sole cost and expense. Any and all work performed by Asbury Park on the Premises shall be done in a good and workmanlike manner.
 - (2) Asbury Park is restricted to using only the portion of the Premises which is hereby designated for its use. At the end of the term of this License, Asbury Park shall restore the Premises to a condition equal to or better than what originally existed, including but not limited to the cleanup of all debris and garbage at the Premises.
 - (3) Asbury Park shall have insurance in the form of a commercial general liability policy in an amount not less than \$1,000,000. The State shall be added as an additional insured upon such policy. A Certificate of Insurance evidencing such coverage shall

be delivered to the State prior to the commencement of the term of this License AND PRIOR TO THE ENTRY OF ASBURY PARK ONTO THE PREMISES. Asbury Park shall maintain said insurance during the term of this License. The certificate and policy must contain the provision that the insurance shall not be canceled for any reason.

(4) Asbury Park its agents or contractors, for itself, its successors and assigns, hereby agrees to indemnify, protect and hold harmless the State and hereby releases the State and each and every one of its officers, agents, employees, successors, and assigns from any and all liability, claims and costs which may in any manner arise out of, or be occasioned by, or result from the use or occupancy of the Premises by Asbury Park, its officers, agents, employees or invitees, expressed or implied.

(5) Asbury Park agrees that all actions taken by them will be performed in a lawful, prudent and safe manner. In the event any permits or notifications must be given to local/Municipal authorities or otherwise, Asbury Park shall comply with same.

(6) Any claims asserted against the State in connection with this agreement shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. It is acknowledged that the State is covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.

(7) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one of the same instrument. Executed copies of this Agreement delivered by facsimile or by portable document format through electronic mail (including, without limitation, DocuSign) shall be binding upon the party executing and delivering the same as if it were an original.

THIS PORTION INTENTIONALLY LEFT BLANK

DATED THIS DAY _____.

STATE OF NEW JERSEY
Department of Treasury
Office of Real Property Acquisition & Disposition

By: _____
Deena Greble, Assistant Deputy Director

The undersigned by entering the property to perform the work permitted under this license agrees to all terms and conditions of this license.

CITY OF ASBURY PARK

By: _____
Lillian Nazzarro Esq., City Manager

APPROVED AS TO FORM BY:
Matthew J. Platkin
Attorney General of New Jersey

By: _____
Tamara Loatman-Clark, Deputy Attorney General

Exhibit A





Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-335

Resolution authorizing a professional services contract to Arcari + Iovino for Professional Architectural Services for the Boardwalk Restrooms in the amount of \$124,500 utilizing Boardwalk Restoration Grant Funds.



RESOLUTION NO. 2024-335

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH ARCARI + IOVINO FOR PROFESSIONAL ARCHITECTURAL SERVICES OF THE BOARDWALK RESTROOMS

WHEREAS, on March 28, 2024 the City of Asbury Park received a proposal for Professional Architectural Services for the Boardwalk Restrooms from Arcari + Iovino Architects, PC; and

WHEREAS, Section 40A:11-5(1)(a)(1) Exceptions of the Local Public Contracts Law allows for awarding of professional services without public bidding; and

WHEREAS, the not-to-exceed cost for the professional services as outlined in the proposal shall not exceed \$124,500.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Boardwalk Restoration Grant Account G-02-43-984-024-201; and the maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, the City Manager is hereby authorized to sign any contracts or documents associated with this activity.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Asbury Park, County of Monmouth, State of New Jersey, hereby awards Arcari + Iovino Architects, PC a Professional Architectural Services contract for the Boardwalk Restrooms as outlined in the scope of services provided on March 28, 2024 in a not-to-exceed amount of \$124,500.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Architects, City Manager, Department of Public Works Deputy Director and Director of Purchasing.

I, LISA ESPOSITO, 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. 2024-335 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK

arcari iovino

ARCHITECTS PC

One Katherine Street
Little Ferry, NJ 07643
201.641.0600
www.aiarchs.com

Founding Partners

Edward Arcari, AIA, PP
Anthony Iovino, AIA, PP

Partners

Dariusz Bona, RA
Joseph Frangiosa, AIA
Todd Hause, AIA
Ralph Justo
Tania Moustafa, RA

March 28, 2024

Ms. Lilian L. Nazzaro, City Manager
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

RE: Professional Services Proposal - Boardwalk Restrooms



Dear Ms. Nazzaro,

I am glad that the governor's presentation went well last week. As the City's Architect, we understand the importance of this project and are prepared to expedite the project to meet the target of opening the new units by next summer. This proposal covers the balance of architectural and engineering services expected for the new boardwalk restrooms.

We have assembled a team of professionals to provide the architectural and engineering required for this renovation project. The work of this proposal includes the design and engineering for the buildings themselves while the sitework will be provided by the city engineer. We expect to work with the following engineering consultants:

KSI Engineering – Mechanical, electrical, plumbing, and fire protection design.
MPP Engineers – Structural design.

Attached you will find a Scope of Services document which includes a summary of the expected tasks for each phase of the project. Also, we have a separate Fee Proposal sheet which explains the fee as apportioned by phases. We understand that the project has a deadline of May 2025 and are prepared to move the project along expeditiously.

After you have had the chance to review the proposal, please let me know if you have any questions. We will then submit an agreement for the start of the work. We look forward to helping you make this project come to fruition.

Sincerely,

Anthony Iovino, AIA, PP, LEED
Arcari + Iovino Architects, P.C.

Attachment: ARCARI + IOVINO BOARDWALK RESTROOMS (2024-335 : Authorizing a Professional Services Contract to Arcari+Iovino for

Fee Proposal

arcari iovino
ARCHITECTS P

Fee Proposal

Our professional services fee for the new boardwalk restrooms, including Architecture, Structural and MEP engineering consultants, is One Hundred Twenty-Four Thousand Five Hundred Dollars (\$124,500) and is apportioned throughout the project as follows:

Design development	\$24,900
Construction documents	\$49,800
Public bidding	\$2,490
Construction period	\$47,310
Total fee	\$124,500

Hourly Rate Schedule

Services which may be requested that are above and beyond those mentioned in the proposal would be provided at the following hourly rates:

Principal Architect / Engineer	\$170.
Project Architect / Engineer	\$150.
Project Manager	\$135.
Sr. Technical Staff	\$110.
Technical Staff/Drafting	\$ 90.

Reimbursable Expenses

Reimbursable expenses would only include shipping/delivery costs as well as printing for additional sets of project drawings and specifications beyond those included in the base fee as noted in the Scope of Services. We do not charge for phone, fax, and travel costs. Below is a sample of reimbursable expenses and their estimated costs:

Large format black & white copying:	\$0.45/sf
11" x 17" color copying:	\$3.00/sheet
11" x 17" black & white copying:	\$0.20/page
Letter & legal copies:	\$0.10/page
Overnight Shipping:	UPS standard overnight rates

Scope of Services

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General Work Plan

This document details the likely tasks required for your project. We believe that it is important to understand the level of services being offered in relation to qualifications and fees. These services extend through the public bid process where we prepare the bid forms, distribute the sets to bidders, attend the opening and provide a thorough review of the low bidder. During the construction period we actively participate in the process to document the progress and to protect our clients. Our firm has always been thought of as a good value by our clients, we hope to prove that to you on your project.

Each section below identifies the project phase and the likely timeline for those services.

Design Development Phase (1 month)

The goal of the Design Development phase is to resolve significant design issues such as the technical aspects of materials and building systems. Also, the arrangement of spaces and interior finishes would be finalized. Mechanical, electrical, plumbing, fire protection and structural design concepts are investigated and integrated into the design. The drawings prepared will define the building plan and will serve as the basis for construction documents.

- Review of building and site survey/utility data supplied by Owner.
- Visit the site to photograph, measure, and generally confirm the conditions.
- Conduct meeting with city leadership to confirm design goals.
- Review of relevant building codes and ADA for proposed design.
- Confer with consulting engineers for advice on likely building systems anticipated.
- Confer with City's Civil Engineer as needed.
- Begin research on materials, equipment, fixtures and building systems.
- Development of interior elevations for Owner's consideration.
- Create or obtain lists of special building equipment and fixtures required that may affect the consultants' work; distribute the lists to appropriate consultants.
- Apply actual construction options to floor plans (i.e., wall thicknesses).
- Conduct group coordination meetings with consultants.
- Select final finish materials for interior of building.
- Prepare a broad view opinion of the probable construction value.
- Refine renderings of the exterior views.
- Prepare preliminary technical drawings including plans, elevations, sections, and schedules.
- Submit 1 set of Design Development documents to Owner and attend a review meeting.

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Construction Documents Phase (1.5 months)

The Construction Document phase results in a final set of drawings and specifications which set forth in detail the requirements for the project's construction. Drawings are the illustrative component of construction documents while the specifications are written requirements pertaining to building materials, equipment and construction systems that outline the project standards to be achieved. Construction Documents allow for the bidding, permits, and the construction processes.

- Preparation of the construction documents which include technical specifications and drawings.
- Review soil boring findings provided by civil engineer and coordinate with structural design.
- Coordinate electrical, mechanical, plumbing, fire protection, and structural engineering designs.
- Conduct an informal document review with the Building Department to identify any comments prior to bid and to avoid potential change orders.
- Prepare the required Public Contract Law bid forms (front-end documents) for early attorney review.
- Conduct final consultant meetings to resolve any coordination issues.
- Update our opinion of the probable construction value.
- Submit 1 set of final Construction Documents to Owner and attend a review meeting.
- Assemble final drawings, specifications, and project manual.

Bidding Phase (1.5 months)

During the bidding phase we would assemble the bid documents and assist with the distribution of sets to contractors. We will answer their questions during the process and attend the bid opening. We will help you evaluate the bids and will prepare a summary letter of our findings. This period includes the time to secure a contract from the awarded bidder.

- Assist with form of legal notice for bid.
- Prepare and distribute bid documents (digitally).
- Issue Addenda to bids if necessary.
- Attend the public bid opening.
- Assist in the tabulation and analysis of bids.
- Review bids for responsiveness.
- Assist the owner's legal counsel in preparation of construction contracts.
- Assist the owner in preparing and sending to the Contractor notice-to-proceed with the work.

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Construction Administration Phase (5 months)

The Construction Administration phase is when the architects and engineers make observations to determine that the construction is conforming to drawings and specifications. Administrative tasks occur at the architect's and consultant's offices throughout the phase whereas they review submittals, respond to contractor questions, and help resolve issues as they arise during construction. Records are maintained of all significant correspondence, meetings, and submittals. At the end of the construction, we perform a final review 'punch list' and gather the contractor's close-out documents.

- Prepare 3 sets of signed and sealed 'conformed documents' sets for construction.
- Conduct a pre-construction meeting and issue minutes.
- Create construction contract administration file logs which may include:

Applications for payment	Submittals
Request for Proposals (RFP's)	Request for Information (RFI's)
Change Orders	Construction Change Directives (CCD's)
- Prior to the first application for payment, receive and review Contractor's schedule of values.
- Review periodic applications for payment by contractor.
- Architects and/or engineers to visit the site every other week on average for meetings and observations during active construction periods and as reasonably requested by the Owner.
- Keep Owner informed on the progress of the work through field reports for each site visit.
- Obtain and review the Contractor's updated progress schedule and advise the Owner of potential revisions to anticipated occupancy date.
- Receive submittals, review, take appropriate action, and return to the Contractor.
- Review Contractor's proposed cost for changes and respond appropriately.
- Receive Contractor's notification of substantial completion and punch list.
- Visit the project to confirm substantial completion, prepare and issue a Certificate of Substantial Completion.
- Review the close-out submittals for completeness.
- Review the Contractor's application for final payment, including required attachments such as waiver of lien and consent of surety documentation.
- Project closeout and final site visit.
- Issue a final certificate of payment.

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Assumptions

- Civil engineering and site survey information will be provided by the Owner.
- LEED Certification is not required but 'green' goals are to be achieved where readily achievable.
- As a cost savings measure, the low voltage systems (IT, Data, Phone, Security, AV) are relatively minor for this project and would be designed by and coordinated with the Owner's vendor. We will include the conduit and outlet locations to facilitate the installation.
- Furniture selection and procurement, if any, would be provided by a separate furniture vender. Our office would meet with them and coordinate finishes and layout.
- Hazardous materials testing and abatement is excluded.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-336

Resolution Approving 2024-2025 Alcoholic Beverage Control License for The Break, Low Dive, Aloha Market in the City of Asbury Park, County of Monmouth, New Jersey

**RESOLUTION NO. 2024-336**

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

**RESOLUTION APPROVING 2024-2025 ALCOHOLIC BEVERAGE CONTROL
LICENSE FOR OHANA KITSCHEN COMPANY-D/B/A/ THE BREAK, LOW DIVE,
ALOHA MARKET IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
NEW JERSEY**

<PLACE HOLDER>

I, LISA ESPOSITO, 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. 2024-336 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-337

House of Independents Liquor License Renewal for the 2024-2025 term.

**RESOLUTION NO. 2024-337**

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

**RESOLUTION APPROVING 2024-2025 ALCOHOLIC BEVERAGE CONTROL
LICENSE FOR HOUSE OF INDEPENDENTS, LLC IN THE CITY OF ASBURY PARK,
COUNTY OF MONMOUTH, NEW JERSEY**

<PLACE HOLDER>

I, LISA ESPOSITO, 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. 2024-337 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-338

Resolution Approving 2024-2025 Alcoholic Beverage Control License for The Stone Pony in the City of Asbury Park, County of Monmouth, New Jersey

**RESOLUTION NO. 2024-338**

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

**RESOLUTION APPROVING 2024-2025 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**

<PLACE HOLDER>

I, LISA ESPOSITO, 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. 2024-338 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-339

Resolution Approving a Liquor License with Special Conditions for Johnny Mac House of Spirits LLC d/ba/ Johnny Mac's for the 2024-2025 Licensing Year

**RESOLUTION NO. 2024-339**

**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
2024-2025 LICENSING YEAR**

<PLACE HOLDER>

I, LISA ESPOSITO, 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. 2024-339 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-340

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 2024-2025 Licensing Year

**RESOLUTION NO. 2024-340**

**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 2023-2024 LICENSING YEAR**

<PLACE HOLDER>

I, LISA ESPOSITO, 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. 2024-340 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-341

Resolution Approving 2024-2025 Alcoholic Beverage Control License for Steinbach Liquor License, LLC Trading As- Asbury Ale House/ Lola's Cafe/ Mainstay

**RESOLUTION NO. 2024-341**

**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/ MAINSTAY FOR THE 2024-2025 LICENSING TERM**

<PLACE HOLDER>

I, LISA ESPOSITO, 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. 2024-341 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-342

Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC
d/b/a Porta for the 2024-2025 Licensing Year

**RESOLUTION NO. 2024-342**

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

**RESOLUTION APPROVING A LIQUOR LICENSE WITH SPECIAL CONDITIONS
FOR PORTA AT ASBURY PARK, LLC D/B/A PORTA FOR THE 2024-2025
LICENSING YEAR**

<PLACE HOLDER>

I, LISA ESPOSITO, 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. 2024-342 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK

Exhibit A to City of Asbury Park Resolution 2024-XXX

This indemnification and trust covenant (the “Agreement”) dated this _____ day of June, 2024 by MDE&A Enterprises, LLC d/b/a Alpha Security for the benefit of the City of Asbury Park and Porta at Asbury, LLC is provided in partial satisfaction of Porta’s liquor license obligations to the City as set forth in more detail as follows:

Whereas, Porta at Asbury Park, LLC, with an address of 911-915 Kingsley Street, Asbury Park (“Porta”) has been granted a Liquor License by the City of Asbury Park under License Number 1303-33-046-013 (the “License”) for calendar year 2024-2025; and

Whereas, as a condition of its License, Porta is required to hire off-duty City of Asbury Park police officers, as more fully set forth in the License; and

Whereas, Porta has advised the City that it has contracted with MDE&A Enterprises, LLC d/b/a Alpha Security, with a corporate address of 415 Cobblestone Court, Franklin Lakes, N.J. 07417 (“Alpha”) to provide security services for its restaurant and bar located at 911-915 Kingsley Street, Asbury Park; and

Whereas, as a condition of the License, Porta is required to obtain and indemnification and hold harmless agreement from Alpha for the benefit of the City of Asbury Park related to the City’s assignment of its off-duty police officers.

Now Therefore, for \$10.00 and other good and valuable consideration not otherwise herein stated, Alpha agrees to defend, indemnify and hold harmless the City, its employees, officials, volunteers, contractors, and insurers, including the New Jersey Intergovernmental Insurance Fund (collectively, the “City Indemnitees”), for claims and losses suffered by the City Indemnitees to the extent same are proximately caused by the acts and omissions of Alpha, its successors, assigns, employees, contractors and agents during the City’s police assignments at Porta (the “Indemnity”). The terms of the Indemnity shall survive the termination or expiration of Alpha’s contract with Porta.

Further, the individual executing this agreement below on behalf of Alpha represents and warrants that they have the requisite authority to bind Alpha to the terms and conditions stated herein.

MDE&A Enterprises, LLC d/b/a Alpha
Security

Notary

By: Manny Alvarez, Owner

Attachment: Porta Agreement EXHIBIT A (2024-342 : Porta ABC Renewal 2024-2025)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-346

Referring the amended redevelopment plan to the Planning Board for consistency with the master plan



RESOLUTION NO. 2024-346

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

RESOLUTION OF THE CITY OF ASBURY PARK REFERRING THE PROPOSED “AMENDED REDEVELOPMENT PLAN FOR 1201 MEMORIAL DRIVE” DATED JUNE 26, 2024, IN ACCORDANCE WITH THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A

WHEREAS, the entire area of the City of Asbury Park (the “City”) has been designated by the Department of Community Affairs to be an area in need of rehabilitation and is in an area endangered by blight and in need of rehabilitation as measured by physical deterioration of buildings and the maintenance thereof, the age of building stock and other structures and arrearages in real property taxes due on buildings, structures, and land; and

WHEREAS, after consultation and discussion, a “Redevelopment Plan for 1201 Memorial Drive” located in the City of Asbury Park, Monmouth County, Block: 203, Lot: 5 and was adopted by the City on June 26, 2024; and

WHEREAS, during the public hearing for the Redevelopment Plan there were extensive public comments regarding the location of the building’s required access on Fourth Avenue and after hearing those comments the City finds it is appropriate to also permit access to the site on Fifth Avenue;

WHEREAS, in order to permit access to the site on Fifth Avenue, the Redevelopment Plan must be amended;

WHEREAS, pursuant to the provisions of the Local Redevelopment and Housing Law, City Council is to refer the proposed Plan to the City of Asbury Park Planning Board for its review and recommendation pursuant to law; and

NOW, THEREFORE, it is hereby resolved by the City Council as follows:

1. The City Council hereby refers the proposed Plan which is on file at the municipal offices of the City of Asbury Park, and incorporated herein as if set forth in full, to the City of Asbury Park Planning Board for review and recommendation in accordance with N.J.S.A. 40A:12A-7(e).
2. The City of Asbury Park Planning Board shall generate a report within forty-five

(45) days after this referral containing its recommendation regarding the proposed Plan. The report shall include a determination as to whether the proposed Plan is substantially consistent with the City of Asbury Park Master Plan, or is designed to effectuate the Master Plan, and if inconsistent, shall identify the inconsistencies it may have identified. The report of the Planning Board may also include any other matters the Board deems appropriate.

3. City Staff and consultants are hereby authorized and directed to take all actions to implement this Resolution as are necessary or appropriate to accomplish its goals and intent.
4. This Resolution shall take effect immediately.
5. A copy of this Resolution shall be forwarded to the Planning Board Secretary.

I, LISA ESPOSITO, 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. 2024-346 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK

Asbury Park, New Jersey
ORDINANCE NO. 2024 – ____

APPROVING AND ADOPTING AN AMENDMENT TO THE
1201 MEMORIAL DRIVE REDEVELOPMENT PLAN

WHEREAS, on June 26, 2024 the Mayor and City Council adopted Ordinance No. 2024-11; and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A 40A:12A-1 et. seq.*, the “Act”) the Ordinance adopted a redevelopment plan, referred to as the “1201 Memorial Drive Redevelopment Plan” for the property located at 1201 Memorial Drive;

WHEREAS, the 1201 Memorial Drive Redevelopment Plan permits a multi-family inclusionary development of up to 130 housing units, a modest amount of commercial space consisting of approximately 2,000 s.f., and off-street parking;

WHEREAS, the 1201 Memorial Drive Redevelopment Plan requires vehicle access to be on Fourth Avenue, as depicted in the Concept Plan included in the Redevelopment Plan;

WHEREAS, an “Access Evaluation”, dated June 11, 2024, was prepared by Dolan and Dean Engineers on behalf of the property owner and anticipated redeveloper of the 1201 Memorial Drive property;

WHEREAS, the “Access Evaluation” evaluated, among other topics, the ability of each of the three road frontages of the 1201 Memorial Drive property to provide safe vehicle access to the development set forth in the 1201 Memorial Drive Redevelopment Plan;

WHEREAS, the “Access Evaluation” found that Fourth Avenue is “most efficient and safest access option”, Memorial Drive is “not recommended” due to safety concerns, and Fifth Avenue is “less efficient and less safe option compared to access via 4th Avenue”;

WHEREAS, City planning and engineering staff and professionals reviewed the “Access Evaluation” and concur with the conclusions stated above regarding vehicle access;

WHEREAS, there are several residents, which live in proximity to the site which is subject to the 1201 Memorial Drive Redevelopment Plan, have expressed traffic and safety concerns about the singular vehicle access permitted on Fourth Avenue;

WHEREAS, alternative points of vehicle access include Fifth Avenue and Memorial Drive;

WHEREAS, the vehicle access on Fourth Avenue presents the safest option given the upcoming installation of a traffic signal at its intersection with Memorial Drive as well as excellent visibility along the property’s Fourth Avenue frontage due to a building setback of more than 20 feet;

WHEREAS, vehicle access on Memorial Drive presents the least safe option given the crash history of the road, greater traffic volumes, and lack of visibility due to an approximate 0 foot building setback;

WHEREAS, vehicle access on Fifth Avenue presents a less safe option compared to Fourth Avenue due to traffic volumes on Memorial Drive and lack of an upcoming traffic signal;

WHEREAS, in recognition of resident concerns and the relative safety of each option for vehicle access, the Mayor and Council seek to add flexibility to the 1201 Memorial Drive Redevelopment Plan to permit vehicle access to also occur on the Fifth Avenue frontage;

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

SECTION 1. (additions are shown as thus; deletions are shown as ~~thus~~)

....

F. Parking & Circulation

Deviations from the following shall be considered c variances.

1. The parking and circulation on the property, including curb cuts, shall be substantially consistent with the Concept Plan provided in Exhibit A to this Redevelopment Plan, unless otherwise provided herein, **and except as follows: two-way vehicle access shall be located on the Fourth Avenue frontage at a location subject to the discretion of the Planning Board, one- or two-way vehicle access may be located on the Fifth Avenue frontage at the discretion of the Planning Board (including location). Vehicle access to Memorial Drive shall not be permitted.** Roadway improvements, such as curb extensions, shall be considered and discussed with the City of Asbury Park and if acceptable included in the redeveloper agreement.

....

G. Architectural Design

Deviations from the following shall be considered design exceptions.

1. The exterior architectural design shall be substantially consistent with the Concept Building renderings in Exhibit B to this Redevelopment Plan, unless otherwise provided herein **and except to accommodate changes to vehicle access to the site on Fourth Avenue and Fifth Avenue as noted in Section F.1. herein.** This requirement shall include but is not limited to the placement of nonresidential uses.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-347

Resolution expressing need for affordable housing in support of the anticipated funding application by the developer to NJ HMFA.



RESOLUTION NO. 2024-347

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

RESOLUTION EXPRESSING AFFORDABLE HOUSING NEED REGARDING 1012 ASBURY AVENUE APARTMENTS PROJECT

WHEREAS, Asbury Avenue Owners LLC (hereinafter referred to as the “Sponsor”) proposes to construct a 101 unit housing project consisting of not less than 40 low and moderate income housing units, not less than 15 workforce housing units, and the remaining units consisting of market rate units, as well as first floor community facility uses as defined in the Redevelopment Plan, (hereinafter referred to as the “Project”) pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the “HMFA Requirements”) within the City of Asbury Park (hereinafter referred to as the “Municipality”) on a site described as Lots 1 and 2, Block 501 (or as may be consolidated into one lot) as shown on the Official Assessment Map of the City of Asbury Park, Monmouth County and commonly known as “1012 Asbury Avenue” (or Asbury Avenue Apartments), Asbury Park New Jersey; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the “Agency”); and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Asbury Park (the “Council”) that:

- (1) The Council finds and determines that the “1012 Asbury Avenue” aka Asbury Avenue Apartments Project proposed by the Sponsor, which includes 101 housing units consisting of not less than 40 low- and moderate-income housing units, not less than 15 workforce housing units, and the remaining units consisting of market rate units, as well as first floor nonresidential uses, meets or will meet an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor’s application for Agency funding to finance the Project.

I, LISA ESPOSITO, 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. 2024-347 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-24**

ORDINANCE AMENDING THE MAIN STREET REDEVELOPMENT PLAN

WHEREAS, on November 12, 2008 the Mayor and City Council adopted Ordinance No. 2886 entitled "ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ADOPTING THE MAIN STREET REDEVELOPMENT PLAN RELATING TO THE MAIN STREET REDEVELOPMENT AREA" (the "Ordinance"); and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq., the " Act") the Ordinance adopted a plan (the "Main Street Redevelopment Plan" or the "Plan") for the redevelopment of an area (the "Main Street Redevelopment Area" or the "Area"); and

WHEREAS, on November 12, 2014, the Mayor and City Council amended the Main Street Redevelopment Plan to permit microbreweries on Block 2702, Lot 7 in the Community Shopping Zone; and

WHEREAS, on February 28, 2018, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit recording studios in the Community Shopping Zone permit valet parking in the Civic/South Gateway; and

WHEREAS, on August 22, 2018, the Mayor and City Council still further amended the Main Street Redevelopment Plan to permit banks and accessory ATM machines in the Sunset Park Zone; and

WHEREAS, on July 14, 2021, the Mayor and City Council further amended the Main Street Redevelopment Plan in order to add Block 2503, Lots 2-5 under the City-wide Area in Need of Rehabilitation designation, and to permit Block 2503, Lots 1-5 to have a maximum height of five stories (60 feet) with an additional penthouse of 12 feet in height, and to require large expanses of blank walls to have murals as approved by the municipal public art commission; and WHEREAS, the Main Street Redevelopment Plan has led to an increase in public and private investment within the Area since its adoption, however, the Plan may benefit from amendments to remove barriers to further improvement and community benefit; and

WHEREAS, the Act sets forth the process by which amendments to any redevelopment plan shall be considered and, if appropriate, adopted; and

WHEREAS, the Mercy Center, an existing food pantry and community service organization, requested the City consider an amendment to the Main Street Redevelopment Plan

to permit replacement of the existing facility at the corner of Main Street and Third Avenue (Block 2805, Lot 17);

WHEREAS, the food pantry is not a permitted use in the Main Street Redevelopment Plan, Community Shopping Zone, and the Mercy Center first received a use variance to permit the use at its existing location in 1999. As such any expansion or replacement of the existing facility is prohibited;

WHEREAS, in evaluating this request, the Mayor and Council considered the permitted uses in the existing Plan and the effect, if any, this amendment would have on the surrounding area as well as the community need for the food pantry and services offered by the Mercy Center;

WHEREAS, on November 11, 2023 a publicly noticed public input session occurred during a Council meeting where the Mercy Center presented the proposal to replace the existing facility and the Council and public were given an opportunity to offer comments and ask questions;

WHEREAS, the Council finds that amendment to the Main Street Redevelopment Plan, Community Shopping Zone, is appropriate in order to permit the replacement and improvement of the existing Mercy Center facility and that the result will be an enhancement of the appearance and function of the site as well as an expansion of community services;

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

SECTION 1. (additions are shown as **thus**; deletions are shown as ~~**thus**~~)

Page 39 of the Main Street Redevelopment Plan, the *Proposed Land Uses & Building Requirements By Character District* table, within the row setting forth the *Principal Uses* in the *Community Shopping Zone*, the following language shall be added:

;soup kitchens and food pantries are permitted on Block 2805, Lot 17.

Page 39 of the Main Street Redevelopment Plan, within the row setting forth the *Prohibited Uses*, the following language shall be amended:

Nursing homes, licensed health care facilities, soup kitchens and food pantries **(excluding Block 2805, Lot 17)**, houses of worship and places of assembly, social clubs, retail sales and service establishments providing goods and repair services for vehicles, used car sales, motor vehicle repair garages, motor vehicle body repair garages, gas stations, check cashing services, automobile rental, appliance rental, adult entertainment including adult arcades, adult bookstores, adult cabarets, adult motion picture theaters, and adult theaters. Drive-thru facilities are prohibited, except in the North Gateway and for banks in Sunset Park.

Page 39 of the Main Street Redevelopment Plan, the *Proposed Land Uses & Building Requirements By Character District* table, within the row setting forth the *Accessory Uses* in the *Community Shopping Zone*, the following language shall be added:

; first or second story rooftop garden and/or seating area on Block 2805, Lot 17, subject to screening as required by the Planning Board.

SECTION 2. (additions are shown as **thus**; deletions are shown as **~~thus~~**)

Page 40 of the Main Street Redevelopment Plan, the *Proposed Land Uses & Building Requirements By Character District* table, the following language shall be added below the table:

*** SPECIFIC ZONING AND DESIGN REGULATIONS FOR BLOCK 2805, LOT 17**

- ☐ Vehicle access using Third Avenue is prohibited.
- ☐ Large Expanses of blank walls shall feature murals to be approved by the Municipal Public Art Commission.
- ☐ Bicycle parking spaces shall be provided equal in number to vehicle parking spaces.
- ☐ Building entrances facing Main Street shall be articulated to make it easily identifiable by visitors and to provide architectural interest. Examples of special features of entrances include, but are not limited to, awnings and architectural treatments. Service doors shall be integrated with the building design and need not be articulated.
- ☐ Upper floor windows shall be divided into individual units, rather than a continuous “ribbon.”
- ☐ Windows shall be recessed, or project as bays from the main wall, so as to create texture and shadows on the façade for visual interest.
- ☐ Building materials and architectural details on all sides of each building need not be identical, but shall be unified in overall appearance through finish, materials, details, and architectural design.
- ☐ Rooftop equipment such as mechanical units, vents, and flues shall be located centrally on the building roof, to the extent practicable. Any equipment visible from a public right-of-way, adjacent lots, and pedestrian corridors shall be screened with solid materials using parapets, pitches roof forms, or penthouses.
- ☐ Screening shall be constructed of the same or complementary material as the building.
- ☐ Excluding pitched roofs, a sustainable roof top shall be provided; the roof area shall consist of a cool white roof, green roof, and/or solar panels. Any proposed rooftop garden or seating area shall be excluded from this requirement.

SECTION 3. (additions are shown as **thus**; deletions are shown as **~~thus~~**)

Page 43 of the Main Street Redevelopment Plan, within the *Parking Standards* table, within the *Commercial Uses* row, the following shall be added:

Land Use	Unit	Min. No Spaces/Unit	Max. No. Spaces/Unit
<u>Block 2805, Lot 17</u>	<u>Per 1,400 sf</u>	<u>1</u>	<u>N/A</u>

I, LISA ESPOSITO, 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. 2024-24 which was finally adopted by the City Council at a meeting held on the 17th day of July, 2024

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-11**

**ORDINANCE OF THE CITY OF ASBURY PARK APPROVING AND ADOPTING A
REDEVELOPMENT PLAN FOR PROPERTY LOCATED AT 1201 MEMORIAL DRIVE
(BLOCK 203, LOT 5)**

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

WHEREAS, City of Asbury Park has had a city wide designation as an area in need of rehabilitation for over 40 years pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the “Redevelopment Law”); and

WHEREAS, the Council has determined that the effective Rehabilitation of the Area would be stimulated by adoption of the “1201 Memorial Drive Redevelopment Plan” and

WHEREAS, the Council desires to adopt the “1201 Memorial Drive Redevelopment Plan” and to provide notice thereof in accordance with law.

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

Section 1. The “1201 Memorial Drive Redevelopment Plan” be and hereby is adopted with the Attachment to this Ordinance entitled “1201 Memorial Drive Redevelopment Plan”.

Section 2. In the event that any section, part or provision of the Ordinance shall be held to be unenforceable or invalid by any court, such holding shall not affect the validity of this Ordinance as a whole, or any party thereof, other than the part so held unenforceable or invalid.

Section 3. This ordinance shall take effect upon final passage, publication, and filing with the Office of the Clerk of Monmouth County, all as required by law.

I, LISA ESPOSITO, 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. 2024-11 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

LISA ESPOSITO
CITY CLERK

1201 MEMORIAL DRIVE REDEVELOPMENT PLAN



BLOCK 203 LOT 5

ASBURY PARK CITY NJ

Draft: April 1, 2024

Attachment: 240401 Draft 1201 Memorial Redev Plan (2024-11 : 1201 Memorial Drive Redevelopment Plan)

1201 MEMORIAL DRIVE REDEVELOPMENT PLAN

BLOCK 203 LOT 5

CITY OF ASBURY PARK, MONMOUTH COUNTY

Adopted _____

CITY OF ASBURY PARK MAYOR AND COUNCIL

John Moor, Mayor
Amy Quinn, Deputy Mayor
Yvonne Clayton

Angela Ahbez- Anderson
Eileen Chapman

Frederick Raffetto, Esq., City Attorney
David Clark, Redevelopment Attorney
Michele Alonso, PP, AICP, Director of Planning and Redevelopment
Elizabeth McManus, PP AICP LEED AP, City Planning Consultant

CITY OF ASBURY PARK PLANNING BOARD

Barbara Krzak - Chairperson
Michael Goonan- Vice Chairperson
Mayor John Moor
Councilperson Yvonne Clayton
Transportation Dir. - James Bonanno

Erik Galipo
Rick Lambert
Jim Henry
Daniel Sciannameo
Jennifer Souder

Jack Serpico, Esq., Board Attorney
Michael Sullivan, PP, AICP, ASLA, Board Planner
Jason Fichter, PE,PP,CFM,CME, Board Engineer

Prepared for the City of Asbury Park by:



Elizabeth K. McManus, PP, AICP, LEED AP
New Jersey Licensed Planner #5915



Brett L. Harris, PP, AICP
New Jersey Licensed Planner #650100

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Exhibit A – Concept Plan

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INTRODUCTION

The Redevelopment Plan provides the policy and regulation for revitalization of 1201 Memorial Drive, Asbury Park, New Jersey (aka Block 203, Lot 5). The Redevelopment Plan Area encompasses one lot, specifically a 1.55-acre corner lot, with frontage on Memorial Drive, Fourth Avenue, and Fifth Avenue. The Area envisions the redevelopment of the vacant underutilized lot, transforming it into a development that can create a cohesive built environment between the residential neighborhoods to the west and the larger footprint commercial buildings found along Memorial Avenue. The Area will serve as a transitional area between the commercial and residential areas of the City, while creating a sense of place that promotes a high quality of life, economic support to the City's downtown, and a diversity of household incomes.

Rehabilitation is commonly recognized as a process governed by the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.) ("the Law") that is undertaken in accordance with a rehabilitation plan adopted by the municipality. The Law defines rehabilitation as "the repair, reconstruction or renovation of existing structures, with or without the introduction of new construction or the enlargement of existing structures, in any area that has been determined to be in need of rehabilitation or redevelopment, to eliminate substandard structural or housing conditions and arrest the deterioration of that area." An area may be designated in need of rehabilitation by the local governing body if it is determined that the area exhibits any of the following conditions:

1. A significant portion of structures in the area is in deteriorated or substandard condition;
2. More than half of the housing stock in the delineated area is at least 50 years old;
3. There is a pattern of vacancy, abandonment or underutilization of properties in the area;
4. There is a persistent arrearage of property tax payments on properties in the area;
5. Environmental contamination is discouraging improvements and investment in properties in the area; or
6. A majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is need of repair or substantial maintenance.

The designation of an area in need of rehabilitation may cover a neighborhood, other delineated area or, at times, an entire municipality. The City of Asbury Park has had a city wide designation as an area in need of rehabilitation for over 40 years. Unlike the procedures for designating an Area in Need of Redevelopment, no public hearing is necessary for a rehabilitation designation. Similarly, eminent domain is not allowed for properties in an area designated as in need of rehabilitation. Once an Area in Need of Rehabilitation is designated, the municipality may exercise the following powers:

1. Rehabilitation, repair and improvement of both residential and non-residential structures, done independently or as part of a redevelopment plan or project;
2. Redevelopment and the greater powers associated with the redevelopment designation (except for eminent domain) provided a redevelopment plan is adopted by ordinance for the area in need of rehabilitation; and
3. Tax abatements and exemptions, such as five-year property tax exemptions and abatements pursuant to the procedures and requirements of the Five-Year Exemptions and Abatement Law (N.J.S.A. 40A:21-1 et seq.).
4. In areas that have been designated as Areas in Need of Rehabilitation, municipalities can prepare Rehabilitation Plans and the Governing Body may adopt an Ordinance for that area. This Redevelopment Plan is adopted based on the designation of the entire City of Asbury Park as an area in need of rehabilitation.

The Redevelopment Plan Area serves as a transition point between the traditional residential neighborhoods of the City and the commercial uses found along Memorial Avenue. The area surrounding the subject property is characterized by a mix of residential and commercial uses. Residential uses are generally located to the west and commercial uses are generally located to the north, east, and south along Memorial Drive.

REDEVELOPMENT PLAN OBJECTIVES

The 1201 Memorial Drive Redevelopment Plan is intended to provide a framework for redevelopment of the area. This Redevelopment Plan is guided by the following objectives:

1. Promote redevelopment of a long-vacant property along one of the City's primary north-south corridors, Memorial Drive.

2. Create diverse housing opportunities in the form of multi-family residential development that accommodates a mix of incomes and household sizes. This includes, but is not limited to, affordable housing set aside of not less than 20%.
3. Promote economic development and growth for the City through the promotion of mixed-use development, with an emphasis on residential uses that will lead to more residents within walking and biking distance of the shops, services and activities of the downtown.
4. Maintain the overall character and quality of life for existing City residents by permitting uses that are sensitive to the surrounding area (particularly residences adjacent to the west) and limiting impacts from the Redevelopment Area, such as lighting and noise.
5. Ensure a unique sense of place is established that complements the character and scale of the City.
6. Incorporate visible public art into new development through engagement with local artists or artist groups.



1201 MEMORIAL DRIVE - BLOCK 203 LOT 5

City of Asbury Park, Monmouth County NJ

DATA SOURCE: Aerial Imagery, Google Earth 2021; NJGIN 2022 Monmouth County Parcels: This map was developed using NJDEP & NJGIS Data, but this secondary product has not been NJDEP & NJGIS verified



APPLICABILITY & RELATIONSHIP TO THE LAND USE ORDINANCE

The Redevelopment Plan envisions the creation of a revitalized area on Block 203 Lot 5. The Redevelopment Plan Area is envisioned as a vibrant transition point between the traditional residential neighborhoods of the City and the commercial uses found along Memorial Avenue, creating a cohesive built environment, while providing a variety of housing types and attracting a mix of incomes. An integrated residential development creates the opportunity for economic growth and development for the City while supporting existing businesses.

The standards of this Redevelopment Plan shall supersede the zoning provisions of the City of Asbury Park Land Development Ordinance. However, where the regulations and standards of the Redevelopment Plan are silent, the standards of the Land Development Ordinance shall apply to the redevelopment areas as permitted by N.J.S.A. 40A:12A-7.a(2).

The zoning map of the City of Asbury Park shall be amended upon the adoption of this Plan in accordance with N.J.S.A. 40A:12A-7.c to reflect this new classification.

GENERAL PROVISIONS

A. REDEVELOPMENT AUTHORITY

The City Mayor and Council shall act as the “Redevelopment Entity” pursuant to *N.J.S.A. 40A:12A-4.c* for purposes of implementing this Redevelopment Plan and carrying out redevelopment projects. In doing so, the City Council shall have the powers set forth in *N.J.S.A. 40A:12A-8* to effectuate all its duties and responsibilities in the execution and implementation of this Redevelopment Plan.

B. EFFECT OF REDEVELOPMENT AGREEMENT

The execution of the Redevelopment Agreement shall convey the right to prepare a site plan or subdivision application for development to the Asbury Park Planning Board in accordance with the terms of a Redevelopment Agreement and Redevelopment Plan, among other rights that may be granted by the City Council. Nothing herein shall prevent the City Council from amending the Redevelopment Plan as it sees fit.

C. ACQUISITION OF PROPERTY

No property is proposed to be acquired by public entities in the 1201 Memorial Drive Redevelopment Plan Area as part of this Redevelopment Plan.

D. RELOCATION PROVISIONS

The Redevelopment Plan Area is a vacant parcel where a light industrial facility once was and does not include any housing units. As such, no relocation provisions are necessary.

E. APPLICATION FOR DEVELOPMENT

The application for development shall include a major site plan application that includes the entirety of Block 203, Lot 5. An applicant shall seek major preliminary and final site plan approval for the entirety of the Redevelopment Plan Area but may request preliminary approval separate from final approval. No construction permits shall be issued without a Final Site Plan approval. The application shall be submitted in such form, and accompanied by such maps, documents, and materials as are prescribed in the City's Land Development Ordinance.

Only a party designated by the City of Asbury Park as the designated redeveloper shall be permitted to develop and/or redevelop the Property, which designation shall be accomplished with a Redevelopment Agreement between the City and the redeveloper. No party may seek or obtain site plan approval related to any portion of the Redevelopment Area without first having been designated as the designated redeveloper by the City. The Planning Board may not consider an application for site plan approval nor grant site plan approval for the Redevelopment Area unless the Applicant, or its related urban renewal entity affiliate, is the designated redeveloper as designated by the City of Asbury Park.

F. DEVIATION REQUESTS

Any application for a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the requirements of public notice as set forth in the Local Redevelopment and Housing Law (*N.J.S.A. 40:55D-12a* and *b.*) and the Municipal Land Use Law (*N.J.S.A. 40:55D.*) The Asbury Park City Planning Board may grant design exceptions as well as deviations from the regulations contained within this Redevelopment Plan that are "c" variances pursuant to the Municipal Land Use Law (*N.J.S.A. 40:55D-70c*). Any deviation that constitutes a "d" variance pursuant to

the Municipal Land Use Law (*N.J.S.A. 40:55D-70d*) from the Redevelopment Plan shall be permitted only by means of an amendment of the Redevelopment Plan by the Mayor and City Council.

REDEVELOPMENT REGULATIONS

The Redevelopment Plan provides the policy framework and regulation for the revitalization of the 1201 Memorial Drive site. The Redevelopment Plan Area aims to ameliorate the vacant conditions that currently exist. 1201 Memorial Drive is envisioned as a new diverse residential neighborhood that provides economic support to the City's -retail centers while complementing the scale and character of the City, creating an integrated and cohesively built environment. Any regulations not addressed in this plan shall refer back to Chapter 30 of the City of Asbury Park municipal code.

A. REQUIRED & PERMITTED PRINCIPAL USES

Deviations from the following shall be considered use variances.

1. Ground Floor:
 - a. Nonresidential uses permitted in the (B) Business District,
 - b. Residential lobbies, utilities, and amenities, and
 - c. Parking.
2. Upper Floors:
 - a. Multi-family residential dwellings.
 - b. Residential lobbies, utilities, and amenities.

B. ACCESSORY USES AND STRUCTURES

Deviations from the following shall be considered c variances.

1. Signs.
2. Fences and walls.
3. Roof-top solar facilities.
4. Electric vehicle charging stations and make-ready infrastructure.
5. Loading, delivery, service, and pick-up zones.
6. Gyms, community rooms, amenity, and multi-purpose rooms.

7. Open space and recreation, including but not limited to playgrounds, community gathering spaces, and sitting areas.
8. Off-street parking, including surface, and structured parking.
9. Minor home occupations.
10. Private outdoor patios or terraces.
11. Other uses which are customary and incidental to the principal permitted uses.

C. RESIDENTIAL DENSITY

Deviations from the following shall be considered use variances.

1. Density shall not exceed 130 individual residential dwelling units.

D. AFFORDABLE HOUSING

Deviations from the following shall be considered c variances.

1. The affordable housing set-aside shall be not less than twenty percent (20%). Affordable housing units shall be developed in compliance with the City's affordable housing ordinance, Chapter 31 of the municipal code, and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-21), including 13% of the affordable units being restricted to very low income housing units.
2. All affordable housing units shall be "family" units, defined as not being limited to any particular population (i.e., senior or special needs).
3. Affordable housing units shall be distributed throughout the building.
4. All affordable housing units shall have one (1) or more windows in each bedroom and one (1) or more windows in the living or dining space of the unit.
5. The average size of each affordable housing unit bedroom type (1-bedroom units, 2-bedroom units, 3-bedroom units) shall not be less than the average interior unit size of the market units of the same bedroom type in the project.

E. SITE DESIGN & BULK REGULATION

Deviations from the following shall be considered c variances, unless otherwise noted.

1. Site layout and design shall be substantially consistent with the Concept Plan provided in Exhibit A, unless otherwise provided herein.

2. Minimum setbacks to principal building:
 - a. Memorial Drive: 0 ft.
 - b. Fourth Avenue: 22 ft.
 - c. Fifth Avenue: 22 ft.
 - d. Rear Lot Line: 25 ft.
 - e. Permitted intrusions and exceptions:
 - i. Balconies and patios: maximum intrusion of 5 ft.
3. Building Height: (deviations from maximum building height are c variances unless the deviation exceeds 10 feet or 10% as per N.J.S.A. 40:55D-70.d.(6))
 - a. Maximum building height: 5 stories / 63 feet. Penthouses are exempt from height restrictions provided they are not habitable, cover not more than twenty (20%) percent of the fourth floor roof area, are not more than twelve (12) feet in height, and further provided that all building service equipment and appurtenances are enclosed in the penthouse in addition to any use permitted in the zone where located, excluding any penthouse level that complies with the provisions noted herein.
4. Maximum impervious coverage: 85%
5. Trash and recycling storage facilities shall not be visible from the public right-of-way or adjacent residential properties and shall be stored internally or in an enclosure.
6. Mechanical equipment, other than utilities providing service to the building, shall be shielded so as not to be visible from adjacent streets and lots.
7. A planted buffer of not less than 5 feet in width, as well as a solid fence, shall be provided where the property abuts a residential lot. The design of the buffer, including plantings, fence location and design (provided said fence does not exceed 6 feet in height) shall be at the discretion of the Planning Board.

F. PARKING & CIRCULATION

Deviations from the following shall be considered c variances.

1. The parking and circulation on the property, including curb cuts, shall be substantially consistent with the Concept Plan provided in Exhibit A to this Redevelopment Plan, unless otherwise provided herein. Roadway improvements, such as curb extensions, shall be considered and discussed with the City of Asbury Park and if acceptable included in the redeveloper agreement.

2. Parking shall be provided as follows:
 - a. A minimum of one parking space per multi-family unit shall be constructed. This shall not be reduced due to application of credits for electric vehicle parking spaces.
 - b. No parking is required for the non-residential uses.
3. Bicycle parking at a rate of one space per residential unit, for not less than 30% of the units, shall be provided within the building, including but not limited to the parking structure. Exterior bicycle parking shall not contribute to this requirement. I

G. ARCHITECTURAL DESIGN

Deviations from the following shall be considered design exceptions.

1. The exterior architectural design shall be substantially consistent with the Concept Building Renderings in Exhibit B to this Redevelopment Plan, unless otherwise provided herein. This requirement shall include but is not limited to the placement of nonresidential uses.
2. The primary building entrance shall face Fifth Avenue.
3. Where facing Memorial Drive, nonresidential uses shall have a minimum of 60% of the ground floor facade between three (3) and 10 feet above grade be transparent and shall provide visual access to the street. "Blanked-out" windows, windows which display only signage, or look into unused or "dead" space do not meet this requirement.
4. Building entrances shall be articulated to make it easily identifiable by visitors and to provide architectural interest. Examples of special features of entrances include, but are not limited to, awnings and architectural treatments. Service doors shall be integrated with the building design and need not be articulated.
5. Upper floor windows shall be divided into individual units, rather than a continuous "ribbon."
6. Windows shall be recessed, or project as bays from the main wall, so as to create texture and shadows on the façade for visual interest.
7. Awnings, canopies and overhangs shall have a matte finish and be constructed of colored natural or synthetic canvas, or other materials such as metal or glass. Openings in such features are permitted. Awnings shall not be internally illuminated and shall not be made of vinyl or other plastic material.
8. The project shall include building installed wall art or murals on the elevation fronting Memorial Drive. Public art design shall require approval of the Municipal

Public Art Commission. The public art design is not required to be consistent with the Concept Building Renderings in Exhibit B to this Redevelopment Plan.

9. Structured parking that is visible to a public street shall not exceed one story (parking level). Structured parking shall be screened by structural elements that are compatible with the materials and design of the front and side building facades. Light for the structured parking shall not produce glare or spillover in the ROW.
10. Building materials and architectural details on all sides of each building need not be identical, but shall be unified in overall appearance through finish, materials, details, and architectural design.
11. Pedestrian friendly building design and on-site furnishings (outdoor tables, benches, bicycle racks, etc.) are required along Memorial Drive.
12. Rooftop equipment such as mechanical units, vents, and flues shall be located centrally on the building roof, to the extent practicable. Any equipment visible from a public right-of-way, adjacent lots, and pedestrian corridors shall be screened with solid materials using parapets, pitches roof forms, or penthouses. Screening shall be constructed of the same or complementary material as the building.

H. SIGNS

Deviations from the following shall be considered design exceptions.

1. Signs shall comply with Section 30-61.16, Signs Permitted for Nonresidential Districts (Permits Required), unless otherwise noted herein.
2. Residential Signage – The building shall be permitted to include one (1) residential identification sign facing Fifth Avenue. The signage shall not exceed 20 s.f., may be mounted to a wall, canopy, or be a projecting (blade) sign. One (1) sign may be provided at the Fourth Avenue parking entrance. The signage shall not exceed 10 s.f., may be mounted to a wall, canopy, or be a projecting (blade) sign.
3. Nonresidential Signage – Each unit or entry shall be permitted one wall or canopy mounted sign at a maximum size of 20 sq. ft. Each retail space shall also be permitted to include one projecting (blade) sign either mounted to the building wall or hung from the canopy above the user of space. Each projecting (blade) or hung sign shall not exceed 10 sq. ft.
4. Building address signage for both the residential lobby or individual first floor tenant spaces may be provided as channel cut letters mounted to the building façade or to the storefront glass with a maximum height of six inches (6").
5. Internally illuminated, except for channel lettering, or digital signage shall not be permitted.

I. STREETSCAPE PLANTING & LIGHTING DESIGN

Deviations from the following shall be considered design exceptions.

1. Street trees shall be provided in accordance with the requirements of Asbury Park, Section 30-57.12 along Memorial Drive and Fourth and Fifth Avenue to the extent practical.
2. Streetscape furnishings, including, but not limited to light fixtures, bike racks, benches, etc., shall be provided along all streets. Design and location of such furnishings need not be consistent with the Concept Plan provided in Exhibit A or the Concept Building Renderings in Exhibit B to this Redevelopment Plan.
3. Native species for plant material are encouraged.

J. SUSTAINABILITY REQUIREMENTS:

Deviations from the following shall be considered design exceptions.

1. Successful participation in the ENERGY STAR Multifamily [High Rise Program] New Construction Version 1.1, or alternative per the Guide to NJHFMA QAP Green Requirements.
2. All new construction shall utilize only Energy Star rated appliances or better.
3. A sustainable roof top shall be provided; the roof area shall consist of either a cool white roof or green roof.
4. Reservation of the lesser of 5% total units or four (4) parking spaces for the hourly rental of cars (such as Zip Cars, Hertz on Demand, or comparable service), at the discretion of the Planning Board. Reserved parking spaces shall not contribute to the satisfaction of required parking pursuant to Section F. herein.
5. Compliance with the State's required provision of electric vehicle charging parking spaces and make-ready charging parking spaces (P.L. 2021, c. 171)
6. Use of rain gardens and/or swales in surface landscaping design and stormwater retention plan.

RELATIONSHIP TO PLANNING & OBJECTIVES

The Study Area is located within the (B) Business District. Permitted uses of the District include commercial uses such as retail stores, restaurants, convenience stores, and medical offices and upper story residences. The full list of permitted uses can be found in §30-71.5a. of the City's Land Development Regulations. Prohibited uses include used car sales, motor vehicle repair garages, and motor vehicle body repair garages. The full list of prohibited uses can be found in §30-71.5b. of the City's Land Development Regulations.

The 2006 Master Plan included a "Vision of the City", which is relevant to the redevelopment of the Study Area, and is as follows:

The City's vision for the year 2027 is of a safe and vibrant community with a balance of land uses, diverse housing options, a thriving arts community, a diversified and expanding year round economy, modern and well-maintained infrastructure, expanded community facilities and an outstanding quality of life."

The City adopted a Master Plan Re-Examination Report in 2017. There are a wide variety of goals, objectives, and recommendations outlined in the Re-Examination Report ranging from land use, urban design, mobility, housing, and others. The goals, objectives, and recommendations relevant to this Redevelopment Plan include the following:

Planning Goal 5.1.2.2. *Provide a variety of housing types for all income levels throughout the City.*

Land Use Objective 5.2.1.8. *Continue to encourage new retail commercial and mixed-use developments consistent with the City's redevelopment plans.*

Land Use Objective 5.2.1.10. *Continue to work with developers to implement redevelopment plans.*

Land Use Objective 5.2.1.14. *Reevaluate and redefine existing commercial corridors, including the possibility of shrinking some commercial corridors and strengthening others. Encourage neighborhood service-oriented retail only on corner lots in residential neighborhoods.*

Urban Design Plan Objective 5.3.1.3. *Ensure infill development compliments the context and qualities of adjacent neighborhoods with an appropriate scale, massing, and character.*

Urban Design Plan Objective 5.3.1.7. *Ensure design of mixed use and commercial buildings do not result in negative impacts on nearby public or residential areas through the use of unattractive architecture, unsightly building systems, noise, or vehicle parking or loading.*

Housing Objective 5.5.1.2. *Balance housing options in the City, including affordable housing for low and moderate income households. Encourage the*

continued development of a variety of housing ranging from affordable to middle income and market rate units.

Housing Objective 5.5.2.9. *Encourage development of affordable housing on vacant and deteriorated lots.*

Economic Development Plan Objective 5.6.1.5. *Promote continued growth and development of the City's economic base.*

Economic Development Recommendation 5.6.2.6. *Increase residential density in the B2 Main Street Commercial District (recommended B Business District).*

As noted above, the relevant planning policies encourage redevelopment, with an emphasis on diverse housing types, including affordable housing. Additionally, the relevant policies support economic development, infill development, and redevelopment of commercial areas, particularly commercial corridors.

The City is adjacent to four municipalities – Village of Loch Arbor, Interlaken Borough and Ocean Township to the north, Ocean Township and Neptune Township to the west, and Neptune Township to the south. The Redevelopment Area is centrally located in Asbury Park and is a half mile or more from a neighboring municipality. Notwithstanding, review of the Redevelopment Plan against the master plans of the neighboring municipalities reveals that they are not inconsistent with the Redevelopment Plan.

The 2016 Monmouth County Master Plan classifies the City as an Urban and Regional Center, and the 2010 Coastal Monmouth Plan classifies the City as an Arts, Culture and Entertainment Hub. The County Master Plan includes a variety of Goals, Principles and Objectives that are not inconsistent with this Redevelopment Plan, including the following.

Master Plan Goal #3: Promote beneficial development and redevelopment that continues to support Monmouth County as a highly desirable place to live, work, play and stay.

Principle 3.1 Vibrant and Sustainable Communities: Encourage the creation of vibrant communities through a variety of housing choices, energy and transportations options, recreational and cultural offerings, health and safety initiatives, and business opportunities that result in a more sustainable and higher quality-of-life for all residents.

3.1 Objectives:

D. Encourage a range of housing options including types, sizes, styles, and accommodations to meet the needs associated with various lifestyles, life-stages, abilities, and occupations of residents while supporting economic sustainability within the region.

G. *Promote vibrancy, attractiveness, and a diverse array of uses, occupations, services, and amenities for downtowns and business districts.*

H. *Endorse the use of enhanced landscapes, streetscapes, and design amenities that promote safe and secure neighborhoods as well as other attractive and appealing built environments that discourage aversion, crime, and blight.*

Principle 3.2 *Preservation of Community Character: Protect and strengthen the established character of municipalities and their distinct qualities.*

3.2 Objectives:

B. *Support measures to improve communities in need of revitalization or restoration.*

C. *Promote in-fill development and the adaptive reuse of substandard, underutilized, or abandoned structures that complement or improve adjacent land uses and support or enhance neighborhood character resulting in healthier places to live, work, learn, and recreate.*

D. *Promote the development and use of design standards that reinforce neighborhood character and improve the appearance and appeal of special improvement districts, commercial districts and corridors, and redevelopment areas.*

Principle 3.3 *Housing: Encourage a variety of new and rehabilitated housing that will enable populations to more readily cycle through different life-stages, giving residents an opportunity to age in place.*

3.3 Objectives:

A. *Encourage municipalities to monitor the evolving housing market and consider the desirability of changing zoning to accommodate shifts in market demand.*

B. *Encourage housing development in locations that provide access to various modes of travel that could reduce automobile dependency.*

At the statewide level, the State Development and Redevelopment Plan (SDRP) is a policy document that is meant to act as a guide for public and private sector investments throughout the state. The SDRP outlines and designates areas as various Planning Areas. The Study Area is located in the Metropolitan Planning Area 1, known as Planning Area 1. Planning Area 1 is meant to:

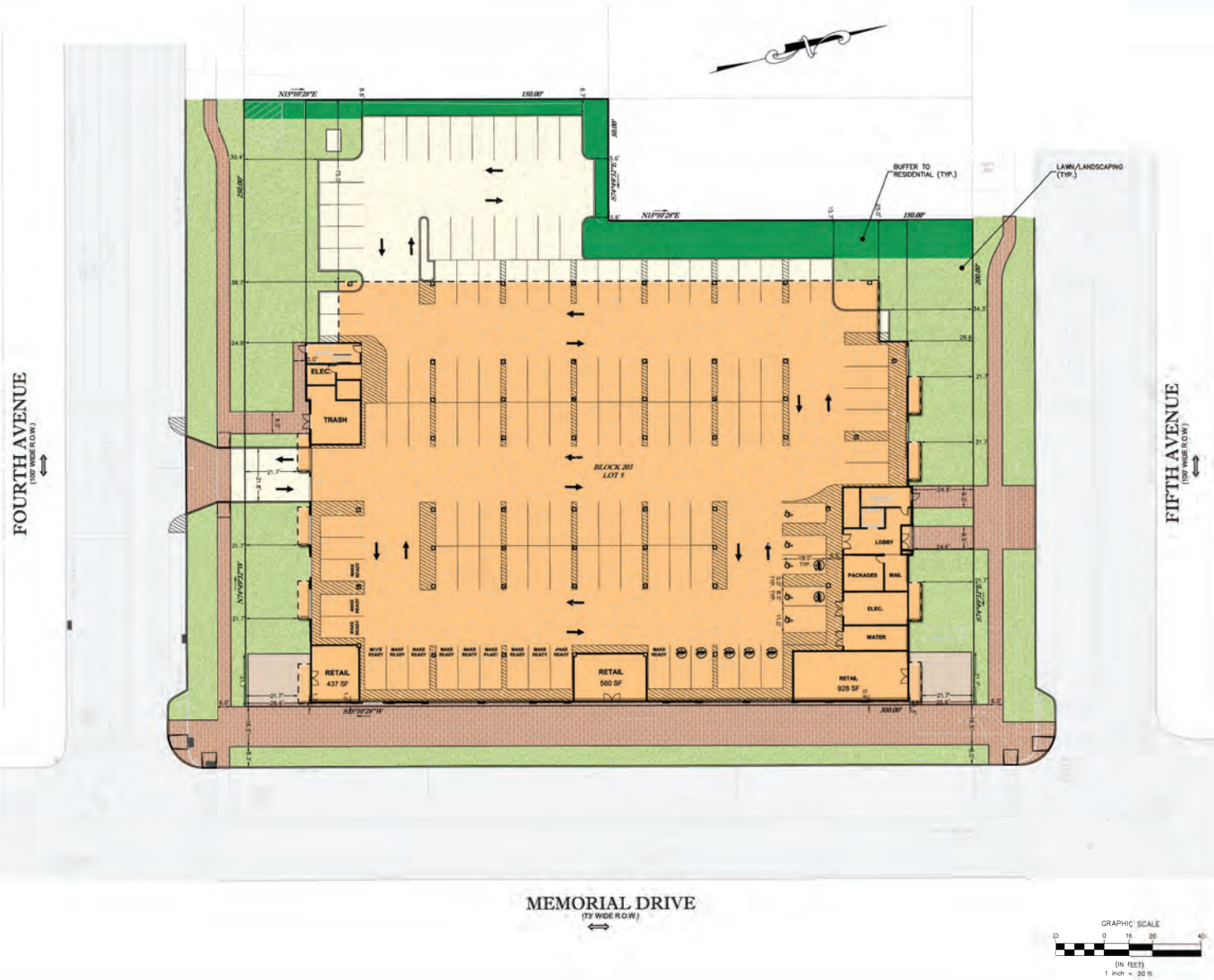
"Provide for much of the state's future redevelopment; revitalize cities and towns; promote growth in compact forms; stabilize older suburbs;

redesign areas of sprawl; and protect the character of existing stable communities."

This intention for Planning Area 1 to provide for much of the State's future redevelopment is consistent with this Redevelopment Plan.



Appendix A
Concept Plan



1201 Memorial Drive

Asbury Park, New Jersey

Redevelopment Plan
KCE
Kennedy Consulting
Red Bank, New Jersey
May 31, 2023

Attachment: 240401 Draft 1201 Memorial Redev Plan (2024-11 : 1201 Memorial Drive Redevelopment Plan)

Engineering
neers, LLC



Appendix B
Concept Building Renderings

Memorial Drive Frontage

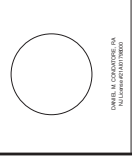


R-03

RENDERING

REVISIONS / ISSUES	
NO.	DATE
1	6/2/2023
BY	PLANNER

1201 MEMORIAL DRIVE
PROPOSED MULTI-FAMILY DEVELOPMENT
1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712
BLOCK: 203, LOT: 5



mode
ARCHITECTS
601 LAUREL AVE. SUITE 200
ASBURY PARK, NJ 07712
TEL: 732.261.1100
WWW.MODE-ARCH.COM

Memorial Drive and Fifth Avenue Frontage

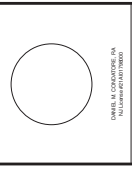


R-01

RENDERING

REVISIONS / ISSUES	
NO.	DATE
1	6/25/2020
BY	PLANNER

1201 MEMORIAL DRIVE
PROPOSED MULTI-FAMILY DEVELOPMENT
1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712
BLOCK: 203, LOT: 5



mode
ARCHITECTS
601 LINDEN AVENUE, SUITE 100
ASBURY PARK, NJ 07712
TEL: 732.261.1000
WWW.MODE-ARCH.COM

Fifth Avenue Frontage



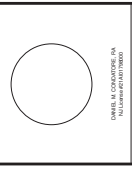
REVISIONS / ISSUES	
NO.	DATE
1	6/2/2020
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20	

RENDERING

R-02

DESIGNED BY: DMC
DRAWN BY: DMC

1201 MEMORIAL DRIVE
PROPOSED MULTI-FAMILY DEVELOPMENT
1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712
BLOCK: 203, LOT: 5



mode
ARCHITECTS
601 LAUREL AVE. SUITE 200
ASBURY PARK, NJ 07712
TEL: 732.261.1000
WWW.MODE-ARCH.COM



**Asbury Park, New Jersey
ORDINANCE NO. 2024-21**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING SECTION 30-45, ENTITLED “SUBMISSION OF APPLICATIONS
FOR DEVELOPMENT,” OF ARTICLE IV, “APPLICATION FOR DEVELOPMENT,”
AND SECTION 30-60 ENTITLED “SIGNS” OF ARTICLE V “DEVELOPMENT
STANDARDS” OF CHAPTER 30, “LAND DEVELOPMENT REGULATIONS,” OF
“THE CODE OF THE CITY OF ASBURY PARK.”**

WHEREAS, the City of Asbury Park (the “City”) previously established Section 30-45, entitled “Submission of Applications for Development,” of Article IV, “Application for Development,” And Section 30-60 Entitled “Signs” of Article V “Development Standards” of Chapter 30, “Land Development Regulations,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council wish to revise Section 30-45 of the City Code, in certain limited respects, in accordance with the provisions set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Section 30-45, entitled “Submission of Applications for Development,” of Article IV, “Application for Development,” of Chapter 30, “Land Development Regulations,” of “The Code of the City of Asbury Park” is hereby amended and supplemented as follows (additions are shown with underline; deletions are shown with ~~strikeout~~):

Chapter 30. Land Development Regulations

Article IV. Application for Development

§ 30-45. SUBMISSION OF APPLICATIONS FOR DEVELOPMENT.

§ 30-45.1. General.

[2000 Code § 30-45.1; Ord. No. 2777 § 2]

- a. Informal Review with Technical Personnel. Before filing a formal application in accordance with the procedure set forth in this article, applicants are encouraged to meet with the City's technical personnel including the City Planner, Zoning Enforcement Officer, Construction Official, Fire, Police, and Public Works Departments.
- b. Informal Review with Planning Board. At the request of a developer, the Planning Board may grant an informal review of a concept plan for development for which a developer

intends to prepare an application for development. The developer shall not be bound by any concept plan for which review is requested, and the Planning Board shall not be bound by any such review.

- c. **Complete Application.** An application for development together with the required fees and exhibits required in Article V, shall be submitted to the Development Coordinator. The Development Coordinator shall: (1) review the application to determine its completeness; (2) determine the type of development action required; and (3) forward the application to the proper board or agency for subsequent action. An application shall be certified as complete when all requirements of the Boards have been met. It shall be deemed complete as of the day it is so certified by the Development Coordinator for the purposes of the commencement of the time period for action by the Boards. If found to be incomplete, the applicant shall be notified, in writing, within forty-five (45) days of the submission of an application with information as to what is lacking.

Editor's Note: See also § **30-45.4**, Completeness Checklists.

- d. **Subdivision and Site Plan Approval Required; Exemptions; Waivers.**
 - 1. Subdivision and Site Plan review and approval shall be required as described below:
 - (a) Site Plan Subdivision review shall be required for:
 - (i) Minor Development as defined in § **30-15**.
 - (ii) Major Development as defined in § **30-15**.
 - (b) The following development shall be exempt from Site Plan review:
 - (i) Single family or two family detached dwellings and structures and uses accessory thereto.
 - (ii) Repairs to the interior of a building which do not result in a change in the number of dwelling units on site.
 - (iii) The construction of any building or other structure of less than five hundred (500) square feet which does not create or exacerbate a nonconformity.
 - (iv) Construction or alterations of parking areas containing less than five (5) parking spaces which must be approved by the City Planner and City Engineer pursuant to § **30-59.2**
 - (v) Improvements to existing parking areas where the area of existing paving and location and size of existing driveways are not affected.

- (vi) Changes of use where no additional nonconformities are created and/or existing nonconformities are exacerbated.
- e. Waiver of submission requirements. An applicant may request that one or more of the submission requirements which would otherwise be required for the application to be considered complete be waived. Such a request shall be granted or denied within forty-five (45) days by the Development Review Committee, or in its absence, the Board of Jurisdiction. Nothing herein shall be construed as diminishing an applicant's obligation to prove during the application process that he or she is entitled to approval of the application.

§ 30-45.2. Zoning Permits.

[2000 Code § 30-45.2]

- a. No construction, enlargement, alteration or demolition requiring a permit under the Uniform Construction Code (N.J.A.C. 5:23 et seq.) shall take place; nor shall any permanent structure, inclusive of fencing or signage, be erected; or a public sidewalk or curb constructed or reconstructed; except by issuance of a Zoning Permit by the Zoning Enforcement Officer and payment of a permit fee of ~~ten (\$10.00)~~ forty (\$40.00) dollars. No such construction, enlargement, alteration, demolition or erection based on the issuance of a construction permit shall be deemed to be in compliance with this chapter unless a Zoning Permit authorizing such work has also been issued by the Zoning Officer.
- b. Any Zoning Permit issued by the Zoning Officer for any proposed construction, enlargement, alteration, demolition or erection shall only become valid upon the issuance of the required construction permit by the Building Subcode Official. Any such work that is undertaken based solely upon a Zoning Permit and without the required construction permit shall be considered a violation of this section and will result in the automatic issuance of a summons without further notice of violation beyond the information on the Zoning Permit Application.
- c. A Zoning Permit shall expire after a period of three (3) months unless a construction permit authorizing the same work has also been issued within the same three (3) month period.

§ 30-45.3. Certificate of Resolution Compliance.

[2000 Code § 30-45.3; amended 12-27-2018 by Ord. No. 2018-39]

- a. When application is made for resolution compliance that requires the issuance of permits under the Uniform Construction Code (N.J.A.C. 5:23 et seq.) for the construction of a new building or an addition to the ground level footprint of an existing building, an application for resolution compliance shall also be made upon payment of a fee of ~~\$20~~ forty (\$40.00) dollars, which shall cover the cost of a final inspection by the Zoning Officer. The Zoning Officer shall inspect for the satisfactory completion of landscaping,

driveway pavement, sidewalk and curb repair/replacement and street tree plantings, as well as for compliance with the resolution of the Planning or Zoning Board. A copy of the approved compliance shall be transmitted to the Construction Official by the Director of Planning and Redevelopment or their designee.

- b. No land or new construction shall be occupied or used in whole or in part for any purpose whatsoever until a resolution compliance and/or zoning permit shall have been issued by the Zoning Enforcement Officer stating that the use of the land or building complies with the provisions of this chapter.
- c. No certificate of resolution compliance for any land or structure shall be granted until all required improvements or conditions of approval have been met, installed or completed. A temporary certificate of resolution compliance may be issued but only for a specific period, upon such conditions as the Development Coordinator may impose, such as bonding, to ensure the completion or installation of any such improvements unfinished because of weather or unforeseen delay. The installation of any required public or private improvements may also be delayed if the Board Engineer warrants in writing to the Development Coordinator that the delay is in the best interest of the City.

§ 30-61 SIGNS

§ 30-61.6 Permits.

[Added 6-9-2021 by Ord. No. 2021-20]

d. Fees.

1. Sign permit fees. Every person making an initial application for a sign permit shall pay a sign permit fee to the City at the time of the application. This sign permit fee shall be ~~\$25.00~~ forty dollars-\$40.00.
2. Building permit fees distinguished. The sign permit fee, if any, shall be separate and apart from any required fee for a building permit for the erection of a sign covered by the New Jersey Uniform Construction Code.

BE IT FURTHER ORDAINED, that all other provisions of Chapter 30 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, 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.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the

portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

I, LISA ESPOSITO, 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. 2024-21 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-22**

**ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE CBD
REDEVELOPMENT PLAN FOR 614 COOKMAN AVENUE**

WHEREAS, on June 26, 2003 the Mayor and City Council adopted Ordinance No. 2646 entitled “AN ORDINANCE ESTABLISHING A CENTRAL BUSINESS DISTRICT REDEVELOPMENT PLAN FOR THE CITY OF ASBURY PARK”; and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A 40A:12A-1 et. seq.*, the “Act”) the Ordinance adopted a plan (the “CBD Redevelopment Plan” or the “Plan”) for the redevelopment of an area (the “Central Business District Redevelopment Area” or the “Area”); and

WHEREAS, the CBD Redevelopment Plan has led to an increase in public and private investment within the Area since its adoption; and

WHEREAS, occupancy of a portion of the building at 614 Cookman Avenue with a recording studio was requested for the City’s consideration;

WHEREAS, a recording studio is not a permitted use at 614 Cookman Avenue;

WHEREAS, in evaluating this request, the Mayor and Council considered the permitted uses in the existing Plan and the effect, if any, this amendment would have on the surrounding area; and

WHEREAS, on February 28, 2024 a publicly noticed public input session occurred during a Council meeting where the potential occupant of the recording studio presented the proposal and the Council and public were given an opportunity to offer comments and ask questions;

WHEREAS, the Council finds that amendment to the Central Business District Redevelopment Plan, Cookman Ave. Retail and CBD Mixed-use Core, is appropriate in order to permit a sound recording studio within the building located at 614 Cookman Avenue;

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

SECTION 1. (additions are shown as **thus**; deletions are shown as **~~thus~~**)

Page 11A. and 12A of the Redevelopment Plan, Cookman Ave. Retail Core & CBD Mixed Use, the following language shall be added:

Permitted Principal Uses

- 614 Cookman Avenue (Block 2404 & Lot 6) - recording studio for sound, music and video production, mastering and rehearsal space, and supporting uses, as well as permitted uses for ground and upper floors listed herein. Ground floor street frontage along Cookman Avenue shall

be occupied with ground floor permitted uses identified herein, for a depth of not less than 25 feet. The recording studio shall not include live performances for an audience. Recording studios may operate between the hours of 9:00am and 10:00pm.

SECTION 2. (additions are shown as **thus**; deletions are shown as **~~thus~~**)

Page 12B. of the Redevelopment Plan, the following language shall be added:

Additional standards for a recording studio located at 614 Cookman Avenue:

- A redevelopment agreement shall be executed for any recording studio at 614 Cookman Avenue prior to issuance of construction permits for occupancy of the recording studio.
- Sound Mitigation. The sound mitigation standards, on page 12B of the CBD Redevelopment Plan, shall apply. This shall include but is not limited to Review Required, Submission Requirements, and Performance Standards.
- The exemptions to the sound mitigation standards, on page 12B of the CBD Redevelopment Plan, shall not apply.
- In order to address sound mitigation, all recording and performing spaces shall be enclosed by partition walls with a Sound Transmission Class (STC) rating of not less than 55.

I, LISA ESPOSITO, 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. 2024-22 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-23**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING SECTION 30-24, ENTITLED “FEES,” OF CHAPTER 30, “LAND
DEVELOPMENT REGULATIONS,” OF “THE CODE OF THE CITY OF ASBURY
PARK.”**

WHEREAS, the City of Asbury Park (the “City”) previously established Section 30-24, entitled “Fees,” of Chapter 30, “Land Development Regulations,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council wish to revise Section 30-24 of the City Code in accordance with the provisions set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Section 30-24, entitled “Fees,” of Chapter 30, “Land Development Regulations,” of “The Code of the City of Asbury Park” is hereby amended and supplemented as follows (additions are shown with underline; deletions are shown with ~~strikeout~~):

§ 30-24. FEES.

§ 30-24.1. Fees for Applications or Services.

[2000 Code § 30-24.1]

Fees for applications or for the rendering of any services by the Planning Board, Zoning Board and Technical Review Committee, or any member of their administrative staff shall be stated in this section.

§ 30-24.2. Fee Schedule.

[2000 Code § 30-24.2; Ord. No. 2015-52, Ex. A]

Application Type	Application Fee	Escrow Fee
Appeals and Interpretation	\$1,000.	\$5,000.
Conceptual/ Informal Reviews	\$150. for all Applicants	\$500. for all Applicants
Variances (Bulk)		
A) Single and Two Family Uses	\$500. per each Variance requested	\$1,000. per each Variance requested
B) Multifamily	\$1,000. per each Variance requested	\$1,500. per each Variance requested
C) Nonresidential	\$1,000. per each Variance	\$1,500. per each Variance requested

	requested	
Variances (Use)		
A) Single and Two Family Uses	\$1,000. per each Variance requested	\$1,500. per each Variance requested
B) Multifamily	\$2,000. per each Variance requested	\$2,000. per each Variance requested
C) Nonresidential	\$2,000. per each Variance requested	\$3,000. per each Variance requested
Conditional Use Permit	\$1,000. per each Variance requested	\$3,000. per each Variance requested
Subdivision		
A) Minor/Sketch Plat	\$1,000. plus \$100. per lot	\$3,000. per each Variance requested
B) Major Subdivision		
Preliminary Review	\$2,000. plus \$100. per lot	\$3,000.
Final Review	\$1,000. plus \$50. per lot	\$2,000.
Site Plan Review		
A) Minor Development		
Residential	\$500.	\$3,000.
Nonresidential	\$500.	\$3,000.
B) Major Development		
(1) Residential Preliminary Review	\$1,000. plus \$100. per unit	\$3,000.
Final Review	\$500. plus \$50. per unit	\$2,000.
(2) Nonresidential Preliminary Review	\$2,000.	\$3,000.
Final Review	\$1,000.	\$2,000.
C) Conceptual Site Plan Review	\$1,000.	\$5,000.
Special Meeting Fee	\$3,000.	\$500.
Plan Amendment	\$500.	\$5,000.

§ 30-24.3. Fees; Payment Due.

[2000 Code § 30-24.3; Ord. No. 2015-52, Ex. A]

Fees shall be paid at the time the application is filed and no application shall be deemed complete until the administrative officer certifies in writing that all required fees have been paid. In the event the application is for more than one (1) category of relief or action, the application and escrow fees shall consist of the sum of the fees for each category.

§ 30-24.4. Miscellaneous Charges.

[2000 Code § 30-24.4; Ord. No. 2647; Ord. No. 2654; Ord. No. 2015-52, Ex. A]

Any miscellaneous charges or expenses incurred by the Planning Board or Zoning Board of Adjustment or Technical Review Committee and not covered by application or professional escrow fees shall be paid by the applicant.

§ 30-24.5. Escrow Deposits: When Required.

[2000 Code § 30-24.5; Ord. No. 2589; Ord. No. 2015-52, Ex. A]

Escrow fees shall be deposited at the time an application is filed for one (1) or more categories listed in this section. The maximum initial deposit shall consist of an amount not exceeding five thousand (\$5,000.00) dollars, except for applications in a redevelopment zone within the City of Asbury Park (redevelopment application). The initial escrow amount for such a redevelopment application shall be governed by the redevelopment agreement in place. Absent such an agreement, this section shall continue to govern. Applicants shall supplement the escrow deposit, as required, to cover the costs of professional services provided in the review of an application.

§ 30-24.6. Professional Services Covered by Escrow Deposits.

[2000 Code § 30-24.6; Ord. No. 2647; Ord. No. 2654; Ord. No. 2015-52, Ex. A]

Professional services contemplated hereunder shall include, but not be limited to the following:

- a. Director of Planning and Redevelopment.
- b. Zoning Officer.
- c. Assistant City Planner.
- d. City Engineer.
- e. City Attorney.
- f. Construction Official.
- g. Attorneys engaged by the Planning and Zoning Boards and Technical Review Committee.
- h. Professional planners, consultants, and advisors to the Planning Board, Zoning Board of Adjustment or Technical Review Committee.
- i. Any other professional or consultant hired or engaged by the Planning Board, Zoning Board of Adjustment or Technical Review Committee to aid and assist them in reviewing, evaluating and acting upon development applications, including the hiring of experts for reports and testimony, if deemed appropriate and necessary.
- j. Professional Court Reporter/Stenographer.

§ 30-24.7. Disbursement of Escrow Funds.

[2000 Code § 30-24.7; Ord. No. 2015-52, Ex. A]

- a. After final disposition of an application by a Board or the Technical Review Committee and pursuant to follow-up inspections for construction of required improvements, the professionals involved shall submit to the administrative officer a detailed statement of services rendered and the charge thereof. The administrative officer shall review and verify each statement and send a copy of the requisition for the approved amount to the

applicant by certified mail for review. The applicant shall file any objection to the charges, and request a hearing in writing before the Board with which the application was originally filed, within ten (10) days of receipt of the copy of the requisition. If no written objection is received within ten (10) days, the requisition shall be transmitted to the Finance Department for payment out of the escrow account.

- b. All deposits of escrow funds shall be governed in accordance with N.J.S.A. 40:55D-53.1.
- c. Any funds not needed for the above purposes shall be returned to the applicant after final disposition of the approving authority.
- d. In the event that the funds deposited by the applicant are found to be insufficient to cover the approved professional costs and expenses, the applicant, upon notice, shall be required to deposit additional funds in the escrow account so that all such expenses are paid.

§ 30-24.8. Unpaid Escrow and Professional Fees; Fee to Become Lien.

- a. If any applicant before the Planning Board or the Zoning Board becomes ninety (90) days deficient in paying any required escrow or supplemental escrow for the payment of the City's professional fees, the Board Secretary shall provide a certification to the City Clerk setting forth:
 - 1. The date of the notice to the applicant;
 - 2. The amount requested/required;
 - 3. The amount that remains unpaid; and
 - 4. That ninety (90) days have elapsed since the date of request for such payment.
- b. Upon receipt of the certification of the Board Secretary as set forth in § 30-24.8a, the City Clerk shall advise the governing body by providing it with a copy of the Board Secretary's certification.
- c. If the governing body chooses to impose a lien on the subject property to the extent of the unpaid escrow, it shall advise the property owner, in writing, at least ten (10) days before the Council Meeting at which such action will be taken.
- d. If the escrow remains unpaid by the expiration of the ten (10) days as set forth in the preceding section, the governing body may adopt a resolution to assess the property owner the amount of the unpaid escrow, such amount to be added to the property owner's tax bill and it shall be a lien against the taxpayer's subject property.
- e. This procedure is not intended to relieve the applicant or property owner from paying the required escrow bills. Rather, this section is designed to provide an additional mechanism to collect unpaid escrow bills.

- f. If any application to either the Planning Board or the Zoning Board is made by other than the owner of the property, in addition to the owner of the property providing its consent for the applicant to proceed, the owner shall also provide a written statement to the Board, indicating its awareness that, if any escrow bills are not paid, the City may impose a lien for the same and add the unpaid escrow bill(s) to the real estate taxes of that property.

§ 30-24.89. Exemptions.

[2000 Code § 30-24.8; Ord. No. 2647; Ord. No. 2015-52, Ex. A]

The provisions of this chapter shall not apply to development applications involving the construction, alteration or expansion of single and two-family dwellings when such development does not require relief from the Zoning Board of Adjustment, the Technical Review Committee or when such development is not part of a planned development.

BE IT FURTHER ORDAINED, that all other provisions of Chapter 30 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, 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.

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

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

I, LISA ESPOSITO, 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. 2024-23 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-332

2024 Municipal Budget Adoption Resolution

**RESOLUTION NO. 2024-332**

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

RESOLUTION TO ADOPT THE 2024 MUNICIPAL BUDGET

Adoption of the 2024 Municipal Budget

I, LISA ESPOSITO, 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. 2024-332 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.

LISA ESPOSITO
CITY CLERK

SECTION 2 - UPON ADOPTION FOR YEAR 2024

Be it Resolved by the COUNCIL MEMBERS of the CITY
of ASBURY PARK, County of MONMOUTH that the budget hereinbefore set forth is hereby
adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$ 16,679,471.71 (Item 2 below) for municipal purposes, and
- (b) \$ - (Item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and,
- (c) \$ - (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in
Type II School Districts only (N.J.S.A. 18A:9-3) and certification to the County Board of Taxation of
the following summary of general revenues and appropriations.
- (d) \$ - (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy
- (e) \$ - (Sheet 44) Arts and Culture Trust Fund Levy
- (f) \$ 933,380.00 (Item 5 Below) Minimum Library Tax

RECORDED VOTE
(Insert last name)

Ayes

Nays

Abstained

Absent

SUMMARY OF REVENUES			
1. General Revenues			
Surplus Anticipated	08-100	\$	7,000,000.00
Miscellaneous Revenues Anticipated	13-099	\$	54,378,747.10
Receipts from Delinquent Taxes	15-499	\$	13,000.00
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSED (Item 6(a), Sheet 11)	07-190	\$	16,679,471.71
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:			
Item 6, Sheet 42	07-195	\$	-
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191	\$	-
TOTAL AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY		\$	-
4. To Be Added TO THE CERTIFICATE FOR THE AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:			
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191		
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY TAX	07-192	\$	933,380.00
Total Revenues	13-299	\$	79,004,598.81

SUMMARY OF APPROPRIATIONS

5. GENERAL APPROPRIATIONS:	XXXXXX	XXXXXXXXXXXXXX
Within "CAPS"	XXXXXX	XXXXXXXXXXXXXX
(a & b) Operations Including Contingent	34-201	\$ 42,740,597.00
(e) Deferred Charges and Statutory Expenditures - Municipal	34-209	\$ 7,824,770.00
(g) Cash Deficit	46-885	\$ -
Excluded from "CAPS"	XXXXXX	XXXXXXXXXXXXXX
(a) Operations - Total Operations Excluded from "CAPS"	34-305	\$ 23,520,659.91
(c) Capital Improvements	44-999	\$ 319,715.00
(d) Municipal Debt Service	45-999	\$ 3,411,009.00
(e) Deferred Charges - Municipal	46-999	\$ 835,000.00
(f) Judgments	37-480	\$ -
(n) Transferred to Board of Education for Use of Local Schools (N.J.S.A. 40:48-17.1 & 17.3)	29-405	\$ -
(g) Cash Deficit	46-885	\$ -
(k) For Local District School Purposes	29-410	\$ -
(m) Reserve for Uncollected Taxes	50-899	\$ 352,847.90
6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICT ONLY (N.J.S.A. 40A:4-13)	07-195	
Total Appropriations	34-499	\$ 79,004,598.81

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the _____ day of _____, 2024. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2024 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this _____ day of _____, 2024, _____, Clerk

Signature



Minutes
Meeting of the Municipal Council
Wednesday, June 26, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-312 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Lillian Nazzaro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	
Lisa Esposito	City Clerk	Present	

City Clerk Lisa Esposito 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.

ITEMS TO BE PRESENTED:

1. Presentation- Asbury Park Affordable Housing Coalition
Tracy Rogers of the Asbury Park Housing Coalition , and Derek Bloom of Monmouth Housing Coalition presented an affordable housing review with Mayor and Council.

Matters from City Council

Council member Ahbez-Anderson stated, good evening, also the Women's Mentoring Program has been on hiatus. A lot of things have been going on so we will reconvene in September and I will make the announcement in August, at the August board meeting.

Council member Chapman stated, I just wanted to let everyone know that Music Mondays in Springwood Park begins on July 1st and will run every Monday through this summer. It's free, come on out and hear some great music.

Council member Clayton had no matters at this time.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Lillian Nazzaro 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 Chapman and seconded by Council member Ahbez-Anderson to open the meeting to the public. All were in favor. The following members of the public spoke: Kerry Butch made a comment about affordable housing; Polli Schildge, Matthew Sigman, Laurie, Eric Galipo, Michael Sodano, Kathleen, and Jason Ursino made comments about 1201 Memorial Drive Redevelopment Plan; Kathleen Mumma made a comment about walking, biking, and traffic; Nancy Sabino made a comment about speed cameras; Michael Kirshner made a comment about traffic issues; and Rita Marano made a comment about the TRC meeting and housing.

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

MINUTES

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

1. Municipal Council- Executive Meeting June 12, 2024 4:00 PM
2. Municipal Council - Regular Meeting - Jun 12, 2024 6:00 PM

CONSENT AGENDA RESOLUTIONS

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

- 2024-313 Resolution Approving Special Event Applications
- 2024-314 Resolution to Refund Overpaid Municipal Charges for Various Properties
- 2024-315 Resolution To Adjust Sewer Charges On Various Accounts
- 2024-316 Resolution Authorizing the Disposition of Surplus Property
- 2024-317 Resolution Approving 2024-2025 Alcoholic Beverage Control License for 1211 Main Street, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2024-343 Resolution Approving 2024-2025 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
- 2024-344 Resolution Approving 2024-2025 Alcoholic Beverage Control License for Georg EE, Inc.-d/b/a/ Georgies in the City of Asbury Park, County of Monmouth, New Jersey
- 2024-345 Resolution Approving 2024-2025 Alcoholic Beverage Control License for AP Restaurant V LLC d/b/a Swim Crush, in the City of Asbury Park, County of Monmouth, New Jersey

INDIVIDUAL RESOLUTIONS

- 2024-318 Resolution Approving Payment of Bills

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

- 2024-319 Resolution Authorizing Payment for Emergency Sewer Repairs Needed at 1124 First Avenue

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-320 Resolution Authorizing the Purchase of a Commercial Lawn Mower for the Department of Public Works

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

2024-321 Resolution Approving Change Order #1 the Transportation Center Renovations project

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

2024-322 Resolution Authorizing and Awarding to LEW Environmental Services for Lead-Based Paint Inspection and Testing Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-323 Resolution Authorizing The City Of Asbury Park To Execute A License Agreement To Permit A Limited Encroachment Into The Right-Of-Way Area Adjacent To The Property Located At 608 Fourth Avenue (Block 2806, Lot 5), Relating To A Techo-Bloc Retaining Wall Situated Along The Eastern Side Yard Of The Property In Asbury Park, New Jersey

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-324 Resolution Authorizing The Execution Of An Employer Participation Agreement Between The City Of Asbury Park And Hospital Central Services, Inc. ("HCSC")

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-325 Resolution Authorizing The City Of Asbury Park To Participate In Intra-County Mutual Aid And Assistance Agreements With Participating Units In The County Of Monmouth

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-326 Resolution Authorizing a Service Agreement for Fleet Management Technologies

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

2024-327 Resolution Authorizing Execution of a Shared Services Agreement with Passaic Valley Sewerage Commission for Sludge Disposal

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-328 Resolution Authorizing Funding to Community Affairs Resource Center for the Administering of Rental & Utility Assistance with Community Development Block Grant (CDBG) Funding

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-329 Resolution Awarding of a Contract to Millenium Communications Group for Security Cameras in Various Locations within Asbury Park with Community Development Block Grant (CDBG) Funding

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

2024-330 Resolution Authorizing Funding to Coastal Habitat for Humanity for the Administering of Home Repair and Renovation Program with Community Development Block Grant (CDBG) Funding

RESULT:	ADOPTED [4 TO 0]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSTAIN:	Angela Ahbez-Anderson

2024-290 Resolution Approving Asbury Park Social Services Listing on the NJ Resource Pilot Program

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-331 Resolution of The Mayor And City Council Of Asbury Park Authorizing The City Of Asbury Park To Enter Into A Subsequent Developer Agreement With Asbury Partners, LLC And APW Redeveloper, LLC Regarding Residential Development On Block 4306,

Lots 1 Through 8 (200- 210 Eighth Avenue, 201-209 Seventh Avenue and 1604 Webb Avenue) And Referring The Matter To The Planning Board For Appropriate Approvals

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

2024-333 Resolution Accepting Donation of A Ford F-350 Rescue Vehicle For Fire Department Use From The Borough Of West Long Branch

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

2024-334 Resolution Authorizing The City Of Asbury Park To Execute A License Agreement To Permit The City To Store A Fire Truck In The Parking Lot Of 1012 Third Avenue, In The City Of Asbury Park, New Jersey

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-335 Resolution Authorizing a Professional Services Contract with Arcari + Iovino for Professional Architectural Services of the Boardwalk Restrooms

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-336 Resolution Approving 2024-2025 Alcoholic Beverage Control License for Ohana Kitschen Company-d/b/a/ The Break, Low Dive, Aloha Market in the City of Asbury Park, County of Monmouth, New Jersey

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-337 Resolution Approving 2024-2025 Alcoholic Beverage Control License for House of Independents, LLC in the City of Asbury Park, County of Monmouth, New Jersey

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

2024-338 Resolution Approving 2024-2025 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

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

2024-339 Resolution Approving a Liquor License with Special Conditions for Johnny Mac House of Spirits, LLC d/b/a Johnny Mac's for the 2024-2025 Licensing Year

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

2024-340 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 2023-2024 Licensing Year

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

2024-341 Resolution Approving A Liquor License Renewal With Special Conditions For Steinbach Liquor License, LLC Trading As- Asbury Ale House/ Lola's Cafe/ Mainstay For The 2024-2025 Licensing Term

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

2024-342 Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC d/b/a Porta for the 2024-2025 Licensing Year

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

2024-346 Resolution Of The City Of Asbury Park Referring The Proposed "Amended Redevelopment Plan For 1201 Memorial Drive" Dated June 26, 2024, In Accordance With The Local Redevelopment And Housing Law, N.J.S.A. 40A:12A

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

2024-347 Resolution Expressing Affordable Housing Need Regarding 1012 Asbury Avenue Apartments Project

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

ORDINANCES

Introduction

2024-24 Ordinance Amending The Main Street Redevelopment Plan

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 7/17/2024 6:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading/Public Hearing

2024-11 Ordinance of the City of Asbury Park Approving and Adopting a Redevelopment Plan for Property Located at 1201 Memorial Drive (Block 203, Lot 5)

A motion to open 2024-11 to the public was made by Council and seconded by Council member Chapman. All were favor. No members of the public spoke: Brady Roaff, Polli Schildge, Eric Galipo, Nancy Sabino, and Michael Sodano.

A motion to close 2024-11 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

RESULT:	ADOPTED [3 TO 2]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn
NAYS:	Angela Ahbez-Anderson, John Moor

2024-21 Ordinance of The City of Asbury Park Amending and Supplementing Section 30-45, Entitled "Submission of Applications For Development," of Article IV, "Application For Development," and Section 30-60 Entitled "Signs" of Article V "Development Standards" of Chapter 30, "Land Development Regulations," of "The Code of The City Of Asbury Park."

A motion to open 2024-21 to the public was made by Deputy Mayor Quinn and seconded by Council member Clayton. All were favor. No members of the public spoke.

A motion to close 2024-21 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-22 Ordinance Approving and Adopting an Amendment to the CBD Redevelopment Plan for 614 Cookman Avenue

A motion to open 2024-22 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2024-22 to the public was made by Deputy Mayor Quinn and seconded by Council member Ahbez-Anderson. All were in favor.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Angela Ahbez-Anderson, Amy Quinn
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
NAYS:	Eileen Chapman

2024-23 Ordinance of The City Of Asbury Park Amending And Supplementing Section 30-24, Entitled “Fees,” of Chapter 30, “Land Development Regulations,” Of “The Code Of The City Of Asbury Park.”

A motion to open 2024-23 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2024-23 to the public was made by Deputy Mayor Quinn and seconded by Council member Ahbez-Anderson. All were in favor.

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

2024 Municipal Budget Public Hearing

2024-332 Resolution to Adopt the 2024 Municipal Budget

A motion to open the 2024 Municipal Budget Hearing to the public was made by Council member Ahbez-Anderson and seconded by Council member Chapman. All were favor. The following members of the public spoke: Rita Marano and Kerry Butch. A motion to close the 2024 Municipal Budget Hearing to the public was made by Council member Ahbez-Anderson and seconded by Council member Chapman. All were in favor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 8:26 PM

A motion to close the meeting was made by Council member Clayton and seconded Council member Chapman. Meeting adjourned at 8:26 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk