



Agenda
Meeting of the Municipal Council
Wednesday, June 28, 2023
REGULAR MEETING 6:00 PM

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

2023-320 Resolution Authorizing a meeting which excludes the public

A. Public Safety

1. Police Monthly Report May 2023

B. Contract Negotiations

1. Professional Recruitment Services
2. 1012 Asbury Avenue

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 3, 2023, 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:

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 14, 2023 4:00 PM
- Municipal Council - Regular Meeting - Jun 14, 2023 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.

2023-321 Resolution Approving Special Event Applications

2023-322 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opioid Settlement Proceeds

2023-323 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Additional Senior Center Grant ARP Funding

2023-324 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Clean Communities Grant

2023-325 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Sustainable Jersey Grant

2023-326 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - North to Shore Music Festival

2023-327 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Current Fund Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - American Rescue Plan

- 2023-328 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Current Fund Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - American Rescue Plan
- 2023-329 Resolution to Refund Overpaid Property Taxes 3705/7.302 C0030 304 Deal Lake Dr, Unit 30
- 2023-330 Resolution To Cancel And Refund Sewer Connection Fees For Block 4201 Lot 4
- 2023-331 Resolution to Adjust Sewer Charges on Various Accounts
- 2023-332 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Georg EE, Inc.-d/b/a/ Georgies in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-333 Resolution Approving 2032-2024 Alcoholic Beverage Control License for Espinosa Inc. in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-334 Resolution Approving 2023-2024 Liquor License Renewal for 1303-33-013-002 Asbury Landmark Liquor LLC (Pocket)
- 2023-335 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Citisupermarket Corp LLC d/b/a/ CitiSuperMarket in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-336 Resolution Approving 2023-2024 Alcoholic Beverage Control License for GTJM, Inc. in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-337 Resolution Approving 2023-2024 Alcoholic Beverage Control License For Asbury Pub , LLC-D/B/A Homesick In The City Of Asbury Park, County Of Monmouth, New Jersey
- 2023-338 A Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC d/b/a Porta for the 2032-2024 Licensing Year

D. Individual Resolutions

- 2023-339 Resolution Approving Payment of Bills
- 2023-340 Resolution Authorizing the Purchase of Case Management for Social Services
- 2023-341 Resolution Authorizing the Purchase Two New Yamaha Viking ATV's for the Beach Department
- 2023-342 Resolution Authorizing the Repairs to the 2018 Ford Explorer Police Interceptor Vehicle #10
- 2023-343 Resolution Authorizing the Replacement of Two Chilled Water Pumps at the Municipal Building
- 2023-344 Resolution Authorizing the Annual Renewal of Vector Scheduling Software for the Fire Department.

- 2023-345 Resolution Authorizing a Renewal Agreement with Passport Labs, Inc. for a Mobile Parking Application
- 2023-346 Resolution Entering Into a Memorandum of Agreement with the County of Monmouth For the Provisions of Public Local Health Services
- 2023-347 Resolution Awarding a Contract for Professional Environmental Services for EPA Cleanup Grant
- 2023-348 Resolution Authorizing a Professional Services Contract to The Rodger's Group (Lexipol) for Police Training
- 2023-349 Resolution Authoring a Professional Services Contract for Sewer Connection Fee Study
- 2023-350 Resolution Authorizing Deposit of Funds for Rideshare Program with EZ Ride
- 2023-351 Resolution Approving Change Order 4 for Memorial Drive Improvements Project
- 2023-352 Resolution to Amend Resolution #2023-310 Awarding Contract for Professional Service of Analysis of Impediments to Fair Housing Choice
- 2023-353 Resolution Authorizing an Employment Agreement Between the City of Asbury Park and The Deputy Chief of The Asbury Park Police Department
- 2023-354 Resolution Authorizing the Submission of a Grant Application to The Monmouth County Open Space Grants Program for Improvements to Deal Lake Park
- 2023-355 Resolution to Authorizing the Submittal of a Grant Application for a 2023 New Jersey American Water Company Fire & EMS Grant
- 2023-356 Resolution To Restate And Add Roth Provision For An Existing Deferred Compensation Plan
- 2023-357 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into a Third Amendment of the Subsequent Developer Agreement with K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC and K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC to Extend the Outside Approvals Date in Connection with the Development of Property Located at Block 4003, Lots 1, 2, and 16 and Block 4003, Lots 12, 13, and 14
- 2023-358 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into a Recognition Agreement with AP Block 4001 Lender LLC as the Mezzanine Lender for AP Block 4001 Venture Urban Renewal, LLC in connection with the Development of Property Located at Block 4001, Lots 2.01, 2.02, and 2.03
- 2023-359 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into an Estoppel and Recognition Agreement with AP Block 4001 Lender LLC as the Mezzanine Lender for AP Block 4001 Venture Urban

Renewal, LLC in connection with the Development of Property Located at Block 4001, Lots 2.01, 2.02, and 2.03

- 2023-360 Resolution Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey Amending And Restating Resolution Number 2023-248 And Duly Adopted May 24, 2023 And Entitled, “Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$1,500,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By K. Hovnanian’s Baltic At Asbury Park Urban Renewal, LLC And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013” To Increase The Not To Exceed Authorization From \$1,500,000 To \$2,000,000 Of Additional Non-Recourse Redevelopment Area Bonds (Waterfront Redevelopment Area Infrastructure Project)
- 2023-361 Resolution Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey Amending And Restating Resolution Number 2023-249 And Duly Adopted May 24, 2023 And Entitled, “Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$2,000,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By K. Hovnanian’s Aegean At Asbury Park Urban Renewal, LLC And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013” To Increase The Not To Exceed Authorization From \$2,000,000 To \$3,500,000 Of Additional Non-Recourse Redevelopment Area Bonds (Waterfront Redevelopment Area Infrastructure Project)
- 2023-362 Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$2,000,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By K. Hovnanian’s Cove At Asbury Park Urban Renewal, LLC And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013
- 2023-363 Resolution of The Mayor And Council of The City of Asbury Park, Acting As The Redevelopment Entity, Authorizing A Temporary Cellular Installation On The Northwest Portion of Block 4306, Lot 2 And The Northeast Corner Of Block 4105, Lot 4 Within The Waterfront Redevelopment Area

- 2023-364 Resolution Establishing Certain Rules, Regulations And Policies With Regard To The Leasing Of Seasonal Beach Lockers By The Public
- 2023-365 Resolution to Approve a Place to Place Transfer of AP Restaurant V LLC Plenary Retail Distribution License Number 1303-33-044-016 (Pocket License) to a Location of 800 Ocean Avenue (First Pavilion) Space Number 111 to 115, Asbury Park, New Jersey
- 2023-366 Resolution Authorizing Proration Of Residential Permit Parking Fee For Those Residents Affected By Ordinance No. 2023-12

E. Ordinances

1. Introduction

- 2023-25 BOND ORDINANCE AMENDING AND SUPPLEMENTING BOND ORDINANCE NUMBER 2022-08 (WHICH PROVIDES FOR TRANSPORTATION UTILITY IMPROVEMENTS) HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON JUNE 8, 2022, TO INCREASE THE APPROPRIATION BY \$600,000 AND TO INCREASE THE AUTHORIZATION OF BONDS OR NOTES BY \$600,000
- 2023-26 Ordinance of The City of Asbury Park Authorizing The Execution of A Financial Agreement With Toll Asbury Park Urban Renewal, LLC And Granting A Tax Exemption for property known as Block 3101, Lot 1 (407 Lake Avenue)
- 2023-27 Ordinance of The City Of Asbury Park, In The County Of Monmouth, State of New Jersey, Providing For The Special Assessment of The Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility And Other Infrastructure Improvements On Block 3103, Lot 1 Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof
- 2023-28 Ordinance Amending And Supplementing Chapter 17, Entitled "Communication Facilities Right-Of-Way Permits," Of "The Code Of The City Of Asbury Park"

2. Second Reading/ Public Hearing

- 2023-24 BOND ORDINANCE AMENDING AND SUPPLEMENTING BOND ORDINANCE NUMBER 2021-36 (WHICH PROVIDES FOR VARIOUS 2021 CAPITAL IMPROVEMENTS) HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON JANUARY 26, 2022, AS AMENDED AND SUPPLEMENTED, TO INCREASE THE APPROPRIATION BY \$165,000

F. Adjournment

**RESOLUTION NO. 2023-320****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 28, 2023 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 2023

B. Contract Negotiations:

1. Professional Recruitment Services
2. 1012 Asbury Avenue

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 14, 2023
REGULAR MEETING

Executive Session - 4:00 p.m.

2023-259 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	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	
Lisa Esposito	City Clerk	Present	
Anthony Cucci	Deputy City Clerk	Absent	

City Clerk Lisa Esposito called the meeting to order at 6:08 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

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

Minutes Acceptance: Minutes of Jun 14, 2023 6:00 PM (Minutes)

ITEMS TO BE PRESENTED:

1. Presentation by Asbury Park Apartments and Resorts, LLC for redevelopment of 201 Sixth Avenue (Block 4201, Lots 2, 6, and 7)
Kevin Kennedy, Attorney of Asbury Park Apartments and Resorts, LLC presented a proposed multi-family residential building project for property located at 201 Sixth Avenue.

Matters from City Council

Council member Ahbez-Anderson had no matters at this time

Council member Chapman stated, I just want to let you know that the Music Monday concerts in Springwood Park begin on June 26th. The first concert is Ray Goodman, and Brown along with the Sons of Asbury Park, Nicky Addeo and Leon Trent. I also want you to know that the concert band which plays on Thursday nights and used to play on the boardwalk and then in Bradley Park will now be at the Arthur Pryor Bandshell above Robinsons Ale House for the summer and they haven't played up there. They did a couple days last year, but this will be the first time they will be there for the entire summer. It is a very long time so we're very excited, thank you.

Council Member Clayton stated, I just want to let everybody know that this weekend is Juneteenth. So there is a legal holiday on Monday and on the 17th we will be celebrating Juneteenth in Springwood Park with a number of activities. Also this week we're celebrating North2Shore with a number of events happening in Asbury Park of arts and music, so if you go to northtoshore.com. It'll give you a complete list of all the activities that are happening in the City this week, thank you.

Deputy Mayor Quinn stated, I am going to piggy back on Eileen, Asbury has free music four nights a week in Asbury Park starting at the end of June. Monday night is Music Monday, one of my favorite events, Tuesdays at the Turf Club, Wednesday is Asbury Live which is free music by the stage they built next to Watermark and MOGO, and then Thursday is the concert series. So, four nights a week in Asbury Park throughout the summer you are going to get professional free music.

Mayor Moor stated, on Friday, June 2nd, I attended the annual valor awards for the Two Hundred Club. Two of Asbury Park's Police Officers received recognition. There is certificate recognition and the accommodation on merit and the most important one, the most prestigious one is valor. Both Officer Michael Hand and Officer Vincent Gargiulo from Asbury Park received the valor award for action they took last year in apprehending an armed suspect, disarming him and brining the fiasco to a halt with nobody getting hurt. They were honored and it was a pleasure to be there and see our Police Department be honored. That is all, thank you.

Matters from City Manager

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

Matters from City Attorney

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

Minutes Acceptance: Minutes of Jun 14, 2023 6:00 PM (Minutes)

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: Pat McGheehan made a comment about the Asbury Park and Resorts, LLC presentation; Rita Marano made a comment about hedges on public property, Polli Schildge, Michael Krishner, Briana Long, and Bebe Jin all made comments regarding road closures and 6th Avenue railroad crossing; Sylvia Sylvia made a comment regarding North to Shore music event and 6th Avenue railroad crossing; and Ron Angeles made a comment regarding Superpedestrian scooters. 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, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

1. Municipal Council- Executive Meeting May 24, 2023 4:00 PM
2. Municipal Council - Regular Meeting - May 24, 2023 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2023-260 Resolution Approving Special Event Applications
- 2023-261 Resolution to Refund Overpaid Property Taxes 3706/4 504 Eighth Avenue
- 2023-262 Resolution Authorizing the Disposition of Surplus Property
- 2023-263 Resolution Approving 2023-2024 Alcoholic Beverage Control License for PF, LLC d/b/a/ Garcia Liquors/Tapatia in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-264 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Akshay Enterprises-d/b/a/ Main Liquors in the City of Asbury Park, County of Monmouth, New Jersey

- 2023-265 Resolution Approving 2023-2024 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
- 2023-266 Resolution Approving 2023-2024 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
- 2023-267 Resolution Approving 2023-2024 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
- 2023-268 Resolution Approving 2023-2024 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
- 2023-269 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Asbury Two Liquor License, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-270 Resolution Approving A Liquor License Renewal With Special Conditions For Steinbach Liquor License, LLC Trading As- Asbury Ale House/ Lola's Cafe/ The Bonney Read Relating To License Number 1303-33-017-012, For The 2023-2024 Licensing Term.
- 2023-271 Resolution Approving 2023-2024 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
- 2023-272 Resolution Approving 2023-2024 Alcoholic Beverage Control License for AP Restaurant II-d/b/a/ Watermark in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-273 Resolution Approving 2023-2024 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
- 2023-274 Resolution Approving 2023-2024 Alcoholic Beverage Control License for RBAR AP, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-275 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
- 2023-276 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 1411 Kingsley Street, LLC, the City of Asbury Park, County of Monmouth, New Jersey
- 2023-277 Resolution Approving 2023-2024 Alcoholic Beverage Control License for TBD, Inc.-d/b/a/ Taka Restaurant in the City of Asbury Park, County of Monmouth, New Jersey

- 2023-278 Resolution Approving 2023-2024 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
- 2023-279 Resolution Approving 2023-2024 Alcoholic Beverage Control License for AP Restaurant V LLC, in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-280 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 1101 Ocean Ave Venture, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-281 Resolution Approving 2023-2024 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
- 2023-282 Resolution Approving 2023-2024 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
- 2023-283 Resolution Approving a Liquor License with Special Conditions for Johnny Mac House of Spirits, LLC d/b/a Johnny Mac's for the 2023-2024 Licensing Year
- 2023-284 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Iconic Saint Laurent, AP Drink LLC d/b/a Tides in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-285 Resolution Approving 2023-2024 Alcoholic Beverage Control License for House of Independents, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-286 Resolution Approving 2023-2024 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
- 2023-287 Resolution Approving 2023-2024 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
- 2023-288 Resolution Approving 2023-2024 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
- 2023-289 Resolution Approving 2023-2024 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

Minutes Acceptance: Minutes of Jun 14, 2023 6:00 PM (Minutes)

- 2023-290 Resolution Approving 2023-2024 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
- 2023-291 Resolution Approving 2023-2024 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
- 2023-292 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 934 SHIV, LLC.-d/b/a/ Lush in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-293 Resolution Approving 2023-2024 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
- 2023-294 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 614 Liquor License, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-295 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 1211 Main Street, LLC in the City of Asbury Park, County of Monmouth, New Jersey

INDIVIDUAL RESOLUTIONS

- 2023-296 Resolution Approving Payment of Bills

RESULT:	ADOPTED [3 TO 1]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton
NAYS:	John Moor
AWAY:	Amy Quinn

- 2023-297 Resolution Authorizing the Purchase of an Evidential Breath Test System for the Police Department

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

- 2023-298 Resolution Authorizing the Purchase of Parts & Materials Needed for Repairs to the Elgin Street Sweeper

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

2023-299 Resolution Authorizing the Purchase of Replacement Valves 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

2023-300 Resolution Authorizing the Purchase and Installation of ADA Approved Railing at the Transportation Center

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

2023-301 Resolution Authorizing the Purchase of a Dumpster for the Wastewater Treatment Plant

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

2023-302 Resolution Authorizing the Purchase and Installation of Thickener Return Pipe at the Sewer Plant

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

2023-303 Resolution Authorizing the Repairs of Influent Pump #2 at the Sewer Plant

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

2023-304 Resolution Approving Change Order #1 for 2023 Pavement and Sidewalk Improvements Project

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

2023-305 Resolution Approving Change Order #1 for Memorial Drive Sanitary Sewer Improvements

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

2023-306 Resolution Approving Change Order 2 and 3 for Memorial Drive Improvements Project

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

2023-307 Resolution Approving Change Order #3 for Asbury & Ridge Avenue Traffic Signal Improvements

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

2023-308 Resolution Authorizing Hardware & Software Support Renewals for City-Wide Network Infrastructure

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

2023-309 Resolution Authorizing a Professional Services Contract to The Rodger's Group (Lexipol) for Police Training

RESULT:	DEFEATED [2 TO 3]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman
NAYS:	Yvonne Clayton, Amy Quinn, John Moor

2023-310 Resolution Awarding a Contract for Professional Service of Analysis of Impediments to Fair Housing Choice

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

2023-311 Resolution Authorizing the Award of a Contract for the Rideshare Program Concession

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

2023-312 Resolution Awarding Bid for Oxygen Generating System for the Fire Department

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

2023-313 Resolution Awarding a Bid for Kennedy Park Improvements

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

2023-314 Resolution Authorizing The City Of Asbury Park To Execute A Memorandum Of Understanding With Coastal Habitat For Humanity For The Purpose Of Utilizing The Vacant Lot Located At 1407 Mattison Avenue As A Community Garden

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

2023-315 Resolution Approving And/Or Ratifying The Execution Of A Hold Harmless And Indemnification Agreement With The Township Of Ocean Board Of Fire Commissioners, Fire District 2, Relating To The Temporary Use Of An Ambulance Owned By The City Of Asbury Park

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

2023-316 Resolution Extending The Time Period For The “CCRB Exploratory Committee” To Complete Its Work

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

2023-317 Resolution Appointing Members to the Rent Leveling Board

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

ORDINANCES

Introduction

2023-24 BOND ORDINANCE AMENDING AND SUPPLEMENTING BOND ORDINANCE NUMBER 2021-36 (WHICH PROVIDES FOR VARIOUS 2021 CAPITAL IMPROVEMENTS) HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL

OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON JANUARY 26, 2022, AS AMENDED AND SUPPLEMENTED, TO INCREASE THE APPROPRIATION BY \$165,000

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/28/2023 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading /Public Hearing

3. Ordinance Of The City Of Asbury Park Amending And Supplementing Section 4-10, Entitled “Permits For Special Events,” Of Chapter 4, “General Licensing,” Of “The Code Of The City Of Asbury Park”

A motion to open 2023-15 to the public was made by Council member Chapman and seconded by Council member Clayton. All were favor. The following members of the public spoke: Rita Marano. A motion to close 2023-15 to the public was made by Mayor Moor and seconded by Council member Clayton. All were in favor.

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

4. Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations to designate Sunset Drive One-Way

A motion to open 2023-21 to the public was made by Council member Chapman and seconded by Mayor Moor. All were favor. No members of the public spoke.

A motion to close 2023-21 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
NAYS:	Eileen Chapman

5. Ordinance Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Public Right-Of-Way Area Adjacent To The Property Located At 521 Lake Avenue (Block 3105, Lot 4.02), F/K/A 545 Lake Avenue (Block 3105, Lot 4).

A motion to open 2023-22 to the public was made by Council member Ahbez-Anderson and seconded by Deputy Mayor Quinn. All were favor. The following members of the public spoke: Rita

Marano. A motion to close 2023-22 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

Minutes Acceptance: Minutes of Jun 14, 2023 6:00 PM (Minutes)

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

6. Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 8, Entitled "Taxicabs, Liveries And Valet Parking."

A motion to open 2023-23 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: Rita Marano. A motion to close 2023-23 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

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

2023 MUNICIPAL BUDGET PUBLIC HEARING

A motion to open the 2023 Municipal Budget Public Hearing 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. A motion to close the 2023 Municipal Budget Public Hearing was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were in favor.

1. Resolution to Amend the 2023 Calendar Year Budget

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

2. Resolution to Adopt the 2023 Municipal Budget

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

ADJOURNMENT

The meeting was adjourned at 7:25 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 7:25 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk



RESOLUTION NO. 2023-321

**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 28, 2023 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Movies in the Park
2. West Side Citizens Zumbathon Fundraiser
3. Music Mondays in Springwood Park

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. 2023-321 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

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: 6/29, 7/13, 7/27
8/17 + 8/31/2023Rain Date: N/ATime of Event: 7:30pm to 10:30pm Setup time: 7pm Break-down time: 10:30pmName of Event: Movies in the ParkLocation of Event: Sunset Park + Spruigwood Park

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☒ Other: <u>MOVIES</u> |

*Wedding applicants only need to complete page 6.

Attachment: cm 6.28.23 (2023-321 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

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

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

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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: 8/5/2023 Rain Date: N/A
Time of Event: 10am to 12pm Setup time: 9am Break-down time: 1pm
Name of Event: Westside Citizens United Zumbathon Fundraiser
Location of Event: Asbury Park Senior Center

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: <u>Fundraiser</u> |

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



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.

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- 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.

6/26, 7/3, 7/10, 7/17, 7/24, 7/31
Date of Event: 8/7, 8/14, 8/21, 8/29 Rain Date: 8/28

Time of Event: 6 to 8 Setup time: 2pm Break-down time: 9pm

Name of Event: Music Mondays in Springwood Park

Location of Event: Springwood Park

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|---|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☒ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☐ Other: _____ |

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



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: Thursday 8/3 Rain Date: Thursday 8/17
 Time of Event: 10 AM to 2 PM Setup time: 9 AM Break-down time: 2 PM
 Name of Event: New Jersey Renting Corporation Career Fair
 Location of Event: Springwood Park

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☒ Other: <u>Community Job Fair</u> |

*Wedding applicants only need to complete page 6.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-322

Add 2023 Additional National Opioid Settlement Proceeds in the amount of \$35,114.09



RESOLUTION NO. 2023-322

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

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE IN THE 2023 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - NATIONAL OPIOID SETTLEMENT
PROCEEDS**

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$35,114.09. Which is now available from the NJ Department of Community Affairs National Opioid Settlement Proceeds.

BE IT FURTHER RESOLVED, that a like sum of \$35,114.09 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

National Opioid Settlement Proceeds

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

I, 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. 2023-322 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-323

Add 2023 Senior Center Grant additional funds to the 2023 Budget in the amount of \$50,000.00



RESOLUTION NO. 2023-323

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

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE IN THE 2023 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - ADDITIONAL SENIOR CENTER GRANT ARP
FUNDING**

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$50,000.00. Which is now available from the County of Monmouth, Department of Human Services - Senior Center Grant.

BE IT FURTHER RESOLVED, that a like sum of \$50,000.00 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Senior Center Grant

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

I, 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. 2023-323 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-324

Add 2023 Clean Communities Grant to the 2023 Budget in the amount of \$38,633.85



RESOLUTION NO. 2023-324

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

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE IN THE 2023 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - CLEAN COMMUNITIES GRANT**

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 **BE IT FURTHER RESOLVED**, that a like sum of \$38,633.85 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Clean Communities Grant

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

I, 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. 2023-324 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-325

Add 2023 Sustainable Jersey Grant to the 2023 Budget in the amount of \$20,000.00



RESOLUTION NO. 2023-325

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

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE IN THE 2023 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - SUSTAINABLE JERSEY GRANT**

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$20,000.00. Which is now available from the NJ Department of Treasury -Clean Communities Grant.

BE IT FURTHER RESOLVED, that a like sum of \$20,000.00 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Sustainable Jersey Grant

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

I, 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. 2023-325 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-326

Grant for North to Shore Music Festival in Sunset Park



RESOLUTION NO. 2023-326

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

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE IN THE 2023 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - NORTH TO SHORE MUSIC FESTIVAL**

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$4,000. Which is now available from the NJPAC for the North to Shore Music Festival.

BE IT FURTHER RESOLVED, that a like sum of \$4,000.00 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

NJPAC North to Shore Music Festival

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

I, 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. 2023-326 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-327

Add 2023 American Rescue Plan for Costs Associated with Repairs for Existing AC Unit



RESOLUTION NO. 2023-327

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

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE IN THE 2023 CURRENT FUND BUDGET OF THE CITY OF ASBURY
PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - AMERICAN RESCUE
PLAN**

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the current fund budget of the year 2023 in the sum of \$101,300.00. Which is now available from the American Rescue Plan.

BE IT FURTHER RESOLVED, that a like sum of \$101,300.00 hereby appropriated under the following caption:

Current Fund Appropriations:

Public & Private Programs Offset by Revenues:

American Rescue Plan- Repair of Existing AC Unit

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

I, 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. 2023-327 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-328

Add 2023 American Rescue Plan for Costs Associated with Transportation Center Improvements for Social Services



RESOLUTION NO. 2023-328

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

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE IN THE 2023 CURRENT FUND BUDGET OF THE CITY OF ASBURY
PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - AMERICAN RESCUE
PLAN**

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the current fund budget of the year 2023 in the sum of \$8,500.00. Which is now available from the American Rescue Plan.

BE IT FURTHER RESOLVED, that a like sum of \$8,500.00 hereby appropriated under the following caption:

Current Fund Appropriations:

Public & Private Programs Offset by Revenues:

American Rescue Plan- Social Services Improvement for Clinic

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

I, 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. 2023-328 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-329

Resolution to refund a duplicate tax payment on an account



RESOLUTION NO. 2023-329

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

RESOLUTION TO REFUND OVERPAID PROPERTY TAXES 3705/7.302 C0030 304 DEAL LAKE DR, UNIT 30

WHEREAS, Rosemary Disavino & Carol Mascari have made an erroneous duplicate payment on property taxes, creating an overpayment in the amount of \$2,010.86; and

WHEREAS, the Tax Collector has been requested to refund block and lot 3705/7.302 C0030 in the amount of \$2,010.86 for the credit applied to the 2nd quarter of 2023 that was paid by Rosemary Disavino & Carol Mascari, 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) The Mayor and City Council do hereby authorize the Tax Collector for the City of Asbury Park to refund overpayment of property taxes in the amount of \$2,010.86 for the 2nd quarter of 2023 to Rosemary Disavino & Carol Mascari.
- 2) A certified copy of this resolution shall be forwarded to the Tax Collector and CFO of the City of Asbury Park.

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. 2023-329 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-330

This property was overcharged sewer connection fees in error. This resolution is to cancel and refund them in the amount of the error.



RESOLUTION NO. 2023-330

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

RESOLUTION TO CANCEL AND REFUND SEWER CONNECTION FEES FOR BLOCK 4201 LOT 4

WHEREAS, Block 4201 Lot 4, 202 Seventh Avenue, assessed to 202 Seventh Avenue LLC, was billed sewer connection fees in accordance City Ordinances and Schedule Section 18-5.6 Sewer Connection Fees in the amount of \$56,136.00, and;

WHEREAS, the sewer connection fees for this project should have totaled \$53,136.00 and there was an error in the calculation of the original bill in the amount of \$3,000.00, and;

WHEREAS, the Tax Collector is requesting sewer connection fees be canceled in the amount of \$3,000.00, and;

WHEREAS, the cancelation of sewer connection fees will cause an overpayment in the amount of \$3,000.00, 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, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to do the following:

1. Cancel sewer connection fees for Block 4201 Lot 4, 202 Seventh Avenue, assessed to 202 Seventh Avenue LLC for 2022 in the amount of \$3,000.00.
2. Refund an overpayment of sewer connection fees for Block 4201 Lot 4, 202 Seventh Avenue, assessed to 202 Seventh Avenue LLC in the amount of \$3,000.00.

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. 2023-330 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-331

Resolution to back bill various sewer accounts that were not billed in error.



RESOLUTION NO. 2023-331

**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. Bill open charges in the amount of \$203.35 for 2020 Q1 to 2023 Q2 on account #10555500-0, 702-704 Summerfield Avenue, assessed to Job-Site LLC and make due on November 1, 2024.
2. Apply a credit of \$24,711.25 from 2020 Q1 through 2023 Q2 onto account #10541755-1, 300 Emory/Cookman & Bangs, assessed to Emory Realty Urban Renewal, LLC.
3. Bill open charges in the amount of \$45,431.25 for 2020 Q1 to 2023 Q2 on account #10541755-3, 300 Emory/Cookman & Bangs, assessed to Emory Realty Urban Renewal, LLC and make due on November 1, 2025.
4. Bill open charges in the amount of \$406.70 for 2020 Q1 to 2023 Q2 on account #10456502-0, 208 Elizabeth Avenue, assessed to SNS Properties LLC % Yashar Mgmt LLC and make due on November 1, 2024.
5. Bill open charges in the amount of \$1,896.55 for 2020 Q1 to 2023 Q2 on account #21000477-0, 1205 Ridge Avenue, assessed to Azzara, John T and make due on November 1, 2024.

6. Bill open charges in the amount of \$1,745.50 for 2020 Q1 to 2023 Q2 on account #10280757-1, 607 Pine Street, assessed to Obayuwana, Johnson & Avis and make due on November 1, 2025.
7. Bill open charges in the amount of \$2,755.10 for 2020 Q1 to 2023 Q2 on account #10280757-2, 607 Pine Street, assessed to Obayuwana, Johnson & Avis and make due on November 1, 2025.
8. Bill open charges in the amount of \$136,525.30 for 2020 Q1 to 2023 Q2 on account #10875502-0, 1701 Ocean Ave, assessed to Asbury Senior Citizens Housing, LP and make due on November 1, 2025.
9. Bill open charges in the amount of \$1,120.00 for 2020 Q1 to 2023 Q2 on account #21000225-0, 601 Mattison Ste 101, assessed to Woodrow Realty LLC, and make due on November 1, 2025.
10. Bill open charges in the amount of \$1,290.15 for 2020 Q1 to 2023 Q2 on account #21000225-1, 601 Mattison Ste 101, assessed to Woodrow Realty LLC, and make due on November 1, 2025.
11. Apply a credit of \$28.55 from 2020 Q1 through 2023 Q2 onto account #10380507-0, 1000 Bangs Ave & 307 Langfd “Unit 1”, assessed to BBC Capital Group LLC.
12. Bill open charges in the amount of \$792.65 for 2020 Q1 to 2023 Q2 on account #10380507-2, 1000 Bangs Ave & 307 Langfd “Apt 2”, assessed to BBC Capital Group LLC, and make due on November 1, 2025.
13. Bill open charges in the amount of \$676.45 for 2020 Q1 to 2023 Q2 on account #10380507-3, 1000 Bangs Ave & 307 Langfd “Unit 3”, assessed to BBC Capital Group LLC, and make due on November 1, 2025.
14. Bill open charges in the amount of \$1,618.00 for 2020 Q1 to 2023 Q2 on account #10380507-4, 1000 Bangs Ave & 307 Langfd “Unit 4”, assessed to BBC Capital Group LLC, and make due on November 1, 2025.

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. 2023-331 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-332

Resolution Approving 2023-2024 Alcoholic Beverage Control License for Georgie's the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-332

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

RESOLUTION APPROVING 2023-2024 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, 2023 until June 30, 2024, 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. 2023-332 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-333

Resolution Approving 2023-2024 Alcoholic Beverage Control License for Espinosa, Inc Liquor License in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-333

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

RESOLUTION APPROVING 2032-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR ESPINOSA INC. IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

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

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

I, 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. 2023-333 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-334

Asbury Landmark Liquor LLC (Pocket License) Renewal for the 2023-2024 term.



RESOLUTION NO. 2023-334

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

RESOLUTION APPROVING 2023-2024 LIQUOR LICENSE RENEWAL FOR 1303-33-013-002 ASBURY LANDMARK LIQUOR LLC (POCKET)

BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park that the Alcoholic Beverage License for the period of July 1, 2023 to June 30, 2024 be granted to license 1303-33-013-002, Asbury Landmark Liquor LLC (Pocket License); and

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-013-002 Asbury Landmark Liquor LLC; and

WHEREAS, Asbury Landmark Liquor LLC has been inactive since September 25, 2008; and

WHEREAS, the license holder has applied and has approval for a special ruling from the Director for the 2023-2024 license term. (Job#603907)

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, 2023 until June 30, 2024, is hereby renewed:

1303-33-013-002 Asbury Landmark Liquor 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. 2023-334 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-335

Resolution Approving 2023-2024 Alcoholic Beverage Control License for Citisupermarket Corp LLC in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-335

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR CITISUPERMARKET CORP LLC D/B/A/ CITISUPERMARKET IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-44-022-005, Citisupermarket Corp LLC d/b/a/ CitiSuperMarket; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-44-022-005 Citisupermarket Corp LLC 1007 Memorial Dr *CitiSuperMarket

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. 2023-335 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2022.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-336

Jimmy's Restaurant Liquor License Renewal for the 2023-2024 term.



RESOLUTION NO. 2023-336

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR GTJM, INC. IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-045-004 GTJM, Inc. d/b/a/ Jimmy's Restaurant;
and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-33-045-004- Jimmy's Restaurant- 1405 Asbury Ave, Asbury Park, NJ

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. 2023-336 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-337

2023-2024 Alcoholic Beverage Control License for Homesick in the City of Asbury Park,
County of Monmouth, New Jersey



RESOLUTION NO. 2023-337

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR ASBURY PUB, LLC-D/B/A HOMESICK 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 1303-33-004-009, Asbury Pub, LLC d/b/a Homesick; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal subject to the special conditions set forth below; and

WHEREAS, the licensee 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 existing special conditions set forth below shall remain in place.

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, 2023 until June 30, 2024, is hereby renewed with the following existing special conditions:

1303-33-004-009 Asbury Pub, LLC 552 Cookman Ave. *Homesick

***Special Conditions**

1. Temporary stanchions shall be installed outside the doorway of the residence at 522 Cookman Ave. to deter patrons of the premises from gathering in the area. Temporary stanchions shall also be positioned to create boundaries around the outdoor dining area associated with the premises, in accordance with City's adopted Sidewalk Café Ordinance.
2. The Licensee shall employ a qualified professional manager to oversee all aspects of the restaurant operation, including the outside dining area, until closing every night of the week. The manager shall be responsible for training all management and staff, with specific training dedicated to A.B.C. regulations and crowd management.

3. The Licensee shall ensure that carpeting is placed under the equipment utilized by all performers at the premises, in an effort to reduce the noise volume from such equipment.
4. The Licensee must adhere to § 3-9 Noise Nuisance Prohibition of the City Code.
5. The bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
6. The Licensee must adhere to the Property Maintenance Code, Chapter XIII of the City Code.
7. The Licensee must adhere to § 4-9.3 Regulations; Display of Merchandise in Public Areas; Outdoor/Sidewalk Café [Amended 4-14-2021 by Ord. No. 2021-14] of the City Code.
8. The Licensee must adhere to all requirements of the Central Business District Redevelopment Plan, including but not limited to, the regulations concerning street furniture as contained on page 14 of the Urban Enterprise Zone Design Guidelines Asbury Park, NJ A Guide to the Rehabilitation and Design of Asbury Park's Commercial Buildings.
9. The Chief of Police shall have the discretion to relax the above conditions from time to time as warranted after consultation with, and approval of, the City Manager, who shall thereafter notify the Mayor and Council.

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. 2023-337 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-338

Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC
d/b/a Porta for the 2023-2024 Licensing Year



RESOLUTION NO. 2023-338

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

A RESOLUTION APPROVING A LIQUOR LICENSE WITH SPECIAL CONDITIONS FOR PORTA AT ASBURY PARK, LLC D/B/A PORTA FOR THE 2023-2024 LICENSING YEAR

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

WHEREAS, the Licensee has applied for a License renewal for the 2023-2024 Licensing Year; and

WHEREAS, Police Chief Kelso recommends the following special conditions on the Licensee’s License for the 2023-2024 licensing year.

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

- A. The License renewal be granted for the period of July 1, 2023 to June 30, 2024 with the following special conditions:
 1. The Licensee shall hire two (2) off-duty police officers during the months of October, November, December, January, February and March on Friday and Saturday nights from 10:30 p.m. until 2:30 a.m.
 2. The Licensee shall hire four (4) off-duty police officers during the month of April on Friday and Saturday nights from 10:30 p.m. until 2:30 a.m.
 3. The Licensee shall hire four (4) off-duty police officers during the months of November, December, January, February and March from 10:30 p.m. until 2:30 a.m. when special events have been advertised or larger crowds are expected; by way of example: the Wednesday prior to Thanksgiving and New Year’s Eve.
 4. The Licensee shall hire six (6) off-duty police officers during the months of

May through September on Friday and Saturday nights from 10:30 p.m. until 2:30 a.m. During these times, at the sole discretion of the Chief, up to eight (8) off-duty police officers may be required. Further, during these times, at the sole discretion of the Chief, up to two (2) off-duty police officers of the total number to be provided may be provided in Police vehicles.

5. The Licensee shall hire twenty-four (24) security guards on Friday and Saturday nights.
6. The Licensee shall hire a minimum of (4) Security Officers to work the entrances / exterior of the building to assist with quality of life issues from midnight to closing on Friday and Saturday nights.
7. The Licensee in coordination with the Police Department shall have private security and/or off duty police officers to patrol the block(s) west of Porta at the end of the night as patrons move to their cars and cabs. The Licensee's private security shall not interact with patrons/individuals but shall report any concerns/issues to the City police officers.
8. The Licensee shall conduct background checks on all security guards (or require same from the contractors who source them)
9. The Licensee shall maintain logs (sign in sheets) and hours worked for all security guards working each day. The logs shall be maintained for no less than two years. The subject logs will be provided to the City promptly following the City's request for same.
10. The Licensee shall expand security cameras to ensure there is coverage at all building entrances/exits from, at a minimum, an exterior view, and along the street with views towards and away from the facility doorways.
11. The License shall install security cameras that are long range, night vision and high resolution. The video recordings shall be stored for no less than 90 days (and preferably 120 days or more). The subject video recordings will be provided to the City promptly following the City's request for same.
12. Licensee 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 Porta, its successors, assigns, employees, contractors and agents during the City's police assignments at Porta. Further, within ten days following the City's adoption of this resolution, Porta will arrange for its private security contractor, MDE&A Enterprises, LLC d/b/a Alpha Security, with a corporate address of 415 Cobblestone Court, Franklin Lakes, N.J. 07417, to return to the

City a fully executed and notarized copy of the Indemnification and Hold Harmless Agreement attached hereto as Exhibit A.

13. The Licensee shall eliminate 16 oz. mixed drinks from the club menu and serve mixed drinks in glass sizes no larger than 12 oz.
14. 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.
15. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.
16. The Licensee shall install video surveillance signs inside and outside of the licensed premises to advise patrons and the public that: "Warning this property under video surveillance, you are being videotaped" or wording of similar import.
17. The Licensee shall include on their website, on social media platforms, flyers and other forms of paper/physical and digital advertisement that identification is required, that two (2) forms of identification may be required, the type/form of acceptable identification, and the required dress code.
18. The Licensee shall use a moveable sign to advise individuals online to enter the licensed premises that identification is required, that two (2) forms of identification may be required, the type/form of acceptable identification, and the required dress code, as well as continuing to maintain the existing sign with the same information by the entrance to the licensed premises.
19. The Licensee shall require, from Friday evening on Memorial Day weekend through Monday evening on Labor Day weekend, a \$10.00 cover charge for entrance to the licensed premises starting at 12:00 midnight.
20. The Licensee shall prohibit any patron or person, except for employees, who leaves the licensed premises after 1:00 a.m. from re-entering the licensed premises.
21. The Licensee shall have no new patrons after 1 a.m.
22. A representative of the Licensee and/or their security manager shall meet with or have a telephone call with the Chief of Police and or his/her designee on a monthly basis, during the first week of each month.
23. The Chief of Police shall have the discretion to relax the foregoing

conditions after consultation with, and approval of, the City Manager, except as provided in Condition 4. The City Manager shall thereafter notify the Mayor and Council.

24. Upon receipt of a credible and legitimate noise complaint that has been investigated by the shift commander within the Police Department, Licensee shall close open exterior doors upon the request of the Shift Commander.
25. Anytime an incident occurs (arrest), the on-duty Manager will document the case and ensure the surveillance footage is made available for the Asbury Park Police Department. Storage of said footage is currently 40 to 50 days and will be increased to at least 90 days.

B. 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. 2023-338 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

Exhibit A to City of Asbury Park Resolution 2023-XXXX

This indemnification and trust covenant (the “Agreement”) dated this _____ day of July, 2023 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 2023-2024; 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: 6-28-23 final Ex A to Resolution (2023-338 : Porta ABC Renewal 2023-2024)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-339

Resolution authorizing the payment of bills in the amount of \$1,906,364.67.



RESOLUTION NO. 2023-339

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$1,906,364.67

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	\$ <u>1,906,364.67</u>
TOTAL VOUCHERS	\$ <u>1,906,364.67</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 RESOLUTION NO. 2023-339 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

June 22, 2023
09:59 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 1

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 2-First to 3-Last Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/23 Include Non-Budgeted:
Vendors: All
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
2-01-20-100-000-207	ADMINISTRATION Contractual					
VCOMM005 V-COMM LLC	22-03549 DECEMBER 2023 SERVICES			2,233.65	0.00	B
	Extd Total: ADMINISTRATION			2,233.65		
	Department Total: ADMINISTRATION			2,233.65		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
2-01-20-130-000-223	FINANCE Condo Reimbursements					
ASBUR010 ASBURY PARK PLACE CONDOMINIUM	23-01717 2022 Trash Reimbursement			4,918.44	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			4,918.44		
	Department Total: FINANCE			4,918.44		
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
2-01-20-165-000-209	ENGINEERING SERVICES Fees					
FREPAR FRENCH & PARRELLO, PA	23-01733 Invoice 134272 DPW Garage			7,379.65	0.00	
	Extd Total: ENGINEERING SERVICES			7,379.65		
	Department Total: ENGINEER SERV			7,379.65		
	CAFR Total:			14,531.74		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
2-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
SEAFOR SEA BREEZE FORD INC.	22-03230 ENGINE & MANIFOLD - APPD #6			3,947.75	0.00	
2-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
PRESPE PREVENTION SPECIALISTS,INC.	23-01785 Invoice #33561 - Testing			59.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			4,006.75		
	Department Total: STREETS & ROAD			4,006.75		
	CAFR Total:			4,006.75		

Attachment: Bill List 6-28-23 (2023-339 : Payment of Bills)

June 22, 2023
09:59 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
2-01-28-370-000-211	RECREATION Police Athletic League					
MADASB MADISON ASBURY DRY	22-01743 PAL summer camp			110.00	0.00	
Extd Total: RECREATION SERVICES & PROGRAM				110.00		
Department Total: RECREATION				110.00		
CAFR Total:				110.00		
Fund Total: CURRENT				18,648.49		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
2-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
TMASSO T & M ASSOCIATES	22-00453 WWTP GAS GENERATOR SERVICES			863.50	0.00	B
2-07-55-502-000-234	SEWER UTILITY O/E: ARP Funds					
TMASSO T & M ASSOCIATES	22-00452 MEMORIAL DR SEWER REPLACEMENT			12,393.50	0.00	B
TMASSO T & M ASSOCIATES	22-02631 LSRP SERVICES SEWER PLANT UST			701.00	0.00	B
				13,094.50		
Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:				13,958.00		
Department Total: UTILITY OE				13,958.00		
CAFR Total:				13,958.00		
Fund Total: SEWER UTILITY: BUDGET:				13,958.00		
Year Total:				32,606.49		
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
3-01-20-100-000-207	ADMINISTRATION Contractual					
GEECHA GEESE CHASERS, LLC	23-00811 2ND QTR 2023 CLEARING AND			969.00	0.00	B
GEECHA GEESE CHASERS, LLC	23-00813 2ND QTR 2023 CLEARING AND			484.50	0.00	B
GEECHA GEESE CHASERS, LLC	23-01712 INV #GC25248 EGG ADDLING			1,105.00	0.00	
GEECHA GEESE CHASERS, LLC	23-01729 INV #GC25346 EGG ADDLING			127.50	0.00	
				2,686.00		
3-01-20-100-000-209	ADMINISTRATION Professional Services					
SUREN005 SURENAN, EDWARDS, BUZAK &	23-01642 April 2023 Fees Afford. Hsg.			3,596.00	0.00	
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	23-01668 Invoice 4462 Planning Services			2,466.00	0.00	
CGPHL005 CGP&H, LLC	23-01701 INVOICE #47148 MAY 2023			130.83	0.00	
				6,192.83		
3-01-20-100-000-210	ADMINISTRATION Repairs					
GRAING GRAINGER, INC.	23-01708 Air Conditioner Tax Office			878.76	0.00	
3-01-20-100-000-212	ADMINISTRATION Dues,Licenses					
ICMCON ICMA MEMEBRSHIP RENEWAL	23-01773 Membership Renewal Notice			1,200.00	0.00	

Attachment: Bill List 6-28-23 (2023-339 : Payment of Bills)

June 22, 2023
09:59 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 5

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-20-100-000-251 AMAZO005	ADMINISTRATION Comm. & Cultural Affairs AMAZON.COM SERVICES					
		23-01608	Movies for Movies in the Park	49.62	0.00	
	Extd Total: ADMINISTRATION			11,007.21		
	Department Total: ADMINISTRATION			11,007.21		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
3-01-20-120-000-212 INTINS	MUNICIPAL CLERK Dues,Licenses INTERNATIONAL INSTITUTE OF					
		23-01798	IIMC Membership Application	185.00	0.00	
3-01-20-120-000-217 THECOA	MUNICIPAL CLERK Ads&Promotion THE NEW COASTER, LLC					
		23-01696	INVOICE #60180 6/1/23 ADS	152.26	0.00	
3-01-20-120-000-238 JUSTF005	MUNICIPAL CLERK Contractual JUSTFOIA, INC.					
		23-01652	#RN13230 8/12/23 - 8/11/24	3,575.00	0.00	
PARKE005	PARKER MCCAY, PA	23-01697	INV #3162983 & 3162984 MAY '23	3,440.00	0.00	
				7,015.00		
	Extd Total: MUNICIPAL CLERK			7,352.26		
	Department Total: MUNIC CLERK			7,352.26		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
3-01-20-130-000-202 WBMASON	FINANCE Office Supplies W.B.MASON CO., INC.					
		23-01508	FINANCE SUPPLIES	884.04	0.00	
3-01-20-130-000-205 ASBPAK	FINANCE Ads ASBURY PARK PRESS					
		23-01715	BID FIRE APPARATUS MAINTENANCE	65.80	0.00	
3-01-20-130-000-206 ATLTOM	FINANCE Copier ATLANTIC TOMORROWS OFFICE					
		23-01778	Invoice #588184 - Staples	77.63	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	23-01808	40046768 Contract Pmt 60 OF 60	2,443.14	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	23-01809	40110340 Contract Pmt 8 of 60	1,056.59	0.00	
				3,577.36		
3-01-20-130-000-207 MERHEA	FINANCE HR Testing HACKENSACK MERIDIAN WORKS					
		23-01736	Invoice #504562 - May 2023	543.00	0.00	
3-01-20-130-000-209 USBANK	FINANCE Fees US BANK OPERATIONS CTR.					
		23-01659	2016B MCIA GPLRR BOND PRIN/INT	449.95	0.00	
3-01-20-130-000-223 611AS005	FINANCE Condo Reimbursements 611 ASBURY AVENUE					
		23-01710	203 2nd Ave. 2nd Q Trash Reimb	962.61	0.00	
PARLAN	PARK LANE CONDOMINIUM ASSOC.	23-01824	1st Q 2023 Lighting Reimb.	98.50	0.00	
LAKDRI	LAKE DRIVE COURT CONDO ASSOC.	23-01825	1st Q. Trash Reimbursement	1,032.75	0.00	
				2,093.86		
	Extd Total: FINANCIAL ADMINISTRATION			7,614.01		
	Department Total: FINANCE			7,614.01		

Attachment: Bill List 6-28-23 (2023-339 : Payment of Bills)

June 22, 2023
09:59 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 4

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
3-01-20-140-000-224	COMPUTER DATA PROC. Troubleshooting					
RAHTYP	RAHWAY TYPEWRITER COMPANY INC	23-00289	NTE - 2023 Printer Repairs	286.50	0.00	B
3-01-20-140-000-225	COMPUTER DATA PROC.Document Mgt.					
FILEB005	FILE BANK, INC.	23-01598	April-May Services & Storage	7,139.79	0.00	
Extd Total: COMPUTERIZED DATA PROCESSING				7,426.29		
Department Total: COMPUTER MIS				7,426.29		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
3-01-20-145-000-206	TAX REV ADMIN Purchase Equipment					
AMAZO005	AMAZON.COM SERVICES	23-01763	TAX OFFICE SUPPLIES	288.23	0.00	
WBMASON	W.B.MASON CO., INC.	23-01764	TAX COLLECTOR SUPPLIES	80.52	0.00	
				368.75		
Extd Total: TAX REVENUE ADMINISTRATION				368.75		
Department Total: TAX REV ADMIN				368.75		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
3-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL	MARAZITI FALCON, LLP	23-01549	PROFESSIONAL SERVICES RENDERED	1,277.50	0.00	
GENBUR	GENOVA BURNS LLC	23-01670	Invoice 493287 General File	838.95	0.00	
HILLW005	HILL WALLACK LLP	23-01749	Invoice 719653 General Matters	12,572.84	0.00	
				14,689.29		
Extd Total: LEGAL SERVICES				14,689.29		
Department Total: LEGAL SERVICES				14,689.29		
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
3-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	23-01811	LAF444917 General Engineering	10,471.00	0.00	
Extd Total: ENGINEERING SERVICES				10,471.00		
Department Total: ENGINEER SERV				10,471.00		
CAFR Total:				58,928.81		
Department: Planning Department						
Extd: Planning Department						
3-01-21-179-000-209	PLANNINF DEPT. Planning Board Fees					
JACSER	JACK A. SERPICO	23-01656	ZB & PB LEGAL SVS MAY INVOICES	1,125.00	0.00	

Attachment: Bill List 6-28-23 (2023-339 : Payment of Bills)

June 22, 2023
09:59 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No: 5

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-21-179-000-210 JACSER JACK A. SERPICO	PLANNING DEPT. Zoning Board Fees	23-01656	ZB & PB LEGAL SVS MAY INVOICES	487.50	0.00	
	Extd Total: Planning Department			1,612.50		
	Department Total: Planning Department			1,612.50		
	CAFR Total:			1,612.50		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
3-01-22-200-000-202 AMAZO005 AMAZON.COM SERVICES	CONSTRUCTION CODE Office Supplies	23-01584	Stand up Desk	138.59	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			138.59		
	Department Total: CONST CODE			138.59		
	CAFR Total:			138.59		
Department: LIAB INSURANCE						
Extd: LIABILITY INSURANCE						
3-01-23-210-000-209 PMACOM PMA MANAGEMENT CORPORATION	LIABILITY INSURANCE Fees	23-01714	May 2023 Billing Statement	122,305.22	0.00	
	Extd Total: LIABILITY INSURANCE			122,305.22		
	Department Total: LIAB INSURANCE			122,305.22		
Department: WORKERS COMP						
Extd: WORKER'S COMPENSATION						
3-01-23-215-000-209 PMACOM PMA MANAGEMENT CORPORATION	WORKER'S COMPENSATION Fees	23-01714	May 2023 Billing Statement	16,203.00	0.00	
	Extd Total: WORKER'S COMPENSATION			16,203.00		
	Department Total: WORKERS COMP			16,203.00		
	CAFR Total:			138,508.22		
Department: POLICE						
Extd: POLICE DEPARTMENT						
3-01-25-240-000-203 MELCOR AP CARWASH AND OIL CHANGE	POLICE Motor Vehicle	23-01737	PD CAR WASHES 3/7 - 6/4/23	2,100.00	0.00	
3-01-25-240-000-205 SPCA MONMOUTH COUNTY SPCA	POLICE Animal Control Services	23-01615	#2024042 APRIL 2023 SERVICES	4,700.00	0.00	
3-01-25-240-000-215 JAMES020 JAMES CRAWFORD	POLICE Miscellaneous	23-01677	expense reimbursement	80.00	0.00	
3-01-25-240-000-216 CDWGOV CDW GOVERNMENT LLC	POLICE Supplies-Compu.	23-01506	Q#1CBJ2TN RAM	67.20	0.00	
3-01-25-240-000-218 THOWES THOMSON WEST CUSTOMER SERVICE	POLICE Contract.Serv.	23-01669	#848250584 MAY 2023 SOFTWARE	258.30	0.00	

Attachment: Bill List 6-28-23 (2023-339 : Payment of Bills)

June 22, 2023
09:59 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No: 6

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-25-240-000-218	POLICE Contract.Serv.		Continued			
COVHOL	COVANTA ENERGY, LLC	23-01679	INV #437562UNION SYRING WASTE	573.39	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	23-01680	#M61685 JUNE 2023	1,220.00	0.00	
				<u>2,051.69</u>		
3-01-25-240-000-222	POLICE Training					
INSPSY	INSTITUTE FOR FORENSIC	23-01676	#18614 K. WARRAICH EVALUATION	2,250.00	0.00	
	Extd Total: POLICE DEPARTMENT			11,248.89		
	Department Total: POLICE			11,248.89		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
3-01-25-265-000-202	FIRE DEPT. Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	23-01605	EST#11645 APPEAL INFO LABELS	250.00	0.00	
3-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
MELCOR	AP CARWASH AND OIL CHANGE	23-01739	FD CAR WASHES 4/18 TO 6/2/23	35.00	0.00	
3-01-25-265-000-212	FIRE DEPT. Dues,Licenses,Subscriptions					
MONFIR	M.C. FIRE PREVENTION AND	23-01695	2023 RENEWAL T. GATES/K. KEDDY	60.00	0.00	
3-01-25-265-000-214	FIRE DEPT. Building Maintenance					
BELPLU	BELMAR PLUMBING & HEATING INC	23-00146	BLANKET PO NOT TO EXCEED	192.00	0.00	B
HERCRY	HERITAGE-CRYSTAL CLEAN, LLC	23-00982	Quote:75504-Parts Cleaner	458.00	0.00	
				<u>650.00</u>		
3-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
CORON005	CORONIS HEALTH RCM, LLC dba	23-01643	CHRCM9084 April Fees 2023	4,775.80	0.00	
3-01-25-265-000-270	FIRE DEPT. Pest Control					
WESPES	WESTERN PEST SERVICES	23-01743	INV# 8405051 JUNE 2023	123.60	0.00	
	Extd Total: FIRE DEPARTMENT			5,894.40		
Extd: FIRE HYDRANT						
3-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	23-01678	#1018-210026567043 4/26-5/23	20,747.58	0.00	
	Extd Total: FIRE HYDRANT			20,747.58		
	Department Total: FIRE DEPT.			26,641.98		
Department: PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
3-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	23-01666	prosecutor fees may 2023	4,550.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			4,550.00		
	Department Total: PROSECUTOR			4,550.00		
	CAFR Total:			42,440.87		

Attachment: Bill List 6-28-23 (2023-339 : Payment of Bills)

June 22, 2023
09:59 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No: 7

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
3-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
SERVI005	SERVICE TIRE TRUCK CENTERS	23-00175	BLANKET - VARIOUS TIRES	305.00	0.00	B
HUDS0005	HUDSON COUNTY MOTORS, INC.	23-00392	BLANKET VARIOUS PARTS	1,764.87	0.00	B
NORSWE	NORTHEAST SWEEPERS & RENTALS,	23-00926	SWEEPER PARTS FOR REPAIRS	1,271.96	0.00	
SEAFOR	SEA BREEZE FORD INC.	23-00968	VARIOUS PARTS BLANKET	545.84	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	23-00970	VARIOUS PARTS BLANKET	379.98	0.00	B
SEACHE	SEACOAST CHEVROLET OLDS-	23-01039	VARIOUS PARTS BLANKET	207.25	0.00	B
THEHOS	THE HOSE SHOP, INC.	23-01181	VARIOUS PARTS BLANKET	213.65	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	23-01252	VARIOUS PARTS BLANKET	1,317.59	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	23-01543	VARIOUS PARTS BLANKET	1,620.75	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	23-01590	KUBOTA PARTS	1,837.85	0.00	
SERVI005	SERVICE TIRE TRUCK CENTERS	23-01592	DPW SWEEPER 2 NEW REAR TIRES	919.99	0.00	
SERVI005	SERVICE TIRE TRUCK CENTERS	23-01593	POLICE FLEET TIRES - STOCK	2,528.87	0.00	
SERVI005	SERVICE TIRE TRUCK CENTERS	23-01594	DPW FLEET TIRES - STOCK	2,507.17	0.00	
CHEVAL	CHERRY VALLEY TRACTOR SALES	23-01595	KUBOTA#603 BRAKE ASSEMBLY	334.18	0.00	
HUNJER	HUNTER JERSEY PETERBILT	23-01691	DPW GARBAGE TRK#9 COOLANT TANK	572.39	0.00	
SERVI005	SERVICE TIRE TRUCK CENTERS	23-01707	DPW#36 TRACTOR FRONT TIRES	1,130.45	0.00	
SERVI005	SERVICE TIRE TRUCK CENTERS	23-01721	VARIOUS PARTS BLANKET	462.00	0.00	B
MELCOR	AP CARWASH AND OIL CHANGE	23-01738	DPW CAR WASHES 3/29 TO 6/12/23	113.75	0.00	
LAWPRO	LAWSON PRODUCTS, INC.	23-01759	DPW SHOP CLEANER SOLVENT	390.10	0.00	
CHEVAL	CHERRY VALLEY TRACTOR SALES	23-01761	VARIOUS PARTS BLANKET	905.51	0.00	B
				19,329.15		
3-01-26-290-000-209	STREETS & ROAD Fees					
TREDEP	TREASURER-STATE NJ - NJDEP	23-01671	PID 012316 Public Works	2,525.00	0.00	
3-01-26-290-000-212	STREETS & ROAD Tools					
AMAZO005	AMAZON.COM SERVICES	23-01586	Makita Batteries 2pk	470.52	0.00	
3-01-26-290-000-215	STREETS & ROAD Misc. Hardware					
UPTFAS	UP-TITE FASTNERS INC.	23-00159	Blanket - Misc Hardware	59.56	0.00	B
THEHAR	THE HARDWARE STORE	23-01520	Misc Hardware	163.17	0.00	B
				222.73		
3-01-26-290-000-216	STREETS & ROAD Carpentry Supplies					
GRAING	GRAINGER, INC.	23-01153	Misc Hardware	209.14	0.00	B
3-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
SEAWEL	SEABOARD WELDING SUPPLY, INC.	23-01692	#951731 APRIL & #952939 MAY	196.50	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	23-01720	#291746 ASPHALT 5/22 & 5/26	247.64	0.00	
CONTR005	CONTROLLED GROWTH, LLC	23-01727	INV #11953 - 11956 AND #11788	3,660.00	0.00	
OPTIMUM	OPTIMUM	23-01784	#07866-183188-01-1 6/8 - 7/7	31.25	0.00	
PRESPE	PREVENTION SPECIALISTS, INC.	23-01785	Invoice #33561 - Testing	102.00	0.00	
				4,237.39		
3-01-26-290-000-222	STREETS & ROAD Training					
NJCLEAN	NJ CLEAN COMMUNITIES COUNCIL	23-01704	Sustainability Social 6/28/23	30.00	0.00	

Attachment: Bill List 6-28-23 (2023-339 : Payment of Bills)

June 22, 2023
09:59 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page NO. 6

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-26-290-000-235	STREETS & ROAD Shade Tree Commission					
SUNFAR	SUNSET FARM MARKET GARDEN	23-01094	Blanket not to exceed \$1500	131.91	0.00	B
	Extd Total: STREETS & ROADS MAINTENANCE			27,155.84		
	Department Total: STREETS & ROAD			27,155.84		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
3-01-26-305-000-209	SOLID WASTE Fees					
MAZMUL	MAZZA MULCH, INC.	23-01613	#847647 BRUSH DISPOSAL MAY '23	3,960.00	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	23-01621	#848716 RECYCLING MAY 2023	12,026.36	0.00	
DELDEM	DELISA DEMOLITION, INC.	23-01629	#264136 TRASH FEES 5/16 - 5/31	32,472.53	0.00	
DELDEM	DELISA DEMOLITION, INC.	23-01689	#264068 & 264069 CONSTR DEBRIS	2,397.15	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	23-01690	enhancement tax,surcharge, fee	843.55	0.00	
COUCUR	MONMOUTH COUNTY TREASURER	23-01700	use of Reclamation Center-May	3,044.75	0.00	
				54,744.34		
	Extd Total: SOLID WASTE COLLECTION			54,744.34		
	Department Total: SOLID WASTE			54,744.34		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
3-01-26-310-000-203	BUILDING & GND Misc. Hardware					
FERENT	FERGUSON ENTERPRISES INC.	23-00160	Blanket - Misc Plumbing	297.78	0.00	B
3-01-26-310-000-207	BUILDING & GND Dog Station Supplies					
DOGWA005	DOG WASTE DEPOT	23-01688	Dog Station Locks / Keys	129.90	0.00	
	Extd Total: BUILDINGS & GROUNDS			427.68		
	Department Total: BUILDING & GND			427.68		
	CAFR Total:			82,327.86		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
3-01-27-345-000-213	SOCIAL SERVICES Client Assistance					
SHORIT	SAKER SHOPRITE, INC.	23-01660	Client food and sundries/water	195.75	0.00	
	Extd Total: SOCIAL SERVICES:			195.75		
	Department Total: PUBLIC ASST			195.75		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
3-01-27-350-000-203	SENIOR CENTER Vehicle Maintenance					
MAAAUT	MAACO COLLISION	23-01624	Driver side door repair	832.95	0.00	
3-01-27-350-000-204	SENIOR CENTER Print & Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	23-01535	KarenMurphy BusinessCards Srce	45.00	0.00	

Attachment: Bill List 6-28-23 (2023-339 : Payment of Bills)

June 22, 2023
09:59 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 3

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-27-350-000-299	SENIOR CENTER Misc.					
MILCOM	MILLENNIUM COMMUNICATIONS	23-01419	SPRINGWOOD AVE SECURITY	4,593.22	0.00	
	Extd Total: SENIOR CENTER			5,471.17		
	Department Total: SENIOR CENTER			5,471.17		
	CAFR Total:			5,666.92		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
3-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	23-01748	#1018-210043098405 5/4-6/5	7,153.72	0.00	
NJAMER	N.J. AMERICAN WATER CO.	23-01814	#1018-210025502791 5/4-6/5	579.42	0.00	
				<u>7,733.14</u>		
	Extd Total: LIGHT,HEAT,POW			7,733.14		
Extd: STREET/TRAFFIC						
3-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	23-01787	#100 015 500 489 4/25-5/23	753.01	0.00	
JCPL	JCPL	23-01815	#100 013 520 273 5/19-6/16	<u>19,345.81</u>	0.00	
				20,098.82		
	Extd Total: STREET/TRAFFIC			20,098.82		
	Department Total: LIGHTING			27,831.96		
Department: TELEPHONE						
Extd: TELEPHONE						
3-01-31-440-000-299	TELEPHONE Misc.					
VERIZON	VERIZON WIRELESS	23-01756	#342269861-00001 5/5-6/4	1,909.40	0.00	
VERZON	VERIZON BUSINESS	23-01786	#152-069-551-0001-78 6/4-7/3	<u>124.99</u>	0.00	
				2,034.39		
	Extd Total: TELEPHONE			2,034.39		
	Department Total: TELEPHONE			2,034.39		
	CAFR Total:			29,866.35		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
3-01-43-490-000-246	MUNIC COURT Postage					
GREFIN	GREATAMERICA FINANCIAL SVCS.	23-01664	INVOICE #34094148 JUNE 2023	145.00	0.00	
3-01-43-490-000-247	MUNIC COURT Leases					
BISDI005	BIS DIGITAL, INC.	23-01794	95650 DIGITAL RECORDING SYSTEM	875.00	0.00	
	Extd Total: MUNICIPAL COURT			1,020.00		
	Department Total: MUNIC COURT			1,020.00		

Attachment: Bill List 6-28-23 (2023-339 : Payment of Bills)

June 22, 2023
09:59 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No: 10

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PUBLIC DEFEND.						
Extd: PUBLIC DEFENDER						
3-01-43-495-000-021	Fees					
THELA010	THE LAW OFFICE OF MATTHEW SAGE	23-01667	public defender fees may 2023	2,000.00	0.00	
	Extd Total:		PUBLIC DEFENDER	2,000.00		
	Department Total:		PUBLIC DEFEND.	2,000.00		
	CAFR Total:			3,020.00		
Department: BOND PRINCIPAL						
3-01-45-920-000-299	BOND PRINCIPAL					
USBANK	US BANK OPERATIONS CTR.	23-01659	2016B MCIA GPLRR BOND PRIN/INT	515,000.00	0.00	
	Extd Total:			515,000.00		
	Department Total:		BOND PRINCIPAL	515,000.00		
Department: INT ON BONDS						
3-01-45-930-000-299	BOND INTEREST					
USBANK	US BANK OPERATIONS CTR.	23-01659	2016B MCIA GPLRR BOND PRIN/INT	78,800.00	0.00	
	Extd Total:			78,800.00		
	Department Total:		INT ON BONDS	78,800.00		
	CAFR Total:			593,800.00		
Department: DEFERRED CHGS						
3-01-46-870-880-297	P/Y BILLS					
TAYTOW	TAYLOR'S TOWING	23-01816	Invoice 158463 Towing	300.00	0.00	
	Extd Total:			300.00		
	Department Total:		DEFERRED CHGS	300.00		
	CAFR Total:			300.00		
	Fund Total:		CURRENT	956,610.12		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
3-05-55-502-000-205	BEACH UTILITY O/E: Beach Badges					
NATTIC	NATIONAL TICKET COMPANY	23-01421	DAILY 2023 WRISTBANDS	8,770.49	0.00	
3-05-55-502-000-207	BEACH UTILITY O/E: Clothing					
JOLYN005	JOLYN CLOTHING COMPANY LLC	23-01046	Tops & bottoms for life guards	1,878.80	0.00	
3-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
MONARCH	MONARCH ELECTRIC COMPANY	23-01193	Beach Electrical Supplies	302.55	0.00	B
NJAMER	N.J. AMERICAN WATER CO.	23-01748	#1018-210043098405 5/4-6/5	2,632.32	0.00	
				2,934.87		

Attachment: Bill List 6-28-23 (2023-339 : Payment of Bills)

June 22, 2023
09:59 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No: 11

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-05-55-502-000-212 THEHAR THE HARDWARE STORE	BEACH UTILITY O/E: Misc. Hardware	23-00508	Blanket for various hardware	41.89	0.00	B
3-05-55-502-000-213 THEBRO THE BROYHILL MANUFACTURING CO.	BEACH UTILITY O/E: Motor Vehicle	23-01603	BEACH LOAD N PACK WIND SCREEN	2,314.35	0.00	
3-05-55-502-000-215 FERENT FERGUSON ENTERPRISES INC.	BEACH UTILITY O/E: Lumber/Bldg. Supplies	23-00650	Pipe	369.06	0.00	
Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:				16,309.46		
Department Total: UTILITY OE				16,309.46		
CAFR Total:				16,309.46		
Fund Total: BEACH				16,309.46		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
3-06-55-502-000-204 MUNCAP MUNICIPAL CAPITAL CORPORATION	TRANS.UTILITY O/E: Copy/Reproduction	23-01808	40046768 Contract Pmt 60 OF 60	161.68	0.00	
3-06-55-502-000-206 MILCOM MILLENNIUM COMMUNICATIONS	TRANS.UTILITY O/E: Electronic Equip.	23-01419	SPRINGWOOD AVE SECURITY	4,593.22	0.00	
3-06-55-502-000-208 PASPOR PASSPORT LABS, INC.	TRANS.UTILITY O/E: Parking Permits	23-01711	INV1038530 5/23 Permit Fees	1,102.80	0.00	
PASPOR PASSPORT LABS, INC.		23-01716	INV1037243 3/23 Permit Fees	850.90	0.00	
				1,953.70		
3-06-55-502-000-210 GLESUP GLENCO SUPPLY INC.	TRANS.UTILITY O/E: Signs	23-01378	Trans Update 2023 Signs	2,448.00	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		23-01547	Tent Regulation Decal	189.50	0.00	
				2,637.50		
3-06-55-502-000-212 IPSGRO IPS GROUP, INC.	TRANS.UTILITY O/E: Parking Meter Supply	23-00376	Various Cables	2,187.00	0.00	
3-06-55-502-000-213 PAYBY005 PAYBYPHONE US, INC.	TRANS.UTILITY O/E: Mobile App Fees	23-01702	INV7443 PyByPhone March 2023	458.10	0.00	
PARKM005 PARKMOBILE USA, LLC		23-01758	INV33589 May 2023 Trans Fees	12,874.80	0.00	
				13,332.90		
3-06-55-502-000-228 DYNAM005 DYNAMIC TRAFFIC, LLC	TRANSPORT. UTILITY OE Engineering Fees	23-01578	INV2839 Srvcs Through 5/6/23	4,810.00	0.00	
Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:				29,676.00		
Department Total: UTILITY OE				29,676.00		
CAFR Total:				29,676.00		
Fund Total: TRANSPORTATION UTILITY: BUDGET:				29,676.00		

Attachment: Bill List 6-28-23 (2023-339 : Payment of Bills)

June 22, 2023
09:59 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No: 12

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
3-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
MCMCAR	MCMMASTER-CARR SUPPLY CO.	23-01742	Shear Pins for Sludge Tanks	349.00	0.00	B
3-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
GRAING	GRAINGER, INC.	23-01544	Emergency Lighting Exit Signs	3,312.14	0.00	
3-07-55-502-000-206	SEWER UTILITY O/E: Purchase of Equipment					
GRAING	GRAINGER, INC.	23-01217	Grit Hopper, Repair Parts	688.57	0.00	B
RAPPUM	RAPID PUMP & METER SERVICE	23-01342	Effluent Pump Controller	5,430.00	0.00	
				<u>6,118.57</u>		
3-07-55-502-000-208	SEWER UTILITY O/E: Permits/Licenses					
RUDCOR	RUDY CORONA	23-01687	Registration NJWEA Mini-Conf.	30.00	0.00	
3-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	23-01748	#1018-210043098405 5/4-6/5	867.42	0.00	
3-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
ALSEN005	ALS ENVIRONMENTAL	23-00833	Bio-Assay Test DEP Requirement	1,250.00	0.00	B
SBROT005	S BROTHERS INC.	23-01530	EMERGENCY AT LANGFORD & MONROE	8,500.00	0.00	
LYONS005	LYONS ENVIRONMENTAL SERVICES	23-01612	APSA0523 WWTP TESTING MAY 2023	1,678.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	23-01808	40046768 Contract Pmt 60 OF 60	82.58	0.00	
				<u>11,510.58</u>		
3-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
NJAMER	N.J. AMERICAN WATER CO.	23-01819	Data usage 4000260456 APRIL 23	398.84	0.00	
3-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	23-00801	INVOICE #521622 FEBRUARY 2023	10,977.75	0.00	
PASVAL	PASSAIC VALLEY SEWERAGE COM.	23-01698	INVOICE #521986 MAY 2023	13,595.75	0.00	
RUSREI	RUSSELL REID WASTE HAULING &	23-01722	#0006744201 MAY 2023	30,294.53	0.00	
				<u>54,868.03</u>		
Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:				77,454.58		
Department Total: UTILITY OE				77,454.58		
CAFR Total:				77,454.58		
Fund Total: SEWER UTILITY: BUDGET:				77,454.58		
Year Total:				1,080,050.16		
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	21-02853	FIRE DEPARTMENT HEADQUARTERS	10,272.75	0.00	B
HILLW005	HILL WALLACK LLP	23-01749	Invoice 719653 General Matters	1,260.00	0.00	
				<u>11,532.75</u>		
Extd Total: Odr. 2018-57 Acq. of Real Property FH				11,532.75		

Attachment: Bill List 6-28-23 (2023-339 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Ord. 2023-19 Various Park Improv.					
C-04-55-998-184-001	Section 20 Costs					
TMASSO T & M ASSOCIATES		23-01811	LAF444917 General Engineering	4,952.47	0.00	
	Extd Total: Ord. 2023-19 Various Park Improv.			4,952.47		
	Department Total:			16,485.22		
	CAFR Total:			16,485.22		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			16,485.22		
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.	21,299.25	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			21,299.25		
	Department Total: Ord. 2020-8 Memorial Drive Paving			21,299.25		
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	20,631.00	0.00	B
	Extd Total: Ord. 2022-8 Various Rd. Improvements			20,631.00		
	Department Total: Ord. 2022-8 Various Rd. Improvements			20,631.00		
	CAFR Total:			41,930.25		
	Fund Total: PARKING CAPITAL			41,930.25		
	Year Total:			58,415.47		
Fund:	GRANT FUND BUDGET:					
G-02-43-907-019-200	Mental Health Grant					
HOMDRU HOME DRUG PHARMACY		19-03515	Medication for Clients 2019-20	71.00	0.00	B
	Extd Total:			71.00		
	Department Total:			71.00		
G-02-43-937-020-200	Bulletproof Vest Grant					
LANASO LANIGAN ASSOCIATES, INC.		23-01113	BODY ARMOR VESTS	277.02	0.00	
	Extd Total:			277.02		
	Department Total:			277.02		
G-02-43-938-020-200	Safe Streets to Schools					
NV5IN005 NV5, INC.		23-01703	INV #5 Srvc Thru 5/27/23	24,611.10	0.00	
	Extd Total:			24,611.10		
	Department Total:			24,611.10		

Attachment: Bill List 6-28-23 (2023-339 : Payment of Bills)

June 22, 2023
09:59 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No: 14

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-956-021-200	2021 Justice Assistance Grant					
CITLON CITY OF LONG BRANCH		23-01550	2021 JAG Grant Reimbursement	11,258.00	0.00	
	Extd Total:			11,258.00		
G-02-43-956-022-205	Body Armor Replacement Fund 2022					
LANASO LANIGAN ASSOCIATES. INC.		23-01113	BODY ARMOR VESTS	1,457.09	0.00	
G-02-43-956-022-206	ARP Funding					
ARCAR005 ARCARI & IOVINO ARCHITECTS, PC		22-00891	TRANSPORTATION RENOVATIONS	2,460.00	0.00	B
SHOCON SHORELANDS CONSTRUCTION, INC.		22-02807	TRANSPORTATION CENTER RENOV	257,651.80	0.00	B
				260,111.80		
G-02-43-956-022-213	Safe Routes to Transit Grant					
TMASSO T & M ASSOCIATES		22-02806	SAFE ROUTES TO TRANSIT	7,810.50	0.00	B
G-02-43-956-022-215	Bulletproof Vest Partnership					
LANASO LANIGAN ASSOCIATES. INC.		23-01113	BODY ARMOR VESTS	10,908.82	0.00	
	Extd Total:			280,288.21		
	Department Total:			291,546.21		
G-02-43-959-023-220	Mental Health Grant					
VISNUR VISITING NURSES ASSN. OF CENTR		23-00682	Nursing Services Blanket 2023	7,167.00	0.00	B
DOUSCH DOUGLAS SCHULTZ		23-01741	REIMBURSEMENT FOR CLASSES	240.00	0.00	
				7,407.00		
	Extd Total:			7,407.00		
	Department Total:			7,407.00		
G-02-43-960-023-220	APBOE School Resource Officer					
LANASO LANIGAN ASSOCIATES. INC.		23-01113	BODY ARMOR VESTS	267.77	0.00	
	Extd Total:			267.77		
	Department Total:			267.77		
	CAFR Total:			324,180.10		
	Fund Total: GRANT FUND BUDGET:			324,180.10		
	Year Total:			324,180.10		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2019 CDBG B19-MC340100 CFDA 14.218					
T-17-76-850-850-012	Reprogrammed Funds					
VORTE010 VORTEX USA INC.		23-00451	Installation of New Equipment	8,614.41	0.00	
MARREC MRC, INC. F/K/A MARTURANO		23-01306	Exercise Equipment	12,585.60	0.00	
				21,200.01		
	Extd Total: 2019 CDBG B19-MC340100 CFDA 14.218			21,200.01		
	Department Total:			21,200.01		
	CAFR Total:			21,200.01		

Attachment: Bill List 6-28-23 (2023-339 : Payment of Bills)

June 22, 2023
09:59 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 13

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	2020 CDBG B20MC340100 CFDA 14.218					
T-17-78-850-850-012 VORTE010 VORTEX USA INC.	2020 Reprogrammed Funds	23-00451	Installation of New Equipment	64,774.00	0.00	
	Extd Total: 2020 CDBG B20MC340100 CFDA 14.218			64,774.00		
	Department Total:			64,774.00		
	CAFR Total:			64,774.00		
Extd:	2021 CDBG B21MC340100 CFDA 14.218					
T-17-80-850-850-007 VORTE010 VORTEX USA INC.	2021 Water Spray Park	23-00451	Installation of New Equipment	143,057.00	0.00	
	Extd Total: 2021 CDBG B21MC340100 CFDA 14.218			143,057.00		
	Department Total:			143,057.00		
	CAFR Total:			143,057.00		
Extd:	2022 CDBG B-22-MC-34-0100					
T-17-81-850-850-001 YESGRA YES GRAPHIC	2022 Administration	23-01215	Poster Board for Job Fair	50.00	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		23-01620	Board rendering for Ceremony	65.00	0.00	
				115.00		
T-17-81-850-850-004 VORTE010 VORTEX USA INC.	2022 Water Spray Park	23-00451	Installation of New Equipment	110,000.00	0.00	
	Extd Total: 2022 CDBG B-22-MC-34-0100			110,115.00		
	Department Total:			110,115.00		
	CAFR Total:			110,115.00		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			339,146.01		
Fund:	TRUST OTHER					
T-20-56-850-851-801 GREER005 GREER LAW FIRM	Reserve for Public Defender	23-01793	add'l public defender JUNE '23	500.00	0.00	
	Extd Total:			500.00		
T-20-56-850-868-801 CMRSFP CMRS-FP	Reserve for P.O.A.A.	23-01797	postage	10,000.00	0.00	
	Extd Total:			10,000.00		
	Department Total:			10,500.00		
	CAFR Total:			10,500.00		
	Fund Total: TRUST OTHER			10,500.00		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-274-000-299 CLACAN CLARKE CATON HINTZ PC	208 MAIN STREET (DB VENTURES, LLC)	23-01553	PB/ZB CCH PROF SVS GENERAL	217.50	0.00	

Attachment: Bill List 6-28-23 (2023-339 : Payment of Bills)

June 22, 2023
09:59 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No: 16

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-274-000-299 JACSER JACK A. SERPICO	208 MAIN STREET (DB VENTURES, LLC)	23-01656	Continued ZB & PB LEGAL SVS MAY INVOICES	75.00 292.50	0.00	
	Extd Total:			292.50		
	Department Total:			292.50		
T-21-00-397-000-299 CLACAN CLARKE CATON HINTZ PC HILLW005 HILL WALLACK LLP TMASSO T & M ASSOCIATES	545 LAKE AVENUE(COOKMAN COMMUNITY, LLC)	23-01553 23-01750 23-01812	PB/ZB CCH PROF SVS GENERAL Invoice 719641 545 Lake Ave. LAF444919 545 Lake Ave.	145.00 788.00 256.83 1,189.83	0.00 0.00 0.00	
	Extd Total:			1,189.83		
	Department Total:			1,189.83		
T-21-00-498-000-299 CLACAN CLARKE CATON HINTZ PC	704 4TH AVE(13 GRAND POINT WAY, LLC)	23-01553	PB/ZB CCH PROF SVS GENERAL	1,667.50	0.00	
	Extd Total:			1,667.50		
	Department Total:			1,667.50		
T-21-00-499-000-299 TMASSO T & M ASSOCIATES	216-2183RD/215-219 2ND(TRC)(K.HOVNANIAN)	23-01820	LAF444921 Baltic & Aegean	958.36	0.00	
	Extd Total:			958.36		
	Department Total:			958.36		
Department: B.A.N's						
T-21-00-521-000-299 CLACAN CLARKE CATON HINTZ PC	637/701 LAKE AVENUE(DOUGLAS DEVELOPMENT)	23-01553	PB/ZB CCH PROF SVS GENERAL	4,143.75	0.00	
	Extd Total:			4,143.75		
	Department Total: B.A.N's			4,143.75		
T-21-00-546-000-299 CLACAN CLARKE CATON HINTZ PC	407 LAKE AVENUE(TOLL ASBURY PARK, LLC)	23-01553	PB/ZB CCH PROF SVS GENERAL	580.00	0.00	
	Extd Total:			580.00		
	Department Total:			580.00		
T-21-00-549-000-299 HILLW005 HILL WALLACK LLP	929 ASBURY/1000 1ST(PARTNER PROP.,LLC)	23-01750	Invoice 719641 545 Lake Ave.	245.00	0.00	
	Extd Total:			245.00		
	Department Total:			245.00		
T-21-00-550-000-299 CLACAN CLARKE CATON HINTZ PC	115 4TH/1209 OCEAN/150 5TH(SOMERSET AP)	23-01553	PB/ZB CCH PROF SVS GENERAL	797.50	0.00	

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June 22, 2023
09:59 AM

CITY OF ASBURY PARK
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3.D.1.a
Page No: 17

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-550-000-299 JACSER JACK A. SERPICO	115 4TH/1209 OCEAN/150 5TH(SOMERSET AP) Continued	23-01656	ZB & PB LEGAL SVS MAY INVOICES	450.00 1,247.50	0.00	
	Extd Total:			1,247.50		
	Department Total:			1,247.50		
T-21-00-551-000-299 JACSER JACK A. SERPICO	700 MONROE AVE(MONROE AVENUE REALTY, LLC)	23-01656	ZB & PB LEGAL SVS MAY INVOICES	112.50	0.00	
	Extd Total:			112.50		
	Department Total:			112.50		
T-21-00-557-000-299 CLACAN CLARKE CATON HINTZ PC	1109 GRAND AVENUE(ANDREW & LIANA MOSS)	23-01553	PB/ZB CCH PROF SVS GENERAL	72.50	0.00	
	Extd Total:			72.50		
	Department Total:			72.50		
T-21-00-560-000-299 CLACAN CLARKE CATON HINTZ PC	614 COOKMAN AVENUE(614 COOKMAN, LLC)	23-01553	PB/ZB CCH PROF SVS GENERAL	725.00	0.00	
	Extd Total:			725.00		
	Department Total:			725.00		
T-21-00-561-000-299 CLACAN CLARKE CATON HINTZ PC	1205 PINE STREET(SCOTT BARNETT)	23-01553	PB/ZB CCH PROF SVS GENERAL	72.50	0.00	
	Extd Total:			72.50		
	Department Total:			72.50		
T-21-00-567-000-299 CLACAN CLARKE CATON HINTZ PC	1201 FIRST AVENUE(JASON TUCKER)	23-01553	PB/ZB CCH PROF SVS GENERAL	797.50	0.00	
	Extd Total:			797.50		
	Department Total:			797.50		
T-21-00-572-000-299 TMASSO T & M ASSOCIATES	202 7TH AVE(INSF.FEES)(202 7TH AVE, LLC)	23-01818	LAF444920 202 7th Ave.	625.00	0.00	
	Extd Total:			625.00		
	Department Total:			625.00		
T-21-00-577-000-299 JACSER JACK A. SERPICO	201 MEMORIAL/900 MATTISON(CONCRETE PROP)	23-01656	ZB & PB LEGAL SVS MAY INVOICES	112.50	0.00	
	Extd Total:			112.50		
	Department Total:			112.50		

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June 22, 2023
09:59 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 10

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-584-000-299	1109 1/2 FIFTH AVENUE(ANGELICA ARISTONE)					
CLACAN CLARKE CATON	HINTZ PC	23-01553	PB/ZB CCH PROF SVS GENERAL	797.50	0.00	
	Extd Total:			797.50		
	Department Total:			797.50		
T-21-00-585-000-299	BALTIC & AEGEAN(INSPECTION FEES)(K.HOV)					
TMASSO T & M ASSOCIATES		23-01672	LAF44331 K. Hovnanian Baltic	4,160.00	0.00	
TMASSO T & M ASSOCIATES		23-01820	LAF444921 Baltic & Aegean	1,224.14	0.00	
				<u>5,384.14</u>		
	Extd Total:			5,384.14		
	Department Total:			5,384.14		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			19,023.58		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			19,023.58		
Fund:	ISTAR-2 ESCROW FUND:					
T-42-56-850-850-802	ISTAR-2 ESCROW - Miscellaneous					
MARFAL MARAZITI FALCON, LLP		23-01647	PROFESSIONAL SERVICES RENDERED	16,382.97	0.00	
	Extd Total:			16,382.97		
	Department Total:			16,382.97		
	CAFR Total:			16,382.97		
	Fund Total: ISTAR-2 ESCROW FUND:			16,382.97		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-830	216-218 3RD AVENUE(K.HOVNANIAN CO.,LLC)					
MARFAL MARAZITI FALCON, LLP		23-01549	PROFESSIONAL SERVICES RENDERED	10,270.00	0.00	
T-48-56-850-000-842	ISTAR-BLK 4001(AP BLK 4001 VENTURE, LLC)					
MARFAL MARAZITI FALCON, LLP		23-01549	PROFESSIONAL SERVICES RENDERED	390.00	0.00	
T-48-56-850-000-846	407 LAKE AVENUE(TOLL ASBURY PARK, LLC)					
MARFAL MARAZITI FALCON, LLP		23-01549	PROFESSIONAL SERVICES RENDERED	357.50	0.00	
T-48-56-850-000-849	901/201 MEMORIAL DR(CONCRETE PROP,LLC)					
HILLW005 HILL WALLACK LLP		23-01751	Invoice 719642 928 Bangs Ave.	35.00	0.00	
T-48-56-850-000-850	115 4TH AVENUE(SOMERSET ASBURY PARK,LLC)					
MARFAL MARAZITI FALCON, LLP		23-01549	PROFESSIONAL SERVICES RENDERED	162.50	0.00	
MARFAL MARAZITI FALCON, LLP		23-01713	PROFESSIONAL SERVICES RENDERED	<u>9,702.39</u>	0.00	
				9,864.89		

Attachment: Bill List 6-28-23 (2023-339 : Payment of Bills)

June 22, 2023
09:59 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No: 19

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-855 MARFAL MARAZITI FALCON, LLP	1401 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)	23-01549	PROFESSIONAL SERVICES RENDERED	877.50	0.00	
	Extd Total:			21,794.89		
	Department Total:			21,794.89		
	CAFR Total:			21,794.89		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			21,794.89		
	Year Total:			406,847.45		
Total Charged Lines: 389 Total List Amount: 1,902,099.67 Total Void Amount:				0.00		

Attachment: Bill List 6-28-23 (2023-339 : Payment of Bills)

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	2-01	18,648.49	0.00	0.00	18,648.49
SEWER UTILITY: BUDGET:	2-07	13,958.00	0.00	0.00	13,958.00
Year Total:		32,606.49	0.00	0.00	32,606.49
CURRENT	3-01	956,610.12	0.00	0.00	956,610.12
BEACH	3-05	16,309.46	0.00	0.00	16,309.46
TRANSPORTATION UTILITY: BUDGET:	3-06	29,676.00	0.00	0.00	29,676.00
SEWER UTILITY: BUDGET:	3-07	77,454.58	0.00	0.00	77,454.58
Year Total:		1,080,050.16	0.00	0.00	1,080,050.16
GENERAL CAPITAL FUND BUDGET:	C-04	16,485.22	0.00	0.00	16,485.22
PARKING CAPITAL	C-09	41,930.25	0.00	0.00	41,930.25
Year Total:		58,415.47	0.00	0.00	58,415.47
GRANT FUND BUDGET:	G-02	324,180.10	0.00	0.00	324,180.10
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	339,146.01	0.00	0.00	339,146.01
TRUST OTHER	T-20	10,500.00	0.00	0.00	10,500.00
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	19,023.58	0.00	0.00	19,023.58
ISTAR-2 ESCROW FUND:	T-42	16,382.97	0.00	0.00	16,382.97
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	21,794.89	0.00	0.00	21,794.89
Year Total:		406,847.45	0.00	0.00	406,847.45
Total of All Funds:		1,902,099.67	0.00	0.00	1,902,099.67

June 28, 2023 Council Meeting

Balance Brought Forward from Total List Amount	\$ 1,902,099.67
Deseree Spinks (23-01734)	\$ 500.00
Joseph Makowiecki (23-01731)	\$ 1,000.00
Max C. Adolf (23-01732)	\$ 500.00
Michael Mazza (23-01728)	\$ 1,000.00
Ryan Gregg (23-01730)	\$ 500.00
At the Table (23-01504)	\$ 370.00
NJ Dept. of Transportation (23-01740)	\$ 395.00

Total:	<u>\$ 1,906,364.67</u>
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Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-340

Authorizing the purchase of Case Management Software for the Social Services not-to-exceed \$9,010.00 utilizing Opioid Settlement Grant Funds.



RESOLUTION NO. 2023-340

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

RESOLUTION AUTHORIZING THE PURCHASE OF CASE MANAGEMENT FOR SOCIAL SERVICES

WHEREAS, the City has a need to purchase case management software for the Social Services Department; and

WHEREAS, the City has solicited and obtained four quotes from TheraManger Docu Trac, File Bank, Salesforce/Carasoft Technology and CampRec; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for case management software to TheraManger/ Docu Trac an amount not-to-exceed \$9,010.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts G-02-43-956-022-217. 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 case management software in the amount of \$9,010.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Social Services, Director of IT 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. 2023-340 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

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

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

Tuesday, June 20, 2023

To: Finance Department
From: Social Services
RE: Upgrade database/Opioid Funding

We are looking to move forward with the database upgrade from the MS Access program to a web based, secure database. With the assistance of IT Joe, we have vetted a few products and we are choosing to work with TheraManager/DocuTrac.

We had a quote from File Bank, it was for 2 users, more expensive and they were building a database "special" for us. File Bank was a cost of \$108.90/ user (5x= \$544.50) with an additional costs of \$37.50 and \$220 for a monthly cost of \$802.

We have a quote from Salesforce/Carasoft Technology, they are a government contract, but the initial cost is \$58,593 and an annual cost of \$18,116. Their program was very nice, but too costly. We also spoke to CampRec. They were going to adapt their program to meet our needs, they were modestly priced (\$2850 per annum) but they could not roll our current data into their program. It would require 6000+ individual entries.

The TheraManager program is an established social services/medical program and has an implementation cost of \$2500, of which 25% (\$625) is credited when the program goes live and another 25% (\$625) is credited at 6 months after 6 months. The net startup cost, is therefore \$1250. The monthly cost is \$542.50.



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TheraManager, LLC
SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and effective 06/08/2023 by and between TheraManager, LLC ("THE COMPANY") and **City of Asbury Park - Department of Social Services**, located at **1 Municipal Plaza , Asbury Park, NJ 07712** ("Licensee").

The Company has developed and licenses users its software program marketed under the name TheraManager (the "Software"). Licensee desires to utilize access to the Software subject to Licensee's continuous compliance with this Agreement and payment of applicable license or subscription fees, the Company grants Licensee a non-exclusive, non-transferable, and limited license to use the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Company and Licensee agree as follows:

1. License

The Software is provided by the Company and protected by United States copyright laws and international treaty provisions. Therefore, you must treat the Software like any other copyrighted material. TheraManager is a registered trademark owned by the Company. The Company hereby grants to Licensee a non-exclusive, non-transferable, and limited license to use the Software in the United States of America and to:

1. Use the Software in its own business operations, products, and services which include practice management software for the healthcare industry.
2. access and use the Software for Customer's internal, lawful, business use, and to the extent Customer has paid the applicable fees for such access and use. Customer acquires no right to the Software or to the information and data contained in the Software, except the right to use such information and data solely for Customer's own internal business purposes, in accordance with this Agreement. The provisions of updated Current Procedural Terminology ("CPT") codes are dependent on the continuing contractual relationship between the Company and Customer.
3. use the documentation supplied with the Software during the term of this Agreement in support of Licensee's use of the Software.

2. Restrictions

1. United States and international copyright laws protect the Software, the accompanying documentation and the file contents. Customer acknowledges that the Software, the process and technologies included therein, as well as any other information or materials made available to Customer by the Company through the Software are valuable assets, trade secrets, and/or copyrighted material. Under no circumstances may the Customer copy the Software or the accompanying documentation for the purposes of distribution to others. Under no conditions may Customer remove the copyright notices on the Software or the accompanying documentation. Customer agrees not to decompile, reverse engineer, or otherwise attempt to discover the source code of the Software.



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2. This license is also binding as to any updates or revisions of the Software, as received in any future distribution.
3. The Software may include CPT, which is commercial technical data and/or commercial computer databases and/or commercial computer data and/or commercial computer data documentation, as applicable, which were developed exclusively at private expense by the American Medical Association, 515 N. State Street, Chicago, IL 60610. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer databases and/or commercial computer data and/or commercial computer data documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June, 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June, 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June, 1987) and FAR 52.227-19 (June, 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.
4. Licensee shall not access the Software, documentation or any portion thereof after any expiration, termination, or cancellation of this Agreement or any license granted hereunder.
5. Licensee shall not rent, sell, lease, lend, sublicense, transfer, or otherwise make available the Software.
6. Licensee shall not use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person or that violates applicable law.

3. Updates to Software

As part of this Agreement, the Company agrees to maintain said Software with upgrades, fixes and other routine maintenance as it deems necessary. For the avoidance of doubt, Company is under no obligation to upgrade the Software; however, any update, bug fixes, patches or other error corrections to the Software that Company generally makes available free of charge to all licensees of the Software shall be provided to Licensee when made by Company.

4. Confidentiality

During the Term of this Agreement, either Party may disclose or make available to the other Party information about its business affairs, products, trade secrets, data received from providers, payers, the Company, and other entities, and other sensitive or proprietary information, whether orally or in written form, and whether or not marked or otherwise identified as "confidential," which may constitute confidential or proprietary information of a Party, patients, providers, payers or other persons or entities (collectively, "Confidential Information"). Neither Party shall either disclose or utilize any data relating to the Company's services except for the purposes that the data is intended to be used and to its employees or agents who have a need to know the Confidential Information. Each Party shall maintain the confidentiality of the Confidential Information using at least the same security measures used to protect its own Confidential Information. The Company agrees to hold all Confidential



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Information in strict confidence. The Company agrees not to make the Confidential Information available in any form to any third party or to use the Confidential Information for any purpose other than for uses permitted hereunder. The Company agrees to take all reasonable steps to ensure that the Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of the Agreement. Upon termination of this Agreement, each Party agrees to promptly return all copies, in any form, of the other Party's Confidential Information, or destroy all such copies and certify to such destruction in writing, except as otherwise limited by the Business Associate Agreement. In addition to the obligations for Confidential Information herein, the Company and Licensee shall enter into a Business Associate Agreement for compliance with HIPAA regulations in the form provided by Company.

5. User IDs and Security

Licensee's User ID is personal to Licensee only and shall be disclosed only to Licensee's employees who have a need to access the Software and who agree to abide by the terms of this Agreement. It shall be the ongoing responsibility of Licensee to administer User ID(s) for anyone to whom Licensee has granted access to the Software, and to ensure that User ID(s) are revoked for persons who no longer require access to the Software or who are no longer employed by Licensee. All fees incurred by and acts and omissions of persons to whom Licensee has disclosed a User ID shall be Licensee's sole responsibility.

6. Customer Data

All data uploaded by Licensee remains the sole property of Licensee, as between the Company and Licensee ("Customer Data"), subject to the other terms of this Agreement. Licensee may at any time, for a prepaid processing fee, request a copy of its Customer Data, to be delivered electronically or on physical media in encrypted format, from the Software.

7. Fee

1. In consideration for the grant of access and the use of the Software, Licensee agrees to pay the Company a non-refundable per encounter fee pursuant to the Company's, standard fee as shown on the TheraManager proposal (see Schedule A attached).
2. During the course of business, the Licensee may sign up for some additional services (e.g. Call Reminders) which would incur additional charges calculated on a monthly basis. These will be charged monthly in advance at the same rate as described in the proposal or any documentation attached thereto.
3. In reference to any patient statement billing sent from TheraManager, in the event of a postage cost increase, the Company reserves the right to immediately pass through this cost increase to Licensee. Following the one-year anniversary of this Agreement, the Company may review pricing and Licensee will be notified in writing at least thirty (30) days before any non-postage related increase is applied. Overweight and foreign postage is billed as incurred unless noted differently.

8. Warranty of Title

The Company hereby represents and warrants to Licensee that the Company is authorized to provide access to the Software or otherwise has the right to grant to Licensee the rights set forth in this Agreement. In the event of



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any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require the Company to: i) procure, at the Company's expense, the right to use the Software, ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach, or iii) refund to Licensee the full amount of the license fee upon the return of the Software and all copies thereof to the Company. The choice of remedy shall be at the Company's sole discretion.

9. Warranty of Functionality

The Company represents and warrants that its services will materially conform to the Company's specifications. In the event that a documented and reproducible inconsistency is discovered, the Company's sole responsibility shall be to use commercially reasonable efforts to affect a correction of such inconsistency in a timely manner.

10. General Representations and Warranties

1. The Company will implement its "best efforts" in order to correct any problems with data transmission, processing and/or corruption or delay of data, and/or reporting of results back to Licensee.
2. Each Party acknowledges that it enters into this Agreement of its own accord and does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided herein. All conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law. Each Party acknowledges that complex computer systems, Software and information processing services such as the Parties respective EDI services are rarely totally free of defects, perform without interruption, or provide complete security, and neither Party warrants the same. The Company does not warrant that the Software will meet Licensee's requirements. Licensee acknowledges that the Software has not been developed according to Licensee's specifications or otherwise custom-made for Licensee.
3. The Company does not guarantee protection from errors or data loss caused by the end user.
4. The Company does not warrant that the Software will be error-free. The Company will make reasonable efforts at its discretion to effect a correction of program defects, provided they are reported in a timely manner and with sufficient documentation to allow accurate identification of the nature of the error. Any error or fault in the Software shall be reported to the Company at its below listed address.

11. Payment

1. Licensee shall pay all fees (US\$) with credit card information retained by the Company's credit card processor, which such storage practices and practices shall be subject to such processor's terms and conditions. If the credit card is not valid or accepted, the subscription and the related license to the Software provided herein will cease until such time as the Licensee can furnish a valid card. Failure to pay agreed upon continuing fees in a timely manner shall allow the Company to suspend access to the Services and to terminate access to the Services. All amounts described herein are exclusive of all federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, the amount of all payments hereunder is subject to an increase equal to the amount of



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any tax the Company may be required to collect or pay in connection with the Services or related services other than any tax on the net income of the Company. By subscribing to the Services, Licensee is expressly agreeing that the Company is permitted to bill Licensee a subscription fee, any ancillary fees, applicable tax and any other charges Licensee may incur in connection with Licensee's use of the Services. As used in this Agreement, "billing" shall indicate a charge against Licensee's credit card. LICENSEE REPRESENTS AND WARRANTS THAT LICENSEE HAS THE LEGAL RIGHT TO USE THE PAYMENT METHOD LICENSEE PROVIDES. The subscription fee will be billed at the beginning of the Licensee's subscription and each month thereafter until Licensee cancels its subscription. All fees, taxes and charges are **nonrefundable**. There will be no refunds or credits for partially used periods, unless required by applicable law. If there is a change in Licensee's agreed upon payment method, (monthly invoicing), Licensee shall advise the Company in order to assure continued availability of the Services.

2. All fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Company's income. However, Company reserves the right to charge sales tax to Licensee and remit such sales tax to Licensee's home state at any time, which shall be a separate line item on any invoice issued by Company.

12. Warranty Disclaimer

THE COMPANY'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except and to the extent expressly herein provided, the Software and documentation are provided "AS IS". There is no warranty against interference with Licensee's enjoyment of the Software or against infringement of proprietary rights of another. Licensee assumes the entire liability for the selection and use of the Software and documentation, and the Company shall have no liability for any malfunctions, errors, defects, or loss of data resulting from or related to the use of the Software and/or documentation.

13. Indemnification

1. Company Indemnification.
 - a. Company shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("Losses") incurred by Licensee resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Software is in breach of the Warranty of Title in Section 8, provided that Licensee promptly notifies the Company in writing of the claim, cooperates with Company, and allows Company sole authority to control the defense and settlement of such claim.
 - b. If such a claim is made or appears possible, the remedies set forth in Section 8 shall apply. If Company determines that none of those alternatives are reasonably available, Company may



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terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Licensee.

- c. This Section (and Section 8) will not apply to the extent that the alleged infringement arises from: (A) use of the Software in combination with data, software, hardware, equipment, or technology not provided by Company or authorized by Company in writing; (B) modifications to the Software not made by Company; or (C) use of any version other than the most current version of the Software delivered to Licensee.

2. Licensee Indemnification. Licensee shall indemnify, hold harmless, and, at Company's option, defend Company from and against any Losses resulting from any Third-Party Claim based on Licensee's: (i) negligence or willful misconduct; (ii) use of the Software in a manner not authorized or contemplated by this Agreement; (iii) modifications to the Software not made by Licensor; or (iv) use of any version other than the most current version of the Software delivered to Licensee, provided that Licensee may not settle any Third-Party Claim against Company unless such settlement completely and forever releases Company from all liability with respect to such Third-Party Claim or unless Company consents to such settlement, and further provided that Company will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

14. Limitation of Liability

In no event shall the Company be liable for any indirect, special, incidental, exemplary, punitive or consequential damages arising out of or in any way related to this Agreement. In no event shall the Company be liable for any damages, losses or causes of action whether in contract, tort (including negligence) or otherwise, the use or inability to use the services, or for any claim by a third party even if the Company has been advised of the possibility of such damages. This includes without limitation, damages incurred by a Party's customer(s), even if that Party has been advised of the possibility of such damages, including, but not limited to, lost profits, lost business opportunities, lost or damaged data or other similar damages. The Company does not guarantee the payment from any payer, the receipt of any claim by any payer or that any payer will process or acknowledge any EDI transaction. The Company's aggregate liability to Licensee under this agreement shall not exceed, under any circumstances, the price paid to the Company for the specific service in question during the one (1) year period preceding the date the cause of action giving rise to the liability arose. The foregoing limitation of liability represents the Allocation of Risk of failure between the Parties as reflected in the pricing hereunder and is an essential element of the basis of the bargain between the Parties. In the event that the Company fails to perform by either inaccurately transmitting data or failure to transmit data, then the Company's sole obligation and liability shall be to furnish credits on subsequent invoices for the actual price paid by the Licensee. Except to the extent expressly set forth in this Section and "any representations and warranties set forth herein, the Company shall have no responsibility or liability to the Licensee or such 'Licensee's customers with regard to actions of third parties, including but not limited to disputes concerning payment of claims, eligibility status of a patient, or any payer submitted information. Information submitted by a payer to the Company or any third party is no guarantee of payment and does not constitute a promise to pay; eligibility information is subject to change, and waiting periods may apply. CPT Editorial Content as contained in the Software is provided as is without any liability to the AMA, including without limitation, no liability for consequential or special damages, or lost profits for sequence, accuracy, or completeness of data, or that it will meet 'Licensee's requirements and that the AMA's sole



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responsibility is to make available to the Company replacement copies of the Editorial Content if the data is not intact; and that the AMA disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in Editorial content.

15. Force Majeure

the Company shall not be responsible for any delay or failure of performance hereunder resulting from acts or omissions beyond the Company's control, including but not limited to acts of God or of the public enemy, acts of the United States Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, electrical power failures, unusually severe weather, war, riots, embargoes, strikes, shortages of labor or materials, accident or casualty, unavailability of data transmission instrumentalities or any other occurrences recognized under the legal principle of "force majeure." The Company shall not be responsible to Reseller or its Clients for interruptions or cancellations arising from non-cooperation and/or non-participation of third party information suppliers. If the Company's failure to provide Services is caused by the default of a subcontractor and if such default arises out of causes beyond the control of both the Company and the subcontractor, the Company shall not be liable unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Company to fulfill its obligations hereunder.

16. Notice

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

TheraManager DocuTrac
 Attn: Melissa Tran
 P.O. Box 309
 Funkstown, MD 21734

City of Asbury Park - Department of Social Services
 Doug Schultz
 1 Municipal Plaza
 Asbury Park, NJ 07712

17. Governing Law

The laws of the State of Maryland shall govern this Agreement. Any dispute arising out of or relating to this Agreement, use of the Software, or use of the documentation shall be resolved only by binding, final, and non-appealable arbitration conducted in Maryland in accordance with the rules of the American Arbitration Association.

18. No Assignment

Licensee may not transfer or assign this Agreement or any interest in this Agreement or the Software without the prior express written approval of the Company, which approval may be withheld at the discretion of the Company

19. Final Agreement

This Agreement is the complete agreement and understanding between the parties with respect to the Software and documentation, and supersedes all prior oral, written or other representations and agreements. This Agreement may only be amended in writing by an authorized officer of the Company.

20. Severability



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If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

21. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

22. Term

The term of the Agreement shall continue for a period of 1 year from the date the first payment is incurred by the Licensee (the "Term"). Upon expiration of the Term or of any renewal term, this Agreement shall automatically renew for successive 1-year terms on a calendar-year basis. Upon such automatic renewal, the Company shall have the right to modify the fees set forth in Schedule A. Company must provide advance notice of 30 days to Licensee of any such change, and Licensee shall have such 30-day period to terminate this Agreement without penalty by providing written notice to Company if it objects to the modifications. If Licensee does not provide such written notice, Licensee shall be deemed to have accepted and consented to the change in fees. Upon the completion of the Term, either Party may cancel effective at any year-end (December 31st), so long as they have provided at least 60 days' prior written notice to the other Party. The Company will not deem Licensee's account closed until all payments per the payment terms for services rendered have been received. Either Party may modify this contract only with the consent of the other Party.

23. Termination

In addition to any other express termination right set forth in this Agreement:

1. Company may terminate this Agreement, effective on written notice to Licensee, if Licensee: (A) fails to pay any amount when due hereunder, and such failure continues more than 10 days after Company's delivery of written notice thereof; or (B) breaches any of its obligation in Sections 2 or 4;
2. either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach;
3. either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
4. Company may terminate this Agreement for any reason upon 90 days advance written notice to Licensee.

24. Actions upon Termination



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1. Upon any termination as provided above, Licensee shall pay any unpaid fees covering the remainder of the Term or of any renewal term.
2. Upon any termination of this Agreement and as long as Licensee has paid all amounts due the Company, the Company will provide to Licensee access to the Customer Data. Licensee will have access limited to downloading Customer Data for a period of thirty (30) days after termination. The delivered data will be in the TheraManager format, any modification of the data will be the total responsibility of the Licensee. Upon expiration of the thirty (30) day period, the Company shall have the right to purge all Customer Data.

IN WITNESS WHEREOF, the Company and Licensee have executed this Software License Agreement on the day and year first above written.

Name:
 (TheraManager Signature)

Name:
 (Client Signature)

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

TheraManager DocuTrac
 P.O. Box 309
 Funkstown, MD 21734

City of Asbury Park - Department of Social Services
 1 Municipal Plaza
 Asbury Park, NJ 07712



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TheraManager, LLC
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made as of 06/08/2023 ("Effective Date") by and between TheraManager, LLC. ("Business Associate"), a Delaware LLC, and **City of Asbury Park - Department of Social Services** ("Covered Entity"), located at **1 Municipal Plaza Asbury Park, NJ 07712** for purposes of complying with the Privacy and Security Rules promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), regulations promulgated under HIPAA and the HITECH Act by the U.S. Department of Health and Human Services, and other applicable laws.

Whereas, TheraManager is in the business of producing, selling, installing, and supporting clinical software, and in the normal course of installation and support of said software will, from time to time, have access to PHI, and

Whereas, the Covered Entity is in the business of providing clinical services, has purchased software and support services from TheraManager, and acknowledges TheraManager's need for occasional access to PHI in the furtherance of its support activities.

Now, therefore, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.

Business Associate: "Business Associate" shall mean TheraManager LLC.

Covered Entity: "Covered Entity" shall mean the party designated above, named in the preface to this Agreement.

Individual: "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

Privacy Rule: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

Protected Health Information: "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 164.501. [45 CFR § 160.103; 45 CFR § 501]

Required By Law: "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

Secretary: "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.



2. Obligations and Activities of Business Associate

2.1. Business Associate agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as Required by Law.

2.2. Business Associate agrees to use appropriate safeguards, to prevent use or disclosure of the PHI other than as provided for by this Agreement.

2.3. Notification of Breach: During the term of this Agreement, Associate shall notify COVERED ENTITY within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

2.4. Business Associate agrees to report to the Covered Entity any use or disclosure of the PHI not provided for by this Agreement.

2.5. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from the Covered Entity, or created by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

2.6. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

2.7. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

2.8. Business Associate agrees to provide to the Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with Section 2.7 of this Agreement, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

3. Permitted Uses and Disclosures by Business Associate

3.1. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or to provide services to, the Covered Entity to facilitate in the installation, implementation, upgrading, troubleshooting, claims processing, and any other ongoing technical support issues arising out of the purchase or subscription to use computer software provide by the Business Associate.

3.2. Except as otherwise limited in this Agreement, Business Associate may disclose PHI, provided that such disclosures are required by law, to any government affiliated Law Enforcement Entity having jurisdiction over Business Associate or Covered Entity. After advising the Covered Entity in writing, Business Associate may disclose PHI to necessary third parties, e.g., clearinghouses, only after obtaining reasonable assurances from the person that disclosures will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed, and the person notifies Business Associate of any instances



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when confidentiality is breached.

3.3 Covered Entity shall disclose the following information to Business Associate in accordance with the terms of the Agreement: Patient Demographics, Billing, and Medical Information.

3.4 The viewing and transfer of data containing PHI belonging to the Covered Entity shall occur over a secure connection agreed upon by mutual consent of the Covered entity and the Business Associate prior to the viewing or the transfer.

4. Obligations of Covered Entity

4.1. The Covered Entity shall provide Business Associate with the Notice of Privacy Practices that it produces in accordance with 45 CFR § 164.520, as well as any changes to such Notice.

4.2. The Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

4.3. The Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522.

5. Permissible Requests by Covered Entity

The Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

6. Term and Termination

6.1. **Term:** The Term of this Agreement shall be effective as of the Effective Date, and shall terminate when the Covered Entity's Software Maintenance expires and is no longer in effect.

6.2. a. **Termination for Cause:** Upon the discovery of a material breach by Business Associate, the Covered Entity shall provide an opportunity for Business Associate to cure the breach, or end the violation and terminate this Agreement and any related Agreement, if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or immediately terminate this Agreement and any related Agreement if a cure is not possible.

6.2. b. **Judicial or Administrative Proceedings:** Either party may terminate this Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

6.3. **Effect of Termination:** Except as provided for elsewhere in this section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity. This provision also shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further



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uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Indemnification

Each party will indemnify, hold harmless and defend the other party to this Agreement from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Agreement; and (ii) any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Agreement.

8. Other Terms

8.1. Amendment: The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

8.2. Amendment: The Parties hereby agree that this agreement is subject to an amendment dated 9/23/2013 that specifies responsibilities and obligations that are laid out in the HIPAA Omnibus Final Rule that was adopted on January 25, 2013 with a compliance date of September 23, 2013 (78 Fed. Reg. 5,566 Final Rule).

8.3. Survival: The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.

8.4. Interpretation: Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule.

9. Correspondence

Pursuant to the requirements of this agreement, all requests for information and notifications shall be made in writing to each party's designated representative, at the address noted below.

TheraManager DocuTrac
 Director of Quality Control + Compliance
 P.O. Box 309
 Funkstown, MD 21734

City of Asbury Park - Department of Social Services
 Doug Schultz
 1 Municipal Plaza
 Asbury Park, NJ 07712

10. Entire Agreement

This agreement contains all of the agreements and understandings between the parties with respect to the subject matter hereof. No agreement or other understanding, in any way modifying the terms hereof will be binding, unless made in writing as a modification or amendment to this Agreement and executed by both parties.

In Witness Whereof, Covered Entity and Business Associate agree to and intend to be legally bound by all terms and conditions set forth above and hereby execute this Agreement as of the effective date above written.



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Name:
(TheraManager Signature)

Printed Name:

Title:

Date:

TheraManager DocuTrac
P.O. Box 309
Funkstown, MD 21734

For the Covered Entity:

Name:
(Client Signature)

Printed Name:

Title:

Date:

City of Asbury Park - Department of Social Services
1 Municipal Plaza
Asbury Park, NJ 07712



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TheraManager - Cloud Hosting Agreement

This Cloud Hosting Agreement dated 06/08/2023 represents the understanding between TheraManager, LLC (hereinafter referred to as "TheraManager") whose mailing address is P.O. Box 309, Funkstown, MD 21734-0309 and **City of Asbury Park - Department of Social Services**, with an office at **1 Municipal Plaza Asbury Park, NJ 07712** (hereinafter referred to as "Client").

Subject to the terms and conditions of this Agreement and in exchange for monies as described in the section "Rates" below, TheraManager hereby grants Client a non-exclusive and non-transferable limited Subscription to access the TheraManager software, which Client already purchased, remotely over the Internet from a hosted server designated by TheraManager. Client acknowledges that no new or additional right, title or interest to the Software is granted by this Hosting Agreement. In addition, TheraManager retains all other rights not expressly granted herein, including, without limitation, all copyrights, trademarks, patents and trade secrets.

TheraManager will be responsible for the operation of the software as well as providing periodic program changes in order to resolve issues in and/or enhance the Software. THERAMANAGER SHALL NOT BE SUBJECT TO ANY LIABILITY, IN CONTRACT, TORT, OR OTHERWISE RELATING TO THE SOFTWARE OR THIS AGREEMENT. IN PARTICULAR, WITHOUT LIMITATION OF THE FOREGOING, IN NO EVENT SHALL THERAMANAGER OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, EVEN IF THERAMANAGER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THERAMANAGER'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL HOSTING FEES ACTUALLY PAID BY CLIENT TO THERAMANAGER UNDER THIS AGREEMENT DURING THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE SUBJECT CLAIM FOR DAMAGES.

The support will be telephone support available from 9:00 a.m. to 5:00 p.m. ET, Monday through Friday, excluding U.S. holidays, or at other times by arrangement and at the discretion of TheraManager. Scheduled staff training sessions via teleconference are also included with the support coverage). On-site training can be provided on an extra-cost basis.

Price: Included in Schedule A

Term: Included in License Agreement

Accepted and Agreed To:

Name:
 (TheraManager Signature)

Name:
 (Client Signature)

Printed Name:

Printed Name:

Title:

Title:



Phone: 800-850-8510

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Date:

Date:

TheraManager DocuTrac

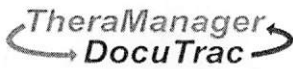
P.O. Box 309

Funkstown, MD 21734

City of Asbury Park - Department of Social Services

1 Municipal Plaza

Asbury Park, NJ 07712



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Schedule A					
PsychEase					
City of Asbury Park					
Date: 5/24/23					
	Unit Price	Qty	Initial Fee	Estimated Monthly Fee	Estimated Annual Fee
Fee Per Encounter (350 per month encounter minimum)	\$1.55	350		\$542.50	\$6,510.00
Encounter = a billable service provided regardless of the payer, including self pay					
Encounter Fees Include the Following:					
Unlimited Users for Admin/Clinical/Billing/Scheduling	Included				
HIPAA Compliant Cloud Hosting and Data Backups	Included				
Software Usage (EMR and PM)	Included				
Patient Portal and Communication Platform	Included				
Unlimited Customized Clinical Notes/Treatment Plans	Included				
Unlimited Clearinghouse Transactions (Claims/ERAs)	Included				
Unlimited Real-Time Eligibility Checks	Included				
Scheduling	Included				
Appointment Reminders	Included				
Custom Reports	Included				
Software Updates/Maintenance	Included				
Technical Support Assistance	Included				
Implementation and Training**	\$2,500.00		\$2,500.00		
25% credit upon go-live, and 25% credit at 6 months post-live					
OPTIONAL SERVICES					
Telehealth Fees Per Connection	\$0.30				
Clearinghouse Enrollment Fee (One-time, per Billing Provider)	\$25.00				
DrFirst E-Prescribe					
Full-time Subscription, yearly, per provider	\$700.00				
Part-time Subscription, yearly, per provider (≤ 16 hrs/week)	\$450.00				
One-time Setup Fee, per provider	\$75.00				
Print/Mail Delivery Statements***					
Statement (1st Page)	\$0.93				
Continuation Pages, per Statement	\$0.38				
Acuant Direct Scanning for ID/Insurance Cards (per scanner, per month)	\$50.00				
Must be TWAIN compatible and directly connected to the computer (no network scanners)					
Biller Genie Integrated Credit Card Processing****					
Quarterly PCI compliance checks (annual fee)	2.9% + \$0.25 per transaction (\$25.00 monthly minimum)				
	\$99.00				
Balance Notifications (Text/Email)*****					
Initial Balance Notification (per Text/Email)	\$0.45				
Notification Reminder (per Text/Email)	\$0.20				
E-Payment (per Payment)	\$0.15				
Biller Genie Practice Fee (per month, charged via Biller Genie)	\$10.00				
Secure Faxing (per page - incoming/outgoing)	\$0.06				
			Total Initial Costs	\$2,500.00	
			*Estimated Monthly Cost	\$542.50	
			*Estimated Annual Cost		\$6,510.00

Terms: Initial fees are charged up-front at the receipt of executed contracts. Sales tax will be included on taxable products and services if applicable.

*Estimated monthly and annual fees do not include any additional monthly encounters past the minimum or optional services used. Any additional monthly encounters past the minimum are \$1.55 per encounter and will be billed in arrears of the month, along with any fees for telehealth connections and optional services used.

**Implementation and Training - 25% bill credit upon meeting agreed system go-live date and 25% bill credit at 6 months usage.

***Rates subject to change based on postal rates.

****Balance notifications require the use of Biller Genie. Biller Genie Integrated Credit Card Process includes a minimum transaction charge of \$25 per month. If a client is out of PCI compliance there is a monthly non-compliance fee of \$34.95 each month until the client meets compliance, Biller Genie will send a notification if client is not within compliance.

PRICING VALID FOR 60 DAYS

Acceptance

Signature of Authorized Purchasing Agent

Date

Attachment: SOCIAL SERVICE CASE MANAGEMENT SOFTWARE (2023-340 : Authorizing the Purchase of Case Management Software for

Pricing with Scope of Work

Monthly Fees	Price	QTY	Subtotal
M03 - Digital User License for V-Cabinet Access to V-Cabinet - Electronic Document Management System Doug Schultz Director of Social Services Doug.Schultz@cityofasburypark.com 732-502-5731 (1) TBD	\$108.90	2 5	\$217.80 \$217.80 \$544.50
S22 Digital storage.	\$0.0075	5000	\$37.50
VAC - Analytics per custom application Custom Analytics Dashboard.	\$220.00	1	\$220.00
Subtotal			\$475.30
Total			\$475.30 \$802.00 monthly

Attachment: SOCIAL SERVICE CASE MANAGEMENT SOFTWARE (2023-340 : Authorizing the Purchase of Case Management Software for

Accepted by:

Signature: _____ Printed Name: _____

City of Asbury Park

FileBank Inc.

Date: 6/14/2023

Effective Date: 6/14/2023

Signed by:



Date: 6/14/2023



Enterprise Document Management

Quote 5108 City of Asbury - Health Services Department - Analytics per Custom Application

Proposal

Prepared For

Joe Dellaragione
City of Asbury Park
joe.dellaragione@cityofasburypark.com

Created By

Jeannette Castro
FileBank Inc.
Main 973-279-4411
Cell 973-767-7664
jcastro@filebankinc.com
<http://www.filebankinc.com>

GOVERNMENT PRICE QUOTATION

3.D.2.a

SALESFORCE.COM GOVERNMENT at CARAHSOFT

carahsoft.



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-7724
www.carahsoft.com | sales@carahsoft.com

TO: Doug Shultz
Director of Social Services
City of Asbury Park
1 Municipal Plz
Asbury Park, NJ 07712 USA

FROM: Harout Manadjian
Carahsoft Technology Corp
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Doug.Schultz@cityofasburypark.com
PHONE: (732) 502-5731

EMAIL: Harout.Manadjian@carahsoft.com
PHONE: (571) 662-3408 FAX: (703) 871-8505

TERMS: Contract Number 19-COMP-00601
Master Contract Number: AR2472
Contract Term: 10/30/2018 to 09/16/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 60 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 38360309
QUOTE DATE: 03/29/2023
QUOTE EXPIRES: 04/21/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$58,593.11

TOTAL QUOTE: \$58,593.11

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
SALESFORCE LICENSES					
1	121-0157	Lightning Platform (Administrator) Start Date: 04/17/2023 End Date: 04/16/2024	\$851.61 COOP	2	\$1,703.22
2	121-0156	Lightning Platform Plus Start Date: 04/17/2023 End Date: 04/16/2024	\$1,135.48 COOP	5	\$5,677.40
3	121-0175	Government Cloud Plus 15% Net Price Start Date: 04/17/2023 End Date: 04/16/2024	\$1,107.09 COOP	1	\$1,107.09
SALESFORCE LICENSES SUBTOTAL:					\$8,487.71
KINSHIP LICENSES					
4	KIN-EL	Annual Subscription of Case and Financial Management Enterprise License for Kinship Start Date: 04/17/2023 End Date: 04/16/2024	\$2,787.10 COOP	5	\$13,935.50
5	KIN-SUP	Annual Support for Kinship License Support During Business Hours. 30% of Net. Start Date: 04/17/2023 End Date: 04/16/2024	\$4,180.65 COOP	1	\$4,180.65
KINSHIP LICENSES SUBTOTAL:					\$18,116.15
LNB SERVICES					
6	PS-CUSTI-1	Customer Implementation Services - Requires SOW (up to 30 days) Milestone 1: Discovery and Design Phase	\$8,870.97 COOP	1	\$8,870.97
7	PS-CUSTI-1	Customer Implementation Services - Requires SOW (up to 30 days) Milestone 2: Configuration and Build Phase	\$8,870.97 COOP	1	\$8,870.97

GOVERNMENT PRICE QUOTATION

3.D.2.a

SALESFORCE.COM GOVERNMENT at CARAHSOFT

carahsoft.



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
8	PS-CUSTI-1	Customer Implementation Services - Requires SOW (up to 30 days) Milestone 3: Training and Testing Phase	\$8,870.97 COOP	1	\$8,870.97
9	PS-CUSTI-1	Customer Implementation Services - Requires SOW (up to 30 days) Milestone 4: Go-Live and Support Phase	\$5,376.34 COOP	1	\$5,376.34
LNB SERVICES SUBTOTAL:					\$31,989.25
SUBTOTAL:					\$58,593.11
TOTAL PRICE:					\$58,593.11
TOTAL QUOTE:					\$58,593.11

ONE Time →

ATTENTION** PO MUST INCLUDE ALL ITEMS LISTED BELOW FOR PROCESSING

- Net 60 Terms
- ESD (electronic delivery)
- Quote #38360309
- Contract Vehicle #

Quote Special Terms

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will not exceed 5% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Attachment: SOCIAL SERVICE CASE MANAGEMENT SOFTWARE (2023-340 : Authorizing the Purchase of Case Management Software for



MyRec.com

Recreation Software

802-465-9732 INFO@MYREC.COM

This Finance Proposal has been prepared for:

City of Asbury Park, NJ (Social Services Agency)

This proposal includes all pricing for the use of the MyRec.com Recreation Software System.

Description:	Annual Fee:
Web-Based MyRec.com Software System Pricing Based on Annual Revenue of under \$25,000.00	\$2,850.00
On-Boarding Specialist and Start-up	Included
Unlimited Customer Support	Included
Leadership Team Training	Included
Program Management	Included
Membership Management	Included
Online Registration Portal/Website – Requires Authorize.net Gateway	Included
Custom URL (Domain)	Included
Facility Scheduling	Included
Reservations	Included
Financial Reporting	Included
Team Management	Included
Email/Text Marketing	Included
Point of Sale with Inventory	Included
Hosting	Included
SSL	Included
PCI Level 1 Compliance	Included
Software Updates, Maintenance, and Added Features	Included
Hardware (Computer, Tablets, Scanners, etc.)	Not Included

Respectfully Submitted,

Colin R. Drury, M.Ed, Chief Commercial Officer

P.O. Box 302

Killington, VT 05751

(412) 455-6789 - Colin@MyRec.com



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-341

Resolution authorizing the purchase of two new Yamaha ATV's for the Beach Department utilizing Beach funds totaling \$30,258.00 and reimbursable as per 2023 Menu Items on Resolution #2023-174.



RESOLUTION NO. 2023-341

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

RESOLUTION AUTHORIZING THE PURCHASE TWO NEW YAMAHA VIKING ATV'S FOR THE BEACH DEPARTMENT

WHEREAS, the City of Asbury Park ("City") has a need to purchase two new Yamaha Viking ATV's for the Beach Department; and

WHEREAS, the City has solicited and obtained two quotes from Action Yamaha of NJ and Mt. Holly Motorsports; and

WHEREAS, the City of Asbury Park has adopted Resolution #2023-174 identifying the 2023 Menu Items as per the SDA and the purchase of two Yamaha Viking ATV's are included; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of two new Yamaha Viking ATV's to Action Yamaha of NJ in an amount of \$30,258.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 3-05-55-502-000-206. 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 two new Yamaha Viking ATV's in the amount of \$32,258.00 and a copy of this Resolution shall be provided to the Beach Supervisor, City Manager, CFO 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. 2023-341 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

☒ New

☐ Used DL #

Since 1971

ACTION YAMAHA OF NEW JERSEY

108 ESSEX AVE. (ROUTE 27)

METUCHEN, NJ 08840

PH. (732) 494-5555 • FAX (732) 548-2277



3.D.3.a

STOCK
NO.

EXP

STATE

PURCHASER'S NAME CITY OF ASBURY PARK DATE 03/08/2023
 ADDRESS 9 MAIN ST ASBURY PARK NJ ZIP No. 07712
 PHONE # HOME 732 379 8250 CELL _____ EMAIL _____
 PLEASE ENTER MY ORDER FOR ONE 2x 2023 YAMAHA MODEL YXMPDVPAG MILEAGE N/A
 BODY TYPE SxS COLOR GREEN SER. NO. 2x YAMAHA VIKING 3 SALES REP. K

PRICE OF UNIT 26032

Additional Equipment

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT MADE A PART OF THIS ORDER FORM.

* This vehicle is sold under one of the following conditions: (Check appropriate box)

Warranty ☒ -Sale of new vehicle
 No Warranty/"AS IS" ☐ -Sale of used vehicle
 LIMITED Warranty ☐ -Sale of used vehicle

*(See item Nos. 11, 12, and 13 on reverse side of this form for details)

ALL USED VEHICLE SALES DEALER'S OBLIGATION

The laws of New Jersey require Motor Vehicle Dealers make all necessary repairs, without charge, or return full purchase price to the purchaser in the event a vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect not the result of the purchaser's own act.

The undersigned, prior to entering into this contract purchase, has been informed of dealer's obligation at and agrees to have the used vehicle inspected within days from the date of delivery of such vehicle.

Date

Purchaser's Signature

WAIVER OF DEALER'S OBLIGATION

The undersigned, prior to entering into this contract purchase, has read and understood the above Dealer's obligation, and does hereby WAIVE AND RELEASE DEALER'S OBLIGATION to make repairs without charge or return the full purchase price if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval.

Date

Purchaser's Signature

TRADE-IN DESCRIPTION AND ALLOWANCE

YEAR _____ MAKE _____ MODEL _____

SERIAL NO. _____ MILEAGE _____

TRADE-IN VALUE _____ DATE _____

LESS BALANCE OWED _____

NET TRADE-IN ALLOWANCE _____

Balance Owed to: _____

Address: _____

Account No.: _____ Date _____

Purchaser verifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original manufacture and have never been deployed. Also, that the vehicle has never been

"YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIED PRE-DELIVERY SERVICE WHICH IS TO BE PERFORMED. THE AUTOMOTIVE DEALER MAY NOT CHARGE FOR PRE-DELIVERY SERVICES FOR WHICH THE AUTOMOTIVE DEALER IS

Motor Vehicle
Retail Order
☒ New ☐ Used
☐ Demo



3.D.3.a

2044 Route 206 • P.O. Box 2210 • Vincentown, N.J. 08088
Phone: (609) 859-0333 • Fax: (609) 859-0458 • www.mthollymotorsports.com

CUSTOMER CITY OF ASBURY PARK BEACH DEPT DATE _____ STOCK NO. _____ TEMP _____
ADDRESS 9 MAIN STREET ASBURY PARK NJ 07712
PHONE (H) 732-379-8250 PHONE (W) 732-379-8250 E-MAIL APCHIEF1@OPTONLINE.NET SALES KAREN CAM
D.L. # _____ SOC. SEC. # _____ D.O.B. _____
PLEASE ENTER MY ORDER FOR ONE 2023 Viking 3 Seat 2 of them MODEL YXMT07VPA PC
BODY TYPE Motorcycle COLOR Green MILES 0 YEAR AND MAKE _____ SERIAL NO. _____

INTERIOR TRIM COLOR _____
Prior to Delivery of the vehicle listed above, customer shall elect one of the following and so advise dealership:
- Cash Purchase - Finance Purchase - Lease

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER.

IF A LEASE, COMPLETE DISCLOSURE OF ALL LEASE TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE LEASE CONTRACT.

TO BE DELIVERED ON OR ABOUT	
Price of Unit	<u>13999 X 2</u> 27,998.00
Additional Equipment (options)	0.00
Extended Warranty	0.00
Tire & Wheel Protection (Optional)	0.00
Theft Protection (Optional)	0.00
Gap Insurance (Optional)	0.00
(Guaranteed Asset Protection)	
Freight	<u>1200 X 2</u> 2,400.00
PDI	0.00

IF A LEASE, THE FOLLOWING APPLY:

MONTHLY PAYMENT AMOUNT \$ _____
TERM: _____ MONTHS
MILEAGE PER YEAR _____
CASH DUE AT DELIVERY \$ _____

IF A PURCHASE, THE FOLLOWING APPLY:

TOTAL PRICE OF VEHICLE	30,398.00
Less Trade-in	N/A
Documentary Fee	0.00
TOTAL TAXABLE AMOUNT	30,398.00
State Sales Tax	0.00
N.J. Tire Tax	\$3.00
Registration/Title Fee (Estimated) (SEE PARAGRAPH 16 ON REVERSE SIDE)	0.00
(SEE PARAGRAPH 16 ON REVERSE SIDE)	
NET PAY-OFF ON TRADE-IN	0.00
TOTAL	30,398.00
Deposit	0.00
BALANCE IN CASH, CERTIFIED CHECK OR OTHER ACCEPTABLE FORM OF PAYMENT TO BE PAID TO DEALER ON DELIVERY	
BALANCE DUE ON DELIVERY	30,398.00

No Lien Holder

IF A NEW VEHICLE SALE OR LEASE...

The only warranties applying to this vehicle are those offered by manufacturer. Dealer sells/leases this vehicle "as is" and he disclaims all warranties, either express or implied, including implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based on dealer's negligence, or otherwise), is expressly excluded. Customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by dealer.

IF USED VEHICLE SALE OR LEASE, CHECK APPROPRIATE BOX

☐ This vehicle is sold/leased "as is" and dealer hereby expressly disclaims all warranties, either express or implied, including implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based on dealer's negligence, or otherwise), is expressly excluded. Customer hereby assumes any such risks.

OR

☐ The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES-DEALER'S OBLIGATION

The laws of New Jersey require Motor Vehicle Dealers to make necessary repairs, without charge, or return the full purchase price (a sale) to the customer in the event a used vehicle sold and later to be registered in this State fails to meet State Inspection Standard the issuance of a certificate of approval due to a defect that is the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above, agrees to have the used vehicle inspected within 14 days from issuance of the permanent registration for such vehicle.

WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE)

The undersigned, has read and understood the above Dealer's Obligation and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price (if a sale) if vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is an which is "covered" by New Jersey's Used Car Lemon/Warranty Law (1995, Chpt. 373).

TRADE-IN DESCRIPTION AND ALLOWANCE

Year _____ Make _____ Model _____
Serial No. _____ Mileage _____
Trade-In Value _____ N/A _____ Date of _____
Less Balance Owed _____ 0.00 _____
Net Trade-In Allowance _____ N/A _____
Balance Owed to: _____

Address: _____
Account No. _____
Info. From _____ Good Thru _____
Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or the emission control system tampered with or altered. Customer certifies above mileage of trade-in vehicle is accurate.

☒ _____
Customer's Signature _____

Customer agrees that this Order on the face and on the reverse side and any attachments to it includes all the terms and conditions of a sale. Customer further agrees this Order cancels and supersedes any prior agreements and as of the date signed by Dealer or authorized agent comprises the complete and exclusive statement of the terms of the agreement between Customer and Dealer. If Customer, prior to delivery effects to lease the vehicle described above, Customer and Dealer agree to execute a lease contract which shall contain full disclosure of lease information. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Customer, by execution of this Order acknowledges that they have read the terms and conditions and have received a copy of the order. I am 18 years of age or older and of full legal capacity to enter into this contract.

Accepted By: 3-2-23 Karen Campbell _____
Date _____ Title _____ Customer's Signature _____

THIS ORDER NOT SUBJECT TO CANCELLATION—DEPOSIT NON-REFUNDABLE
IMPORTANT: READ THE TERMS AND CONDITIONS ON THE BACK OF THIS ORDER BEFORE

CITY OF ASBURY PARK
Department of Public Works
PURCHASE REQUEST

DATE 6/12/2023

Beach Utility

DESCRIPTION of Purchase: 2 Yamaha Viking Atv

REASON for Purchase: Replace older and non-working ATVs

AMOUNT: \$ 30,258

VENDOR'S NAME AND ADDRESS: Action Yamaha of New Jersey 108 Essex Ave Metuchen, NJ 08840

REMARKS: This has been Council Approved and Reimbursable by Madison Marquette Menu Funds.

REQUESTED BY: Joe Bongiovanni

DPW DIRECTOR'S APPROVAL _____

Attachment: ATV'S FOR BEACH (2023-341 : Purchase of Two New Yamaha Viking ATV's for the Beach Department)



RESOLUTION NO. 2023-174

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

RESOLUTION IDENTIFYING OF MENU ITEMS AS PER THE SUBSEQUENT DEVELOPER AGREEMENT BETWEEN THE CITY OF ASBURY PARK, MADISON ASBURY RETAIL LLC, AND ASBURY PARTNERS

WHEREAS, Section 4.01(I) of the Subsequent Developer Agreement (SDA) between the City of Asbury Park, Madison Asbury Retail LLC and Asbury Partners authorizes funding for the City for Menu Items; and

WHEREAS, as per the SDA the City shall pass a Resolution to identify Menu Items; and

WHEREAS, the City of Asbury Park hereby identifies the Menu Items and their approximate amounts as follows:

- \$10,000 for the purchase of (1) 3rd Avenue Ticket Booth
- \$35,000 for the purchase of (1) Kubota, Polaris, or Equal Liter retriever
- \$30,000 for the purchase of (2) Three-Seat ATVs
- \$15,000 for the purchase of (10) Lifeguard Benches
- \$10,000 for the purchase of Water Usage for Public Restrooms Shower Stations

WHEREAS, the City Manager shall provide Madison Asbury Retail LLC with the specifications of these items for purchases.

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. 2023-174 which was finally adopted by the City Council at a meeting held on the 22nd day of March, 2023

CERTIFIED BY ME THIS 23rd DAY OF March, 2023.


 Lisa Esposito, City Clerk 3/23/2023

LISA ESPOSITO
 CITY CLERK

✓ Vote Record - Resolution 2023-174				
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Second Reading ☐ Resolution Failed for Lack of Secunder				
	Yes/Aye	No/Nay	Abstain	Absent

Attachment: ATV'S FOR BEACH (2023-341 : Purchase of Two New Yamaha Viking ATV's for the Beach Department)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 22, 2023
RESOLUTION SUMMARY

2023-174

Resolution identifying the 2023 Menu Items as per the Subsequent Developers Agreement with Madison Retail LLC and Asbury Partners



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-342

Resolution authorizing the repairs to the 2018 Ford Explorer Police Interceptor Vehicle #10. The Rich's Auto Body estimate is \$10,521.95 and East Coast Emergency Lighting estimate is \$1,618.40 for a total of \$12,140.35. A claim has been submitted to PMA for these repairs and a check in the amount of \$11,140.35 has been received.



RESOLUTION NO. 2023-342

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

RESOLUTION AUTHORIZING THE REPAIRS TO THE 2018 FORD EXPLORER POLICE INTERCEPTOR VEHICLE #10

WHEREAS, the 2018 Ford Explorer Police Interceptor Vehicle #10 was involved in a motor vehicle accident, which was at no fault of the Police Department; and

WHEREAS, the City has obtained a quote from Rich's Auto Body for \$10,521.95 and from East Coast Emergency Lighting for \$1,618.40 for the repairs needed to vehicle #10; and

WHEREAS, the City submitted claim #L-00-40-16732 to PMA Management Corp. for reimbursement; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract to the vendors listed above in an amount \$12,140.35; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 3-01-25-240-000-203. 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 repairs to the 2018 Ford Explorer Police Interceptor Vehicle #10 in the amount of \$12,140.35 and a copy of this Resolution shall be provided to the City Manager, CFO, Chief of Police, 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. 2023-342 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

RICH'S AUTO BODY
1602 ASBURY AVE, ASBURY PARK, NJ 07712
Phone: (732) 775-1029
FAX: (732) 775-1025

Workfile ID: 06b
PartsShare: 7mWpxY
Federal ID: 222619944
License Number: 02359a

3.D.4.a

Preliminary Estimate

Customer: CITY OF ASBURY PARK

Job Number:

Written By: Rich Crompton

Insured: CITY OF ASBURY PARK Policy #: Claim #:
Type of Loss: Date of Loss: Days to Repair: 0
Point of Impact:

Owner: CITY OF ASBURY PARK
1 Municipal Plaza
Asbury Park, NJ 07712
(732) 774-1300 Other

Inspection Location: RICH'S AUTO BODY
1602 ASBURY AVE
ASBURY PARK, NJ 07712
Repair Facility
(732) 775-1029 Day

Insurance Company: Car 10

VEHICLE

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black/White

VIN: 1FM5K8AR0JGB93542 Interior Color: Mileage In: 75,320 Vehicle Out:
License: 30442MG Exterior Color: Black/White Mileage Out:
State: NJ Production Date: Condition: Fair Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
Power Adjustable Pedals

DECOR

Dual Mirrors

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Backup Camera

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags

Head/Curtain Air Bags

Xenon or L.E.D. Headlamps

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler
California Emissions

Customer: CITY OF ASBURY PARK

Job Number:

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black/White

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	Pre Repair Scan		1	75.00	0.0	0.0
2	#	D&R Battery		1	0.00	0.2 M	0.0
3		FRONT BUMPER					
4		O/H front bumper		0	0.00	3.8	0.0
5	Repl	Bumper cover	FB5Z17D957EB	1	803.75	Incl.	2.4
6		Add for Clear Coat		0	0.00	0.0	1.0
7	Repl	LT Side support	FB5Z17E814B	1	13.20	Incl.	0.0
8	Repl	Absorber	FB5Z17C882C	1	75.68	Incl.	0.0
9	Repl	Impact bar	FB5Z17757A	1	218.75	0.6	0.0
10	Repl	LT Side trim w/o fog lamps	FB5Z17B968CA	1	125.38	Incl.	0.0
11	Repl	Lower cover	FB5Z17D957AC	1	296.48	Incl.	0.0
12	Repl	LT Valance	FB5Z17626DA	1	37.48	Incl.	0.0
13	#	Remove Front Push Bar		1	0.00	1.0	0.0
14	#	Add for A/M Strobe Lighting		1	0.00	1.0	0.0
15	R&I	License bracket		0	0.00	0.2	0.0
16	*	Repl Lower molding	FB5Z8419APTM	1	266.14	Incl.	0.0
17		GRILLE					
18	Repl	Grille POLICE INTERCEPTOR	FB5Z8200GB	1	507.80	Incl.	0.0
19	Repl	Sight shield	FB5Z8A284AA	1	99.72	Incl.	0.0
20	Repl	Sight shield retainer	W705436S300	6	19.50	0.0	0.0
21		FRONT LAMPS					
22	Repl	LT Support	FB5Z17C973A	1	34.78	0.0	0.0
23	Repl	LT Headlamp housing level 4 lamps from 04/04/2018	JB5Z13008M	1	1,112.72	Incl.	0.0
24		RADIATOR SUPPORT					
25	Repl	Radiator support	FB5Z16138B	1	379.35	2.9	0.0
26	Repl	Air deflector	FB5Z8326D	1	84.82	0.2	0.0
27		HOOD					
28	Repl	Hood (ALU)	FB5Z16612A	1	830.72	1.1	3.0
29		Add for Clear Coat		0	0.00	0.0	1.2
30		Add for Underside(Complete)		0	0.00	0.0	1.5
31	Repl	Surround w'strip	FB5Z16B990A	1	44.48	Incl.	0.0
32	Repl	LT Hinge	BB5Z16797A	1	40.22	0.3	0.3
33		Add for Clear Coat		0	0.00	0.0	0.1
34	Repl	RT Hinge	BB5Z16796A	1	39.47	0.3	0.3
35		Add for Clear Coat		0	0.00	0.0	0.1
36	#	Seam Sealer Hood		1	79.18	1.0	0.0
37		FENDER					
38	Repl	LT Fender	FB5Z16006A	1	419.18	2.3	2.2
39		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
40		Add for Clear Coat		0	0.00	0.0	0.4
41		Add for Edging		0	0.00	0.0	0.5
42	Repl	LT Wheel flare	FB5Z16039AB	1	66.62	0.3	0.0

Attachment: RICH'S AUTO BODY & EAST COAST QUOTES PD CAR #10 (2023-342 : Authorizing Repairs to the 2018 Ford Explorer Police

Customer: CITY OF ASBURY PARK

Job Number:

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black/White

43	Repl	RT Wheel flare	FB5Z16038AB	1	50.50	0.3	0.0
44	Repl	LT Wheel flare pin	W716076S300	4	6.52	0.0	0.0
45	Repl	RT Wheel flare pin	W716076S300	4	6.52	0.0	0.0
46	Repl	LT Fender liner	FB5Z16103E	1	64.42	Incl.	0.0
47	*	Rpr	LT Upper rail (HSS)	0	0.00 s	4.0 F	0.8
48	#	Frame Set Up and Measure		1	0.00	2.5 F	0.0
49	#	Mask Engine Compartment		1	5.00	0.2	0.0
50	WHEELS						
51	Repl	LT/Front Wheel, steel	BB5Z1015A	1	345.23 m	0.3	0.0
52	#	Repl	LF Tire GoodYear Eagle	1	289.95	0.0	0.0
53	#	NJ Tire Tax		1	1.50 X	0.0	0.0
54	#	Tire Disposal Fee		1	3.00	0.0	0.0
55	#	Wheel Alignment +25%		1	161.19	0.0	0.0
56	#	Transport		1	75.00 X	0.0	0.0
57	#	Post Repair Scan		1	75.00	0.0 M	0.0
58	#	Repair & Refinish Pinch Welds (Per Panel)		1	0.00	1.0	1.0
59	#	Repair Wiring		1	0.00	1.0 M	0.0
60	#	Restore Corrosion Protection		1	12.00 T	0.2	0.0
61	#	Denib/Wetsand & Buff (.5 Per Panel)		1	0.00	0.0	1.5
62	#	Flex		1	12.00 T	0.0	0.0
63	#	Backtape Mask Jambs		1	10.00	0.3	0.0
64	#	Cover vehicle for overspray (Refinish)		1	20.00 T	0.5	0.0
65	#	Hazardous Waste Removal		1	5.00 T	0.0	0.0
66	#	Clean/Prep for Delivery		1	0.00	1.0	0.0
SUBTOTALS					6,813.25	26.5	15.9

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				6,687.75
Body Labor	18.8 hrs	@	\$ 65.00 /hr	1,222.00
Paint Labor	15.9 hrs	@	\$ 65.00 /hr	1,033.50
Mechanical Labor	1.2 hrs	@	\$ 120.00 /hr	144.00
Frame Labor	6.5 hrs	@	\$ 90.00 /hr	585.00
Paint Supplies	15.9 hrs	@	\$ 40.00 /hr	636.00
Body Supplies	12.6 hrs	@	\$ 7.00 /hr	88.20
Miscellaneous				125.50
Subtotal				10,521.95
Grand Total				10,521.95

MyPriceLink Estimate ID / Quote ID:

1089958168005451777 / 123775734

Customer: CITY OF ASBURY PARK**Job Number:**

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black/White

All work fully guaranteed...Parts prices subject to invoice.

THIS IS AN ESTIMATE ONLY BASED ON OUR VISUAL INSPECTION.

POSSIBLE FURTHER DAMAGE MAY BE EVIDENT AFTER DISMANTLING.

ANY PERSON WHO KNOWINGLY FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE OR MISLEADING INFORMATION IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF16, CCC Data Date 05/16/2023, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Customer: CITY OF ASBURY PARK**Job Number:**

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black/White

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Attachment: RICH'S AUTO BODY & EAST COAST QUOTES PD CAR #10 (2023-342 : Authorizing Repairs to the 2018 Ford Explorer Police

Customer: CITY OF ASBURY PARK

Job Number:

2018 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black/White

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
26	Ciocca Wholesale Parts	#FB5Z8326D	\$ 84.82
	215 US 202	Air deflector	
	Flemington NJ 08822	Quote: 1531942858	
		Expires: 06/21/23	

Attachment: RICH'S AUTO BODY & EAST COAST QUOTES PD CAR #10 (2023-342 : Authorizing Repairs to the 2018 Ford Explorer Police

RICH'S AUTO BODY**1602 ASBURY AVE, ASBURY PARK, NJ 07712****Phone: (732) 775-1029, Fax: (732) 775-1025****Image Report**

Owner:	CITY OF ASBURY	Insurance:	Car 10	Estimator:	Rich Crompton	Vehicle Out:
Job Number:		Claim Number:				
Year:	2018	Color:	Black/White	License Plate:	30442MG	Production Date:
Make:	FORD	Body Style:	4D UTV	State:	NJ	Mileage In: 75,320
Model:	Police Interceptor ...	Engine:	6-3.7L Gasoline S...	VIN:	1FM5K8AR0JGB93542	Condition: Fair



5/22/2023 E01
Comments:



5/22/2023 E01
Comments:



5/22/2023 E01
Comments:



5/22/2023 E01
Comments:



5/22/2023 E01
Comments:



5/22/2023 E01
Comments:

RICH'S AUTO BODY**1602 ASBURY AVE, ASBURY PARK, NJ 07712****Phone: (732) 775-1029, Fax: (732) 775-1025****Image Report**

Owner:	CITY OF ASBURY	Insurance:	Car 10	Estimator:	Rich Crompton	Vehicle Out:
Job Number:		Claim Number:				
Year:	2018	Color:	Black/White	License Plate:	30442MG	Production Date:
Make:	FORD	Body Style:	4D UTV	State:	NJ	Mileage In: 75,320
Model:	Police Interceptor ...	Engine:	6-3.7L Gasoline S...	VIN:	1FM5K8AR0JGB93542	Condition: Fair



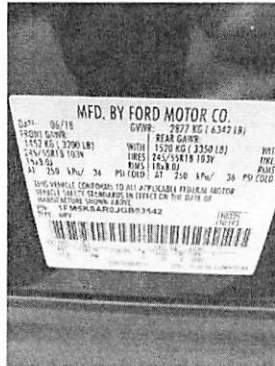
5/22/2023 E01
Comments:



5/22/2023 E01
Comments:



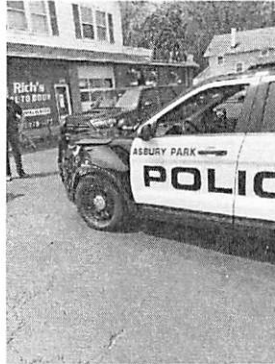
5/22/2023 E01
Comments:



5/22/2023 E01
Comments:



5/22/2023 E01
Comments:



5/22/2023 E01
Comments:

RICH'S AUTO BODY**1602 ASBURY AVE, ASBURY PARK, NJ 07712****Phone: (732) 775-1029, Fax: (732) 775-1025****Image Report**

Owner:	CITY OF ASBURY	Insurance:	Car 10	Estimator:	Rich Crompton	Vehicle Out:
Job Number:		Claim Number:				
Year:	2018	Color:	Black/White	License Plate:	30442MG	Production Date:
Make:	FORD	Body Style:	4D UTV	State:	NJ	Mileage In: 75,320
Model:	Police Interceptor ...	Engine:	6-3.7L Gasoline S...	VIN:	1FM5K8AR0JGB93542	Condition: Fair



5/22/2023 E01
Comments:



5/22/2023 E01
Comments:



5/22/2023 E01
Comments:



5/22/2023 E01
Comments:



5/22/2023 E01
Comments:

East Coast Emergency Lighting, Inc

732-940-2211
200 Meco Drive
Millstone Twp, NJ 08535

Estimate

Date	Estimate #
5/23/2023	36675

Name / Address
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712

Ship To
INSTALL @ MILLSTONE LOCATION

This estimate shall be valid for 60 Days. Any verbal changes to the estimate are not binding unless agreed to by all parties in writing.

P.O. No.	FOB	Rep	Created By:
		RMC	RC

Item	Description	Qty	Cost	Total
PB4716HDL004	PRO-GARD NEW JERSEY STATE CONTRACT 17-FLEET-00768			
	PRO-GARD; FORD INTERCEPTOR UTILITY 2013 - 2019 HD Push Bumper w/ Four Whelen Ion Duo Smoked Lens Red/White Lights LIST: \$1648.00	1	1,318.40	1,318.40
Installation	INSTALLATION OF ABOVE LISTED EQUIPMENT PER NJ STATE CONTRACT	4	75.00	300.00

Total

\$1,618.40

Attachment: RICH'S AUTO BODY & EAST COAST QUOTES PD CAR #10 (2023-342 : Authorizing Repairs to the 2018 Ford Explorer Police



IF YOU HAVE ANY QUESTIONS PLEASE CALL:
PMA CALL CENTER
(888) 476-2669

CITY OF ASBURY PARK-PAL
ONE MUNICIPAL PLAZA
ASBURY PARK NJ 07712

CHECK NO.: 6660629B
CHECK DATE: 06/06/23
CHECK AMT.: \$11,140.35
PAY PERIOD:
PD TO DATE:
RATE.....
VOUCHER NO: C108254262
BILL NO.:

ACCIDENT DT: 05/18/23
PAYMNT TYPE: AUTO COLLISION
INSURED....: NJIIF
CLAIM NO...: L004016732
POLICY NO...: 1923000473793
INVOICE NO.:
INVOICE DT.:
INVOICE AMT:
IRS NUMBER.:
PATIENT ID.:
INJURED....:

Page 1 of 1

FROM - THRU	BILLING CODE	DESCRIPTION	QTY	BILLED AMT	PAYMENT AMT	RE
EXPLANATION OF BENEFITS						
Payment Type : UNSPECIFIED COST CATEGORY						
VEHICLE DAMAGE				11140.35		
NET AMOUNT				11140.35		
Memo: CLAIM L004016732 2018 FORD INTERCEPTOR VIN: B93542 PLATE: 30442MG						

3-01-28-240-000-203 POLICE

PMA RMB: CLAIM # L004016732: CAR #10: 05/18/23

PAID
JUN 12 2023 AM 11:43

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

WARNING: THIS CHECK IS PRINTED ON CHEMICAL RESISTANT PAPER WITH MICROPRIINTED BORDER. IF YOU CAN READ THE MICROPRIINTS, IT IS A FAKE. WATER MARK ON REVERSE SIDE. HOLD UP TO LIGHT TO VIEW.

NOT VALID 6 MONTHS AFTER DATE OF ISSUE

62-22
311

PMA MANAGEMENT CORP.
ON BEHALF OF
NJIIF

CHECK NUMBER	DATE	AMOUNT
6660629B	06/06/23	*****11,140.35

WELLS FARGO BANK N.A.

PAY Eleven Thousand One Hundred And Forty And 35/100 US Dollars

TO THE ORDER OF
CITY OF ASBURY PARK-PAL
ONE MUNICIPAL PLAZA
ASBURY PARK NJ 07712

John Santill JST
AUTHORIZED SIGNATURES

WARNING: THIS CHECK CONTAINS A MICROPRINTED BORDER - VOID IF UNREADABLE UNDER MAGNIFICATION

⑈06660629⑈ ⑆031100225⑆ 2079950030214⑈



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-343

Resolution authorizing the replacement of two chilled Water Pumps at the 2nd floor Mechanical Room of the Municipal Building totaling \$29,267.00 from Air System Maintenance utilizing ARP Funds.



RESOLUTION NO. 2023-343

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

RESOLUTION AUTHORIZING THE REPLACEMENT OF TWO CHILLED WATER PUMPS AT THE MUNICIPAL BUILDING

WHEREAS, the City has a need to replace the cooled chillers at the Municipal Building;
and

WHEREAS, the City has solicited and obtained quotes from Air Systems Maintenance, Air Care New Jersey, Inc. and Bear Creek Heating and Cooling, LLC; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to Air System Maintenance in the amount of \$29,267.00; and

WHEREAS, the Chief Financial Officer has certified that funds will be available in the American Rescue Plan Account G-02-43-956-022-206; and the maximum dollar value of the contract is as set forth in the resolution; and

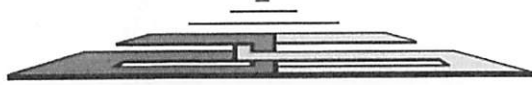
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the replacement of the chilled water pumps at the Municipal Building in the amount of \$29,267.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Capital Projects & Public Facilities 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. 2023-343 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

AKP



Air Systems Maintenance

718 Jefferson Ave
Kenilworth, N.J. 07033
Phone - 908.241.1555
Fax - 908.241.8111

Proposal

Proposal No: 23 8045
Date: June 5, 2023

<u>Proposal Submitted To:</u>		<u>Work to be Performed at:</u>	
Bill To:	Asbury Park Municipal Bldg.	Location:	Same
Address:	1 Municipal Plaza	Address:	
City/State:	Asbury park NJ 07712	City/State:	
Attention:	Robert Bianchini	Contact:	
Phone Number:		Phone Number:	
Fax Number:		Fax Number:	<----

Salesperson	Email Address	Project
Mark R.	Mredding@airsystemsmaintenance.com	Replace (2) Chilled Water Pumps

We Hereby Propose to Furnish Materials and Labor for the Following:

The Replacement of (2) Chilled Water Pumps in Mechanical Room on The 2nd Floor.
Isolate Electric and Valve off Pumps Supply and Return Lines.
Disconnect and Remove Existing Pumps, Set New Replacements on Existing Mounting Curbs.
Reconnect Supply and Return Lines, Reconnect Electrical Lines.
Open Valves and Bleed Air From Pumps, Start, test and Check Operation.

Exclusions: Any Permit Fees if Incurred, Any Overtime Labor

All Work To Be Done During Normal Working Hours Mon-Friday 7:00 a.m. - 3:30 p.m.

Price Expires in 30 days

Total.....

\$29,267.00

<u>Proposal Includes:</u>	<u>Acceptance of Proposal:</u>
All material guaranteed as specified and the above work performed in accordance with the drawings and specifications submitted for the sum not to exceed :\$ 29,267.00	The above prices, specifications and conditions are satisfactory and hereby accepted. Your are authorized to complete this contract as specified. Payment will be made as outlined.

Mark Redding Mark Redding, Project Manager	Signature: _____ Print Name: _____ Date Of Acceptance: _____
Date: June 5, 2023	

Attachment: CHILLED WATER PUMPS QUOTES (2023-343 : Authorizing the Replacement of Two Chilled Water Pumps at the Municipal



June 10, 2023
Proposal # 6525

Asbury Park Municipal
9 Main Street DPW
Asbury Park, New Jersey
Att: Mr. Robert Bianchini

RE: Proposal to replace 2 chilled Water Pumps in mechanical room for main chillers.
Includes

- 1- Install 2 New Armstrong Chilled Water pumps.
- 2- Remove old pumps including disposal.
- 3- Start up and check operation.
- 4- Warranty 1 year from installation.

This work will be in the amount of. \$ 34,330.00 plus tax

Signature Kevin O'Connor
Print Name

Thank You for the Opportunity

Kevin O'Connor P.M.

Air Conditioning - Heating - Refrigeration - Controls - Boilers - Energy Management
NJ License: 13VH003996300 - New Castle County. DE License: UT2700



Bear Creek Heating and Cooling LLC

45 Camelot Drive, West Milford, NJ 07480
973-903-2600 | NJ License #6161

June 6, 2023

Attn: Robert Bianchini
RE: Municipal Bldg
Chilled Water Pumps
Replacement.

Site Work: 1 Municipal Plaza
Asbury Park NJ
07712

This Proposal is for the replacement of 2 chilled water pumps at listed site.
Included is the following:

2) New Armstrong Chilled Water Pumps

All Labor to remove and install new Pumps

Disconnecting, and disposing of old Pumps.

Setting new pumps and reconnecting piping.

Reconnecting to existing wiring.

Starting and checking operation of new Pumps.

Provide a warranty for a period of (1) year from replacement completion.

This work quoted in the amount of \$ 33,750.00 dollars

This quote is valid for a period of 30 days from date above.

Kind Regards


Steve Cochran



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-344

Resolution authorizing the annual renewal of Vector Scheduling software for the Fire Department in the amount of \$7,397.05 utilizing Fire O&E funds.



RESOLUTION NO. 2023-344

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

RESOLUTION AUTHORIZING THE ANNUAL RENEWAL OF VECTOR SCHEDULING SOFTWARE FOR THE FIRE DEPARTMENT.

WHEREAS, the City has a need to renew the Fire Department Vector Scheduling software for one year; and

WHEREAS, the City has obtained the attached quote from Target Solutions Learning LLC d/b/a Vector Solutions in the amount of \$7,397.05; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the annual renewal of Vector Scheduling software to the vendor listed above in an amount of \$7,397.05; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 3-01-25-265-000-261 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the renewal of Vector Scheduling software in the amount of \$7,397.05 and a copy of this Resolution shall be provided to the City Manager, CFO, Fire Chief, 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. 2023-344 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

**TargetSolutions Learning, LLC Agreement
Schedule A****Date:** Friday, May 5, 2023**Client Information**

Client Name: Asbury Park Fire Department (NJ)	
Address: 800 Main Street Asbury Park, NJ 07712	
Primary Contact Name: Donald K. Keddy	Primary Contact Phone: 732-502-0186

Agreement Term

Effective Date: 07/01/2023	Initial Term: 12 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Tee Gates		
Billing Address: 800 Main Street Asbury Park, New Jersey 07712		Billing Phone: 732-502-4558 Billing Email: tee.gates@cityofasburypark.com
PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSCRPRO	Vector Scheduling - Pro	Vector Scheduling - Pro	55	\$87.07	\$4,788.85
TSCHECK-FIRESTATION S	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	1	\$246.60	\$246.60
TSCHECKIT-A	Vector Check It - Vehicles	Vector Check It - for Web and Mobile (Vehicles)	16	\$147.60	\$2,361.60

Annual Total. \$7,397.05

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
--------------	---------	-------------	-----	-------	-----------

One-Time Total: \$0.00

Grand Total (including Annual and One-Time): \$7,397.05

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Address for Notices:

4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

800 Main Street
Asbury Park, NJ 07712

VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC, d/b/a Vector Solutions, ("We/Us") a Delaware limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties") and governs the purchase and ongoing use of the Services described in this Agreement.

GENERAL TERMS AND CONDITIONS

1. SERVICES. We shall provide the following Software as a Service ("Services"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "Services") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "Named User" is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. TERM, TERMINATION, AND NOTICE.

5.1 **Term.** The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the

Services may remain active for thirty (30) days solely for purpose of our record keeping (the “**Expiration Period**”). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the “return receipt requested” function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED “AS IS,” AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. OBLIGATIONS OF BOTH PARTIES.

8.1. **Our Obligation to You.** We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. **Your Obligation to Us.** To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

10. MISCELLANEOUS.

10.1. **Assignment.** Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. **Export Regulations.** All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. **Force Majeure.** In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. **No Waiver.** No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. **Severability.** If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. **Survival.** All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. **No Third-Party Beneficiaries.** The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. **Purchase Orders.** You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. **Data Processing Agreement.** If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. **Entire Agreement.** This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("CCPA"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An **"EHS Active Employee"** is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed

to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector WorkSafe Services and Vector LiveSafe Services

This Section B. contains service specific terms and conditions that will apply only if You are purchasing **Vector WorkSafe Services or Vector LiveSafe Services (collectively "LiveSafe Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Authorized Users.** Authorized Users (interchangeably may be referred to as "Named Users" means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .
2. **Your Responsibilities.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.
3. **Your Data.** You agree that We may only use data collected, extracted or received through Your use of the Services ("Your Data") in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

C. Vector Evaluations+ Services.

This Section C. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Access and Use.** We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
3. **Your Content.** You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
4. **Third-Party Content.** You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.
5. **Effect of Termination.** You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

D. Vector CheckIT™

Customer Obligations. When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

E. Vector LMS and Services which include access to the Shared Resource Feature.

If You choose to participate by uploading Your information to the shared resource sections of our website, You hereby authorizes Us to share any intellectual property you own ("**User Generated Content**") that Your Users upload to the shared resources section of our website with our third-party customers and users that are unrelated to you ("**Our Other Customers**"); provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

F. Casino Services.

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party's names, company, and contact information. Upon Our request, You shall execute a written agreement with the third party, securing for Us the rights provided in this Section, Section 4 (Intellectual Property Rights), and Special Section 1 (Confidentiality) prior to providing access to Our Software, Services or Content under this Agreement.

Use Restrictions. You shall not: (a) transmit or share the course content, with any persons other than authorized users (b) provide or otherwise make available the course content in whole or in part, in any form to any person without Our prior written consent; (c) transmit or share identification or password codes to persons other than authorized users (d) permit the identification or password codes to be cached in proxy servers, (e) permit access by individuals who are not authorized under this Agreement, or (f) permit access to the software through a single identification or password code being made available to multiple users on a network.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Asbury Park Fire Department (NJ)
800 Main Street
Asbury Park, NJ 07712

By: _____

By: _____

Printed Name:

Printed Name:

Title:

Title:

Date: _____

Date: _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-345

Renewal of the contract for Passport Labs, Inc. to provide the mobile parking application to the City of Asbury Park



RESOLUTION NO. 2023-345

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

RESOLUTION AUTHORIZING A RENEWAL AGREEMENT WITH PASSPORT LABS, INC. FOR A MOBILE PARKING APPLICATION

WHEREAS, the City of Asbury Park is a member of the National Cooperative Purchasing Alliance (NCPA); and

WHEREAS, the NCPA awarded Passport Labs, Inc. a competitively bid contract and said NCPA Contract Number 05-51 on December 8, 2020; and

WHEREAS, Public Law 2011, c. 139 and subsequent Local Finance Notice (LFN) 2012-10 authorizes the use and subsequent implementation of national cooperatives; and

WHEREAS, the City Council awarded a contract to Passport Labs, Inc. on March 22, 2017 (Resolution No. 2017-117) through the NCPA to provide the City of Asbury Park with a mobile parking application; and

WHEREAS, the City Council and Passport Labs, Inc. agreed to a renewal contract on January 28, 2021, via Resolution #2021-94, for a term of two years; and

WHEREAS, as per N.J.S.A 40A:11-5 this contract renewal shall be for one year in length, from February 11, 2023 through February 10, 2024; and

WHEREAS, the contract term shall commence upon the date of the mutually agreed upon Notice to Proceed that shall be signed by Passport Labs, Inc. and the City Manager; and

WHEREAS, said contract is attached to this Resolution; and

WHEREAS, the Director of Transportation is recommending to the City Council to authorize the renewal of the contract for Passport Labs, Inc. to provide the mobile parking application to the City of Asbury Park; and

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

WHEREAS, the City Clerk shall advertise this award as per the requirements in LFN

2012-10.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the City Manager to enter into an agreement with Passport Labs, Inc. as per NCPA Contract 05-51 for a mobile payment parking application.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Clerk, Director of Transportation 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. 2023-345 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



First Amendment to Agreement

Reference is made to that certain Software License and Service Agreement dated February 11, 2021, and made by and between Passport Labs, Inc. ("Passport") and the City of Asbury Park, NJ ("Customer") (Passport and Customer are collectively referred to as the "Parties").

WHEREAS, Sections 1.7, 1.16, 1.19, and 17.1 of the Agreement together establish a 36-month Initial Term renewing automatically for successive 12-month Renewal Terms absent a timely notice of non-renewal;

WHEREAS, the Customer approved the Agreement pursuant to Resolution No. 2021-94, which Resolution authorizes the Agreement for a single term of two years in accordance with NJ Rev. Stat. § 40A:11-15;

WHEREAS, the Parties have agreed to correct the Agreement to reflect the term identified in Resolution No. 2021-94 and confirm a one-year extension of that term.

AND WHEREAS, the Parties have agreed to clarify the scope of the MPP services for the Renewal Term by including a Statement of Work.

NOW THEREFORE, The Parties desire to amend the Agreement as follows, which amendment shall be effective as of February 11, 2023:

1. Section 1.7 is deleted in its entirety and replaced with the following:

“Initial Term” means the two year period running from February 11, 2021 to February 10, 2023.

2. Section 1.16 is deleted in its entirety and replaced with the following:

“Renewal Term” means any extension period duly authorized and approved by the Customer, including the extension so authorized for the one year period running from February 11, 2023 to February 10, 2024.

3. The second sentence of Section 17.1 is deleted, so that Section 17.1 consists only of its first sentence.
4. The Statement of Work attached to this First Amendment is attached to the Agreement as Exhibit F and incorporated by reference as if fully set forth therein.
5. Except as expressly amended herein, the remainder of the Agreement remains in full force and effect.

Signature Page Follows

Agreed to and accepted by:

Passport Labs, Inc.

City of Asbury Park, NJ

By:
Printed Name:

By:
Printed Name:

Title:
Date:

Title:
Date:

Attachment: PASSPORT LABS RENEWAL (2023-345 : Authorizing an agreement with Passport for a mobile parking application)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-346

Resolution entering into a Memorandum of Agreement with Monmouth County for the Provision of Local Public Health Services.



RESOLUTION NO. 2023-346

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

RESOLUTION ENTERING INTO A MEMORANDUM OF AGREEMENT WITH THE COUNTY OF MONMOUTH FOR THE PROVISIONS OF PUBLIC LOCAL HEALTH SERVICES

WHEREAS, the Monmouth County Board of Health, through the Monmouth County Health Department (the "County"), provides State mandated local health services pursuant to the Local Health Services Act, *N.J.S.A. 26:3A2-1 et seq.* and the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, *N.J.A.C. 8:52-1 et seq.*; and

WHEREAS, there must be a Board of Health in every municipality in the State, whether through its own individual municipal local health agency or through another agency such as a county health department; and

WHEREAS, the County serves as the health department for various towns throughout Monmouth County by virtue of contractual agreements; and

WHEREAS, the City of Asbury Park (the "Municipality") is in need of the provision of local health services, and the County desires to provide these health services to the Municipality.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the County and the Municipality (collectively the "Parties") agree as follows:

A. ADMINISTRATION.

1. The County hereby accepts the Municipality as a member in the Monmouth County Board of Health system effective January 1, 2023. The County agrees to provide the Municipality with any and all current and future State mandated public health services required by statute, law, code regulation and/or directive which shall satisfy any and all health service obligations of the Municipality. The County further agrees that its employees, agents, and servants shall provide all aforesaid services in an efficient, timely manner.
2. The County's Health Department is designated as the statutorily recognized

local health agency for the Municipality.

3. The County's Public Health Coordinator is designated as the full-time health officer for the Municipality for all public health services and activities.
4. The Public Health Coordinator shall provide technical and professional services to assure the provision of core public health services, along with any elected services, that meet the standards set forth in in the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, *N.J.A.C. 8:52-1 et seq.*
5. The Public Health Coordinator shall assess public health needs, plan, organize and implement public health activities within the Municipality.
6. The Public Health Coordinator shall lead the investigation of, and response to, all public health emergencies, disasters and/or hazardous situations within the Municipality.
7. To fulfill the requirements of core public health activities, along with elected activities, the County may designate qualified and experienced representatives to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health activities.
8. The Public Health Coordinator may delegate activities to customary personnel, such as nurses, registered environmental health specialists, health educators and any others as may be required to carry out core activities. Personnel that have been delegated activities shall satisfy the requirements set forth in *N.J.A.C. 8:52-1 et seq.* and *N.J.A.C. 8:7-1 et seq.*, regarding licensure of persons for public health positions.

B. COST. As per *N.J.S.A. 26:3A2-19*, payment by the Municipality to the County shall be determined based upon the County's annual budget adopted by the County Board of County Commissioners. The County Board of Taxation shall adjust and apportion the annual levy between participating municipalities in accordance with *N.J.S.A. 54:4-49*. The total amount will be assessed, levied and collected in the same manner and at the same time as other County taxes. Such cost also includes the provision of public health nursing services. There shall be no surcharges for legal fees, overtime or emergency events.

C. TERM. This Agreement shall be in effect for a five (5) year period commencing January 1, 2023. After participation for not less than two (2) years, the Municipality may withdraw from this Agreement, provided that the Municipality gives the County a minimum of six (6) months' notice in accordance with *N.J.S.A. 26:3A2-12*. This Agreement shall run on a calendar year basis, therefore notice of termination must be given by no later than July 1st in order to be effective for the following January 1st.

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the City of Asbury Park hereby approves entry in the Agreement with the County of Monmouth consistent

with the foregoing.

BE IT FURTHER RESOLVED, that the Mayor, City Manager and City Clerk are each hereby authorized and directed to execute the attached shared services Agreement for the provisions Local Public Health Services, on behalf of the City.

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. 2023-346 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

**MEMORANDUM OF AGREEMENT
BETWEEN THE MONMOUTH COUNTY BOARD OF HEALTH
AND THE CITY OF ASBURY PARK
FOR THE PROVISION OF LOCAL PUBLIC HEALTH
SERVICES**

WHEREAS, the Monmouth County Board of Health, through the Monmouth County Health Department (the "County"), provides State mandated local health services pursuant to the Local Health Services Act, *N.J.S.A. 26:3A2-1 et seq.* and the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, *N.J.A.C. 8:52-1 et seq.*; and

WHEREAS, there must be a Board of Health in every municipality in the State, whether through its own individual municipal local health agency or through another agency such as a county health department; and

WHEREAS, the County serves as the health department for various towns throughout Monmouth County by virtue of contractual agreements; and

WHEREAS, the City of Asbury Park (the "Municipality") is in need of the provision of local health services, and the County desires to provide these health services to the Municipality.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the County and the Municipality (collectively the "Parties") agree as follows:

A. ADMINISTRATION.

1. The County hereby accepts the Municipality as a member in the Monmouth County Board of Health system effective January 1, 2023. The County agrees to provide the Municipality with any and all current and future State mandated public health services required by statute, law, code regulation and/or directive which shall satisfy any and all health service obligations of the Municipality. The County further agrees that its employees, agents, and servants shall provide all aforesaid services in an efficient, timely manner.
2. The County's Health Department is designated as the statutorily recognized local health agency for the Municipality.
3. The County's Public Health Coordinator is designated as the full-time health officer for the Municipality for all public health services and activities.
4. The Public Health Coordinator shall provide technical and professional services to assure the provision of core public health services, along with any elected services, that meet the standards set forth in in the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, *N.J.A.C. 8:52-1 et seq.*
5. The Public Health Coordinator shall assess public health needs, plan, organize and implement public health activities within the Municipality.

6. The Public Health Coordinator shall lead the investigation of, and response to, all public health emergencies, disasters and/or hazardous situations within the Municipality.
7. To fulfill the requirements of core public health activities, along with elected activities, the County may designate qualified and experienced representatives to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health activities.
8. The Public Health Coordinator may delegate activities to customary personnel, such as nurses, registered environmental health specialists, health educators and any others as may be required to carry out core activities. Personnel that have been delegated activities shall satisfy the requirements set forth in *N.J.A.C. 8:52-1 et seq.* and *N.J.A.C. 8:7-1 et seq.*, regarding licensure of persons for public health positions.

B. COST. As per *N.J.S.A. 26:3A2-19*, payment by the Municipality to the County shall be determined based upon the County's annual budget adopted by the County Board of County Commissioners. The County Board of Taxation shall adjust and apportion the annual levy between participating municipalities in accordance with *N.J.S.A. 54:4-49*. The total amount will be assessed, levied and collected in the same manner and at the same time as other County taxes. Such cost also includes the provision of public health nursing services. There shall be no surcharges for legal fees, overtime or emergency events.

C. TERM. This Agreement shall be in effect for a five (5) year period commencing January 1, 2023. After participation for not less than two (2) years, the Municipality may withdraw from this Agreement, provided that the Municipality gives the County a minimum of six (6) months' notice in accordance with *N.J.S.A. 26:3A2-12*. This Agreement shall run on a calendar year basis, therefore notice of termination must be given by no later than July 1st in order to be effective for the following January 1st.

D. INDEMNIFICATION. The Municipality hereby agrees to indemnify and hold the County harmless at all times in respect to all liabilities in connection with any and all past, present and future claims, actions, proceedings, judgments or expenses arising from any and all health services provided by the Municipality, its employees, and/or the Monmouth County Regional Health Commission #1 [prior health services provider] at any time prior to the effective date of the within Agreement. The Municipality further agrees to indemnify, protect, and hold harmless the County, its officers, agents, and employees from and against any and all suits, claims, demands, or damages, arising out of any act, error, or omission of the Municipality, its employees, or its agents, including but not limited to expenditures for investigation, legal defense, judgments, and/or settlements.

E. COMPLIANCE WITH LAW. The Parties agree that the services covered by this Agreement shall be provided in full compliance with all federal, state and local laws, rules and regulations, including but not necessarily limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended and implemented. The Parties agree to execute such other documents as may be needed to ensure full legal compliance.

F. AUTHORITY TO EXECUTE AGREEMENT. The execution of this Agreement has been duly authorized by the governing bodies of the County and the Municipality.

G. CHOICE OF LAW. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of New Jersey. All disputes arising under this Contract shall be resolved exclusively in the Superior Court of New Jersey, Monmouth County.

H. COUNTERPARTS. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

I. COPY. Upon execution, this Agreement shall be submitted to the New Jersey Department of Health, Office of Local Public Health, P.O. Box 360, Trenton, NJ 08625-0360.

J. NOTICES. Any notices that are required pursuant to this Agreement shall be made in writing (including facsimile and electronic transmissions), and mailed or transmitted or delivered as follows:

To COUNTY:

Monmouth County Administrator
Address: 1 E. Main Street, Freehold, NJ 07728
Attn: Teri O'Connor, County Administrator
Email: Teri.O'Connor@co.monmouth.nj.us
Fax: 732-409-4820

And

Monmouth County Health Department
Address: 50 East Main Street, Freehold, NJ 07728
Attn: Christopher P. Merkel, M.P.H., H.O., Public Health Coordinator
Email: Christopher.Merkel@co.monmouth.nj.us
Fax: 732-409-7579

To MUNICIPALITY:

CITY OF ASBURY PARK
Address: 1 Municipal Plaza, Asbury Park, New Jersey 07712
Attn: Donna Vieiro, City Manager
Email: donna.vieiro@cityofasburypark.com
Fax: 732-264-1267

Or to such other address or individual as any party may from time to time notify the other.

In **WITNESS WHEREOF**, the parties have executed this Agreement:

ATTEST:

COUNTY OF MONMOUTH

Name: Tamara Brown
Title: Clerk of the Board

By: _____
Name: THOMAS A. ARNONE
Title: Commissioner Director

WITNESS or ATTEST:

CITY OF ASBURY PARK

Name:
Title: Municipal Clerk

By: _____
Name:
Title:



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-347

Resolution awarding a contract with BRS, Inc. for Professional Environmental Services for EPA cleanup Grant totaling \$153,000.00 utilizing Grant Funds.



RESOLUTION NO. 2023-347

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

RESOLUTION AWARDING A CONTRACT FOR PROFESSIONAL ENVIRONMENTAL SERVICES FOR EPA CLEANUP GRANT

WHEREAS, on June 1, 2023 the City of Asbury Park solicited request for qualifications for Professional Environmental Services for EPA Cleanup Grant; and

WHEREAS, five proposals were received and evaluated in accordance with the RFQ; and

WHEREAS, it has been determined that BRS, Inc. submitted the lowest responsive and responsible proposal in accordance with the RFQ; and

WHEREAS, the not-to-exceed cost for the work provided by BRS, Inc. for Professional Environmental Services for EPA Grant Cleanup Affordable Housing Administrative Agent shall not exceed \$153,000.00; and

WHEREAS, the proposal is attached to this Resolution; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Grant Account G-02-43-966-023-220.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards Professional Environmental Services for EPA Cleanup Grant to BRS, Inc. in the not-to-exceed amount of \$153,000.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided by the City Clerk to the City Manager, Planning Director, CFO 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. 2023-347 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



June 1, 2023

Tracy Lizardi, Purchasing Agent
One Municipal Plaza
Asbury Park, NJ 07712

2. LETTER OF INTENT IN RESPONSE TO ASBURY PARK, NJ REQUEST FOR QUALIFICATIONS (RFQ) – PROFESSIONAL ENVIRONMENTAL SERVICES FOR EPA CLEANUP GRANT

Dear Ms. Lizardi:

Brownfield Redevelopment Solutions, Inc. (BRS) is pleased to submit this response to the above referenced RFQ. BRS is a New Jersey-certified Women-Owned Small Business Enterprise (WBE/SBE) headquartered in Medford, New Jersey. BRS specializes in assisting municipalities and other public entities with sustainable redevelopment programs, along with obtaining and administering grants that support such programs.

We have a well-deserved reputation for finding creative solutions for the multitude of community, regulatory, and funding issues that often plague public sector initiatives. BRS has worked with Asbury Park since penning the city's successful 2016 EPA Brownfields Assessment Grant application for \$400,000, followed by successful applications for \$237,000 in NJDOT Transportation Alternatives Set-Aside Program funds and the \$500,000 2021 EPA Brownfields Cleanup Grant with which this RFQ is concerned.

The knowledge of Asbury Park's redevelopment priorities and challenges as gleaned from these grant writing efforts, along with our experience managing and implementing the scope of the city's EPA Brownfields Assessment Grant, makes BRS the most strategic and cost-effective choice to assist with the grant and project management functions of the EPA Brownfields Cleanup Grant.

Thank you for your consideration. Please don't hesitate to contact me with any questions, and we look forward to working with you.

Very Truly Yours,

Michele Christina
BRS Principal

Enclosure



**Response to
Request for Qualifications for
PROFESSIONAL ENVIRONMENTAL SERVICES
FOR EPA CLEANUP GRANT
City of Asbury Park, New Jersey
June 1, 2023**

**Brownfield Redevelopment
Solutions, Inc. (BRS)**

PO Box 2293
Medford Lakes, New Jersey 08055

Key Contact Person:

Michele Christina, Principal in Charge
Telephone: 856-964-6456, x1
Fax: 732-782-0404

www.brsinc.com

3A. CONSULTANT OVERVIEW



Brownfield Redevelopment Solutions, Inc. (BRS) is a New Jersey-certified Women-Owned Small Business Enterprise (WBE/SBE) formed in 2003 by its Principals, Michele L. Christina and Leah B. Yasenchak. The firm was founded with the sole purpose of assisting the public sector with establishing sustainable and aggressive brownfield redevelopment programs. BRS has stayed true to its mission of helping the public sector achieve their community revitalization goals by providing services that include funding access, reuse planning, partnership building, environmental services, and other activities to facilitate the remediation and redevelopment of brownfield sites. BRS has been working with Asbury Park since penning its successful 2016 EPA Brownfields Community-Wide Assessment Grant application, and looks forward to assisting with this next step towards the fulfillment of the city's brownfield redevelopment objectives.

Our principal place of business is located at 739 Stokes Road, Units A&B, Medford, New Jersey, 08055. Our mailing address is P.O. Box 2293, Medford Lakes, New Jersey 08055. Our telephone and fax numbers are 856-964-6456 and 732-782-0404, respectively. Our company website is www.brsinc.com. Ms. Michele Christina (michele@brsinc.com, 856-964-6456, x1) will serve as the Principal in Charge of this engagement and the key contact for Asbury Park. She will be responsible for the overall implementation of any work conducted on behalf of the city.

BRS performs grant writing, EPA grant programmatic support, community outreach, brownfield assessment, planning, and cleanup oversight services for EPA brownfield grantees throughout the country. We have secured funding for and conducted grant implementation activities for numerous brownfield programs, to include experience with EPA Assessment, Cleanup, Revolving Loan Fund, Multipurpose, and Area Wide Planning Grants, along with other EPA brownfield planning and assessment initiatives undertaken in the communities for which we work. In fact, BRS serves as a brownfield subject matter expert throughout the United States and associated Territories, to include the U.S. Virgin Islands and Puerto Rico. As an EPA Technical Assistance to Brownfields (TAB) Program subcontractor for the New Jersey Institute of Technology (NJIT) since 2004, we have provided brownfield technical assistance for communities throughout EPA Regions 1, 2, 3, and 4. In 2022, we also joined the EPA TAB subcontractor pool for Kansas State University (KSU), serving EPA Regions 5, 6, 7, and 8. Both NJIT and EPA have tapped BRS for speaking engagements, webinars, and workshops for a variety of brownfield subject matter expertise to include grant writing, grant management, and EPA Brownfield Revolving Loan Fund management.

Moreover, our day to day work consists of serving as outsourced staff to local governments. In this role, we have developed a deep understanding of the challenges and constraints of local government, the power of partnerships, and how to work with existing systems to obtain out-of-the-box results. Our work often focuses on distressed neighborhoods and equitable development, with a specialization of finding and implementing funding for brownfields, resiliency, planning, and green infrastructure projects.



3B. PROPOSED KEY PERSONNEL

Full resumes are included as **Attachment A**.



Michele Christina, will serve as Principal in Charge. Michele is a former municipal Director of Economic Development. Prior to forming BRS, Michele worked for an international consulting firm, conducting environmental assessments on federal and state superfund sites. Michele is a Certified Economic Development Finance Professional having successfully completed The National Development Council certification program. She has NJDEP Underground Storage Tank certifications for Subsurface Evaluator and Closure. Ms. Christina also became a Member of the New Jersey Site Remediation Professional Licensing Board in 2022. She currently serves as the Principal in Charge of BRS's USEPA Brownfield funded efforts for the Camden Redevelopment Agency (CRA), Asbury Park, Jersey City Redevelopment Agency (JCRA), and New York City. She holds a Bachelor of Science degree in Biology and in Environmental Science from Westminster College.



Jennifer Taylor, PE, LEED-AP, will serve as the Program Manager and is a licensed Professional Engineer with over 19 years of experience managing complex public sector infrastructure projects including construction and demolition projects, environmental assessment, land development, electrical infrastructure, resiliency and flood mitigation, and permitting and approvals. She is currently serving as the Program Manager of BRS's USEPA Brownfield funded efforts for NJEDA and Asbury Park, as well as a Project Manager for Trenton, the Camden Redevelopment Agency (CRA), and Jersey City Redevelopment Agency (JCRA). Jennifer holds a Masters of Engineering from University of Southern California as well as a Bachelor of Science degree in Mechanical Engineering from Rutgers University.



Kathleen Nolan will serve as the Grant Manager and Community Outreach lead, having previously served in that role for Asbury Park's EPA Brownfields Community-Wide Assessment Grant. Katie is an Environmental Scientist and Grant Manager with BRS and works directly with our administrative and engineering staff preparing grants and technical reports. She has over 25 years of experience both in the field and with technical documentation. Her background with environmental education, management, and community outreach includes work for academic and private clients, as well as State and Federal agencies. Ms. Nolan holds a Bachelor of Science degree in Environmental Science from the Richard Stockton College of New Jersey and a Master of Environmental Management degree with a specialization in Remediation from Texas A & M University.



Subcontracting Personnel

Kevin McAllister, PG, LSRP, a former BRS employee, has been serving as the LSRP of Record for Asbury Park as a subcontractor to BRS. BRS proposes to continue this arrangement, as continuity in the LSRP role is the most cost-effective and efficient option for the city, but it should be noted that BRS has two LSRPs in house should a change of personnel be needed. Kevin has over three decades of experience with



environmental assessments and remediation, having performed countless Phase I and II site assessments since 1988 thorough out the tri-state area. His work has concentrated predominantly on brownfield sites in urban zones pegged for residential or recreational reuse. Kevin has served a Project Manager for many of BRS's clients to include Trenton, the Camden Redevelopment Agency (CRA), and Jersey City Redevelopment Agency (JCRA). Kevin has a Bachelor's degree in Geology from Temple University.

3C. JUDGMENTS AND/OR PROFESSIONAL MALPRACTICE

BRS has managed more than 200 federal cooperative agreements and secured numerous state, local, and foundation grants for clients totaling over \$304.3 million, and has not been cited for deficiencies or non-compliance by any regulatory or funding agency. All associated audits have had no major adverse audit findings. This includes grant awards from the US Economic Development Administration; US Environmental Protection Agency; the US Department of Transportation; the US Department of Housing and Urban Development; and the New Jersey Department of Environmental Protection. Moreover, BRS itself has never been disbarred, suspended or otherwise prohibited from professional practice, or receiving federal, state, or local funding. Neither the firm nor the BRS individuals assigned to this engagement have ever been involved in any professional malpractice adjudications.

3D. PROPOSAL NARRATIVE: UNDERSTANDING OF AND APPROACH TO SCOPE OF SERVICES

The Scope of Services provided in the RFQ appears to encompass the entire grant workplan including those activities that should be performed by an outsourced contractor as well as by an outsourced professional services consultant. With an eye toward compliance for federal procurement AND New Jersey state procurement requirements, BRS proposes to perform only those services that would be deemed as professional consulting services vs. those portions of the remediation that would need to be procured via a public Invitation to Bid process. As such, we are responding only to aspects of the workplan that would be appropriate to that role. As part of the scope of work, BRS will assist the City with development of an Invitation to Bid to procure a remediation contractor as required.

Task 1: Cooperative Agreement Oversight and Community Outreach

BRS will support the City's efforts to implement and manage the EPA cooperative agreement. We are very familiar with allowable costs and site eligibility requirements, and will work with to ensure that funds are spent in accordance with all applicable terms and conditions and that all reporting requirements are strictly followed. We will prepare draft and final reporting requirements, with input and approval from the City, to include quarterly and annual EPA reporting, ACRES reporting, MBE/WBE reporting, FFRs, as well as track grant budgets, payments and drawdowns in accordance with all applicable terms and conditions. This tasks also includes quarterly meetings with the EPA Project Officer.

BRS understands the importance of keeping the public informed, particularly as cleanup activities are initiated and progress. BRS will lead engagement efforts with residents, property owners, business owners, developers, and other stakeholders throughout the implementation of EPA grant. Related activities to be performed include the development of a Community Relations Plan, the facilitation of



Steering Committees and other community meetings as required by the EPA cooperative agreement. BRS will also assist the City with the establishment of a project document repository.

Pricing Consideration:

BRS will perform the above referenced Grant Management services on a time and materials basis at an estimated annual cost of \$5,000/yr, over the three-year performance period, totaling \$15,000.

It is anticipated that the majority of the deliverables and meetings for community outreach will be completed in the first year of the grant. Community meetings will be at the lump sum rate of \$1,500 per meeting. It is anticipated that all community meetings will be virtual, and that two (2) meetings per year will be held in years 2 and 3 of the grant.

Year 1 – CRP, Document Repository and Initial community meeting	\$10,000
Year 2 - 2 Meetings @ \$1,500/Meeting	\$ 3,000
Year 3 - 2 Meetings @ \$1,500/Meeting	<u>\$ 3,000</u>
TOTAL	\$16,000

Our understanding is that the National Brownfield Training Conference provision in the workplan is intended for the City Project Director, but it should be noted that BRS already plans to attend and represent the interests of all of our clients at the EPA/ICMA National Brownfields Training Conference, scheduled for August in Detroit, at no cost to Asbury Park.

Task 2: Environmental Reporting and Engineering

BRS will conduct all environmental reporting required for compliance with the NJDEP, USEPA and local regulations. All draft reports shall be submitted to the City and the USEPA for review and comment prior to finalizing. It is anticipated that a single report deliverable shall be prepared for the group of sites, with the exception of the Remedial Action Report and associated RAOs. Should the City require single-site deliverables, BRS can provide pricing accordingly.

Environmental reporting is anticipated to include the following:

Analysis of Brownfields Cleanup Alternatives (ABCA): The ABCA shall be prepared in accordance with USEPA Region 2 requirements. BRS shall vet the various alternatives within the EPA ABCA format, and prepare the ABCA documents, identifying the selected remediation approach within the context of the selected reuse considerations, property owner objectives, development goals, and complying with all EPA requirements. As part of those ABCA requirements, a public meeting is held for each site to elicit feedback on the selection of the cleanup remedy. Public comments, and the respective response to the public comments, are included in each ABCA as required by EPA for finalization.

Remedial Action Workplan (RAWP): The RAWP shall be prepared in accordance with USEPA Region 2 and NJDEP Technical Regulation requirements. RAWPs will typically be prepared featuring the selected alternative from the ABCA as well as based on the findings of the various environmental investigations



conducted. The RAWP shall serve as the bases for the scope of work to be incorporated in the bid specifications, and shall be prepared in line with the City's goals for reuse/redevelopment of the sites.

Quality Assurance Project Plan (QAPP): Should any sampling and analysis effort be conducted with EPA funding, EPA will require a QAPP. The QAPP must be approved by the EPA prior to commencement of any of any collection, testing, and use of environmental samples at the site. It is anticipated that post closure soil sampling will be required following removal of the Underground Storage Tank (UST) at 61-63 Ridge Avenue as well as the CEA quarterly groundwater monitoring. BRS will prepare the QAPP, conduct the sampling, and submit the samples to a NJDEP- certified laboratory for analysis.

Classification Exception Area (CEA): In order to address the groundwater remediation, it is anticipated that a CEA will be required to prohibit the use of groundwater in the area. Providing a CEA will inhibit exposure to contaminants in groundwater by providing a record of groundwater contaminants that exist at concentrations above standards and will provide restrictions of installations of groundwater wells in the area. Efforts conducted for the CEA under this task are those limited to submission of NJDEP forms for the CEA.

Remedial Action Report (RAR): Following completion of remediation, the RAR shall be prepared in accordance with NJAC 7:26E and the LSRP shall prepare corresponding Response Action Outcomes (RAOs) for the AOCs to close the sites. All necessary NJDEP Site Remediation Reform Act (SRRA) forms shall be completed, certified and submitted to comply with the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C).

All deliverables, upon authorization by the City, will be submitted to EPA for review and approval in draft form. Upon receipt of EPA comments, BRS will finalize the drafts and submit to EPA.

Pricing Consideration:

Anticipated deliverables include, but are not limited to the following:

RAWP	\$ 6,000
QAPP	\$ 3,500
CEA DEP Submission	\$ 2,000
Public Notice	\$ 500
Remedial Action Report	<u>\$11,225</u>
Total:	\$24,000

Tasks 3 and 4: Soil Remediation and UST Removal (61-63 Ridge Avenue)

The efforts to remove and disposal of the historic fill and the UST removal should be handled as a non-professional services solicitation in order to comply with local and federal procurement requirements. The primary objective of this task is to develop an Invitation to Bid solicitation to procure the remediation contractor in accordance with federal and state procurement requirements and oversee the work performed by the remediation contractors. To achieve economies of scale, BRS recommends preparing a single Invitation for Bid for all four (4) sites that combines the remediation efforts required for the soil remediation and the UST removal at 61-63 Ridge Avenue.

Based on the approved RAWP, BRS will develop the Contract and Bid Specification package with the procurement requirements and technical specification necessary for qualified Contractors to bid the proposed cleanup efforts, including soil remediation and UST removal. It is this remediation contractor,



procured in accordance with Federal and State requirements, that will perform the EPA funded cleanup activities.

The specifications for bid shall include requirements for compliance with relevant standards, practices, and local, state and federal regulations, including but not limited to:

- New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)
- USEPA Cooperative Agreement requirements
- New Jersey Prevailing Wage and Davis-Bacon Act compliance
- Build America, Buy America (BABA) requirements
- Standards for Soil Erosion and Sediment Control in New Jersey (SESC) and in accordance with the requirements of the Freehold Soil Conservation District (SCD)

In addition to developing the Invitation to Bid solicitation, BRS shall also provide support during the procurement process as part of this task including:

- Attendance at one (1) pre-bid site meeting with prospective bidders.
- Preparation of responses to questions raised by bidders in one (1) Addendum to the Bid Specification.
- Assistance with the evaluation of the responses to the Bid, to include development of a proposal checklist and scoring sheet, and recommendations regarding award of the work.

As the remediation will be conducted by the procured contractor, BRS will serve on behalf of the City as the Owner's Representative for the implementation of the EPA-funded cleanup effort. Clean up activities are understood to include soil remediation and UST removal. It is anticipated that groundwater remediation will be addressed through a CEA, to be established by the LSRP of Record and conducted under Task 5.

As the Owner's Representative, BRS proposes to conduct a series of remediation support activities and contract administration during the active cleanup effort at the site. These activities include:

- Coordinate with the remediation contractor and the City to ensure the optimal planning and performance of the remediation activities and maintain EPA compliance.
- Review and provide comments on submittals, reports and other documents developed by the remediation contractor, or subcontractors, if appropriate.
- Host the pre-construction meeting to review the project schedule, submittal requirements, construction sequencing and other relevant construction procedures with the contractor and their subcontractors.
- Attend construction project update meetings with the contractor and their subcontractors, throughout the course of construction to review progress, work schedules, and discuss construction issues.
- Provide on-site project representation during remediation to observe procedures, review progress, record observations, verify that materials specifications are being met, report deviations documents, and provide field clarifications.



- Review and provide written responses on submittals, including written requests for information (RFI) or interpretation of drawings and technical specifications; shop drawings; and material submittals.
- Revise drawings and specifications as necessary to address unforeseen conditions that may be identified during construction.
- Conduct project closeout tasks including preparation of punch lists, confirming attainment of Substantial Completion and participating in the Final Inspection.
- Review of contractor's pay applications.
- Preparation of change requests and change directives, as necessary.
- Provide oversight of federal Davis Bacon wage requirements, including on-site interviews and review of certified payroll.
- Other construction management support related activities as mutually agreed upon.

Pricing Consideration:

BRS will prepare a single bid package, including all four sites for the lump sum cost of \$12,000.

BRS will perform the above referenced Owners Representative remediation oversight on a time and materials basis at an estimated cost of \$48,000. Assumptions include remediation field work to be completed within a four-week period and intermittent BRS site visits.

Task 5: Groundwater Remediation (61-63 Ridge Avenue)

BRS will conduct the activities needed to submit the CEA request to NJDEP. Work performed under this task will involve conducting four rounds of quarterly groundwater sampling and reporting events, conducting requisite modeling, and preparing requisite NJDEP submittals to establish the CEA.

Pricing Consideration:

BRS will perform the above referenced activities for establishing a CEA on a time and materials basis at an estimated cost of \$38,000. We assume that all requisite groundwater wells will be installed separately and that the work under this contract will involve conducting four rounds of quarterly groundwater sampling and reporting events.



3E. LIST OF SUCCESSFUL EPA AND NJDEP GRANT APPLICATIONS

This list includes secured amounts from the EPA Brownfields and NJDEP HDSRF Programs only, as they are the programs being inquired about in this RFQ. Additional EPA and NJDEP grants have been secured for our clients that do not appear here, but information can be provided upon request.

Client	Type of Grant and (Number) Written	Grant Totals
Camden Redevelopment Agency/City of Camden, NJ	EPA Assessment (8)	\$2,100,000
	EPA Cleanup (23)	\$5,700,000
	EPA Revolving Loan Fund (5)	\$6,249,999
	NJDEP HDSRF (20)	\$14,811,503.05
City of Trenton, NJ	EPA Assessment (7)	\$1,800,000
	EPA Cleanup (14)	\$4,596,106
	EPA Revolving Loan Fund	\$2,000,000
	NJDEP HDSRF (29)	\$10,145,494.71
Jersey City Redevelopment Agency, Jersey City, NJ	EPA Assessment (7)	\$1,550,000
	EPA Cleanup (11)	\$2,500,000
	EPA Multipurpose	\$800,000
	EPA Revolving Loan Fund (2)	\$1,328,090
	NJDEP HDSRF (13)	\$8,493,827.78
Mayor's Office of Environmental Remediation, New York City, NY	EPA Assessment (3)	\$800,000
	EPA Revolving Loan Fund (7)	\$3,700,000
City of Asbury Park, NJ	EPA Assessment	\$400,000
	EPA Cleanup	\$500,000
City of Orem, UT	EPA Assessment	\$300,000
Sullivan County Land Bank/Sullivan County, NJ	EPA Revolving Loan Fund	\$800,000
	EPA Cleanup	\$500,000
Township of Hainesport, NJ	EPA Cleanup	\$500,000
New Jersey Economic Development Authority (NJEDA)	EPA Assessment (2)	\$2,300,000
	EPA Revolving Loan Fund	\$800,000
City of Salem, NJ	EPA Multipurpose	\$800,000
Essex County, NJ	EPA Assessment (2)	\$400,000
Bucks County, PA	EPA Assessment	\$400,000
	EPA Revolving Loan Fund	\$1,000,000
City of Plainfield, NJ	EPA Assessment (5)	\$1,200,000
	EPA Cleanup	\$200,000
	NJDEP HDSRF (8)	\$1,137,096



City of Baltimore, MD	EPA Assessment (2)	\$400,000
	EPA Cleanup	\$200,000
City of Geneva, NY	EPA Cleanup	\$200,000
City of Newark, NJ	EPA Assessment (4)	\$800,000
	EPA Cleanup (17)	\$3,400,000
	EPA Multipurpose	\$550,000
	EPA Revolving Loan Fund	\$1,000,000
Plant City, NJ	EPA Assessment (2)	\$400,000
Village of Fort Edward, NY	EPA Assessment (3)	\$600,000
	EPA Cleanup	\$200,000
City of Richmond, VA	EPA Assessment (2)	\$400,000
Mercer County (NJ) Improvement Authority	EPA Cleanup (2)	\$400,000
	NJDEP HDSRF (2)	\$169,440
Union County, NJ	EPA Assessment	\$600,000
Pennsylvania Dept. of Community & Economic Development (subcontract to Gaito & Associates)	EPA Revolving Loan Fund	\$1,000,000
Pennsylvania Dept. of Environmental Protection (subcontract to Gaito & Associates)	EPA Assessment	\$2,000,000
EDGE of Memphis, TN	EPA Revolving Loan Fund	\$1,000,000
City of Memphis, TN and Shelby County Community Redevelopment Agency	EPA Assessment	\$1,000,000
Delaware County, PA	EPA Revolving Loan Fund	\$1,000,000

3F. SUMMARIES OF SPECIFIC EXPERIENCE REQUIREMENTS

BRS has written, managed, and assisted with the implementation of every type of EPA Brownfields Grant inclusive of Area-Wide Planning and Community-Wide Assessment grants, as a fund manager for EPA Revolving Loan Fund grants, as On Scene Coordinator for Cleanup Grants, and as a contractor performing Phase I and Phase II assessments. With over 20 years of EPA Brownfield Grant experience, we have developed not only an excellent working relationship with the regional EPA staff, but also a system for tracking all deliverables, deadlines, and expenditures for EPA-funded efforts. We are very familiar with allowable costs and site eligibility requirements, and will work with to ensure that funds are spent in accordance with all applicable terms and conditions and that all reporting requirements are strictly followed.

We have managed more than 200 EPA Brownfield cooperative agreements, acting as regulatory and stakeholder liaison, coordinating community outreach, documenting and reporting all grant-funded activities according to all applicable requirements (quarterly and annual EPA reporting, ACRES reporting, MBE/WBE reporting, FFRs), reviewing costs, monitoring Davis-Bacon Act compliance, coordinating payments and drawdowns in accordance with all applicable terms and conditions, and fulfilling all closeout reporting requirements.



LSRP SERVICES

BRS's core service of acting as outsourced staff/owner's representation for our municipal clients, the majority of which are located in New Jersey, means that we are **well versed in the requirements and functions of the Licensed Site Remediation Professional role** in environmental assessment, remediation, and redevelopment projects. Additionally, as EPA funding specialists who frequently leverage this funding to obtain state HDSRF grants, BRS knows how to **coordinate efforts to efficiently meet both federal and state requirements** for this work.

In the past five years, BRS has fulfilled the LSRP of Record role for the following clients: City of Asbury Park, NJ; Camden Redevelopment Agency, Camden, NJ; City of Trenton, NJ; Jersey City Redevelopment Agency, Jersey City, NJ; NJEDA; City of Salem, NJ; Town of Harrison, NJ; Camden Sophisticated Sisters, Camden, NJ; and Camden Lutheran Housing, Camden, NJ to name a selected public sector and non-profit entities with whom we have worked.

BRS has two LSRPs in house should a change of personnel become necessary, but for this engagement, we are proposing to continue our subcontracting partnership with former BRS employee **Kevin McAllister, LSRP, who has served as the LSRP of Record for Asbury Park's EPA Assessment Grant efforts.** We feel that **maintaining continuity in the LSRP role** is the most efficient and cost-effective option for the city moving into the cleanup phase.

NJDEP HDSRF PROGRAM

BRS has a strong history of identifying and securing grant funding, with a grant writing success rate close to 80%. We have an extensive history working with the HDSRF program, having secured and managed **\$50 million in New Jersey HDSRF grants** for the local governments and agencies of Trenton, Jersey City, Camden, Plainfield, Mercer County, Newark, and others. We have also secured over \$43.1 million in EPA funding for our New Jersey client communities alone, over \$57.3 million overall, and **frequently leverage this EPA funding in our HDSRF grant applications.** Our grant writing success extends beyond assessment and cleanup. In total, have obtained well over \$304.3 million in federal, state, local, and foundation funding to advance public sector revitalization initiatives.

We have managed all of the HDSRF grants that we have secured. Thus, we have developed not only an excellent working relationship with NJDEP/NJEDA staff, but also a system for tracking all deliverables, deadlines, and expenditures. We are very familiar with allowable costs and site eligibility requirements, and work with our clients to ensure that the funds are spent in accordance with all applicable terms and conditions.

EPA BROWNFIELDS CLEANUP PROGRAM

The table on the following two pages represents over two decades of BRS's holistic, "research to ribbon cutting" experience with the EPA Brownfields Program, including the grant management, project management, owner's representation, and remediation oversight functions required for this engagement.



Client	Length of Relationship	EPA Brownfields Grants Secured by BRS	EPA Grant Preparation	EPA Grant Management	Community / Stakeholder Work	EPA Assessment	EPA Planning	EPA Economic Studies	EPA Owner's Representation	EPA DBA Compliance	EPA Remediation Oversight	EPA RLF Fund Management	HUD / Non-EPA Assessment
Camden Redevelopment Agency/City of Camden, NJ	2003 to Present	\$14,049,999	●	●	●	●	●	●	●	●	●	●	●
City of Trenton, NJ	2003 to Present	\$7,400,000	●	●	●	●	●	●	●	●	●	●	●
Jersey City Redevelopment Agency, Jersey City, NJ	2007 to Present	\$6,178,090	●	●	●	●	●	●	●	●	●	●	●
Mayor's Office of Environmental Remediation, New York City, NY	2009 to Present	\$4,500,000	●	●	●	●			●	●	●	●	●
City of Asbury Park, NJ	2015 to Present	\$900,000	●	●	●	●			●				
Township of Little Egg Harbor, NJ	2015 to Present	Other Funding							●				●
City of Orem, UT	2017 to Present	\$300,000	●	●	●	●	●	●					
Borough of Tuckerton, NJ	2018 to Present	Other Funding							●				●
Sullivan County, NJ	2018 to Present	\$800,000	●	●	●								
Sullivan County Land Bank	2019 to Present	\$500,000	●	●	●				●	●	●		
Philadelphia Redevelopment Authority, City of Philadelphia, PA	2019 to Present	N/A	●	●	●								
Township of Hainesport, NJ	2019 to Present	\$500,000	●	●	●				●	●	●		●
New Jersey Economic Development Authority (NJEDA)	2019 to Present	\$3,100,000	●	●	●	●	●	●	●		●	●	
City of Salem, NJ	2020 to Present	\$800,000	●	●	●	●	●						●
City of Harrison, NJ	2021 to Present	Other Funding											●
City of Lambertville, NJ	2021 to Present	Other Funding											●
Philadelphia Housing Authority, City of Philadelphia, PA	2021 to Present	N/A											●
City of Green Bay, WI	2021 to Present	N/A		●								●	
Lycoming County, PA	2022 to Present	N/A		●	●				●	●	●		

Client	Length of Relationship	EPA Grants Secured by BRS	EPA Grant Preparation	EPA Grant Management	Community / Stakeholder Work	EPA Assessment	EPA Planning	EPA Economic Studies	EPA Owner's Representation	EPA DBA Compliance	EPA Remediation Oversight	EPA RLF Fund Management	HUD / Non-EPA Assessment
Niagara County Brownfield Development Corporation, NY	2022 to Present	N/A		●	●		●		●	●	●		
Essex County, NJ	2004	\$400,000	●										
Bucks County, PA	2004; 2006	\$1,400,000	●	●									
City of Plainfield, NJ	2005 to 2017	\$1,400,000	●	●	●	●		●	●	●	●		
Bayonne (NJ) Economic Development Corporation	2005 to 2009	N/A	●	●	●				●				
City of Baltimore, MD	2006	\$600,000	●										
City of Geneva, NY	2007 to 2009	\$200,000	●	●	●				●	●	●		
City of Newark, NJ	2008 to 2016	\$5,750,000	●	●	●	●	●	●	●	●	●	●	●
Plant City, NJ	2009	\$400,000	●										
Village of Fort Edward, NY	2010 to 2013	\$800,000	●	●	●				●	●	●		
Hudson County (NJ) Economic Development Corporation	2011 to 2013; 2018 to Present	N/A		●					●	●	●	●	
City of Richmond, VA	2013	\$400,000	●										
Mercer County (NJ) Improvement Authority	2014	\$400,000	●	●	●				●	●	●		
Union County, NJ	2014	\$600,000	●										
SOBRO (NY)	2016 to 2018	N/A		●	●		●						
Village of South Nyack, NY	2019 to 2020	N/A											●
Pennsylvania Dept. of Community & Economic Development (sub to Gaito & Associates)	2022	\$1,000,000	●										
Pennsylvania Dept. of Environmental Protection (sub to Gaito & Associates)	2022	\$2,000,000	●										
EDGE of Memphis, TN	2022	\$1,000,000	●										
City of Memphis, TN and Shelby County Community Redevelopment Agency	2022	\$1,000,000	●										
Delaware County, PA	2022	\$1,000,000	●										
TOTAL EPA BROWNFIELDS GRANTS SECURED:			\$57,378,089										



4. PROPOSAL/RATE SCHEDULE FORM

LABOR RATES

BRS agrees to provide services on an hourly payment basis. Our fee schedule follows, and the estimated costs for certain tasks are provided on the proposal/rate schedule form provided with the RFQ and found on the next page.

Position	Hourly Rate
Principal	\$ 166
Economic Analyst	\$ 162
Supervisory Engineer	\$ 156
LSRP	\$ 155
Supervisory Planner	\$ 142
Supervisory Grant Writer/Manager	\$ 142
Landscape Architect	\$ 142
Senior Environmental Scientist	\$ 136
Professional Planner	\$ 130
Grant Writer	\$ 130
Environmental Scientist	\$ 125
Grant Manager	\$ 110
Staff Engineer	\$ 95
Intern	\$ 46
Support Staff	No Charge

SUBCONTRACTOR MANAGEMENT

As previously mentioned, we will ensure LSRP continuity by subcontracting LSRP services to ACT I in order to maintain Kevin McAllister as the project LSRP. Kevin's billing rate is \$135/hour.

Laboratory services are the only other anticipated subcontractor costs associated with this effort. BRS's preferred laboratory for this effort is SGS North America, Inc. a nationally and state certified laboratory (NJDEP laboratory certification #12129). Know that actual, project specific pricing will be obtained after the development and EPA approval of the Remedial Action Workplan and prior to sample collection events. General pricing for SGS follows:



Full TCL/TAL +30 (XTCL11+)	SW846	SO	\$550.00
LL Encore Kits (V5035KITLL)	SW846 5035	SO	\$36.00
Encore Lab Prep, Low Level (V5035SPL)	SW846 5035	SO	\$5.00
NJEPH, Non-Frac, Spiked for Future Frac. (BNJEPHCAT2NF)	NJEPH	SO	\$55.00
☐ NJEPH, Contingent Fractionation (BNJEPHCAT2FO)	NJEPH	SO	\$55.00
Solids, Total Percent (SOL104)	SM18 2540G	SO	\$3.00
Disposal fee, per sample ID (DISPQ)	NA	SO	\$3.00

All subcontractor work will be subject to a 12% markup.



**City of Asbury Park
Fair and Open Process
Request for Qualifications
Professional Environmental Services for EPA Cleanup Grant**

PROPOSAL/RATE SCHEDULE FORM

Task	1. Labor Rates	2. Subcontractor Management Fees	3. Laboratory & Analytical Fees	Fixed Price or Estimate	Annual Costs
Task 1: Cooperative Agreement Oversight and Community Outreach	See Labor Rates Table	Not Anticipated	Not Anticipated	\$31,000	
Task 2: Environmental Reporting and Engineering (All Sites)	See Labor Rates Table	12%	Not Anticipated	\$24,000	
Task 3: Soil Remediation (All Sites)	See Labor Rates Table	12%	To Be Determined after RAW	\$60,000 (combined with Task 4)	
Task 4: UST Removal (61-63 Ridge Ave)	See Labor Rates Table	12%	To Be Determined after RAW		
Task 5: Groundwater Remediation (61-63 Ridge Ave)	See Labor Rates Table	12%	To Be Determined after RAW	\$38,000	
TOTALS				\$153,000	

- a. Consultant may provide additional details regarding the above pricing components.
b. Exceptions to this proposal must be noted and described separately.

Brownfield Redevelopment Solutions, Inc.
Name of Consultant

Principal
Title of Authorized Representative

5/30/2023
Date

Michele Christina
Authorized Representative (Print)


Signature of Authorized Representative

5. REFERENCES

In addition to the project details provided below, we have completed the required Reference Form included with the RFQ; this can be found with the other required forms in **Attachment B**.

Sullivan County, NY EPA Cleanup Grant Writing, Management, and Implementation Technical Support (2018 - Present)

Client: Sullivan County, NY Planning & Community Development and Sullivan County Land Bank
Contact: Ms. Jill M. Weyer, formerly Sullivan County Deputy Commissioner and Executive Director, Sullivan County Land Bank, currently Director of Community Development, Thompson, NY, 845-794-2500, x304, jweyer@townofthompson.com

BRS prepared Sullivan County's EPA Brownfield Cleanup Grant, securing \$500,000 for the county. Sullivan County Land Bank then engaged BRS for **management of the grant and implementation assistance at the Monticello Manor site in Monticello, NY**, including project scoping with the developer, coordination of EPA pre-remedial deliverables (Community Involvement Plan, ABCA, QAPP), preparation of bid documents, procurement and oversight of remediation contractors, and general project and construction management support. BRS continues to work with Sullivan County on additional sites, and also **wrote the County's successful 2023 EPA Brownfields Revolving Loan Fund application, securing \$1 million** in additional funding.

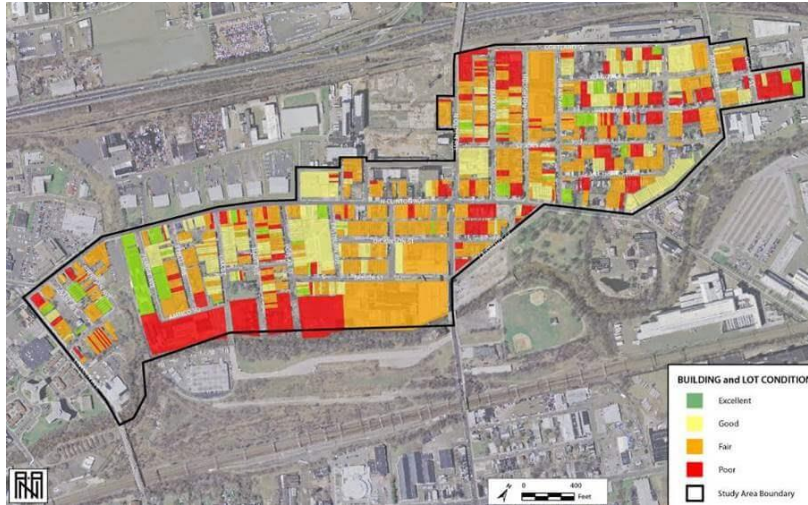
Trenton, NJ EPA Cleanup Projects (2003 – Present)

Client: Trenton, NJ
Contact: Mr. J.R. Capasso, Brownfields Coordinator, Department of Housing & Economic Development, 609-989-3501, jcapasso@trentonnj.org

BRS has been working continuously for the City of Trenton, New Jersey since 2003 to assist with assessment, cleanup, and redevelopment of the city's brownfields. BRS has **prepared and assisted with the implementation of over \$8.6 in EPA grants**, inclusive of Assessment, Cleanup, and Revolving Loan Fund grants. BRS has **used these EPA funding awards to leverage over \$10.2 million in state HDSRF awards** to create **urban parks, housing developments, and light industrial development areas**. In our capacity as outsourced staff for Trenton, BRS has conducted **community and stakeholder outreach**; performed **environmental assessments**; conducted various **planning activities** to include conceptual site plans, ABCAs, and RAWs; performed **economic analysis**; conducted **site inventories**; provided **oversight for the site cleanups** and compliance with **Davis-Bacon Act requirements**; and served as the **RLF Fund Manager**.



City of Trenton, NJ - Assunpink Creek Greenway (2003 – Present)



The Assunpink Greenway is an expansive, 99-acre linear park project adjacent to the Assunpink Creek, running through an impoverished section of Trenton.

The project area includes former industrial properties held by public and private owners. Transforming this large, contaminated, flood-prone area into a greenway is a long-term and ambitious task.

BRS obtained all funding for and manages the entire project, including:

- Over \$5 million in U.S. Economic Development Administration grant funding, \$1.6 million in U.S. Environmental Protection Agency grants, and approximately \$10 million in NJ Department of Environmental Protection Agency grants
- Oversight of subcontractors and area environmental assessment activities, including the former railroad maintenance yard abutting Amtrak's Northeast Corridor line.

BRS's Role:

- Managed acquisitions, including foreclosure, condemnation, and purchase of properties
- Conducted community outreach in a cooperative fashion and educated owners and residents alike regarding issues
- Obtained and coordinated aid offered by the various local, state, and federal entities involved in the project, including Mercer County, the New Jersey Department of Environmental Protection, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, and the U.S. Economic Development Administration
- Secured more than \$13 million toward investigation, remediation, and redevelopment
- Coordinated a Steering Committee comprised of funders, government regulators, community groups, and other stakeholders
- Prepared contractor bid specifications and/or professional services requests for proposals for identification and selection of contractors to implement work
- Coordinated and oversaw asbestos removal, demolition, and environmental assessment and remediation on multiple sites
- Worked with engineers and landscape architects to plan for building and site reuse



Pattern Machine and Foundry (2018 - Present)

Located in an economically and socially disadvantaged Trenton neighborhood that contains older housing stock, the environmentally contaminated site was adjacent to residential areas and a city playground and park. By combining this century old defunct industrial facility with adjacent parcels, new residential housing developments are able to be built.

***BRS's Role:***

- Prepared EPA- and state-funded Preliminary Assessment Report (Phase I) and Site Investigation Work Plan (Phase II)
- Prepared the demolition and remediation bid specification including hazard assessment and demolition of former industrial structures
- Serving as Owner's Representative and providing management and oversight of the demolition and remediation contractors
- Serving as the Licensed Site Remediation Professional (LSRP) of record for the site responsible for regulatory compliance of the assessment and remediation

Enterprise Avenue Industrial Park

The Enterprise Avenue Industrial Park was comprised of a series of privately held, abandoned, industrial properties, transformed for redevelopment as a new, state-of-the-art industrial park with complimentary public open space along the Assunpink Creek in Trenton. The properties lingered, unmarketable to new users for decades due to lack of funding, complex ownership and property liability issues.

***BRS's Role:***

- Secured and managed federal, state and local funding for the project, including a portion of a \$6 million in funding from the US Economic Development Administration
- Negotiated property donations and property sales to the City of Trenton
- Managed liability issues associated with a third party responsible for site environmental contamination. This involved establishing separate legal and financial agreements between the City, the NJDEP, the former property owner, and the former owner of the liability
- Provided expert testimony for establishing the redevelopment area
- Selected and obtained a suitable landscape architect and engineering firm to design the project
- Provided managerial oversight for the demolition contractor, architects and engineers
- Managed negotiations with Conrail and adjacent landowners to facilitate the abandonment and relocation of the remaining railroad spur, enabling industrial park expansion
- Closing out grant awards upon completion of the associated work effort
- Conducted community outreach services and assisted in attracting competent site developers



Camden, NJ EPA Cleanup Projects (2003 – Present)

Client: Camden Redevelopment Agency, Camden, NJ

Contact: Olivette Simpson, Interim Executive Director, 856-757-7600, olsimpso@ci.camden.nj.us

BRS has been working continuously for the Camden Redevelopment Agency (CRA) since 2003 to assist with assessment, cleanup, and redevelopment of Camden, New Jersey's brownfields. BRS has **prepared and assisted with the implementation of over \$30.8 million in State and EPA funding** including EPA Brownfield Assessment, Cleanup, Revolving Loan Fund, and RLF Supplemental Grants, along with an Area Wide Planning Grant, for a total of over \$16 million in EPA funding. BRS has used these EPA funding awards to leverage over \$14 million in additional state awards to create **urban parks, housing developments, and light industrial development areas**. In our capacity as outsourced staff for the CRA, BRS has conducted **community and stakeholder outreach**; performed **environmental assessments**; conducted various **planning activities** to include conceptual site plans, ABCAs, and RAWs; performed **economic analysis**; conducted **site inventories**; provided **oversight for the site cleanups** and compliance with **Davis-Bacon Act requirements**; and served as the **RLF Fund Manager**.

Camden Labs Site Redevelopment for Whitman Park Improvements Project (2014 - 2020)

The former headquarters of Camden Laboratories, a medical biotech facility in Camden, NJ, was abandoned in 2008 and demolished in 2018. The 3.5-acre site then became a prominent location for illegal dumping activity. A unique partnership called the Camden Collaborative Initiative helped put an end to these activities by leveraging the combined work of Camden County Metro Police, Camden Department of Public Works, NJ Department of Environmental Protection, and other stakeholder partners to secure and put cameras at the site. Once the site was stabilized, the Camden Redevelopment Agency (CRA) was able to begin taking steps to redevelop the site as an expansion area for the city-owned Whitman Park recreational facilities. Preparations for the site involved the safe removal and disposal of impacted soil, asphalt driveway extraction, grading, topsoil additions, and utility improvements.

The environmental investigation, remediation, and demolition of seven dilapidated buildings were made possible by \$2.1 million in funding from the NJ Department of Environmental Protection (NJDEP) and \$750,000 from the US Environmental Protection Agency (EPA). The expansion of Whitman Park into the former Camden Labs site nearly doubles the size of the park, and renovations to the park reflect direct involvement in the design process by the community, through meetings with sports league coaches, neighboring schools, and attendees at community outreach events. The park improvements include new and refurbished athletics fields and facilities, a public-use playground area, a covered pavilion, concession stands, water spray stations, additional seating, and lighting.

In addition to expanding and improving an important gathering space for the neighborhood, the Camden Labs site redevelopment served as a catalyst for further revitalization efforts, with BRS continuing to support the CRA in the preparation of a successful EPA Area-Wide Planning Grant application and the resulting planning efforts to address brownfield redevelopment opportunities across the Mount Ephraim neighborhood.



BRS's Role:

- Prepared the EPA and NJ Department of Environmental Protection (NJDEP) grant applications
- Performed EPA grant management services to include fulfillment of all cooperative agreement reporting requirements and all requisite drawdown activities
- Provided grant management services for the NJDEP Hazardous Discharge Site Remediation Fund (HDSRF) awards
- Prepared bid documents, hosted pre-bid site meetings, reviewed bids, and made recommendation for award
- Acted as owner's representative during the assessment, remediation, and demolition of the existing buildings
- Worked with contractors to ensure demolition materials and asbestos-containing materials were classified and disposed of properly
- Conducted interviews for Davis-Bacon Act compliance and reviewed certified payroll prior to making recommendation of payment on contractor invoices.

ABC Barrel Site: Licensed Site Remediation Professional Assessment and Remediation Management (2011 - Present)

Abandoned for over 30 decades, BRS was instrumental in procuring the remediation funding needed for this small, high-impact site within the City of Camden's most income diverse residential neighborhood. Anchored by a branch campus of Rutgers University on one end and waterfront views of Philadelphia on the other, the Cooper Grant neighborhood is in high demand for additional residential development, yet this property sat idle for want of cleanup money for the public agency tasked with redeveloping it. Remediation fieldwork was completed in spring 2017. Once redevelopment is completed, the site will provide additional housing options in the neighborhoods as well as a public open space park.

**BRS's Role:**

- Developed strategy to address environmental assessment, remediation, and funding needs
- Assisted with securing over \$1 million in EPA funding and over \$500,000 in state funding for the project over a period of several years
- Prepared the remediation bid specification
- Ensured compliance with Davis-Bacon Act
- Served as Owner's Representative, providing remediation contractor management and oversight
- Served as the Licensed Site Remediation Professional of Record for the site responsible for implementation, closeout, and regulatory compliance of the assessment and remediation
- Facilitated community outreach and the open space easement for the property



***Cramer Hill Waterfront Park at the
Former Harrison Avenue Landfill (2004 - Present)***

Situated on a former unregulated city dump that accepted municipal and industrial wastes from circa 1950s to 1971, the 86-acre former Harrison Avenue Landfill site was acquired by the Camden Redevelopment Agency (CRA), who was working with a private developer to turn the site and surrounding area into a gated residential community and golf course on the Delaware River. As the surrounding disadvantaged community became very vocal in their opposition and the project eventually failed, BRS was retained in 2004 and assisted the CRA in their efforts to redirect the project, procuring funding and serving as outsourced staff responsible for grant administration and project management support.



This former landfill now hosts The Salvation Army's Joan and Ray Kroc Center, a vibrant community center with ball fields, aquatics center, day care, and medical clinic, and the Cramer Hill Waterfront Park, which opened to the public in November 2021, and offers a wealth of public resources including an amphitheater, fishing plaza, hiking/biking paths and trails, historic/educational signage, a kayak launch, picnic area, playground, sensory garden, shoreline observation areas, and a summit vista with panoramic views of the Delaware River, Petty's Island, the Benjamin Franklin Bridge, and Philadelphia, PA.

In addition to the landfill closure and park construction, the project involved the restoration and creation of approximately seven acres of freshwater tidal wetlands; over 3,000 feet of bioengineered vegetative shoreline, including 450 feet of living shoreline in three areas along the back channel of the Delaware River; habitats for wildlife including endangered species; over 375,000 plantings; and a two-acre tidally fed fishing pond. The habitat restoration was constructed by NJDEP with coordination support from BRS.

BRS's continuing role as Owner's Representative involves procuring and overseeing various consultants and contractors for the environmental assessment, Title V air permitting, and remediation closeout efforts at the site; developing an O&M Manual for the long term maintenance of the ecological and remediation systems at the site; providing technical reviews and input regarding the various operating and construction agreements for the site; serving as a liaison between the public sector owner and the state and federal regulatory agencies; and community outreach for the remediation efforts at the site.

The CRA received both the 2015 and 2022 Region 2 Phoenix Awards from the U.S. Environmental Protection Agency for the Kroc Center and Waterfront Park redevelopments, respectively.

Success factors included:

- Involving the existing community in a meaningful way, and having a willingness and ability to change plans based on that input
- Obtaining, coordinating, and fulfilling the requirements of successive rounds of public sector grants from a variety of federal, state, and local funding sources, for



- over \$10 million toward investigation, remediation, and redevelopment
- Partnering with the state regulatory agency (NJDEP) for their creative use of state natural resource damage claim settlement funding
- Working in partnership with the various visions in NJDEP and EPA to make the project a reality
- Oversaw grant management activities for multiple state and federal funding sources

6. PROOF OF INSURANCE

BRS meets the insurance coverage requirements set forth in the City's solicitation. A specimen Certificate of Insurance can be found with the other required forms in **Attachment B**.

7. SAMPLE CONTRACT

A sample contract can be found in **Attachment C**.





ATTACHMENT A

Key Personnel Resumes



Michele Christina Principal

As Co-Owner of BRS, Ms. Christina serves as Principal in Charge of the firm's Environmental and Construction Services Divisions. Services performed for clientele's community redevelopment projects include: support of public sector programs and initiatives; fund management responsibilities for RLF programs; environmental remediation/reuse funding strategies; oversight of BRS's environmental assessments; remediation contractor oversight; and serving as a client liaison among the various regulatory agencies and community stakeholders.

BRS PROJECTS

Fund Manager, EPA Brownfields Revolving Loan Funds, Various Clients (2003-Present)

For over 20 years, Ms. Christina has worked with communities to obtain, establish, and implement EPA Brownfields Cleanup Revolving Loan Fund (BCRLF) Grants since EPA rolled out the pilot program in the 1990s. In 1997, she was part of the team that worked with EPA Region 2 to establish the national policy that enabled grantees to loan the money to themselves. Current activities on BCRLF include preparation of successful funding applications, development of program documents and marketing materials, managing BCRLF grants, vetting fiscal viability of project pro formas, negotiating loan agreements, and assisting with project oversight during cleanups. Current BCRLF clients include City of Green Bay, Wisconsin; New Jersey Economic Development Authority; City of New York, New York; Hudson County, New Jersey; City of Jersey City Redevelopment Agency; City of Camden Redevelopment Agency; and the City of Trenton, New Jersey.

Principal in Charge, EPA Brownfields Assessment Grants, Various Clients (2003-Present)

For over 20 years, Ms. Christina has been responsible for the firm's efforts with implementing EPA funded assessment grants. Current activities on include preparation of successful funding applications, development of program initiatives to identify and assess sites, budget management, negotiations with EPA personnel regarding site eligibilities and technical approaches, and general oversight of the firms environmental assessment activities. Current Assessment clients include City of Orem, Utah; New Jersey Economic Development Authority; City of New York, New York; City of Jersey City Redevelopment Agency; City of Camden Redevelopment Agency; and the City of Asbury Park, New Jersey.

Brownfield Support, Camden Redevelopment Agency (CRA) (2003-Present)

Ms. Christina supports the CRA's redevelopment efforts by providing a suite of highly specialized brownfield program support services necessary for public sector clients to interact with regulators, plan for and manage their acquisition, development, and/or transfer of contaminated property. Work includes planning, inventorying, obtaining and deploying funding sources, contractor management, assessment, and establishing strategies to facilitate redevelopment of environmentally compromised properties.

Years of Professional Experience:

34

Education:

B.S. – Environmental Science and Biology, Chemistry concentration
Westminster College,
1988

Graduate, Goldman Sachs
10,000 Small Business Program, Cohort 5,
Philadelphia 2014

Certifications:

Economic Development Finance Professional Certification (National Development Council Certificate Number 1113-042)

Underground Storage Tank: Closure and Subsurface Evaluation (New Jersey Department of Environmental Protection Certificate Number 0010199)

Hazardous Waste 40-Hour Health and Safety Training

Contact:

michele@brsinc.com

Brownfield Support, Jersey City Redevelopment Agency (JCRA) (2007-Present)

Similar to the CRA, Ms. Christina supports the JCRA's redevelopment efforts by providing various program support services necessary for the JCRA to advance their mission of elevating the quality of life in all Jersey City neighborhoods. Work includes serving as owner's representative for Grand Jersey, a 20.38 acre Brownfield Development Area comprised of eight separate former heavy industrial contaminated parcels. Ms. Christina is responsible for obtaining grant funding, coordination with designated developer, developing procurement documents, liaison with regulators, review of contractor work products, and convening and facilitating a quarterly project stakeholder meeting.

Brownfield Support, City of New York, Mayor's Office of Environmental Remediation (OER) (2009-Present)

Ms. Christina serves as the Principal in Charge for assisting the City of New York with obtaining and implementing their US Environmental Protection Agency Brownfield Assessment and Revolving Loan Fund Cleanup Grants. BRS has obtained over \$3.3 million in funding for OER to assess and cleanup contaminated property in NYC. BRS serves as the fund manager ensuring the proper use of grant funding to remediate property for community open space, affordable housing, and other public benefit projects. As an On-Call pool contractor, Ms. Christina oversees the BRS efforts to perform a variety of ASTM compliant Phase I and Phase II assessments for OER.

Consultant, New Jersey Institute of Technology (NJIT), Technical Assistance to Brownfields (TAB) Program (2005 – Present)

Ms. Christina has worked extensively as NJIT subcontractor for the US Environmental Protection Agency (EPA) TAB program. The numerous work assignments have been designed to assist communities in EPA Regions 1, 2, 3, and 4 with planning, assessment, cleanup, and redevelopment strategies associated with contaminated properties. This work includes presentation of workshops on how to manage and prepare winning EPA Brownfield Assessment, Revolving Loan Fund, and Cleanup grants for grantees. In addition, Ms. Christina assists with the preparation and delivery of numerous webinars on topics to include how to manage an EPA brownfields grant and how to comply with Davis Bacon wage requirements, federal reporting, and procurement requirements.

Public Outreach Facilitator, Various Clients (2003 – Present)

Ms. Christina has experience in facilitating discussions and disseminating technical information to community groups, local officials, and regulators to support land use and redevelopment decision making processes. For example, she has served as a community liaison for EPA Region II for Interagency Work Group (IAWG) meetings.

Grant Writer, Various Clients (2003 – Present)

Ms. Christina has extensive experience preparing a variety of community development funding applications related to housing, industrial, commercial, and open space redevelopment projects. Ms. Christina is part of the team that has prepared applications garnering nearly \$49 million in EPA awards, inclusive of assessment, clean-up, and revolving loan fund grants. She has prepared and negotiated Cooperative Agreements for federal funding entities to include US DOT, US Department of HUD, US EDA, and US EPA. Overall, Ms. Christina has participated in the development of applications garnering nearly \$294.5 million in state and federal funding for various public sector and non-profit clientele over the last twenty years.



Jennifer Taylor, P.E. Program Manager

Jennifer Taylor is a licensed Professional Engineer in New Jersey and New York with over 19 years of experience managing public and private sector projects. Ms. Taylor has extensive experience in construction management, preparation and evaluation of bid packages, resiliency and flood mitigation planning, contract administration, cost estimation, and permitting. Ms. Taylor works with property owners, regulatory agencies, developers, and stakeholders from concept through construction completion.

BRS PROJECTS

NJEDA EPA Brownfields Assessment Grant Implementation (2022- Present)

Ms. Taylor is the Program Manager for the implementation of the NJEDA's \$300,000 US Environmental Protection Agency (EPA) Assessment grant. She is responsible for outreach to the communities originally identified in the grant application as well as new parties interested in utilizing the grant funds, determination of scope, eligibility authorization from EPA for the selected sites, development of a Programmatic Quality Assurance Project Plan (QAPP), and preparation of Task Order Requests in order to received NJEDA's authorization to execute the work. To date, Ms. Taylor has implemented the use of these grant funds for the following projects:

- City of Bayonne – Preliminary Environmental Assessment of a former oil tank farm in accordance with Technical Requirements for Site Remediation N.J.A.C. 7:26E, and the NJDEP Preliminary Assessment Technical Guidance.
- City of Bridgeton – Conceptual Site Plan for redevelopment of a former landfill as a community park. Extensive outreach took place to gather community input. Final deliverables include concept site plans and details which incorporate mountain bike trails and passive recreation features, cost estimates, identification of required permits and grant opportunities to support future design and park construction.
- City of Paterson – Environmental Remediation and Reuse Plan for the Allied Textile Processor (ATP) Site located within Great Falls National Park. Plan Development includes reuse that preserve the historic nature of the property, identifies potential grant opportunities to fund the proposed work, addresses existing environmental conditions and strategies for remediation to meet the City's redevelopment goals.
- City of Perth Amboy – Conduct soil characterization and groundwater well repair/replacement in order to address the City's outstanding landfill closure requirements. Tasks include coordination with the City's LSRP to define the scope of work, preparation of the EPA approved Site-Specific QAPP, securing the NJDEP Landfill Disruption Permit approval, and coordination of subcontractors.
- City of Camden, Federal Street Sites - Data Gap Summary which identifies outstanding environmental investigation and associated costs estimates, and preparation of Analysis of Brownfields Cleanup Alternatives (ABCAs) and anticipated remedial action costs.

Orem EPA Brownfields Assessment Program, City of Orem, UT (2020-Present)

Ms. Taylor is the Program Manager for the implementation of the City of Orem's \$300,000 US Environmental Protection Agency (EPA) Assessment grant. She is responsible for preparation of the site inventory list, performing targeted outreach to property owners, and conducting Phase I and Phase II Assessment in accordance with ASTM Standards. Ms. Taylor works closely with City Officials, EPA Grant Officers, representatives from the Utah

Years of Professional Experience:
19

Education:

M.Eng.- Environmental Quality Management, University of Southern California

B.S. - Mechanical Engineering, Rutgers University

Licenses:

Professional Engineer (P.E.)

New Jersey
24GE04730800

New York 101857-01

Certifications:

Project Management Professional (PMP)

Leadership and Energy and Environmental Design – Accredited Professional (LEED-AP)

Contact:

jtaylor@brsinc.com

Department of Environmental Quality (DEQ) and other stakeholders to maintain communication and ensure program goals are achieved. She is currently coordinating the Phase I and Phase II assessments of two active sites in a program that is anticipated to have a total of 8 sites assessed upon completion of the grant.

Asbury Park EPA Brownfields Assessment Program, City of Asbury Park (2018- Present)

Ms. Taylor is the Program Manager for the implementation of the City of Asbury Park's \$400,000 US EPA Assessment grants focusing on assessing and advancing redevelopment objectives in two underserved focus areas of the City. In this role, she is responsible for maintaining the grant budget, grant work plan schedule, adhering to the requirements of the cooperative agreements, and ensuring the City's redevelopment goals are being met. She leads BRS's efforts for the community steering committee, negotiations with private property owners, and City/EPA relations. She is currently coordinating the remedial investigation of five active sites in a program that is anticipated to have a total of 10 sites assessed upon completion of the grant.

Camden Laboratories Site, Camden Redevelopment Agency (CRA) (2017-2021)

Ms. Taylor is the Program Manager for the implementation of the Camden Laboratories Site EPA Brownfields Assessment and Cleanup grants. She is responsible for maintaining project budget, forecasts, and funding sources including grant management and reporting in accordance with the cooperative agreements. Ms. Taylor manages the remedial investigation, remedial action, and oversight of demolition activities for the abandoned laboratory complex in Camden, NJ. Remediation of the site will make way for redevelopment of the property as open public space. Ms. Taylor prepares bid specifications and request for professional services, evaluates submittals, makes recommendation for award, reviews invoices and makes recommendation for payment. She manages the project scope and schedule to coordinate site activities between various contractors and provide regular progress updates to the owner.

Due Diligence Investigation, Town of Harrison, New Jersey (2021)

Ms. Taylor is the Program Manager for preliminary assessments conducted for the Town of Harrison. To date two preliminary assessments have been completed including one property which consisted of a snack distributor, and the other a vacant structure formerly utilized by a construction company. Ms. Taylor is currently coordinating the preliminary assessment of a third site, which is a residential property. For this program of work she is responsible for maintaining the project budget, work plan schedule, coordinating site access, and acting as the main point of contact for the Client.

Preliminary Assessment/Site Investigation, City of Lambertville, NJ (2020-2021)

Ms. Taylor served as the Project Manager for the Phase 1 Environmental Site Assessments (ESAs)/Preliminary Assessment and Supplemental Site Investigation at a privately-owned historic site in the City. Work was performed for pre-acquisition due diligence in compliance with State Green Acres program requirements. Services oversight of schedule and budget, coordination with the City for site access, performing the site reconnaissance visit and interview with the property owner, and presentation of the report findings during a public council meeting.



Kathleen Nolan

Environmental Scientist and Grant Manager

As an Environmental Scientist and Grant Manager, Kathleen Nolan works directly with our administrative and engineering staff preparing technical documentation. She has varied experience both in the field and with technical reports. Her background with environmental education and management involves work in the academic and private sectors, as well as with state and federal agencies.

Environmental Scientist & Grant Manager, Brownfield Redevelopment Solutions, Inc. (BRS), Medford, NJ (2014 – Current)

Ms. Nolan currently works for BRS providing both field and project management services. Her work has included preparing strategic plans, community notifications, manuals and SOPs, grant applications, technical presentations, and Phase I and II evaluations. She manages the EPA grant requirements and deliverables for several clients. Her primary role is as the Grant Administrator for the project management software and grant approval process for the NYC OER Brownfield Incentive Grant (BIG) program which distributes over 1 million dollars of funding yearly.

Technical Writer, Everest Environmental Services, Corpus Christi, TX (1996-1998) and MAR Incorporated, Ohmsett Facility (The National Oil Spill Response Test Facility), Naval Weapons Station Earle, Atlantic Highlands, NJ (1998-2004)

Ms. Nolan has extensive experience coordinating and preparing technical documentation. Her background has focused on environmental contamination, with the majority of the work being in heavy metals and gasoline/oil spills. Specifically, she has prepared Recovery and Site Investigation Reports, Discharge Permits, and client workplan and cost proposals for response scenarios to hazardous material spills such as waste oil and fuel. She has attended numerous conferences and federal/state/private/academic meetings and prepared presentations to discuss testing projects and training programs.

Marketing and Training Coordinator, MAR Incorporated, Ohmsett Facility (The National Oil Spill Response Test Facility), Naval Weapons Station Earle, Atlantic Highlands, NJ (1998-2004)

Ms. Nolan has detailed experience developing newsletters, marketing and website material, presentations, and training curriculum materials. She has worked as a liaison for community outreach programs including schools, community presentations, and mentorship programs. She has developed numerous RFPS and participated in numerous grant and contract proposals, recruited staff members, and developed and assisted in the presentation of proposals.

Years of Professional Experience:

25

Education:

B.S. - Environmental Science, Richard Stockton College of NJ, 1996

M.S. - Environmental Management, Texas A & M University, Corpus Christi, 1998

Environmental Educator, Texas A&M University, Corpus Christi, TX (1996-1998) and Monmouth County Park System, Locust, NJ (2007 – Current)

Ms. Nolan has a varied background in environmental education. She has taught Environmental Science and Ecology at the college level. This has included teaching Freshman-level and Advanced Biology labs, grading lab assignments and lecture exams, and keeping office hours to assist with student questions. She has prepared field tech reports on species and endangered species population density and habitat location. She also ran the vertebrate biology lab, maintaining live and preserved specimens, recording and cataloging specimens, ordering supplies, and developing safety procedures.

She has also worked directly with the public and younger audience developing and providing education programs. She has hosted large group outings, developed independent programs, and assisted in special community events and nature camps.

Field Technician (Intern), NJ Department of Environmental Protection and Energy - Coastal Enforcement and Permitting, Pomona, NJ (1994 – 1996); Field Technician (Intern), Garden State Environmental Drilling, FAA Technical Center Job Site, Atlantic City, NJ (1995 – 1996); and Field Technician, Everest Environmental Services, Corpus Christi, TX (1996 – 1998)

Ms. Nolan began her environmental career working in the field as a technician. She has worked on conducting surface and subsurface evaluations of soil and groundwater quality and Environmental Site Assessments. She has participated in countless investigations identifying violations, conducting field investigations, recording data, and preparing reports. She has worked in the fields of coastal and wetlands development and environmental contamination.



Personal summary

Education:

BA, Geology, Temple University, 1987

Registrations:

Licensed Site Remediation Professional NJ #668731, 2015

Licensed Professional Geologist, PA #003720

OSHA Hazardous Waste Site Ops. Supervisor

Professional memberships:

PA Council of Professional Geologists

PA Association of Environmental Professionals

New Jersey Licensed Site Remediation Professional Association

Key skills:

Regulatory Compliance
Risk-based Remediation of Contaminated Properties
Brownfields Redevelopment
Site Characterization
Due Diligence

Years of Professional Experience:

25+

Kevin McAllister is an LSRP and Environmental Consultant. Kevin directs projects including all phases of the characterization and remediation of contaminated properties. Mr. McAllister has extensive experience and expertise with environmental due diligence, hydrogeological investigations, and site remediation. As an LSRP, Mr. McAllister has particular expertise in remediation of industrial and brownfields sites in New Jersey. Mr. McAllister is a Pennsylvania-licensed Professional Geologist, and has extensive experience working under PADEP's Act 2 land recycling program.

Experience and skills

Mr. McAllister manages projects to characterize and remediate contaminated industrial and brownfields properties, many having been funded with USEPA Brownfield Grants.

Mr. McAllister is a New Jersey- Licensed Site Remediation Professional (LSRP). As such, he guides clients through the site remediation processes required by the regulations of the New Jersey Department of Environmental Protection issued under the Site Remediation and Reform Act (SRRA) and other applicable New Jersey statutes. Upon completion of remediation, Mr. McAllister issues final remediation documents including the Response Action Outcome (RAO).

Mr. McAllister has active projects throughout New Jersey and Pennsylvania, and maintains an up to date knowledge of state environmental regulations. Mr. McAllister is managing numerous projects involving remediation of abandoned industrial properties; releases from underground storage tanks; and complex groundwater contamination due to discharges of petroleum and hazardous substances in complex groundwater conditions. He has performed remediation of soils and groundwater at private, municipal, and industrial properties. Mr. McAllister performs the selection and evaluation of alternatives for corrective actions, including feasibility analyses and pilot testing of active remedial technologies.

Mr. McAllister prepares reports and project deliverables for regulatory agency submittal. He also performs site inspections and investigations, prepares sampling plans, and oversees site investigation activities.

Mr. McAllister has performed due diligence environmental site assessments for commercial and industrial properties throughout the nation, for prospective property purchasers and others with financial interest in a property.

Selected project experience:

New Jersey Site Remediation LSRP

Kevin is a Licensed Site Remediation Professional in New Jersey, and has managed site remediation projects under NJDEP's ISRA, SRRA, and Site Remediation Program rules for over 20 years. A sampling of current and recent is listed below.

Aluminum Shapes LLC, Pennsauken, NJ. This site is a sprawling industrial complex of over 40 acres. the property was used for industrial purposes, including paint and detergent manufacturing, and aluminum processing/extruding since the 1950's. As such, it has been the subject of numerous environmental investigations and remedial activities; over 40 AOCs related to prior uses have been identified. Contaminants of concern at the property include hexavalent chromium, PFAS, and others. Recent sale of the property has triggered the ISRA processes of site investigation through remediation. As LSRP, Kevin is currently leading the Remedial Investigation processes.



Former golf course, swim club facility, and police training center, Robbinsville, NJ. The property is approximately 150 acres under purchase for redevelopment by the municipality. As LSRP of Record, Kevin is leading the SI/RI process. Offsite source of groundwater contamination, particularly by PFAS, are a significant issue.

Former Pottery Manufacturing Facility, Trenton NJ. The City of Trenton conducted substantial investigations at the site under the NJDEP's Voluntary Cleanup Program in the late 1990s. The NJDEP issued a "No Further Action" letter for the site AOCs with the exception of AOC-2, related to residual petroleum hydrocarbons in soil, and LNAPL in soil and groundwater in one corner of the former manufacturing facility. The property was redeveloped for warehousing and wholesale business. As LSRP of Record, Kevin is overseeing remedial actions scheduled to take place in 2021. The remedial activities will include performing a large-scale soil excavation and removal, while regarding the needs of site occupants to continue operations.

Former Bronze Foundry, Camden NJ. The site operated as a bronze foundry since 1928. The process involved melting copper, tin and lead ingots in furnaces and pouring the molten metal into sand molds to cool. The most significant contaminants associated with this process are metal-contaminated spent casting sand and oil impacted soil from the furnaces and fuel pump. The foundry ceased operations in of 1997, triggering the NJ ISRA process. As LSRP of Record, Kevin is overseeing Site Investigation and Remedial Investigation of the site, on behalf of a non-profit client that intends to redevelop the vacant property for youth recreational purposes.

Former Dry Cleaner, Burlington County, NJ (2019 to present).

Mr. McAllister serves as the LSRP and the technical lead for the remedial action and post-remediation phases of this former dry cleaning facility, with contamination by chlorinated solvents in soil and groundwater.

Additional New Jersey Projects

City of Trenton, NJ (2009 to 2018).

Mr. McAllister worked with the City of Trenton Economic Development Department on a project team in developing remediation and redevelopment strategies for a portfolio of former industrial sites along the Assunpink Creek, all which will be remediated for public recreation use as part of the Assunpink Greenway project, a planned 99-acre linear park. The environmental assessment projects are being funded by EPA Brownfields Assessment Grants in combination with a variety of other federal and state sources. Mr. McAllister's work included identification of funding needs and sources; facilitating the procurement process for engineering consultants and remediation contractors; strategizing with those vendors in planning focused, efficient project approaches and scopes to achieve completion of environmental remediation. Mr. McAllister provided technical consulting regarding remediation regulations under the New Jersey Site Remediation and Reuse Act; land use regulations, including flood hazard and stream impact conditions; and the various requirements of the State and Federal funding agencies. Mr. McAllister also performed public notification and community involvement functions.



Jersey City Redevelopment Agency (2012 to 2018).

Mr. McAllister served as a technical resource a project team providing brownfields redevelopment assistance to the JCRA supported with funding from the USEPA Brownfields program. Mr. McAllister was responsible for establishing the scope of work for selected sites, assistance with procurement of consultants and contractors, oversight of the technical work, and review of the project deliverables.

Due Diligence Projects

Mr. McAllister has performed and managed Phase 1 and Phase 2 Environmental Site Assessments since 1988. He is thoroughly versed in the ASTM Phase I Standard Practice, and the EPA All Appropriate Inquiry requirements. Mr. McAllister's work has targeted both active and abandoned properties in Philadelphia, Statewide, and nationwide. Mr. McAllister's expertise and real estate savvy allow him to tailor a Phase I to address the anticipated future use of the property as well as the site characterization and remediation steps per State cleanup regulations. Given his long work experience in Philadelphia, Mr. McAllister has also fostered the ability to navigate the complex network of state, city, and regional offices and agencies that potentially possess information regarding history of ownership and usage needed to properly establish the site history for a Phase I.

Litigation Support and Expert Witness

Proposed Electrical Switching Station, Newark, NJ (2013 to 2014).

Mr. McAllister served as a technical and regulatory resource to the Urban League of Essex County, in their case on behalf of community residents, regarding a public utility's plan to develop an electrical switching station in a largely residential neighborhood. Mr. McAllister reviewed the historical environmental reporting for the site, and prepared and delivered public testimony to the Newark Board of Adjustment regarding the remedial actions required by the NJ Site Remediation regulations. The project teams efforts resulted in a redesign of the proposed facility, and a community benefits agreement from the utility.

Former Gas Station, Forked River, NJ.

Mr. McAllister served as a technical and regulatory resource to the legal counsel representing a commercial property purchaser who discovered a release from USTs on the property, which were undiscovered by the Phase 1 ESA performed prior to purchase. His role to review the Phase 1 ESA report for compliance with the applicable ASTM Standard Practice, the USEPA AAI regulation, and standard industry practice, to assist the legal counsel in pursuing compensation for damages related to remediation of the release.



ATTACHMENT B

Requisite Forms

- Acknowledgement of Receipt of Addenda
- Mandatory Affirmative Action Language
- Certificate of Employee Information Report
- New Jersey Anti-Discrimination
- Americans with Disabilities Act Language
- Stockholder Disclosure Statement of Ownership
- NJ Business Registration Certificate
- Prohibited Russia-Belarus & Iran Activities
- Election Contributions Disclosure Notification
- Non-Collusion Affidavit
- W-9
- Political Contribution Disclosure
- Sworn Statement by Professional Services Provider
- Specimen COI
- References

PROPOSAL DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Acknowledgment of Receipt of Addenda	mc
☒	Mandatory Affirmative Action Language	mc
☒	New Jersey Anti-Discrimination	mc
☒	Americans with Disabilities Act of 1990 Language	mc
☒	Stockholder Disclosure Certification Statement of Ownership	mc
☒	Proof of Business Registration	mc
☒	Prohibited Russia-Belarus Activities & Iran Investment Activities	mc
☒	Election Contributions Disclosure Notification Form	mc
☒	Non-Collusion Affidavit	mc
☒	W-9 Form	mc
☒	Political Contributions Disclosure Form	mc
☒	Sworn Statement by Professional Services Provider	mc
☒	Certificate of Insurance	mc
☒	Reference Form	mc
☒	Proposal/Rate Schedule Form	mc

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
#1	05/19/2023	MC
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received: ☐

Acknowledged for: Brownfield Redevelopment Solutions, Inc.
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: Michele Christina
(Print or Type)

Title: Principal

Date: May 30, 2023

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Brownfield Redevelopment Solutions, Inc.

SIGNATURE: 

PRINT NAME: Michele Christina

TITLE: Principal

DATE: May 30, 2023

Certification 37774

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-NOV-2019** to **15-NOV-2026**

**BROWNFIELD REDEVELOPMENT
SOLUTIONS, 739 STOKES, UNITS A &
B
MEDFORD NJ 08055**



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).



Signature

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



Signature

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: Brownfield Redevelopment Solutions, Inc.

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. •

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
☒ Subchapter S Corporation ☐ Non-Profit

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Leah Yasenchak

Name: Michele Christina

Home Address: 10 Acpoan Place
Manasquan, NJ 08736

Home Address: 116 Nokomis Trail
Medford Lakes, NJ 08055

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

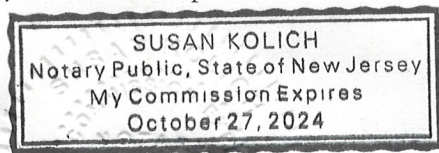
Home Address: _____

Home Address: _____

Subscribed and sworn before me this 30th day of
May, 2023

(Notary Public)

My Commission expires:



Michele Christina
 (Affiant)

Michele Christina, Principal

(Print name & title of affiant)

(Corporate Seal)



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: BROWNFIELD REDEVELOPMENT SOLUTIONS INC

Trade Name:

Address: PO BOX 2293
MEDFORD LAKES, NJ 08055-1415

Certificate Number: 0981900

Effective Date: April 14, 2003

Date of Issuance: January 19, 2023

For Office Use Only:

20230119091157081

Attachment: BRS Proposal Asbury Park EPA Cleanup Grant Management and Implementation Support 31MAY2023 (2023-347 : Awarding a

CERTIFICATION OF PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN PURSUANT TO P.L.2022, c.3

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

☒

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

☒

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

☐

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

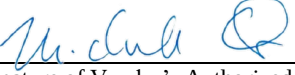
You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the City of Asbury Park is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Asbury Park notify the City of Asbury Park in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Asbury Park and that the at its option may declare any contract(s) resulting from this certification void and unenforceable.

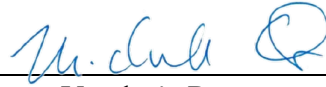
	May 30, 2023
Signature of Vendor's Authorized Representative	Date
Michele Christina, Principal	
Print Name and Title of Vendor's Authorized Representative	
Brownfield Redevelopment Solutions, Inc.	856-964-6456
Vendor Name	Vendor Phone Number
739 Stokes Rd, Suites A & B	732-782-0404
Vendor Address (Street Address)	Vendor Fax Number
Medford, NJ 08055	michele@brsinc.com
Vendor Address (City/State/Zip Code)	Vendor Email Address for Authorized Representative

¹ Engaged in prohibited activities in Russia or Belarus” means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting, or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

**ELECTION CONTRIBUTIONS DISCLOSURE
NOTIFICATION ACKNOWLEDGEMENT FORM**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to **N.J.S.A. 19:44A-20.27**, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.



Vendor's Representative
Signature of Acknowledgement

May 30, 2023

Date of Acknowledgement

SS:

Packet Pg. 225

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Brownfield Redevelopment Solutions, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 739 Stokes Rd, Suites A& B	Requester's name and address (optional)
6 City, state, and ZIP code Medford, NJ 08055	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

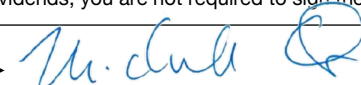
Social security number									
			-				-		
or									
Employer identification number									
0	2		-	0	6	7	7	0	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► May 30, 2023
-----------	--	----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

3.D.9.a

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	Brownfield Redevelopment Solutions, Inc.		
Address:	739 Stokes Rd, Suites A & B		
City:	Medford	State:	NJ Zip: 08055

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


Signature

Michele Christina
Printed Name

Principal
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE			\$

☐ Check here if the information is continued on subsequent page(s)

**CITY OF ASBURY PARK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

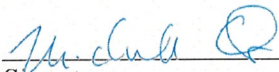
SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER

I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

I have received and reviewed a full copy of Section 2-76 of the City of Asbury Park City Code.

I hereby swear and affirm, under penalty of perjury, that my family, my firm or I has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

Brownfield Redevelopment Solutions, Inc.
Firm's Name


Signature

Michele Christina
Print Name

Principal
Title

Subscribed and sworn to before me this

30th day of May, 2023.


Notary Public
SUSAN KOLICH
Notary Public, State of New Jersey
My Commission Expires
October 27, 2024



CERTIFICATE OF LIABILITY INSURANCE

3.D.9.a
DATE (MM/DD/YYYY)
09/08/2022

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

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

PRODUCER Armfield, Harrison & Thomas, LLC dba JGS Insurance Agency 101 Crawfords Corner Rd, #1300 Holmdel NJ 07733-1978		CONTACT NAME: Michael Murphy PHONE (A/C, No, Ext): (877) 547-4671 E-MAIL ADDRESS: mmurphy@jgsinsurance.com FAX (A/C, No): (732) 834-0233	
INSURED Brownfield Redevelopment Solutions Inc P.O. Box 2293 Medford Lakes NJ 08055		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: The Ohio Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24074	

COVERAGES **CERTIFICATE NUMBER:** 22-23 All Lines NY WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractors Pollution Liability ☒ Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			ENC000034906	09/03/2022	09/03/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ENC000034906	09/03/2022	09/03/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ENX000495503	09/03/2022	09/03/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	XWO2356763778	06/07/2022	06/07/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

V. J. Hogen

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**City of Asbury Park
Fair and Open Process
Request for Qualifications
Professional Environmental Services for EPA Cleanup Grant**

REFERENCE FORM

Brownfield Redevelopment Solutions, Inc.

Consultant Name: (Please Print)

The consultant shall list references with needs similar to the City of Asbury Park for whom the consultant has provided comparable services. Please include name, address, telephone number, year(s) employed by referenced consultants, contact person, and type of work your performed for that entity.

1. Company Name/Municipality: Sullivan County, NY Planning & Community Dev Sullivan County Land Bank
 Address: 100 North St, Monticello, NY 12701
 Contact Person: Ms. Jill M. Weyer, former Executive Director SCLB, current Dir of Comm Dev, Thomson ,
 Phone: 845-794-2500 X 304
 Type of Work: grant management , implementation assistance, general project and construction management support,
community involment plan, ABCA, QAPP, procurement, etc.
 Date of Completion: 2018 - Present

2. Company Name/Municipality: City of Trenton, NJ
 Address: 319 E State Street, 3rd Floor Annex, Trenton, NJ 08608
 Contact Person: Mr. J.R. Capasso, Brownfields Coordinator, Department of Housing & Economic Dev.
 Phone: 609-989-3501
 Type of Work: prepared and assisted with the implementation of EPA grants, inclusive of Assessment, Cleanup, and Revolving
Loan Fund grants, environmental assessments, planning economic analysis, site inventories, etc.
 Date of Completion: 2003 - Present

3. Company Name/Municipality: Camden Redevelopment Agency
 Address: 520 Market St.City Hall-Suite 1300, Camden, NJ 08101-5120
 Contact Person: Olivette Simpson, Interim Executive Director
 Phone: 856-757-7600
 Type of Work: community and stakeholder outreach; performed environmental assessments; conducted various planning
activities to include conceptual site plans, ABCAs, and RAWs; performed economic analysis; conducted
 Date of Completion: inventories; provided oversight for the site cleanups and compliance with Davis-Bacon Act requirements; ;
served as the RLF Fund Manager
2003 - Present



ATTACHMENT C

Sample Contract

**SAMPLE SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF ASBURY PARK, NEW JERSEY
AND
BROWNFIELD REDEVELOPMENT SOLUTIONS, INC.**

This Service Agreement (“Agreement”) is effective as of this ____ day of **MONTH YEAR**, by and between the **City of Asbury Park, New Jersey (“City”)**, a public body corporate and politic of the State of New Jersey, having an address at **One Municipal Plaza, Asbury Park, New Jersey 07712)** and **Brownfield Redevelopment Solutions, Inc (“BRS”)** having an address at 739 Stokes Road Units A&B Medford, NJ 08055, each being a “Party”, and together are hereby referred to as the “Parties” to this Agreement.

WHEREAS, the City has a need for accessing environmental services for the implementation of the US Environmental Protection Agency Brownfields Cleanup Grant; and

WHEREAS; the City evaluated the proposal submitted by BRS to provide the necessary environmental services to the City; and

WHEREAS, the City Council authorized by Resolution **NUMBER** the City to enter into a professional services agreement with BRS;

WHEREAS, the anticipated term of this contract is for one year, to expire one (1) year from the date of execution;

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations, and agreements made and contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Scope of Services

BRS will be responsible for services outlined in “**Proposed Scope of Work**” section of Brownfield Redevelopment Solutions, Inc. “Proposal City of Asbury Park Environmental Services for EPA Cleanup Grant” dated June 1, 2023, which is incorporated hereto as Attachment A; and Resolution **NUMBER** entitled “A Resolution Awarding a Contract **INSERT NAME**”, which is incorporated hereto as Attachment B.

2. Payment Schedule and Compensation

Total compensation will not exceed **SPELL OUT CONTRACT AMOUNT** (\$**NUMBER**) (“Contract Amount.”).

All fees will be paid based upon the fee schedule outlined in BRS’ proposal incorporated into Attachment A.

3. Non-Disclosure of Analysis

The City has right of ownership and dissemination of all data and other information derived from work performed in conjunction with this Agreement.

Except upon written approval of the City or otherwise stipulated herein, BRS shall not furnish or disclose to any person or organization, including but not limited to (1) any report, study, data or other information provided by or obtained from, the City in connection with this Agreement; (2) any grant application, reports, studies, recommendations, data or information relating to or made or developed in the course of the performance of this agreement; or (3) the results of the performance of any grant application, investigation and/or analysis except as may be required by law.

4. Compliance With Laws

BRS shall observe and comply with all state, local, federal laws, and the rules of any governing body having jurisdiction over the premises and/or its use.

5. Liability Insurance

BRS shall carry and maintain in full force and effect for the duration of this Professional Service Agreement and any supplement thereto the insurance coverages set forth below:

- A. Worker's Compensations and Employers Liability in accordance with State of New Jersey requirements, with a minimum limit of:
 - a. \$1,000,000 each accident for bodily injury by accident
 - b. \$1,000,000 each employee for bodily injury by disease
 - c. \$1,000,000 policy limit for bodily injury by disease
- B. Public Liability Insurance: Comprehensive General Liability, (bodily injury, personal injury, and property damage liability) including company's contingent Completed operations and contractual liability with a minimum:
 - a. \$1,000,000 each occurrence
 - b. \$1,000,000 personal and advertising injury
 - c. \$2,000,000 general aggregate; and
 - d. \$1,000,000 products/completed operations aggregate
- C. Comprehensive Automobile Liability Insurance. Covering all owned, hired and rented vehicles and equipment, with limits of liability of not less than \$1,000,000 for injuries to, or death of one or more persons resulting from any one occurrence and property damage limit of liability of not less than \$500,000 per occurrence.

All insurance certificates will name the City as an additional insured on the policy. Said Certificate must state that coverage cannot be cancelled or materially altered without thirty (30) days written notice to the City.

6. Indemnification and Allocation of Risk

BRS agrees to indemnify, save and hold harmless the City, its commissioners, directors, officers, employees, representatives or agents against any and all demands, claims, suits, losses, costs or direct damages to the extent caused by the negligent acts, omissions or misconduct of BRS, its officers, agents, employees and subcontractors in the performance of work by BRS under this Services Agreement.

7. Term of Agreement

The term of this Agreement shall be for a one year period from the date of execution.

8. Termination

A. Termination for Default

BRS' performance and fulfillment of its obligations under this Service Agreement shall be regularly evaluated by the City. If the City in their sole discretion determines that BRS has not met its obligations hereunder, the City reserves the right to terminate this Agreement upon giving not less than ten (10) days written notice to BRS. In the event that the City exercises their right to terminate the Agreement, BRS shall be entitled to payment for all work completed in accordance with the requirements of this Agreement up to and including the effective date of termination of this Agreement. Additionally, BRS shall also be entitled to payment for all non-cancelable commitments to third parties with respect to the scheduling and performance of the work tasks under the Scope of Work. In the event of termination pursuant to this Paragraph, the City shall be without further liability to BRS under this Agreement. Except as to the payments provided herein, BRS understands and agrees that it is not entitled to any damages whatsoever in the event of termination of this Agreement.

B. Termination for Convenience

Notwithstanding the provisions of paragraph 8(a), the Parties agree that either Party hereby reserves the right to terminate this Service Agreement at any time, for any reason whatsoever, upon giving not less than twenty (20) days written notice to. In the event that the City exercises their right to terminate the Agreement, the City shall be without further liability to BRS under this Agreement. The Parties understand and agree that they are not entitled to any damages whatsoever in the event of termination of this Agreement. Notwithstanding the foregoing, in the event that either Party exercises its right to terminate the Agreement pursuant to this Paragraph, BRS shall be entitled to

payment for all work completed in accordance with the requirements of this Agreement up to and including the effective date of the termination. Additionally, BRS shall also be entitled to payment for all non-cancelable commitments to third parties with respect to the scheduling and performance of work tasks under the Scope of Services.

9. The Service Agreement

This Service Agreement, and all other documents referred to herein and/or attached hereto, constitute the entire Agreement of the Parties on the subject matter hereof and supersede any and all prior representations, understandings, and agreements between the Parties with respect to such subject matter. The documents referred to herein and attached hereto shall be read together with this agreement to determine the Parties intent. If there is a conflict between and among such documents, this Agreement shall be the final expression of the Parties' intent. Any Amendment to this agreement must be in writing and signed by both parties or it is void.

10. Political Contribution Disclosure

The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his / her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one(1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date abovementioned:

ATTEST: _____

BY: _____

Donna M. Vieiro, City Manager
City of Asbury Park, New Jersey

WITNESS: _____

BY: _____

Michele Christina, President
BRS

ATTACHMENT A

Brownfield Redevelopment Solutions, Inc.

Proposal City of Asbury Park Environmental Services for EPA Brownfield Grant
dated June 1, 2023

DRAFT

ATTACHMENT B

City of Asbury Park - Resolution NUMBER

RESOLUTION TITLE

RFQ - PROFESSIONAL ENVIRONMENTAL SERVICES FOR EPA CLEANUP GRANT
Thursday June 1, 2023 11:00 AM

	SUBMISSION #1	SUBMISSION #2	SUBMISSION #3
NAME OF FIRM	French & Parrello Associates	BRS	vhb
CONTACT NAME	Alexander Saltman	Michele Christina	John Checchio
ADDRESS	1800 Route 34, Suite 101	739 Stokes Road, Units A & B	1805 Atlantic Avenue
CITY, STATE , ZIP	Wall Township, NJ 7719	Medofrd, NJ 08055	Manasquan, NJ 08736
TELEPHONE NUMBER	(732) 312 - 9800	(856) 964 - 6456	(732) 223-2225
EMAIL			
LETTER OF INTEREST	YES	YES	YES
BACKGROUND INFORMATION	SECTION 3	ATTACHMENT A	PAGE 38
PROPOSAL/RATE SCHEDULE	SECTION 4	PAGE 17	PAGE 50
REFERENCES	SECTION 5	PAGE 33	PAGE 71
PROOF OF INSURANCES	SECTION 5	YES	PAGE 70
SAMPLE CONTRACT	SECTION 5	ATTACHMENT C	NO
FORMS REQUIRED BY THE CITY	SECTION 5	ATTACHMENT B	PAGES 51 - 69
ADDITIONAL INFORMATION			
COSTS:	\$ 323,688.00	\$ 153,000.00	\$ 307,044.65
EVALUATION AND BASIS FOR AWARD			
COMPENSATION PROPOSAL 25%	5%	25%	10%
EXPERIENCE & QUALIFICATIONS OF TEAM 15%	15%	20%	15%
COMPLIANCE WITH RFQ REQUIREMENTS 10%	10%	10%	5%
AVAILABILITY OF SUFFICIENT PERSONNEL/RESOURCES TO PROVIDE SERVICES 15%	15%	15%	10%
DEMONSTRATE EXPEERINCE ON SIMLIR PROJECTS 15%	15%	10%	20%
REFERENCES 15%	20%	15%	5%
OTHER FACTORS 5%	5%	5%	5%
TOTAL SCORE	85%	100%	70%

RFQ - PROFESSIONAL ENVIRONMENTAL SERVICES FOR EPA CLEANUP GRANT
Thursday June 1, 2023 11:00 AM

	SUBMISSION #4	SUBMISSION #5
NAME OF FIRM	E&LP	D&B Engineers and Architects
CONTACT NAME	Michael Meriney	Steven A Fangmann
ADDRESS	603 Mattison Avenue, Suite 4300	220 Davidson Avenue, Suite 401
CITY, STATE , ZIP	Asbury Park, NJ 07712	Somerset, NJ 08873
TELEPHONE NUMBER	(609) 454 - 3433 EXT. 212	(609) 668 - 4747 ext. 3005
EMAIL	mmeriney@elp-inc.com	sfangman@db-eng.com
LETTER OF INTEREST	YES	YES
BACKGROUND INFORMATION	PAGE 8	SECTION 2
PROPOSAL/RATE SCHEDULE	PAGE 51	SECTION 4
REFERENCES	PAGE 46	SECTION 5
PROOF OF INSURANCES	PAGE 63	SECTION 6
SAMPLE CONTRACT	PAGES 64- 66	SECTION 7
FORMS REQUIRED BY THE CITY	PAGES 69 - 91	APPENDIX C
ADDITIONAL INFORMATION		SECTION 8
COSTS:	\$ 244,356.00	\$ 89,318
		COST DOES NOT INCLUDE TASK 3 & 4
EVALUATION AND BASIS FOR AWARD		
COMPENSATION PROPOSAL 25%	10%	5%
EXPERIENCE & QUALIFICATIONS OF TEAM 15%	10%	5%
COMPLIANCE WITH RFQ REQUIREMENTS 10%	5%	10%
AVAILABILITY OF SUFFICIENT PERSONNEL/RESOURCES TO PROVIDE SERVICES 15%	15%	5%
DEMONSTRATE EXPEERINCE ON SIMLIR PROJECTS 15%	10%	15%
REFERENCES 15%	5%	15%
OTHER FACTORS 5%	5%	5%
TOTAL SCORE	60%	60%

RFQ - PROFESSIONAL ENVIRONMENTAL SERVICES FOR EPA CLEANUP GRANT
Thursday June 1, 2023 11:00 AM

	SUBMISSION #1	SUBMISSION #2
NAME OF FIRM	French & Parrello Associates	BRS
CONTACT NAME	Alexander Saltman	Michele Christina
ADDRESS	1800 Route 34, Suite 101	739 Stokes Road, Units A & B
CITY, STATE , ZIP	Wall Township, NJ 7719	Medofrd, NJ 08055
TELEPHONE NUMBER	(732) 312 - 9800	(856) 964 - 6456
EMAIL		
LETTER OF INTEREST	YES	YES
BACKGROUND INFORMATION	SECTION 3	ATTACHMENT A
PROPOSAL/RATE SCHEDULE	SECTION 4	PAGE 17
REFERENCES	SECTION 5	PAGE 33
PROOF OF INSURANCES	SECTION 5	YES
SAMPLE CONTRACT	SECTION 5	ATTACHMENT C
FORMS REQUIRED BY THE CITY	SECTION 5	ATTACHMENT B
ADDITIONAL INFORMATION		
COSTS:	\$ 323,688.00	\$ 153,000.00
EVALUATION AND BASIS FOR AWARD		
COMPENSATION PROPOSAL 25%	5%	20%
EXPERIENCE & QUALIFICATIONS OF TEAM 15%	25%	25%
COMPLIANCE WITH RFQ REQUIREMENTS 10%	10%	15%
AVAILABILITY OF SUFFICIENT PERSONNEL/RESOURCES TO PROVIDE SERVICES 15%	10%	5%
DEMONSTRATE EXPEERINCE ON SIMLIR PROJECTS 15%	15%	20%
REFERENCES 15%	10%	10%
OTHER FACTORS 5%	5%	5%
TOTAL SCORE	80%	100%

Chris Ann

RFQ - PROFESSIONAL ENVIRONMENTAL SERVICES FOR EPA CLEANUP GRANT
Thursday June 1, 2023 11:00 AM

	SUBMISSION #3	SUBMISSION #4	SUBMISSION #5
NAME OF FIRM	vhb	E&LP	D&B Engineers and Architects
CONTACT NAME	John Checchio	Michael Meriney	Steven A Fangmann
ADDRESS	1805 Atlantic Avenue	603 Mattison Avenue, Suite 4300	220 Davidson Avenue, Suite 401
CITY, STATE , ZIP	Manasquan, NJ 08736	Asbury Park, NJ 07712	Somerset, NJ 08873
TELEPHONE NUMBER	(732) 223-2225	(609) 454 - 3433 EXT. 212	(609) 668 - 4747 ext. 3005
EMAIL		mmeriney@elp-inc.com	sfangman@db-eng.com
LETTER OF INTEREST	YES	YES	YES
BACKGROUND INFORMATION	PAGE 38	PAGE 8	SECTION 2
PROPOSAL/RATE SCHEDULE	PAGE 50	PAGE 51	SECTION 4
REFERENCES	PAGE 71	PAGE 46	SECTION 5
PROOF OF INSURANCES	PAGE 70	PAGE 63	SECTION 6
SAMPLE CONTRACT	NO	PAGES 64- 66	SECTION 7
FORMS REQUIRED BY THE CITY	PAGES 51 - 69	PAGES 69 - 91	APPENDIX C
ADDITIONAL INFORMATION			SECTION 8
COSTS:	\$ 307,044.65	\$ 244,356.00	\$ 89,318
			COST DOES NOT INCLUDE TASK 3 & 4
EVALUATION AND BASIS FOR AWARD			
COMPENSATION PROPOSAL 25%	10%	15%	25%
EXPERIENCE & QUALIFICATIONS OF TEAM 15%	20%	5%	5%
COMPLIANCE WITH RFQ REQUIREMENTS 10%	5%	15%	10%
AVAILABILITY OF SUFFICIENT PERSONNEL/RESOURCES TO PROVIDE SERVICES 15%	10%	10%	10%
DEMONSTRATE EXPEERINCE ON SIMLIR PROJECTS 15%	15%	15%	10%
REFERENCES 15%	10%	25%	5%
OTHER FACTORS 5%	5%	5%	5%
TOTAL SCORE	75%	90%	70%



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-348

Resolution authorizing a professional service contract to the Rodger's Group (Lexipol) for online Police training module 2023 -2024 totaling \$19,994.40



RESOLUTION NO. 2023-348

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO THE RODGER'S GROUP (LEXIPOL) FOR POLICE TRAINING

WHEREAS, the City has a need for training modules that are specifically designed to meet the New Jersey Attorney General's mandatory In-Service requirements; and

WHEREAS, the City has obtained the attached invoice from the Rodger's Group (Lexipol) totaling \$19,994.40; and

WHEREAS, this professional service is exempt from public bidding as per N.J.S.A. 40A:11-5(1)(dd) Professional Services; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 3-01-25-240-000-237; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services related to the Police Department training Modules to The Rodger's Group (Lexipol) in the amount of \$19,994.00; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the Chief of Police, CFO, City Manager 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. 2023-348 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Invoice

#INVLHI1112

6/1/2023

Bill To
 Asbury Park Police Department
 1 Municipal Plz
 Asbury Park NJ 07712
 United States

End User
 15431 Asbury Park Police Department

Terms
 Net 30

Due Date
 7/1/2023

PO #

Contract Term
 7/1/2023 to 6/30/2024

Description	Qty	Rate	Amount
TRG Online Training	1	\$19,994.40	\$19,994.40

92 Sworn Officers
 27 SLEO

Subtotal	\$19,994.40
Tax Total (%)	\$0.00
Invoice Total	\$19,994.40
Amount Paid	\$0.00
Amount Due	\$19,994.40

[Click here to submit your accounting inquiry](#)

ACH Payments to:
 Lexipol LLC
 Routing# 031207607
 Account# 8026454197
 PNC Bank, N.A.
 249 Fifth Avenue
 Pittsburgh, PA 15222
 Payment Notice to
receivables@lexipol.com

Please Make Checks Payable to:
 Lexipol, LLC
 2611 Internet Blvd, Suite 100
 Frisco, Tx 75034-9085

Attachment: THE RODGER'S GROUP - LEXIPOL QUOTE (2023-348 : Authorizing a Professional Services Contract to The Rodger's Group

Form

W-9(Rev. October 2018)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.Give Form to the
requester. Do not
send to the IRS.Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Lexipol, LLC	
2 Business name/disregarded entity name, if different from above Praetorian Digital, Cordico, The Rodgers Group, CareerCert	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 2611 Internet Blvd, Ste. 100	Requester's name and address (optional)
6 City, state, and ZIP code Frisco, TX 75034	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

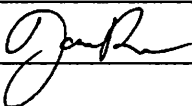
Social security number									
or									
Employer identification number									
7	1		0	9	3	4	1	1	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**Signature of
U.S. person ►

Date ► **March 6, 2023****General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-349

Resolution authorizing a professional service contract to PKF O'Connor Davies to conduct a sewer connection fee study in the amount of \$7,500 for the year 2023 utilizing O&E funds.



RESOLUTION NO. 2023-349

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR SEWER CONNECTION FEE STUDY

WHEREAS, on June 8, 2023 the City received a proposal to provide a sewer connection fee study from PKF O'Connor Davies, LLP; and

WHEREAS, this professional service is exempt from public bidding as per N.J.S.A. 40A:11-5(1)(a)(1) Professional Services; and

WHEREAS, the not-to-exceed price for 2023 is \$7,500.00; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 3-01-20-130-000-204; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services to PKF O'Connor Davies, LLP for a sewer connection fee study in a not-to-exceed amount of \$7,500.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Clerk, City Attorney 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. 2023-349 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



June 8, 2023

Ms. Donna Vieiro, City Manager
City of Asbury Park
City Hall
One Municipal Plaza
Asbury Park, NJ 07712

Dear Ms. Vieiro:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the City of Asbury Park, in the County of Monmouth (the "City").

Engagement Objectives and Limitations

The objective of our engagement is to assist you with calculating the City's connection fee related to its Sewer Utility from the last time it was calculated through the end of December 31, 2022 and each year thereafter as requested.

Our assistance will be directed to those specific tasks only. In performing our services, we will be relying on the sufficiency, accuracy, and reliability of information provided by the City. Also, our ability to complete our work will depend on the cooperation of the management of the City.

We will conduct our procedures in accordance with the Statements on Standards for Consulting Services issued by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely your responsibility. Our procedures are limited to those which you have determined will best meet your informational needs and may not necessarily disclose all significant errors, fraud, or illegal acts that may exist.

Our procedures will not constitute an audit, review, or compilation of the information provided and, accordingly, we will not express a conclusion or provide any other form of assurance on the completeness or accuracy of the information.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the City or any director, officer or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

PKF O'CONNOR DAVIES, LLP
20 Commerce Drive, Suite 301, Cranford, NJ 07016 | Tel: 908.272.6200 | Fax: 908.272.2416 | www.pkfod.com

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

Fees and Billing

Our fees for this service will be \$7,500 to update the sewer connection fee calculation through December 31, 2022 and \$2,000 each year to update the calculation annually.

Our hourly rates for this project are as follows:

Partner - \$225
Manager - \$160
Senior - \$120
Staff - \$100

Liability

Any and all claims by the City arising under this engagement must be commenced by the City within one year following the date on which our firm delivered our report associated with this engagement, or the date the City is informed of the engagement's termination in the event our report is not delivered, for any reason.

Our firm's maximum liability to the City for any reason relating to the services under this letter shall be limited to the fees paid to the firm for the services or work product giving rise to liability, except to the extent it is finally determined that such liability resulted from the willful or intentional misconduct or fraudulent behavior of the firm. In no event shall the firm be liable to the City, whether a claim be in tort, contract or otherwise, for any consequential, special, indirect, lost profit or similar damages.

You agree to reimburse our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the City by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the City against the firm. This agreement will survive termination of this engagement.

Dispute Resolution

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the City or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), except any claim by our firm seeking payment of our fees and disbursements, shall first be submitted in good faith for mediation administered by the American Arbitration Association ("AAA") under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules (the "Rules"). The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place in New York, New York.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

Any claim by our firm seeking payment of our fees and disbursements related to this engagement and the services provided hereunder shall be brought in a federal or state court of appropriate jurisdiction sitting without a jury. You and our Firm irrevocably waive any and all right to trial by Jury in any legal proceeding related to non-payment of any of our fees and disbursements.

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Confirmation

David Gannon is the Engagement Partner and will be responsible for supervising the engagement.

Our engagement ends on delivery of our report. Requests for services other than those included in this engagement letter will be agreed upon separately.

PKF O'Connor Davies LLP ("LLP") and PKF O'Connor Davies Advisory LLC ("Advisory") practice in an alternative practice structure in accordance with applicable law, regulations and professional standards. LLP provides attest services to its clients. Advisory is not a registered CPA firm and does not provide audit or attest services. LLP has a contractual arrangement with Advisory, whereby Advisory provides LLP with professional and support personnel to perform professional services on behalf of LLP. In connection with our services, we may share information that we currently have and/or receive in the future between LLP and Advisory. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent for LLP, Advisory and its employees to share confidential information between LLP and Advisory. LLP and Advisory have policies in place that require their employees to maintain as confidential all client information that is not otherwise publicly available.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

PKF O'Connor Davies, LLP

PKF O'Connor Davies, LLP

Enc.

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

CITY OF ASBURY PARK

BY:



TITLE:

CITY MANAGER

DATE:



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-350

Resolution authorizing payment to EZ Ride in the amount of \$50,000 to establish an account the Rideshare Program. \$10,000 from CDBG and \$40,000 from Transportation O&E funds.



RESOLUTION NO. 2023-350

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

RESOLUTION AUTHORIZING DEPOSIT OF FUNDS FOR RIDESHARE PROGRAM WITH EZ RIDE

WHEREAS, the City Council of Asbury Park awarded a contract to Meadowlands Transportation Brokerage Corporation d/b/a/ EZ Ride on June 14, 2023 for a Rideshare Program via Resolution #2023-311; and

WHEREAS, the City had a need to allocate funds to establish an account for the Rideshare Program; and

WHEREAS, the City of Asbury Park authorizes payment to EZ Ride in an amount of \$50,000.00; and

WHEREAS, the Chief Financial Officer has certified that \$10,000.00 are available in Community Development Block Grant (CDBG) T-17-81-850-850-002 and \$40,000.00 in account 3-06-55-502-000-221. 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 payment to Meadowlands Transportation Brokerage Corporation d/b/a/ EZ Ride to establish an account for Rideshare Program in the amount of \$50,000.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of CDBG, Director of Transportation 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. 2023-350 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-311

Resolution authorizing the award of a contract for the Rideshare Program Concession to EZ Ride.



RESOLUTION NO. 2023-311

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE RIDESHARE PROGRAM CONCESSION

WHEREAS, on February 22, 2023, the Mayor and Council of the City of Asbury Park (the "City") adopted Resolution No. 2023-139, which authorized the City to implement the "competitive contracting" process under the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4.1, *et seq.*) (the "Act"), in order to seek proposals from interested vendors to operate a Rideshare Program Concession within the City of Asbury Park, NJ; and

WHEREAS, in accordance with the requirements of the Act, a public advertisement appeared in an official newspaper of the City (Asbury Park Press) on April 3, 2022, which advertised that the City was seeking proposals from vendors who were interested in operating said concession, pursuant to the terms and conditions set forth in a formal Request for Proposals (the "RFP"), which was available on the City of Asbury Park's website; and

WHEREAS, two (2) proposals were received and evaluated in accordance with the RFQ; and

WHEREAS, in accordance with the methodology specified in the RFP, the Director of Transportation and the Director of Purchasing reviewed and ranked the proposals received; and

WHEREAS, in a memorandum dated June 9, 2023, the Director of Purchasing provided a report (per N.J.S.A. 40A:11-4.5(d)), in which she recommended that the contract for this concession be awarded to the lowest responsive and responsible, Meadowlands Transportation Brokerage Corporation d/b/a/ EZ Ride; and

WHEREAS, the report was posted on the City's website in accordance with the requirements of N.J.S.A. 40A:11-4.5(d), at least 48 hours prior to the possible awarding of a contract; and

WHEREAS, a copy of the report is attached hereto and made a part hereof; and

WHEREAS, in accordance with the Director of Purchasing's recommendation, the Mayor and Council now wish to authorize the award of a contract to Meadowlands Transportation Brokerage Corporation d/b/a/ EZ Ride for the Rideshare Program Concession, in

accordance with its proposal, and to authorize appropriate City officials and/or employees to take certain actions.

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

1. The contract for the above-referenced concession is hereby awarded to Meadowlands Transportation Brokerage Corporation d/b/a/ EZ Ride, in accordance with its proposal.
2. The City is hereby authorized to enter into an Agreement with Meadowlands Transportation Brokerage Corporation d/b/a/ EZ Ride regarding said concession, which Agreement shall incorporate all of the requirements set forth in the RFP and shall be in a form satisfactory to the City Attorney and City Manager.
3. The Mayor is hereby authorized to execute, and the City Clerk to attest, said Agreement.
4. All other City officials and/or employees are hereby authorized to perform such actions as are necessary in order to further the intentions of the within Resolution.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) Meadowlands Transportation Brokerage Corporation d/b/a/ EZ Ride
 - (b) Donna M. Vieiro, City Manager
 - (c) James Bonanno, Director of Transportation
 - (d) JoAnn Boos, CFO
 - (e) Tracy Lizardi, Director of Purchasing
 - (f) 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. 2023-311 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.


 Lisa Esposito, City Clerk

6/15/2023

LISA ESPOSITO
CITY CLERK

✓ Vote Record - Resolution 2023-311						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Second Reading ☐ Resolution Failed for Lack of ☐ Second			Yes/Aye	No/Nay	Abstain	Absent
	Angela Ahbez-Anderson	Voter	☒	☐	☐	☐
	Eileen Chapman	Seconder	☒	☐	☐	☐
	Yvonne Clayton	Mover	☒	☐	☐	☐
	Amy Quinn	Voter	☒	☐	☐	☐
	John Moor	Voter	☒	☐	☐	☐


Meadowlands Transportation Brokerage Corporation

144 Park Place East, Wood-Ridge, NJ 07075
t: 201.939.4242 | f: 201.939.2630 | info@ezride.org

ezride.org

INVOICE

BILL TO:

City of Asbury Park
Attn: James Bonanno, PP, AICP, Director of Transportation
1 Municipal Plaza
Asbury Park, NJ 07712

Invoice No. 6505

Invoice Date: 6/21/2023

DESCRIPTION	AMOUNT
<u>EZ Ryde4Life Program -</u> Initial Deposit to start the rideshare program	\$50,000.00
NOTES: TERMS & CONDITIONS 1. Annual membership fee of \$250 to be collected. 2. Cost of ride based on Lyft/Uber and additional \$2.50/trip administrative fee. 3. When the account balance drops below the threshold amount of \$10,000, EZ Ride will request the City of Asbury Park to replenish the account.	
Total Due	\$50,000.00

PAYMENT OPTIONS

1. Check: Make all checks payable to EZ Ride
2. Electronic payments: Bank of America Account #3810 3276 3335 and Routing #021200339

Please provide remittance information to Billing@ezride.org

For any questions or clarifications, please call (201) 939-4242 ext. 5.

Thank you for your business.

Attachment: EZ Ride Deposit Invoice (2023-350 : Authorizing Deposit of Funds for Rideshare Program with EZ Ride)

Helping People Overcome Transportation Challenges



Packet Pg. 260



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-351

Resolution approving change order 4 for Memorial Drive Improvements Project in the amount of \$0.00



RESOLUTION NO. 2023-351

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

RESOLUTION APPROVING CHANGE ORDER 4 FOR MEMORIAL DRIVE IMPROVEMENTS PROJECT

WHEREAS, the City Council of Asbury Park awarded a contract to Lucas Brothers Inc. on November 22, 2022 for Memorial Drive Improvements Project via Resolution #2022-464; and

WHEREAS, the original contract amount approved by the City Council was in the sum of three million eight hundred twenty-one thousand eight hundred twenty-one dollars (\$3,821,821.00); and

WHEREAS, the City had approved via Resolution 2023-173 Change Order #1 and had no change to the contract amount of \$3,821.821.00; and

WHEREAS, the City had approved via Resolution 2023-306 Change Order #2 and had no change to the contract amount of \$3,821.821.00; and

WHEREAS, the City had approved via Resolution 2023-306 Change Order #3 and had no change to the contract amount of \$3,821.821.00; and

WHEREAS, Change Order # 4 reflects additions and reductions resulting in a zero (\$0.00) dollar net change to the contract; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-09-17-906-000-902 and C-09-17-906-000-903 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this 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 Mayor and State of New Jersey that Change Order 4 shall not exceed zero dollars and zero cents (\$0.00).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute

Change Order Number 4 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, Lucas Brothers Inc., City Engineer, City Manager 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. 2023-351 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

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

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00772

CHANGE ORDER NO. 4

DATE:

June 21, 2023

PROJECT:

Memorial Drive Improvements

OWNER:

City of Asbury Park

CONTRACTOR:

Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

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

EXTRA:

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

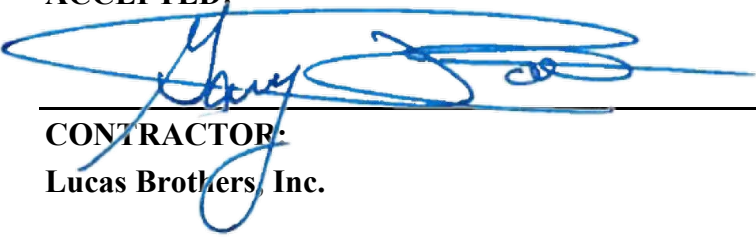
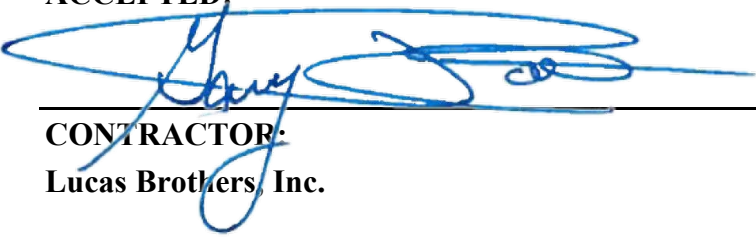
SUPPLEMENTARY:

S-8

10" Sanitary Sewer Pipe

S-9

TV and Jet Vac Sanitary Sewer Line Drury Lane and Sixth Avenue Investigation

APPROVAL RECOMMENDED:	SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
 JASON D. HARZOLD PRINCIPAL PROJECT MANAGER	A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$35,790.00
 ACCEPTED:	B. TOTAL EXTRAS THIS C.O.	\$24,370.00	XXXXXXXXXXXX
 CONTRACTOR: Lucas Brothers, Inc.	C. TOTAL SUPPLEMENTARY THIS C.O.	\$11,420.00	XXXXXXXXXXXX
OWNER'S APPROVALS:	TOTALS THIS C.O.	\$35,790.00	\$35,790.00
	NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
	PREVIOUS CHANGE ORDERS	\$197,623.56	\$197,623.56
NOTE: All work to be done according to Contract Specifications.	TOTAL CHANGE ORDERS TO DATE	\$233,413.56	\$233,413.56
	NET CHANGE IN CONTRACT	\$0.00	\$0.00

ORIGINAL CONTRACT BID PRICE		\$3,821,821.00
CHANGE ORDERS TO DATE	0.00%	\$0.00
REVISED CONTRACT PRICE		\$3,821,821.00

Attachment: Lucas Brothers - Change Order No. 4 - Signed (2023-351 : Change Order #4 for Memorial Drive Improvement Project)

CHANGE ORDER NO. 4

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00772

PROJECT:

Memorial Drive Improvements

OWNER:

City of Asbury Park

CONTRACTOR:

Lucas Brothers, Inc.

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
REDUCTION	2	Silt Fence (If & Where Directed)	50.00	LF	\$0.01	\$0.50
	8	Police Traffic Directors (If & Where Directed)	72.00	HR	\$75.00	\$5,400.00
	28	6"x18" Concrete Vertical Curb	100.00	LF	\$32.00	\$3,200.00
	36	12" Polyvinyl Chloride Sewer Pipe	155.00	LF	\$175.00	\$27,125.00
	64	Traffic Stripes, Long Life Epoxy Resin, 4" Wide	86.00	LF	\$0.75	\$64.50

A.	TOTAL REDUCTIONS	\$35,790.00
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E X T R A	S-6	6" SDR35 Sanitary Sewer Pipe	89.00 LF	\$110.00	\$9,790.00
	S-7	8" Sanitary Sewer Pipe	108.00 LF	\$135.00	\$14,580.00

B.	TOTAL EXTRA	\$24,370.00
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S U P P L E M E N T A R Y	S-8	10" Sanitary Sewer Pipe	32.00	LF	\$185.00	\$5,920.00
	S-9	TV and Jet Vac Sanitary Sewer Line Drury Lane and Sixth Avenue Investigation	1.00	LS	\$5,500.00	\$5,500.00

C.	TOTAL SUPPLEMENTARY	\$11,420.00
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Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-352

Amending Resolution #2023-310 Awarding Contract for Professional Service of Analysis of Impediments to Fair Housing Choice



RESOLUTION NO. 2023-352

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

RESOLUTION TO AMEND RESOLUTION #2023-310 AWARDING CONTRACT FOR PROFESSIONAL SERVICE OF ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

WHEREAS, Resolution 2023-310 is being amended to reflect the available funds in account T-17-78-850-850-001 and not 3-01-20-100-000-209; and

WHEREAS, the City of Asbury Park solicited request for qualifications (RFQ) for Professional Service for the preparation of an Analysis of Impediments to Fair Housing Choice; and

WHEREAS, Civitas, LLC submitted the lowest responsive and responsible proposal in accordance with the RFQ; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires its Grantees (City of Asbury Park) to provide an updated Analysis of Impediments every 5 years; and

WHEREAS, the Analysis of Impediments will help to inform residents and stakeholders of the City of Asbury Park's strategy for addressing fair housing issues and identify what actions will be taken to address the issues over the next five years; and

WHEREAS, the not-to-exceed cost for Professional Service for an Analysis of Impediments to Fair Housing Choice shall not exceed \$25,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in account T-17-78-850-850-001; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorize payment to Civitas, LLC for Professional Service for an Analysis of Impediments to Fair Housing Choice in the not-to-exceed amount of \$25,000.00.

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. 2023-352 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-353

Employment Agreement Between the City of Asbury Park and The Deputy Chief of The Asbury Park Police Department



RESOLUTION NO. 2023-353

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

RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ASBURY PARK AND THE DEPUTY CHIEF OF THE ASBURY PARK POLICE DEPARTMENT

WHEREAS, pursuant to N.J.S.A. 40:69A-89, et seq., and Section 2-3 of the “Code of the City of Asbury Park, New Jersey,” the Municipal Council shall appoint a Municipal Manager to serve as the chief executive and administrative official of the municipality, at such salary and under such conditions as the Municipal Council by a majority vote may decide; and

WHEREAS, it is the desire of the Asbury Park Mayor and Council to enter into an employment agreement with the Deputy Chief of the Asbury Park Police Department that outlines the job duties, benefits, etc.; and

WHEREAS, the contract is attached to this Resolution.

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, that they shall enter into an employment agreement with Deputy Police Chief Guy S. Thompson outlining the terms of employment.

BE IT FURTHER RESOLVED, that the execution of the attached Employment Agreement by the Municipal Manager, on behalf of the City, is hereby authorized and/or ratified.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution, along with the attached Employment Agreement, shall be provided to each of the following:

- a. Donna M. Vieiro, Municipal Manager
- b. Guy S. Thompson, Deputy Police Chief
- e. Denise Callery, Personnel Officer
- f. Rajiv Parikh, Esquire, Labor Counsel
- g. Frederick C. Raffetto, Esquire, 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. 2023-353 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

AGREEMENT

BETWEEN

**CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY**

AND

GUY S. THOMPSON, TO SERVE AS DEPUTY CHIEF OF POLICE

JANUARY 1, 2022 THROUTH DECEMBER 31, 2024

Table of Contents

ARTICLE I – RECOGNITION.....	2
ARTICLE II - MANAGEMENT RIGHTS	2
ARTICLE III - RESPONSIBILITIES OF THE DEPUTY CHIEF OF POLICE	2
ARTICLE IV - HOURS OF WORK.....	3
ARTICLE V - SICK LEAVE AND COMPENSATORY TIME	3
ARTICLE VI - INJURY LEAVE.....	5
ARTICLE VII - BEREAVEMENT LEAVE	6
ARTICLE VIII – VACATIONS.....	6
ARTICLE IX - HOLIDAY TIME.....	7
ARTICLE X - PERSONAL LEAVE.....	7
ARTICLE XI - HOSPITALIZATION AND INSURANCE	7
ARTICLE XII - CLOTHING PAY	9
ARTICLE XIII – VEHICLE	9
ARTICLE XIV – SALARY.....	10
ARTICLE XV - LONGEVITY PAY.....	10
ARTICLE XVI = EDUCATIONAL PROGRAMS / LAW ENFORCEMENT CONFERENCES	10
ARTICLE XVII - MISCELLANEOUS PROVISIONS	11
ARTICLE XVIII - MAINTENANCE OF STANDARDS	11
ARTICLE XIX - LEAVE OF ABSENCE.....	12
ARTICLE XX – EQUIPMENT	12
ARTICLE XXI - ACTIONS AGAINST THE DEPUTY CHIEF OF POLICE	12
ARTICLE XXII - DEDUCTIONS FROM SALARY	13
ARTICLE XXIII - SEPARABILITY AND SAVINGS	13
ARTICLE XXIV - FULLY BARGAINED PROVISION	13
ARTICLE XXVI - TERM AND RENEWAL.....	13

ARTICLE I – RECOGNITION

This Agreement, entered into this ____ day of _____, 2022 by and between the CITY OF ASBURY PARK, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the “City”, and Guy S. Thompson, hereinafter referred to as the “Deputy Chief of Police”, hereby establishes the following terms and conditions of employment for the position of Deputy Chief of Police. This agreement represents the complete and final understanding of all bargainable issues between the City and the Deputy Chief of Police.

ARTICLE II - MANAGEMENT RIGHTS

The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

ARTICLE III - RESPONSIBILITIES OF THE DEPUTY CHIEF OF POLICE

A. Pursuant to State Law, the ordinances of the City and regulations and policies established by the City Manager, the responsibilities of the appointed Deputy Chief of Police shall include the responsibility to:

1. Under the direction of the Chief of Police, or in the absence of the Chief of Police, conduct and manage the day to day operations of the Police Department;
2. Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers and personnel;

3. Have, exercise and discharge the function, powers and duties of the police department;
4. Delegate such of his authority as he may deem necessary for the efficient operation of the police department to be exercised under his direction and supervision;
5. Under the direction and consultation of the Chief of Police, or in the absence of the Chief of Police, prescribe the duties and assignments of all subordinates and other personnel; and
6. Perform other duties as stated in the Civil Service Commission's job description for the rank of Deputy Chief of Police.

ARTICLE IV - HOURS OF WORK

The Deputy Chief of Police shall work forty (40) hours per week, as determined by the Chief of Police or the City Manager. The City agrees to comply with all provisions of the Fair Labor Standards Act.

ARTICLE V - SICK LEAVE AND COMPENSATORY TIME

A. The Deputy Chief of Police shall be entitled to sick leave with pay. The Deputy Chief of Police may utilize sick leave when he is unable to perform his work by reason of personal illness or accident. The Deputy Chief of Police's sick leave shall not be used to allow the Deputy Chief of Police to serve as a nurse or housekeeper during extended periods of illness for any immediate member of his family. In the event of illness in the immediate family, a maximum of three (3) days will be considered to be permitted to be used from the said employee's sick leave while other arrangements are made for family coverage.

B. The City will follow the applicable provisions of the Family Leave Act.

C. **AMOUNT OF SICK LEAVE**

1. The Deputy Chief of Police shall be credited with (150) one hundred and fifty hours of sick leave time at the beginning of each calendar year, in anticipation of continued employment.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the Deputy Chief of Police's credit from year to year, to be used if and when needed for such purposes.

3. Upon retirement, the Deputy Chief of Police shall receive one-half (1/2) his accumulated sick leave time, limited to a maximum of thirteen hundred and fifty (1350) hours of full pay rate existing on the date of the Deputy Chief of Police's retirement.

4. In the event the Deputy Chief of Police dies prior to retirement, his estate shall receive one-half (1/2) of his accumulated sick leave time, subject to and conditioned upon, however, that the Deputy Chief of Police's estate shall receive not more than six (6) months' full pay at the rate of pay existing on the date of said employee's death.

5. If the Deputy Chief of Police is absent from work on sick leave and is unable to report for duty for five (5) or more consecutive days, the City may require a physician of its own choice to provide a medical statement concerning the need for sick leave. In the alternative, the City may require the Deputy Chief of Police to submit acceptable medical evidence substantiating the need for sick leave.

6. Compensatory time shall not exceed a maximum of 480 hours. Compensatory time may only be used if approved by the Chief of Police or the City Manager. Overtime/Compensatory time may only be earned for special events and emergencies requiring the Deputy Chief to work and only with the approval of the Chief of Police or the City Manager.

7. Any unused or accrued Compensatory time shall be paid out by the City at the current rate of pay when the Deputy Chief of Police becomes separated, either voluntarily or involuntarily, or retires from employment with the City.

8. The Deputy Chief of Police shall be afforded the opportunity to be paid out for accrued compensatory time up to 40 hours every June and December. To be considered for pay out, he must maintain a minimum of 40 hours in his bank. This term is only valid dependent on appropriate budget allocations and appropriate funding.

ARTICLE VI - INJURY LEAVE

A. In the event the Deputy Chief of Police becomes disabled by reason of work related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for in this agreement, the Deputy Chief of Police shall be entitled to full pay for a period of one (1) year, twelve (12) consecutive months. If the Deputy Chief of Police exercises this right, he shall surrender to and deliver any worker's compensation salary payments to the City in order to receive his entire salary payment.

B. When injured while working, whether slight or severe, the Deputy Chief of Police must make an immediate report, if practicable, prior to the end of his shift. Failure to report any injury may result in failure of the Deputy chief of Police to receive compensation under this Article.

C. Injury leave may be granted only for an injury found to be approved and accepted as a compensable work-related injury, which arose during and out of the course of employment. The use of injury leave is dependent upon a prior determination of compensability by the City's insurance administrator based upon the reports of authorized physicians.

D. Entitlement under this Article will be based upon the medical evaluations submitted by the authorized physician designated by the City's insurance administrator. If the Deputy Chief of Police disagrees with the medical evaluation submitted by the authorized physician, he may submit a written request for a second opinion and supplemental medical evaluation. If the second opinion disagrees with the Deputy Chief of Police's personal doctor and the City's doctor as to whether the employee is entitled to injury leave, the dispute shall be submitted to a third doctor who shall be selected mutually by the Deputy Chief of Police and the City. The determination of the third doctor regarding the employee's ability to return to work shall be in writing and be final and binding. Until the final decision is received from the third impartial doctor, the employee will not be ordered to return to work.

ARTICLE VII - BEREAVEMENT LEAVE

A. The Deputy Chief of Police shall be granted Forty (40) working hours off for death in the immediate family, which shall consist of father, mother, spouse, children, step-children, brother and sister, father-in-law, mother-in-law, grandparents, spouse's grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchildren.

B. The Deputy Chief of Police shall be granted eight (8) working hours off for the death of an aunt or uncle.

ARTICLE VIII – VACATIONS

A. The Deputy Chief of Police shall be entitled to annual paid vacation leave, credited at the beginning of each calendar year in anticipation of continued employment, based on his years of continuous service. Vacations shall be earned in the following manner, commencing on the last day of the first year stated in each category through the last day of the last year stated in each category:

One through four years	One Hundred and Thirty (130) hours
Five through nine years	One Hundred and Seventy (170) hours
Ten through fourteen years	Two Hundred (200) hours
Fifteen through nineteen years	Two Hundred and Thirty (230) hours
Twenty years and thereafter	Two Hundred and Seventy (270) hours

B. The Deputy Chief of Police shall be entitled to schedule vacation time, provided that the Deputy Chief of Police shall not take vacation leave unless the Chief of Police approves such vacation time. In the absence of the Chief of Police, vacation scheduling must be approved in advance by the City Manager. In addition, the Deputy Chief of Police shall not schedule his vacation time during any time period where planned events shall require the presence of the Deputy Chief of Police without prior approval and coverage for such event. The Deputy Chief of Police shall be required to report to the Chief of Police the dates which the Deputy Chief of Police has selected for his vacation.

C. Up to one (1) year of any unused vacation time may be carried forward into the next succeeding year.

D. Any unused or accrued vacation time up to five hundred and forty (540) hours shall be compensated for by the City as straight time at the current rate of pay when the Deputy Chief of Police becomes separated, either voluntarily or involuntarily, or retires from employment with the City.

ARTICLE IX - HOLIDAY TIME

A. The Deputy Chief of Police shall be entitled to fourteen (14) paid city holidays per calendar year as designated by the city.

B. When any of these holidays occurs on a Saturday, the holiday shall be observed on the Friday immediately preceding such Saturday. When any of these holidays occurs on a Sunday, the holiday shall be observed on the Monday immediately following such Sunday.

ARTICLE X - PERSONAL LEAVE

A. The Deputy Chief of Police shall be granted forty (40) hours off per year, with pay, for the purpose of conducting matters of personal, business or emergency nature, and such time shall not be deducted from any other time. Except in the case of an emergency, twenty-four (24) hour notice must be given.

B. Terminating or retiring employees shall be granted personal leave on a pro-rated basis of ten (10) hours for three (3) months of service.

C. Personal leave shall not be carried into the next year, unless personal days during the year earned are denied by the Chief of Police when a request is made to take such personal leave.

ARTICLE XI - HOSPITALIZATION AND INSURANCE

A. The City shall provide hospitalization and medical insurance for the Deputy Chief of Police, his spouse and dependent children. As to dependent children, the same shall be those children that

are determined to be dependent as interpreted by the insurance carrier. Insurance coverage shall be provided through the State Health Benefits Plan with the Deputy Chief of Police having the right to choose any of the offered plans. The City, however, shall have the option of providing insurance coverage substantially similar to, or improved upon, by another insurance carrier. The City may, upon at least sixty (60) days' notice to the Deputy Chief of Police, provide health insurance coverage by any other carrier so long as the benefit and coverage levels are the same or better than the benefits and coverage levels currently provided, whenever the City determines that it is feasible to do so. At no time shall the Deputy Chief of Police or his spouse and dependent children receive less medical coverage than that which is received by any other member of the Police Department. All of the aforementioned insurance shall be paid for by the City.

B. Pursuant to N.J.S.A. 40A:10-21 through -25, the employer agrees to provide and pay for the entire cost of medical and health benefits and premiums as enumerated in this Article for the Deputy Chief of Police upon retirement. In the event that N.J.S.A. 40A:10-21 through -25 is amended or repealed in any form, the employer agrees to maintain medical and health benefits equal to those provided to retirees at the time such amendments or changes to the legislation becomes effective. This provision shall not include any benefits for the retired employee's spouse or dependent children.

C. In the event an employee dies and the spouse remarries, there shall be no benefits inuring to or to be provided to said spouse in the event she shall remarry. In the event that the spouse of a deceased employee is covered by any of the enumerated medical, hospitalization, and/or major medical benefits herein to be reason of employment or other source wherein the same or similar benefits are provided to said spouse, said spouse shall not receive the benefits referred to herein.

ARTICLE XII - CLOTHING PAY

A. The Deputy Chief of Police shall receive a clothing/uniform allowance of one thousand five hundred (\$1,500.00) dollars annually. This uniform allowance shall be paid on April 15th of each year.

B. Any uniform, clothing or watches of the employee actually damaged or destroyed in the course of the employee's duties shall be repaired or replaced at the City's expense to a maximum of one hundred (\$100.00) dollars per claim as to watches and one hundred twenty-five (\$125.00) dollars per claim as to eyeglasses, subject to and conditioned upon the approval of the Chief of Police, or in his/her absence, the Chief of Police's designee.

ARTICLE XIII – VEHICLE

A. The City agrees to supply the Deputy Chief of Police with an unmarked automobile to be used for work purposes and personal use. The City shall determine the make and model of the automobile. However, it shall be of a size and with such equipment as is needed for police work.

B. The Deputy Chief shall be permitted to use the car for his personal use. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, schools, trips, conferences, and any other travel needed to carry out the duties of the Deputy Chief of Police.

C. The City shall pay all expenses for the operation and upkeep of the automobile such as car insurance, tires, gas, oil changes and any other necessary repairs, except when the vehicle is used for personal use, at which time the Deputy Chief shall be responsible for the cost of gasoline.

D. The vehicle may not be used for personal services except those outlined in IRS Publication 15-b.

ARTICLE XIV – SALARY

The Deputy Chief of Police shall receive a minimum pay differential of Ten Thousand (\$10,000.00) Dollars between the rank of Captain and Deputy Chief of Police. At no time will the salary pay differential between said ranks fall below the aforementioned levels.

ARTICLE XV - LONGEVITY PAY

A. The Deputy Chief of Police shall be paid, in addition to and together with his annual base salary, additional compensation based upon the length of his service.

<u>Years of Service</u>	<u>Amount</u>
Start of 20 th year	\$6,045.00
Start of 25 th year	\$7,500.00

B. If the anniversary date falls between January 1 and June 30, it shall be paid as of July 1. If the anniversary date falls between July 1 and December 31, it shall be paid as of January 1. This longevity pay shall be paid regularly as a part of the salary of the Deputy Chief of Police and shall be counted towards the final average for pension purposes.

C. Longevity pay shall be included in overtime pay.

ARTICLE XVI = EDUCATIONAL PROGRAMS / LAW ENFORCEMENT CONFERENCES

A. The Deputy Chief of Police shall be permitted to attend and be compensated at his regular salary, for schools, seminars or retraining sessions conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigations, or any other educational program of a management or supervisory nature with prior approval of the Chief of Police or the City Manager in the absence of the Chief of Police. All expenses such as tuition, travel, books, or any other charges connected with the educational program shall be borne by the City, subject to the availability of funds and with the approval of the City Manager.

B. The City also agrees to pay for the Deputy Chief of Police dues for membership in the County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police and the International Association of Chiefs of Police.

C. The City agrees to grant time off with pay for the Deputy Chief of Police with prior approval of the Chief of Police or the City Manager in the absence of the Chief of Police, to attend any meetings or conferences of the above-named associations.

ARTICLE XVII - MISCELLANEOUS PROVISIONS

To the extent that the City enters into an employment and/or collective bargaining agreement with any other police or superior officer's union during the life of this contract which provides for a greater level of benefits than that set forth herein (e.g. increased clothing allowance, increased longevity pay, increased educational incentive, etc.) this agreement shall automatically be amended to provide for such greater benefit.

ARTICLE XVIII - MAINTENANCE OF STANDARDS

A. All conditions of employment relating to wages, hours of work and general working conditions presently in effect for The Deputy Chief of Police shall be maintained at not less than the standards now in effect, and the conditions of employment shall be improved whenever specific conditions for improvement are made in this Agreement.

B. In the event of a conflict between the terms of this Agreement and the Rules and Regulations of the Police Department, then, and in that event, the terms of this Agreement shall govern for the duration of this Agreement.

ARTICLE XIX - LEAVE OF ABSENCE

A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one year, after which time the employee will be reinstated, subject to New Jersey Civil Service Regulations or other statutes, rules and regulations of the State of New Jersey or any other Federal law, rule or regulation which shall or may supersede this Article. The said leave of absence may not be arbitrarily or unreasonably withheld and shall be administered in accordance with the New Jersey State Civil Service Commission Regulations.

ARTICLE XX – EQUIPMENT

The City shall provide any employee who completes their service or employment in the Police Department with up to \$400 for the purpose of purchasing a retirement badge. Service or employment shall consist of twenty-five (25) years or more, or less, if the employee retires because of medical reasons.

ARTICLE XXI - ACTIONS AGAINST THE DEPUTY CHIEF OF POLICE

The City shall supply the Deputy Chief of Police with any and all necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties and in accordance with the laws of the State of New Jersey and the United States. The Deputy Chief of Police, subject to the approval of the City Manager, may make the selection of an attorney and the City shall not unreasonably withhold such approval. The City shall similarly be responsible for the indemnification and counsel in connection with all claims arising from actions taken in the course of the Deputy Chief of Police's duties for actions filed subsequent to the expiration of this agreement.

ARTICLE XXII - DEDUCTIONS FROM SALARY

The City shall deduct from the salary of the Deputy Chief of Police subject to this contract annual dues in the sum of eight hundred forty (\$840.00) dollars for the Superior Officer's Association at the rate of thirty-five (\$35.00) dollars per pay period.

ARTICLE XXIII - SEPARABILITY AND SAVINGS

If any provision of this agreement, or any application of this agreement, is held to be invalid by operation of law or by a court, such provision shall be omitted or proportionately adjusted according to law. In the event any provision of this Agreement is so deemed to be invalid, the parties agree to meet immediately to renegotiate a provision to replace the invalid provision. All other provisions shall not be affected and shall continue in full force and effect.

ARTICLE XXIV - FULLY BARGAINED PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which are or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

ARTICLE XXVI - TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2022, and shall remain in effect to and including December 31, 2024, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing,

at least ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seals this ____ day of _____, 2023.

Attest:

CITY OF ASBURY PARK

Donna M. Vieiro, City Manager

Attest:

DEPUTY CHIEF OF POLICE,

Guy S. Thompson



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-354

Resolution authorizing the submission of a grant application to the Monmouth County Open Space Grants Program for Improvements to Deal Lake Park.



RESOLUTION NO. 2023-354

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

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE MONMOUTH COUNTY OPEN SPACE GRANTS PROGRAM FOR IMPROVEMENTS TO DEAL LAKE PARK

WHEREAS, the Monmouth County Board of Chosen Freeholders has approved an Open Space Trust Fund and established a Municipal Open Space Program to provide Program Grant funds in connection with municipal acquisition of lands for County park, recreation, conservation and farmland preservation purposes, as well as for County recreation and conservation development and maintenance purposes; and

WHEREAS, the Governing Body of the City of Asbury Park desires to obtain County Open Space Trust Funds in the amount of \$250,000.00 to fund Improvements to Deal Lake Park situated at the north west corner of the intersection between Main Street (NJ State Highway Rt. 71) and Seventh Avenue and along Deal Lake, consisting of Block 3001, Lot 1 in the City of Asbury Park.

WHEREAS, the total cost of the project including all matching funds is \$343,650.00; and

WHEREAS, the City of Asbury Park is the owner of and controls the project site.; and

NOW, THEREFORE BE IT RESOLVED, by The City Council of the City of Asbury Park, Monmouth County, New Jersey, **THAT**:

1. Donna M. Vieiro, City Manager of the City of Asbury Park, or her successor is authorized to (a) make an application to the County of Monmouth for Open Space Trust Funds, (b) provide additional application information and furnish such documents as may be required for the Municipal Open Space Grants Program and (c) act as the municipal contact person and correspondent of the above-named municipality; and
2. The City of Asbury Park is committed to this project and will provide the balance of funding necessary to complete the project as described in the grant application in the form of non-county matching funds as required in the Policy and Procedures Manual for

the Program; and

3. If the County of Monmouth determines that the application is complete and in conformance with the Monmouth County Municipal Open Space Program and the Policy and Procedures Manual for the Municipal Grants Program adopted thereto, the municipality is willing to use the approved Open Space Trust Funds in accordance with such policies and procedures, and applicable federal, state, and local government rules, regulations and statutes thereto; and
4. Donna M. Vieiro, City Manager of the City of Asbury Park or her successor is hereby authorized to sign and execute any required documents, agreements, and amendments thereto with the County of Monmouth for the approved Open Space Trust Funds; and
5. 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. 2023-354 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-355

Authorization to submit a grant application for 2023 New Jersey American Water Company Fire & EMS Grant.



RESOLUTION NO. 2023-355

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

RESOLUTION TO AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION FOR A 2023 NEW JERSEY AMERICAN WATER COMPANY FIRE & EMS GRANT

WHEREAS, New Jersey American Water is proud to partner with and support our local firefighters and emergency responders. To show their appreciation, New Jersey American Water created the Firefighter and Emergency Responder grant program to benefit local fire departments and emergency medical services.

WHEREAS, these grants provide financial assistance to fire and emergency organizations serving communities in the company's designated service areas. Grants are awarded to cover the costs associated with purchasing personal protective gear, communications equipment, firefighting/emergency responder tools, water handling equipment, training and related activities/materials used to support community fire protection.

THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park that, the City of Asbury Park Fire Department is hereby authorized to submit a grant application to the New Jersey American Water Company, Fire & EMS Grant Program, for an amount not to exceed \$2,500.00 for the purchase of water rescue equipment.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the City Manager, Chief Financial Office, and Fire Chief of the City of Asbury Park.

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. 2023-355 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

**Marine Rescue Products, Inc.**

PO Box 3484
 Newport, RI 02840
 Toll Free (800) 341-9500
 Fax (401) 848-9577
 Email: staff@marine-rescue.com
 www.Marine-Rescue.com
 Fed ID #050382859

Quotation

Quotation # 154369A
 Quotation Date 06/22/23
 Page 1

Bill To			Ship To		
D. Kevin Keddy Fire Chief City of Asbury Park 800 Main St. ASBURY PARK, NJ 07712					
Customer No.	Sales I.D.	Ship Via	Source	Terms	
117409	/005	UD1	R /	QUOTATION	
Ordered By		Warehouse	Phone Number	Reference #	
			(732) 502-0186		

Qty	B/O	Ship	Item #	Description	Un. Price	Ds	Amount
1			STMRP 11P	MARINE RESCUE SOFT TOP RESCUE BOARD 11' PERFORMANCE	1050.00	--	1050.00
8			350 PLAIN RED	40" RESCUE TUBE WITH BRASS CLIP RED TUBE	65.00	--	520.00
8			DAFIN VARIOUS	DAFIN SWIM FIN	60.00	--	480.00

MERCHANDISE QUOTATION TOTAL \$ 2050.00
 SHIPPING & HANDLING \$ 445.00
 QUOTATION TOTAL \$ 2495.00

Attachment: MRPINVOICE (2023-355 : Resolution to Authorizing the Submittal of a Grant Application for a 2023 New Jersey American Water)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-356

Restate And Add Roth Provision For An Existing Deferred Compensation Plan



RESOLUTION NO. 2023-356

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

RESOLUTION TO RESTATE AND ADD ROTH PROVISION FOR AN EXISTING DEFERRED COMPENSATION PLAN

WHEREAS, the City of Asbury Park (hereinafter referred to as the “Employer”) by resolution adopted a Deferred Compensation Plan (hereinafter referred to as the “Plan”) effective June 28, 2023 for the purpose of making available to eligible employees the accrual of tax benefits under a Section 457 Deferred Compensation Plan; and

WHEREAS, the Small Business Jobs Act of 2010 amended Section 402A(e)(1) of the Internal Revenue Code (the “Code”); and

WHEREAS, the Employer desires its Plan to add Roth provisions brought about by the Small Business Jobs Act of 2010; and

WHEREAS, the Employer desires to adopt a restated Plan that is substantially similar to one on which a favorable Private Letter Ruling has been previously obtained from the federal Internal Revenue Service including provisions of The Small Business Job Protection Act of 1996 (United States Public Law No. 104-188), the Tax payer Relief Act of 1997 (United States Public Law No. 105-34), the Economic Growth and Tax Relief Reconciliation Act of 2001 (United States Public Law No. 107-16), Section 401(a)(9) of the Internal Revenue code, the Small Business Jobs Act of 2010, and all such provisions are stated in the plan in terms substantially similar to the text of those provisions in the Code Section 457 including pertinent applicable Treasury Regulations. The use of the Ruling is for guidance only and acknowledges that for Internal Revenue Service purposes, the Ruling of another employer is not to be considered precedent; and

WHEREAS, such revised Plan shall supersede the previously adopted Plan;

NOW, THEREFORE BE IT RESOLVED that the Employer hereby adopts the attached revised Plan 20-PD-EQUITABLE-091720.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded to the Director of the Division of Local Government Services.

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. 2023-356 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

Return Completed Copy to:
 Equitable Retirement Plan Consulting Group
equitableplandocs@equitable.com

ELIGIBLE 457(b) PLAN QUESTIONNAIRE FOR NJ GOVERNMENTAL EMPLOYERS
20-PD-EQUITABLE-091720

SECTION 1 – EMPLOYER INFORMATION

1. Name and Address of Employer:

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

Note: The above referenced Employer must be a local unit, a municipality, a county, an authority created by one or more counties or municipalities, a fire district or a joint meeting in the State of New Jersey.

Phone #: 732-502-5196

FAX #: _____

2. EIN #: 21-6000035

3. Employer Contact Information:

Name: Denise Callery
Title: Personnel Officer
Phone: 732-502-5196
Email: denise.callery@cityofasburypark.com

SECTION 2 – PLAN INFORMATION

4. When is or was the Plan effective?

☐ (a) This is a new plan. The effective date of the Plan is _____.

☒ (b) Amend and restate a previously-adopted 457(b) Plan in the form of this Plan. The effective date of this restatement is _____, with an initial effective date of: _____.

5. Administrator; or Local Plan Administrator:

(a) ☐ **Employer;** or

(b) ☐ **Other:** _____

Default – 5(a)

6. This Plan shall be governed by the laws of the State or Commonwealth of: New Jersey.

SECTION 3 - PLAN PROVISIONS

7. The Plan Year is:
- (a) ☐ The calendar year; or
 (b) ☐ Other 12 month period, ending: _____
8. The Valuation Date for the Plan shall be: (a) ☐ daily; (b) ☐ annual; (c) ☐ monthly; (d) ☐ quarterly; or (e) ☐ other: _____
Default – 8(a)
9. The Normal Retirement Age under the Plan means (choose one):
- ☒ (a) Any age selected by the Employee from age 40 to age 70 1/2. The age inserted can be no less than the earliest age at which a Participant has the right to retire under the Employer's basic pension plan without consent of the Employer and to receive immediate retirement benefits with actuarial or similar reduction because of retirement before some later age specified in the Employer's basic pension plan.
- ☐ (b) Age _____.
- ☐ (c) The later of:
 (1) The latest normal retirement age specified in the Employer's basic pension plan, or
 (2) Age 65.
- Important Note – The "Normal Retirement Age or NRA" is used to determine the 3-year period that the Participant can calculate their special catch-up contributions. The calculation is for the 3 years prior to the year that the participant would attain the NRA. The age may not be less than 65 unless the earliest age under the basic pension plan is less than 65.*
10. The minimum amount which may be deferred by a Participant in any calendar month is \$ 20.
11. Participant Loans:
- (a) ☐ shall not; or
 (b) ☐ shall be available under the Plan.
12. The Employer authorizes investment options available through the following Contractors:

Equitable Financial Life Insurance Company

IMPORTANT NOTE: INVESTMENTS OFFERED ABOVE MUST SATISFY THE REQUIREMENTS OF NEW JERSEY STATE LAW, BE APPROVED BY THE "DIRECTOR" AND MAY ONLY BE INVESTED IN ONE OR MORE OF THE FOLLOWING:

- (1) Interest bearing accounts or securities, in which savings banks of New Jersey are authorized to invest their funds;
- (2) State of New Jersey Cash Management Fund;
- (3) Individual or group annuity contracts, whether fixed or variable; or
- (4) Mutual fund shares.

13. Eligibility is extended to:

Provision	Yes	No
All Employees	☒	☐
Independent Contractors	☐	☒
Leased Employees	☐	☒
Only the following Employees are eligible for this Plan (describe):	☐	☐

Default – All Employees are eligible

SECTION 4 – CONTRIBUTIONS

14. Select the contributions that will be permitted under the plan, and complete the applicable items on the questionnaire for each contribution type permitted.

Contribution Types	Check if permitted:	Complete the following items below
Pre-Tax Elective Deferrals	☒	Items 15 - 19
Roth Post-Tax Elective Deferrals	☒	Item 15(b)
Mandatory Employee Contribution	☐	Item 20
Employer Nonelective	☐	Item 22
Employer Matching	☐	Item 23
Employer "Pick-up" Contribution	☐	Item 21
Accrued Unpaid Sick/Vacation Pay	☒	Item 24
Rollovers	☒	See Item 25-26
Transfers from other Governmental 457(b) Plans	☒	N/A

NOTE: A JOINDER AGREEMENT MUST BE COMPLETED AND SIGNED BY EACH PARTICIPANT ELECTING TO ENROLL IN THE PLAN. THIS AGREEMENT MUST BE RETAINED BY THE ADMINISTRATOR. THE JOINDER AGREEMENT THAT IS USED MUST BE THE ONE THAT WAS SUBMITTED AND ON FILE WITH THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES IN THE DEPARTMENT OF COMMUNITY AFFAIRS FOR THE STATE OF NEW JERSEY.

15. ☐ (a) **Pre-Tax Salary Deferrals** - A Participant may defer up to the following amount of compensation into this Plan:
- ☒ (1) The maximum permitted by law.
- ☐ (2) _____ % of annual compensation; or
- ☐ (3) \$_____ per year.

Default – 15(a)(1)

- ☒ (b) Will Roth 457(b) post-tax elective deferrals be permitted?
- ☒ Yes ☐ No

If yes, the effective date to allow Roth contributions is: 06/15/2023
 (Enter the date that Roth contributions may (or did) begin. Date may not be earlier than 1/1/2011).

- (1) If 15(b) is elected above, will the plan accept a direct rollover from another Roth Deferral account under an applicable retirement plan as described in 402A(e)(1) of the Code? ☒ Yes ☐ No

Default: YES

- (2) If 15(b) is elected above, will Highly Compensation Employees be permitted to designate the amount of any excess contribution that are comprised of Roth Deferrals? ☐ Yes ☒ No

Default: No

16. Automatic Enrollment: If an eligible Employee fails to make an affirmative election (item 15) not to participate in the Plan with respect to Elective Deferrals, the percentage in Item 17 below:

- ☐ (a) shall not;
☐ (b) shall be automatically withheld and contributed to the Plan as an Elective Deferral.

(Caution: Since this is a Plan subject to New Jersey State laws, the Employer should check to make sure that automatic enrollment continues to be permitted under the New Jersey State law prior to adopting this provision. The citation to the law in New Jersey that permits this is currently under New Jersey Statutes, Title 34, Chapter 11, Section 34:11-4.4)

17. Amount of Automatic Elective Deferral: If Item 16(b) above is elected, the following percentage or amount shall be automatically deducted from the Employee's compensation and contributed to the Plan as an Elective Deferral:

- ☐ (a) N/A, Automatic Enrollment does not apply.
☐ (b) _____%
☐ (c) _____%, with automatic increases each subsequent Plan Year of _____%
☐ (d) \$ _____
☐ (e) \$ _____, with automatic increases each subsequent Plan Year of \$ _____ or _____% of compensation.

Default Provision – 17(a) - (unless Item 16(b) is selected, then 17(b) shall apply at the rate of 3%)

18. Age 50 Catch-up Contributions: (Choose one.)

- ☒ (a) shall apply to contributions after **December 31, 2009**. (Enter December 31, 2009 or a later date); or
☐ (b) shall not apply.

Default – 18(a) and 12/31/2009 unless a later date is entered.

19. Matching Contributions and Catch-up Contributions

Matching Contributions ☐ (a) will ☐ (b) **will not be made**, in accordance with the Matching Contribution formula specified by the Employer and communicated to Participants, with regard to Catch-up Contributions.

Default – 19(a)

20. Mandatory Employee Contributions (after tax):
- (a) Mandatory Employee Contributions shall be made as follows:
- ☐ (i) _____% of each eligible Employee's Compensation
- ☐ (ii) Other: _____
- (b) If 20(a) is selected, such contributions are contributions under section 3121(b)(7)(F) IRC, and ☐ are; ☐ are not part of a Social Security Replacement Plan.
21. Employer "Pick-up" contributions under section 414(h) IRC:
- (a) The contributions elected under 15 and/or 20 ☐ shall; ☐ shall not be considered as Employer "Pick-up" contributions.
22. Employer Nonelective Contributions - The Employer shall contribute to the Plan in the following manner:
- ☐ (a) **N/A. No Nonelective Contributions shall be made.**
- ☐ (b) \$ _____ per Participant
- ☐ (c) _____% of each Participant's Compensation
- ☐ (d) Other (specify): _____
23. Employer Matching Contributions - The Employer shall contribute to the Plan in the following manner:
- ☐ (a) **N/A. No Matching Contributions shall be made.**
- ☐ (b) The Employer will match salary deferrals at _____% up to _____% of Compensation.
- ☐ (c) Other (specify): _____
24. Accrued Unpaid Sick/Vacation Pay provisions of the Employer's policy ☐ will ☐ will not apply to this Plan.

Note: If applicable, an addendum should be added by the Employer to reflect the specific provisions used in the Employer's Sick/Vacation Pay Policy.

SECTION 5 - ROLLOVERS AND TRANSFERS

25. Rollovers/Transfers: The Plan will accept the following rollovers or transfers: (Check each that applies.)

Permitted Rollovers/Transfers	Check, if applicable
Direct Rollovers from Qualified Plans under 401(a)	☐
Direct Rollovers from 403(b) Plans	☐
Direct Rollovers from 457(b) Governmental Plans	☐
60 day participant rollovers from Qualified Plans (401(a))	☐
60 day rollovers from 403(b) Plans	☐
60 day rollovers from 457(b) Governmental Plans	☐
Participant rollovers from Traditional IRAs	☐
Transfers from another 457(b) Governmental Plan	☐

26. Effective Date of Direct Rollover and Participant Rollover Contribution Provisions:

Item 24 shall be (or was) effective:

- ☐ January 1, 2002; or
☐ _____ (Enter a date no earlier than January 1, 2002 or the plan effective date.)

SECTION 6 – DISTRIBUTIONS AND TRANSFERS OUT OF THE PLAN

27. The following distributions or transfers are permitted:

Provision	Check if permitted
Unforeseeable Emergency Distributions	☒
Transfers to State DB Plan (Purchase Service Credits)	☒
Transfers to another 457(b) Governmental Plan	☒
Single Sum Payment Distributions	☒
Periodic Distributions	☒
Annuity purchase	☒
\$5,000 in-service distributions permitted*	☒
Mandatory cash-out at \$5,000*	☐
In-Plan Roth Rollover	☒

*Can only elect one of these.

SECTION 7 – CONTACT INFORMATION

Name and Title of Signer:

Donna M. Viero, City Manager

Who in your office should we contact in the event we have questions about the Questionnaire?

Name: Denise Callery

Phone#: 732-502-5196

E-mail: denise.callery@cityofasburypark.com

Who is your Equitable Representative?

Name: Joseph A. Giles Jr. & Douglas W. Teller

Phone#: 732-240-8511

E-mail: douglas.teller@equitable.com



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-357

Third Amendment of the Subsequent Developer Agreement with K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC and K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC to Extend the Outside Approvals Date in Connection with the Development of Property Located at Block 4003, Lots 1, 2, and 16 and Block 4003, Lots 12, 13, and 14



RESOLUTION NO. 2023-357

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO A THIRD AMENDMENT OF THE SUBSEQUENT DEVELOPER AGREEMENT WITH K. HOVNANIAN'S BALTIC AT ASBURY PARK URBAN RENEWAL, LLC AND K. HOVNANIAN'S AEGEAN AT ASBURY PARK URBAN RENEWAL, LLC TO EXTEND THE OUTSIDE APPROVALS DATE IN CONNECTION WITH THE DEVELOPMENT OF PROPERTY LOCATED AT BLOCK 4003, LOTS 1, 2, AND 16 AND BLOCK 4003, LOTS 12, 13, AND 14

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, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, as amended by the First Amendment dated June 13, 2018, and the Second Amendment dated October 3, 2019 (collectively, “**Redeveloper Agreement**”), which provide, 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, a copy of the Redeveloper Agreement is on file with the City Clerk; and

WHEREAS, thereafter, the City, Master Developer and K Hovnanian's Baltic at Asbury Park Urban Renewal, LLC and K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC (the "**Entities**") entered into that certain Subsequent Development Agreement ("**SDA**") on May 28, 2021, whereby the Entities were designated as the Subsequent Developer to undertake the Project (as defined in the SDA) on the Project Sites located on property identified as Block 4003, Lots 1, 2, and 16 (the "**Baltic Property**") and Block 4003, Lots 12, 13, and 14 (the "**Aegean Property**") in the City of Asbury Park; and

WHEREAS, by Resolution of the City Council, the Parties subsequently entered into an Amendment to Subsequent Developer Agreement, dated May 28, 2021, to Designate K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC and K Hovnanian's Aegean at Asbury Park Urban Renewal, LLC as the Entities ("**First Amendment**"); and

WHEREAS, the SDA, as amended, obligated the Entities to obtain all Governmental Approvals, including Building Permits for the Baltic Property, within one (1) year of May 28, 2021 (i.e. "**Outside Approvals Date**"); and

WHEREAS, by Resolution of the City Council, the Parties subsequently entered into a Second Amendment to the Subsequent Developer Agreement to extend the Outside Approvals Date to no later than July 19, 2023 ("**Second Amendment**") in order to allow the Entities sufficient time to reconfigure the Project within the confines of the site; and

WHEREAS, the purpose of such reconfiguration of the Project is to allow for its accommodation of certain on site subterranean detention facilities which will address stormwater, as required by the New Jersey Department of Environmental Protection; and

WHEREAS, in light of the requirement for the Entities to reconfigure the Project and revise the plans accordingly, the Building Permit has yet to be issued; and

WHEREAS, the Entities have advised the City that they have obtained all other Governmental Approvals as prerequisites to the issuance of the Building Permits for the Baltic Property and anticipate that the Building Permit will be issued by July 19, 2023; and

WHEREAS, additionally, the City Council has adopted Resolutions issuing the Redevelopment Area Bonds ("**RAB Resolutions**") in accordance with the Redevelopment Area Bond Financing Law, *N.J.S.A. 40A:12A-64 et seq.*; and

WHEREAS, however, it has been determined that new or amended RAB Resolutions ("**Amended RAB Resolution**") are required to be adopted; and

WHEREAS, the City has been advised that the units within the Project are expected to sell for a higher purchase price than originally anticipated and therefore, if adopted, the

Amended RAB Resolutions would provide for an amended bond amount which would yield increased bond proceeds; and

WHEREAS, pursuant to the SDA, the issuance of one or more series of bonds for the Project is a condition subsequent to the Outside Approvals Date; and

WHEREAS, based upon all of the above, it is in the best interest of the City to agree to a limited extension of the Outside Approvals Date until no later than September 22, 2023, in order to allow for such additional time as may be needed for the issuance of the (i) Building Permit for the Baltic Property and (ii) adoption of the Amended RAB Resolutions (including the estoppel period related thereto); and

WHEREAS, the extension of the Outside Approvals Date is not intended to be deemed to extend the overall construction interest period.

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

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

Section 2. **Approval of the Third Amendment.** The Third Amendment of the Subsequent Developer Agreement in substantially the form attached hereto as Exhibit A is hereby approved.

Section 3. **Execution of the Third Amendment.** 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 the receipt from the Master Developer and the Entities of executed counterparts, and upon satisfaction of all the legal conditions precedent to the execution and delivery by the City of the Third Amendment, if any, as same is determined by the Authorized Officers in consultation with counsel to the City, to execute the Third Amendment 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 and redevelopment counsel to the City, deems in the Mayor's sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor's consent to any such changes thereto.

Section 4. **Attestation and Sealing of the Third Amendment.** The Clerk of the City is hereby authorized and directed, upon the execution of the Third Amendment in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon affix the corporate seal of the City upon such document.

Section 5. Implementation of the Third Amendment. Upon the execution and attestation and placing of the seal on the Third Amendment 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 Third Amendment.

Section 6. Payment of Outstanding Costs. This Resolution shall be effective immediately upon execution, subject to the condition of the Entities' full payment of any outstanding costs related to the review of the Project and the negotiation and preparation of the Third Amendment, together with the payment of any outstanding taxes, payments or other monies which may be due and owing to the City of Asbury Park, as may be applicable.

Exhibit A
Form of Third Amendment of the Subsequent Developer Agreement

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. 2023-357 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

THIRD AMENDMENT TO SUBSEQUENT DEVELOPER AGREEMENT

THIS THIRD AMENDMENT TO SUBSEQUENT DEVELOPER AGREEMENT (“Third Amendment”) made this _____ day of _____ 2023 by and between

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

ASBURY PARTNERS, LLC in its capacity as Master Developer, pursuant to the hereinafter defined Redeveloper Agreement (the “**Master Developer**”), with principal offices at 1089 Ocean Avenue, 3rd Floor, Asbury Park, NJ 07712, along with its permitted successors and/or assigns;

AND

K. HOVNANIAN’S BALTIC AT ASBURY PARK URBAN RENEWAL, A LIMITED LIABILITY COMPANY OF THE STATE OF NEW JERSEY and **K. HOVNANIAN’S AEGEAN AT ASBURY PARK URBAN RENEWAL, A LIMITED LIABILITY COMPANY OF THE STATE OF NEW JERSEY**, both with offices with principal offices located at 110 Fieldcrest Avenue (Fifth Floor), Edison, New Jersey 08837, the urban renewal entity affiliates formed pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., collectively, the “**Entities**”) (each, a “**Party**” and collectively, the “**Parties**”).

WITNESSETH

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

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

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

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

WHEREAS, 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

{358651.DOCX.5}

WHEREAS, the City and the Master Developer entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, as amended by the First Amendment dated June 13, 2018, and the Second Amendment dated October 3, 2019 (collectively, “**Redeveloper Agreement**”), which provide, 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, the City, the Master Developer and K. Hovnanian Holdings NJ, LLC (“**K. Hovnanian**”) entered into the Subsequent Development Agreement (“**SDA**”) on May 28, 2021, whereby K. Hovnanian was designated as the Subsequent Developer to undertake the Project (as defined in the SDA) on the Project Site located on property identified as Block 4003, Lots 1, 2, and 16 (the “**Baltic Property**”) and Block 4003, Lots 12, 13, and 14 (the “**Aegean Property**”) in the City of Asbury Park (collectively, the “**Project**”); and

WHEREAS, the Parties subsequently entered into an Amendment to Subsequent Developer Agreement, dated May 28, 2021, to Designate K. Hovnanian’s Baltic at Asbury Park Urban Renewal, LLC and K Hovnanian’s Aegean at Asbury Park Urban Renewal, LLC as the Entities (“**First Amendment**”); and

WHEREAS, the SDA, as amended, obligated the Entities to obtain all Governmental Approvals, including Building Permits for the Baltic Property, within one (1) year of May 28, 2021 (i.e. “**Outside Approvals Date**”); and

WHEREAS, the Parties subsequently entered into a Second Amendment to the Subsequent Developer Agreement to extend the Outside Approvals Date to no later than July 19, 2023 (“**Second Amendment**”) in order to allow the Entities sufficient time to reconfigure the Project within the confines of the site; and

WHEREAS, the purpose of such reconfiguration of the Project is to allow for its accommodation of certain on site subterranean detention facilities which will address stormwater, as required by the New Jersey Department of Environmental Protection; and

WHEREAS, in light of the requirement for the Entities to reconfigure the Project and revise the plans accordingly, the Building Permit for the Baltic Property has yet to be issued; and

WHEREAS, the Entities have advised the City that they have obtained all other Governmental Approvals as prerequisites to the issuance of the Building Permits for the Baltic Property and anticipate that the Building Permit will be issued by July 19, 2023; and

WHEREAS, additionally, the City Council has adopted Resolutions issuing the Redevelopment Area Bonds (“**RAB Resolutions**”) in accordance with the Redevelopment Area Bond Financing Law, *N.J.S.A. 40A:12A-64 et seq.*; and

WHEREAS, however, it has been determined that new or amended RAB Resolutions (“**Amended RAB Resolution**”) are required to be adopted; and

WHEREAS, the City has been advised that the units within the Project are expected to sell for a higher purchase price than originally anticipated and therefore, if adopted, the Amended RAB Resolutions would provide for an amended bond amount which would yield increased bond proceeds; and

WHEREAS, pursuant to the SDA, the issuance of one or more series of bonds for the Project is a condition subsequent to the Outside Approvals Date; and

WHEREAS, based upon all of the above, the Parties agree to a limited extension of the Outside Approvals Date until no later than September 22, 2023, in order to allow for such additional time as may be needed for the issuance of the (i) Building Permit for the Baltic Property and (ii) adoption of the Amended RAB Resolutions (including the estoppel period related thereto); and

WHEREAS, the extension of the Outside Approvals Date is not intended to and shall not be deemed to extend the overall construction interest period.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby amend the Subsequent Developer Agreement, as follows:

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

SECTION II. Outside Approvals Date. The Outside Approvals Date shall be extended until **no later than, September 22, 2023.**

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

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

B. **Signatures/Execution.** This agreement may be executed in counterparts.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Subsequent Developer Agreement as of the date first written above.

Attest:

THE CITY OF ASBURY PARK

By: _____
 Lisa Esposito
 City Clerk
 Date:

By: _____
 John Moor
 Mayor
 Date:

**K. HOVNANIAN'S BALTIC AT
 ASBURY PARKING URBAN
 RENEWAL, LLC**

Witness:

 Name:
 Title:
 Date:

By: _____
 Name:
 Title: President
 Date:

**K. HOVNANIAN'S AEGEAN AT
 ASBURY PARKING URBAN
 RENEWAL, LLC**

Witness:

 Name:
 Title:
 Date:

By: _____
 Name:
 Title: President
 Date:

ASBURY PARTNERS, LLC

Witness:

 Name:
 Title:
 Date:

By: _____
 Brian A. Cheripka
 Authorized Representative
 Date:

{358651.DOCX.5}

Attachment: Third Amendment of the Subsequent Developer Agreement (358651-5x9DC53) (2023-357 : Resolution of the Mayor and City



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-358

Recognition Agreement with AP Block 4001 Lender LLC as the Mezzanine Lender for AP Block 4001 Venture Urban Renewal, LLC



RESOLUTION NO. 2023-358

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO A RECOGNITION AGREEMENT WITH AP BLOCK 4001 LENDER LLC AS THE MEZZANINE LENDER FOR AP BLOCK 4001 VENTURE URBAN RENEWAL, LLC IN CONNECTION WITH THE DEVELOPMENT OF PROPERTY LOCATED AT BLOCK 4001, LOTS 2.01, 2.02, AND 2.03

WHEREAS, by Resolution of the City Council of the City of Asbury Park (“**City Council**”), the City of Asbury Park (“**City**”) and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, as amended (collectively, “**Redeveloper Agreement**”), which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Waterfront Redevelopment Plan (“**Redevelopment Plan**”), which redevelopment it may choose to undertake itself, or through agreements with selected subsequent developers; and

WHEREAS, thereafter, by Resolution of the City Council, the City, Master Developer, and AP Block 4001 Venture Urban Renewal Entity LLC (the “**Entity**”), an Affiliate of Master Developer, entered into that certain Subsequent Development Agreement (“**SDA**”) dated March 19, 2021, which has been amended, whereby the Entity was designated as the Subsequent Developer to undertake a redevelopment Project as described in the SDA on the property identified as Block 4001, Lots 2-15 in the City of Asbury Park, and now known as Block 4001, Lots 2.01, 2.02, and 2.03 (“**Project Site**”); and

WHEREAS, by Ordinance of the City Council, the City entered into a Financial Agreement with the Entity dated July 26, 2022 (“**Financial Agreement**”) in connection with the Project; and

WHEREAS, copies of the Redeveloper Agreement and the SDA, as well as any amendments of same, and the Financial Agreement are on file with the City Clerk; and

WHEREAS, pursuant to the SDA, the Entity is required to use commercially reasonable efforts to diligently undertake the financing of the Project and to that end, the City is advised that certain mezzanine financing is being obtained from AP Block 4001 Lender LLC (the “**Lender**”); and

WHEREAS, the Lender has requested that the City enter into a Recognition Agreement confirming, *inter alia*, (i) that to the best of the City's knowledge, there exists no default, breach or violation by either party under the Financial Agreement; (ii) that the City consents to the mezzanine loan and to the perfection any related liens created thereunder upon the Entity's interest in and to the Project Site; and (iii) the Lender's rights in the event of foreclosure; and

WHEREAS, in furtherance of the Redeveloper Agreement, the SDA, and the Financial Agreement, and in connection with the redevelopment of the City's Waterfront Redevelopment Area, the City and the Lender (to the Entity) wish to enter into a Recognition Agreement in substantially the form attached hereto.

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

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

Section 2. **Approval of the Recognition Agreement.** The Recognition Agreement in substantially the form attached hereto as **Exhibit A** is hereby approved.

Section 3. **Execution of the Recognition 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, upon the receipt from the Entity of executed counterparts, and upon satisfaction of all the legal conditions precedent to the execution and delivery by the City of the Recognition Agreement, if any, as same is determined by the Authorized Officers in consultation with counsel to the City, to execute the Recognition 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 and redevelopment counsel to the City, deems in the Mayor's sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor's consent to any such changes thereto.

Section 4. **Attestation and Sealing of the Recognition Agreement.** The Clerk of the City is hereby authorized and directed, upon the execution of the Recognition Agreement in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor or such Authorized Officer upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document.

Section 5. **Implementation of the Recognition Agreement.** Upon the execution and attestation and placing of the seal on the Recognition 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 Recognition Agreement.

Section 6. **Payment of Outstanding Costs.** This Resolution shall be effective immediately upon execution, subject to the condition of the Entity's full payment of any outstanding costs related to the review of the Project and/or the Recognition Agreement, together with the payment of any outstanding taxes, payments or other monies which may be due and owing to the City of Asbury Park, as may be applicable.

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. 2023-358 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

RECOGNITION AGREEMENT
(Financial Agreement)

This **RECOGNITION AGREEMENT** (“**Agreement**”) dated as of _____, 2023, is made by **THE CITY OF ASBURY PARK**, a municipal corporation in the State of New Jersey, having its offices at One Municipal Plaza, Asbury Park, New Jersey 07712 (“**Municipality**”), for the benefit of **AP BLOCK 4001 LENDER LLC**, a Delaware limited liability company, with its office located at c/o Star Holdings, 1114 Avenue of the Americas, 39th Floor, New York, New York 10036 (together with its successors and assigns, “**Lender**”).

W I T N E S S E T H

WHEREAS, the Lender has agreed to make a mezzanine loan (the “**Loan**”) to **AP BLOCK 4001 PARTNERS LLC**, a Delaware limited liability company (“**Mezzanine Borrower**”), which will own one hundred percent (100%) of the membership interests (the “**Membership Interests**”) in and to **AP BLOCK 4001 VENTURE URBAN RENEWAL LLC**, a New Jersey limited liability company, having its principal place of business at c/o Star Holdings, 1114 Avenue of the Americas, 39th Floor, New York, New York 10036 (the “**Mortgage Borrower**”), in the original principal amount of \$10,600,000.00 (the “**Loan Amount**”) for Mortgage Borrower’s construction of a 206 residential rental apartment units located within a mixed use structure that varies in height from 3 to 6 stories, structural parking, approximately 20 residential rental townhome units located within 4 separate 4-story buildings that will contain 5 townhome units each, approximately 42 additional parking spaces allocated to the townhome units and approximately 4,600 square feet of ground floor retail space (the “**Project**”) all to be located at 1150 Kingsley Street, Lots 2 through 15 in Block 4001 (now known as Lots 2.01, 2.02 and 2.03 in Block 4001), City of Asbury Park, Monmouth County, New Jersey, more particularly described on Exhibit A attached hereto and made a part hereof (the “**Property**”), which Property is owned by Mortgage Borrower;

WHEREAS, the Project is the subject of a Subsequent Developer Agreement dated March 19, 2021, which has been amended from time to time (the “**Subsequent Developer Agreement**”), which was executed by and between Municipality and Mortgage Borrower, wherein Municipality designated Mortgage Borrower as the exclusive redeveloper of the Property pursuant to the Local Redevelopment and Housing Law, N.J.S.A. asA:40A-1, et seq.;

WHEREAS, the Lender represents that the Loan is evidenced by that certain Mezzanine Loan Note dated the date hereof made by Mezzanine Borrower in favor of Lender in the maximum principal amount of \$10,600,000.00 (as modified, extended, amended, restated or assigned, the “**Note**”), the Note being secured by, among other things, a certain Pledge and Security Agreement (as modified, extended, amended, restated or assigned, the “**Pledge Agreement**”), and will be disbursed to Mezzanine Borrower pursuant to a certain Mezzanine Loan Agreement dated the date hereof between Mezzanine Borrower and Lender (as modified, extended, amended, restated or assigned, the “**Loan Agreement**”; and together with the Note, the Pledge Agreement and the other documents

executed in connection therewith to evidence or secure the Loan, collectively, the “**Loan Documents**”);

WHEREAS, by Ordinance of the City Council of the City of Asbury Park adopted on September 22, 2021, Mortgage Borrower and Municipality have entered into that certain Financial Agreement dated July 26, 2022 (together with all amendments thereto and modifications, renewals, extensions and replacements thereof, the “**Financial Agreement**”); and

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00), and as an inducement for the Lender’s making of the Loan to Mezzanine Borrower, and in consideration of the benefits to be received and expected to be received by Municipality and by Mezzanine Borrower (through Mortgage Borrower) in connection therewith, the parties hereto covenant, agree, represent and warrant as follows:

1. **Municipality’s Representations, Warranties and Covenants Regarding the Financial Agreement.** Municipality hereby represents, warrants and covenants to Lender that, as of the date hereof:

(a) Attached hereto as Exhibit B is a true, correct and complete copy of the Financial Agreement, including all exhibits and other attachments thereto and all amendments thereto and modifications thereof, and the Financial Agreement is in full force and effect and has not been cancelled, modified, supplemented, amended, extended, renewed or terminated;

(b) As of the date hereof, the Special Assessment Agreement (as defined in the Financial Agreement) has not been executed;

(c) To the best of Municipality’s knowledge, there exists no default, breach or violation by either party under the Financial Agreement or any event or condition which, with the giving of notice or passage of time or both, would constitute a default, breach or violation by either party under the Financial Agreement;

(d) Municipality hereby consents to the Pledge Agreement and to the perfection of the lien created thereunder upon the Membership Interests;

(e) Municipality acknowledges that Lender is the mezzanine lender providing a portion of the financing in connection with the construction of improvements on the Property, and that notices as provided for in the Financial Agreement which are to be sent to the Mortgage Borrower shall also be sent to Lender as follows:

As to Lender:

AP Block 4001 Lender LLC
c/o Star Holdings
1114 Avenue of the Americas, 39th Floor
New York, New York 10036
Attention: Brian Cheripka and David Furgal

with a copy to:

Cozen O'Connor, P.C.
3 WTC, 175 Greenwich Street, 5th Floor
New York, New York 10007
Attention: Jonathan W. Knipe, Esq.

2. **Right to Foreclose.** (a) Upon the occurrence of a default beyond any applicable notice and cure period by Mezzanine Borrower under the Loan Agreement and/or the Pledge Agreement (a “**Borrower Default**”) Lender shall have the right, either directly or through a subsidiary formed for such purpose, (i) to foreclose upon, or accept an assignment of, Mezzanine Borrower’s right, title and interest in and to the Membership Interests created thereby and thereunder, and any other real or personal property securing the Pledge Agreement, and (ii) either in connection therewith or thereafter, and subject to Section 9.1 of the Financial Agreement except as expressly otherwise stated herein with regard to the transfer fee, to sell, transfer and assign the Membership Interests and any other real or personal property securing the Pledge Agreement to any person or entity (a “**Membership Purchaser**”). For purposes of clarity, the Municipality agrees that the transfer fee provided for in Section 9.1 of the Financial Agreement shall not apply to any foreclosure, subsequent sale or assignment by Lender contemplated in the preceding sentence.

(b) In the event that an urban renewal entity, duly formed and qualified pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (a “**URE**”), of Lender (or a Membership Purchaser, as a permitted assignee of Lender) shall ever become the direct or indirect owner of the rights and interests of Mezzanine Borrower, Mortgage Borrower or the Property by reason of foreclosure, such URE shall have the right, but not the obligation, to be deemed to be Mortgage Borrower’s successor and assignee under the Financial Agreement (notwithstanding anything in the Financial Agreement prohibiting or restricting the assignment or transfer by Borrower), and upon any such election the Municipality shall be bound to such URE under all of the terms, covenants and conditions of said Financial Agreement, all without the need to execute any further instruments on the part of the Municipality, Mortgage Borrower, Lender (a Membership Purchaser, as assignee of Lender) or URE of Lender to make such succession and assignment effective and binding upon the Municipality. Notwithstanding the foregoing, neither Lender (or a Membership Purchaser, as assignee of Lender) or such URE, nor any of their respective successors or assigns, shall be liable for any action or omission of Mezzanine Borrower or Mortgage Borrower.

(c) The Municipality will consent to a Membership Purchaser as the new (direct or indirect) owner as provided in and subject to the conditions and requirements of Section 9.1 of the Financial Agreement regarding Assignment. It is understood that such Membership Purchaser, in order to get the benefits under the Financial Agreement, must qualify for such benefits as provided under the New Jersey Long Term Tax Exemption Law, including any successor statutes, as same may be modified.

(d) Municipality confirms that if Lender, or a Membership Purchaser, becomes the direct or indirect owner of the Property as aforesaid, then Lender, or such Membership Purchaser, as applicable, shall succeed to all of Mezzanine Borrower and (indirectly) Mortgage Borrower's rights and benefits under the Financial Agreement provided that Lender, such Purchaser, the Senior Participant or such Loan Purchaser, as applicable, expressly assumes the obligations of Mortgage Borrower under the Financial Agreement in writing.

3. **Forbearance.** If Lender or a Membership Purchaser, as applicable, decides to foreclose upon Mezzanine Borrower's right, title and interest in and to the Membership Interests following a Borrower Default, Municipality agrees to forbear from exercising any right to terminate under the Financial Agreement in order to permit Lender or such Membership Purchaser, as applicable, to complete the foreclosure provided that such person or entity diligently pursues such foreclosure and provided that Lender or such Membership Purchaser, as applicable, cures any defaults under the Financial Agreement that are reasonably susceptible to cure by such person or entity; it being understood, however, that such Lender or Membership Purchaser shall (a) provide the Municipality with updates as to the status of such foreclosure from time to time (including reasonably prompt responses to requests from the Municipality for such updates) and (b) during the course of such foreclosure, commence the cure of any such defaults under the Financial Agreement to the extent reasonably practicable.

4. **Miscellaneous.**

(a) **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to its internal principles of conflicts of law. Municipality hereby irrevocably submits to the non-exclusive jurisdiction of any state or federal court in New Jersey over any action, suit or proceeding arising out of or relating to this Agreement.

(b) **Successors and Assigns.** This Agreement, and the information contained herein, shall be binding on, and enforceable by and against, Municipality and Municipality's successors and assigns, and this Agreement, and the information contained herein, shall inure to the benefit of, and be enforceable by Lender and its successors and assigns.

(c) **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY LAW, MUNICIPALITY AND LENDER EACH HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, OR RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.

SIGNATURE PAGE TO RECOGNITION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Lender:

AP BLOCK 4001 LENDER LLC,
a Delaware limited liability company

By: _____
Name:
Title:

[signature pages continue on following pages]

SIGNATURE PAGE TO RECOGNITION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Municipality:

CITY OF ASBURY PARK, a Municipal Corporation

By: _____

Name:

Title:

[signature pages continue on
following page]

SIGNATURE PAGE TO RECOGNITION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

The undersigned, to induce the City of Asbury Park to enter into the foregoing Recognition Agreement, (a) agrees, consents to and approves all of the terms, conditions and provisions of the Recognition Agreement, and (b) agrees that Mezzanine Borrower shall indemnify Lender and/or the Municipality and their officers, agents and employees against and hold harmless against, any and all liability and court costs and/or counsel fees which may be incurred by reason of any action taken, or omission, by any of the aforesaid persons pursuant to the Agreement.

ACKNOWLEDGED AND AGREED TO

THIS ____ DAY OF _____, 2023.

AP BLOCK 4001 PARTNERS LLC,
a Delaware limited liability company

By: _____

Name:

Title:

[final signature page]

EXHIBIT A (to the Recognition Agreement)

DESCRIPTION OF PROPERTY

Attachment: Final Recognition Agreement (re Financial Agreement) for Mezzanine Lender (358636x9DC53) (2023-358 : Resolution of the Mayor

EXHIBIT B (to the Recognition Agreement)

Financial Agreement

Attachment: Final Recognition Agreement (re Financial Agreement) for Mezzanine Lender (358636x9DC53) (2023-358 : Resolution of the Mayor

EXHIBIT A (to the Recognition Agreement)

DESCRIPTION OF PROPERTY

{356852.DOCX.2}
9660442 v5
9660442 v5

Attachment: Exhibit - Recognition Agreement - Asbury Park Financial Agreement (Mortgage Loan) (357016x9DC53) (2023-358 : Resolution of

PROJECT NO. 080639
AUGUST 26, 2019
REVISED ON MARCH 12, 2021

DESCRIPTION OF PROPERTY
BLOCK 4001 LOT 2.01
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

All that certain lot, tract or parcel of land situate, lying and being in the city of Asbury Park, in the County of Monmouth, and the State of New Jersey and being all of Proposed Lot 2.01 Block 4001, said lot as shown on a certain map entitled "Property Line and Easement Exhibit, Block 4001, Lots 2.01, 2.02 & 2.03, City of Asbury Park, Monmouth County, New Jersey," prepared by Bowman Consulting. Freehold, dated August 15, 2019, and revised on March 12, 2021 and being further described as follows, to wit;

BEGINNING at the point of intersection formed by the existing northwesterly line of Kingsley Street (75' R.O.W.), said line being distant 37.50' from and parallel with the centerline thereof, with the existing northeasterly line of Third Avenue, (Variable Width R.O.W.), and from said point running, thence;

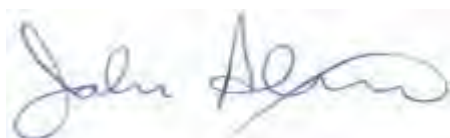
- 1) North seventy-seven degrees fifty-one minutes thirty-nine seconds (N 77° 51' 39" W), two hundred ninety-eight and forty-one hundredths feet (298.41'), along the aforesaid existing northeasterly line of Third Avenue to a point in the same, thence;
- 2) North fifteen degrees nine minutes seven seconds East (N 15° 09' 07" E), Ninety-seven and fifty-five hundredths feet (97.55'), along the newly created southeasterly line of Lot 2.02 Block 4001, to an angle point in the same, thence;
- 3) North seventy-four degrees fifty minutes fifty-three seconds West (N 74° 50' 53" W), thirteen and zero hundredths feet (13.00'), along a northeasterly line of Lot 2.02 Block 4001, to an angle point in the same, thence;
- 4) North fifteen degrees nine minutes seven seconds East (N 15° 09' 07" E), Eighty-one and zero hundredths feet (81.00'), along a southeasterly line of Lots 2.02 and 2.03 Block 4001, to an angle point in the same, thence;
- 5) South seventy-four degrees fifty minutes fifty-three seconds East (S 74° 50' 53" E), thirteen and zero hundredths feet (13.00'), along a southeasterly line of Lot 2.03 Block 4001, to an angle point in the same, thence;

DESCRIPTION OF PROPERTY
BLOCK 4001 LOT 2.01
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

- 6) North fifteen degrees nine minutes seven seconds East (N 15° 09' 07" E), ninety-seven and fifty-six hundredths feet (97.56'), along a southwesterly line of Lot 2.03 Block 4001, to point in the existing southwesterly line of Fourth Avenue (Variable Width R.O.W.), thence;
- 7) South seventy-one degrees fifty minutes seven seconds East (S 71° 50' 07" E), two hundred ninety-eight and forty-one hundredths feet (298.41'), along the existing southwesterly line of Fourth Avenue (Variable Width R.O.W.), to a point in the aforesaid existing northwesterly line of Kingsley Ave (75' R.O.W), thence;
- 8) South fifteen degrees nine minutes seven seconds West (S15° 09' 07" W), two hundred forty-four and seventy-four hundredths feet (244.74'), along the aforesaid northwesterly line of Kingsley Street, to a point in the same, the Point and Place of **BEGINNING**.

CONTAINING: 78,659 square feet of land or 1.81 acres of land more or less.

The foregoing description was prepared by the undersigned Land Surveyor for the firm of Bowman Consulting and is based upon a certain plan entitled, "Property Line and Easement Exhibit, Block 4001, Lots 2.01, 2.02 & 2.03, City of Asbury Park, Monmouth County, New Jersey," prepared by Bowman Consulting, Freehold, dated August 15, 2019, and revised on March 12, 2021.



JOHN ALEXANDER, P.L.S.

New Jersey Professional Land Surveyor, License No. GS037180

PROJECT NO. 080639
AUGUST 26, 2019
REVISED ON JUNE 24, 2021

DESCRIPTION OF PROPERTY
BLOCK 4001, LOT 2.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

All that certain lot, tract or parcel of land situate, lying and being in the city of Asbury Park, in the County of Monmouth, and the State of New Jersey and being all of Proposed Lot 2.02 Block 4001, said lot as shown on a certain map entitled "Property Line and Easement Exhibit, Block 4001, Lots 2.01, 2.02 & 2.03, City of Asbury Park, Monmouth County, New Jersey," prepared by Bowman Consulting. Freehold, dated August 15, 2019, and revised on March 12, 2021, and being further described as follows, to wit;

BEGINNING at a point in the existing northeasterly line of Third Avenue (Variable Width R.O.W.), said point being the following bearing and distance from the point of intersection formed by the existing northwesterly line of Kingsley Street (75' R.O.W.), said line being distant 37.50' from and parallel with the centerline thereof, with the existing northeasterly line of Third Avenue, (Variable Width R.O.W.),

A) North seventy-seven degrees fifty-one minutes thirty-nine seconds West (N 77° 51' 39" W), Two hundred ninety-eight and forty-one hundredths feet (298.41'), along the aforesaid existing northeasterly line of Third Avenue to a point in the same

And from said point running, thence;

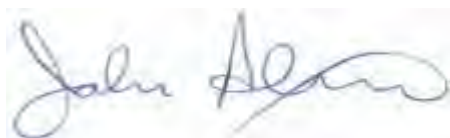
- 1) North seventy-seven degrees fifty-one minutes thirty-nine seconds West (N 77° 51' 39" W), one hundred twenty-seven and eighteen hundredths feet (127.18'), along the aforesaid existing northeasterly line of Third Avenue to a point in the same, thence;
- 2) North fifteen degrees nine minutes seven seconds east (N 15° 09' 07" E), one hundred forty-four and seventy-three hundredths feet (144.73'), along the existing southeasterly line of Lot 16 Block 4001, thence;
- 3) South seventy-four fifty-one minutes four seconds East (S 74° 51' 04" E), one hundred fourteen feet and zero hundredths feet (114.00'), along the newly created northeasterly line of Lot 2.02 Block 4001, to a point in the same, thence;
- 4) South fifteen degrees nine minutes seven seconds West (S 15° 09' 07" W), forty and fifty hundredths feet (40.50'), along the newly created northwesterly line of Lot 2.02 Block 4001, to a point in the same, thence;

DESCRIPTION OF PROPERTY
BLOCK 4001, LOT 2.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

- 5) South seventy-four degrees fifty minutes fifty-three seconds East (S 74° 50' 53" E), thirteen and zero hundredths feet (13.00'), along the newly created northwesterly line of Lot 2.02 Block 4001, to a point in the same, thence;
- 6) South fifteen degrees nine minutes seven seconds West (S 15° 09' 07" W), ninety-seven and fifty-five hundredths feet (97.55'), along a northeasterly line of Lot 2.01 Block 4001, to a point in the aforesaid northeasterly line of Third Avenue, (Variable Width R.O.W.), the Point and Place of **BEGINNING**.

CONTAINING: 17,430 square feet of land or 0.40 acres of land more or less.

The foregoing description was prepared by the undersigned Land Surveyor for the firm of Bowman Consulting and is based upon a certain plan entitled, "Property Line and Easement Exhibit, Block 4001, Lots 2.01, 2.02 & 2.03, City of Asbury Park, Monmouth County, New Jersey," prepared by Bowman Consulting, Freehold, dated August 15, 2019, and revised on March 12, 2021.



JOHN ALEXANDER, P.L.S.

New Jersey Professional Land Surveyor, License No. GS037180

PROJECT NO. 080639
AUGUST 26, 2019
REVISED ON MARCH 11, 2021

DESCRIPTION OF PROPERTY
BLOCK 4001, LOT 2.03
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

All that certain lot, tract or parcel of land situate, lying and being in the city of Asbury Park, in the County of Monmouth, and the State of New Jersey and being all of Proposed Lot 2.03 Block 4001, said lot as shown on a certain map entitled "Property Line and Easement Exhibit, Block 4001, Lots 2.01, 2.02 & 2.03, City of Asbury Park, Monmouth County, New Jersey," prepared by Bowman Consulting. Freehold, dated August 15, 2019, and revised on March 12, 2021, and being further described as follows, to wit;

BEGINNING at a point in the existing southeasterly line of Fourth Avenue (Variable Width R.O.W.), said point being the following bearing and distance from the point of intersection formed by the existing northwesterly line of Kingsley Street (75' R.O.W.), said line being distant 37.50' from and parallel with the centerline thereof, with the existing northeasterly line of Third Avenue, (Variable Width R.O.W.),

A) North seventy-one degrees fifty minutes seven seconds West (N 71° 50' 07" W), Two hundred ninety-eight and forty-one hundredths feet (298.41'), along the aforesaid existing southeasterly line of Fourth Avenue to a point in the same

And from said point running, thence;

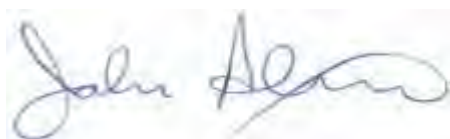
- 1) South fifteen degrees nine minutes seven seconds West (S 15° 09' 07" W), ninety-seven and fifty-six hundredths feet (97.56'), along the newly created northwesterly line of Lot 2.03 Block 4001, to a point in the same, thence;
- 2) North seventy-four degrees fifty minutes fifty-three seconds West (N 74° 50' 53" W), thirteen and zero hundredths feet (13.00'), along newly created southwesterly line of Lot 2.03 Block 4001, to a point in the same, thence;
- 3) South fifteen degrees nine minutes seven seconds West (S 15° 09' 07" W), forty and fifty hundredths feet (40.50'), along the newly created northwesterly line of Lot 2.03 Block 4001, to a point in the same, thence;

DESCRIPTION OF PROPERTY
BLOCK 4001, LOT 2.03
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

- 4) North seventy-four fifty-one minutes four seconds East (N 74° 51' 04" W), one hundred fourteen feet and zero hundredths feet (114.00'), along the newly created northwesterly line of Lot 203 block 4001, to a point in the same, thence;
- 5) North fifteen degrees nine minutes seven seconds east (N 15° 09' 07" E), one hundred forty-four and seventy-five hundredths feet (144.75'), along the existing southeasterly line of Lot 1 Block 4001, to a point in the existing southwesterly line of Fourth Avenue (Variable Width R.O.W.), thence;
- 6) South seventy-one degrees fifty minutes seven seconds East (S 71° 50' 07" E), one hundred twenty-seven and eighteen hundredths feet (127.18'), along the aforesaid existing southeasterly line of Fourth Avenue to the Point and Place of **BEGINNING**.

CONTAINING: 17,431 square feet of land or 0.40 acres of land more or less.

The foregoing description was prepared by the undersigned Land Surveyor for the firm of Bowman Consulting and is based upon a certain plan entitled, "Property Line and Easement Exhibit, Block 4001, Lots 2.01, 2.02 & 2.03, City of Asbury Park, Monmouth County, New Jersey," prepared by Bowman Consulting. Freehold, dated August 15, 2019, and revised on March 12, 2021.



JOHN ALEXANDER, P.L.S.

New Jersey Professional Land Surveyor, License No. GS037180

EXHIBIT B (to the Recognition Agreement)
Financial Agreement

{356852.DOCX.2}
9660442 v5
9660442 v5

Attachment: Exhibit - Recognition Agreement - Asbury Park Financial Agreement (Mortgage Loan) (357016x9DC53) (2023-358 : Resolution of

Record and Return To:

Joseph J. Maraziti, Jr., Esq.
Maraziti Falcon, LLP
150 John F. Kennedy Parkway
Short Hills, New Jersey 07078

Re: Block 4001, Lots 2-15

(To Be Known As Block 4001, Lots 2.01, 2.02, and 2.03)

PREAMBLE

THIS FINANCIAL AGREEMENT (hereinafter "Agreement") is made as of the 26th day of July, 2022 by and between **AP BLOCK 4001 VENTURE URBAN RENEWAL LLC**, a New Jersey limited liability company qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "Tax Exemption Law") having its principal office c/o iStar, at 1100 Ocean Avenue, Asbury Park, New Jersey 07712 hereinafter, designated as the "Entity", and **THE CITY OF ASBURY PARK**, a municipal corporation of the State of New Jersey, hereinafter designated as the "City", having its principal office at One Municipal Plaza, Asbury Park, New Jersey 07712. The Entity and the City are sometimes collectively referred to as the "Parties".

RECITALS WITNESSETH

WHEREAS, the Entity wishes to have a tax exemption granted for an urban renewal project located at Block 4001, Lots 2-15 on the Official Tax Maps of the City.

WHEREAS, the Project consists of the redevelopment of vacant land into a mixed use project consisting of the following components (each, a "Project Component"): (i) approximately 206 residential rental apartment units located within a mixed use structure that varies in height from 3 to 6 stories, structural parking, approximately 20 residential rental townhome units located within 4 separate 4-story buildings that will contain 5 townhome units each, and approximately 42 additional parking spaces allocated to the townhome units (the "Residential Component"), and (ii)

3025593.1 104094-101179

approximately 4,600 square feet of ground floor retail space located within the 3 to 6 story mixed use structure (the "Retail Component") and all together with related amenities and improvements as more fully described in the Entity's Application as hereinafter defined and as set forth in Schedule A (hereinafter called the "Project").

WHEREAS, the Entity's Application includes use of proceeds from the sale of bonds ("RAB Bonds"), such RAB Bonds to be issued and utilized in accordance with the provisions of the RAB Law (as defined herein), and such other statutes as may be sources of relevant authority, if any, to facilitate financing of the Project that the Entity proposes to undertake to redevelop the Property.

WHEREAS, the City does hereby grant its approval for the Entity to undertake and develop the Project upon the terms and conditions hereinafter set forth, and

WHEREAS, the Project will be developed in a redevelopment area of the City pursuant to the City's Waterfront Redevelopment Plan, which was adopted pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Tax Exemption Law, being referred to as the "Governing Law". It is expressly understood and agreed that the City expressly relies upon the facts, data and representations contained in the Application attached hereto as Exhibit 1 in granting the tax exemption provided in this Agreement.

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, the following terms, when used in this Agreement, shall mean:

- i. Administrative Fee - The annual administrative fee paid to the City by the Entity that is equal to: (i) two (2%) percent of the Annual Service Charge for the Residential Component; and (ii) two (2%) percent of the Annual Service Charge for the Retail Component.
- ii. Allowable Net Profit - The amount arrived at by multiplying the Allowable Profit Rate by the Total Project Cost applicable to each Project Component, pursuant to N.J.S.A. 40A:20-3(c).
- iii. Allowable Profit Rate – As to each Project Component, the greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the City determines to be the prevailing rate on mortgage financing on comparable improvements in Monmouth County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.
- iv. Annual Service Charge - The amounts the Entity has agreed to pay the City in lieu of conventional taxation on the Project, as set forth in Article IV hereof, which sum is in lieu of any taxes on the Land (with respect to the Residential Component only) and any taxes on the Improvements (for both the Residential Component and the Retail Component) pursuant to the Governing Law. The total Annual Service Charge shall be the sum of the annual service charges paid for the Residential Component and the Retail Component. In years in which the Minimum Annual Service Charge is paid, as set forth in Section 4.1, the definition of Annual Service Charge shall be the Minimum Annual Service Charge in those years. The Annual Service Charge (i.e. PILOT) applicable to the Project Components is equivalent to the Unpledged Portion of the

Special Assessment applicable to the Project Components, under the Special Assessment Agreement executed by the Entity and the City contemporaneously with this Agreement.

v. Annual Gross Revenue – The Governing Law defines gross revenue for each urban renewal entity as “annual gross revenue or gross shelter rent or annual gross rents as appropriate, and other income...” and provides that the financial agreement shall establish the method of computing gross revenue for the entity. For purposes of this Agreement, Annual Gross Revenue: (i) shall include, but not be limited to, annual gross residential rental unit charges and other ordinary income received by the Entity and derived from or generated by the Improvements, and (ii) except to the extent that a court of competent jurisdiction shall, by a final, unappealable order determine otherwise, shall exclude condemnation or casualty awards, insurance proceeds, gains from sales, transfers, or assumption of the Land or the Improvements or any part thereof, proceeds of any financing or refinancing, or proceeds from any disposition of a partner or partner’s equity interest in the Entity. Annual Gross Revenue and Net Profit shall also exclude proceeds derived from the sale of any Project Component. Annual Gross Revenue shall also expressly exclude expenses derived from or generated by any lease with the tenants in connection with the Retail Component. It is agreed to by the Parties that such expenses, including but not limited to those as may be identified as CAM reimbursement, tax reimbursement, or utility reimbursement, are neither revenue for the Entity nor revenue derived from the Retail Component, notwithstanding the fact that such expenses may or may not be referenced as “Additional Rent,” “CAM Reimbursement,” “Tax Reimbursement,” or “Utility Reimbursement,” in any lease with tenants for the Retail Component.

vi. Applicant – The Entity which has been formed pursuant to the provisions of the Tax Exemption Law and has made the Application for a tax exemption under the Governing Law.

vii. Application - The document attached as Exhibit 1, which contains the general statement of the nature of the proposed Project, the description of the proposed Project with a

statement of the estimated cost of said Project, tentative financial plan and such other information as is required by N.J.S.A. 40A:20-8.

viii. Auditor's Report – An annual audited financial statement with respect to the Project, which shall be prepared in a manner consistent with generally accepted accounting principles and shall detail all items required by the Governing Law. The report shall be prepared and its contents certified by a certified public accountant who is licensed to practice that profession in and by the State of New Jersey.

ix. Certificate of Occupancy – A temporary or permanent certificate of occupancy issued by the City authorizing occupancy of the Improvements or any Project Component or any portion thereof, pursuant to N.J.S.A. 52:27D-133.

x. Default - The failure of any Party bound by this Agreement to perform any obligation imposed on such Party within applicable notice and cure periods provided in this Agreement.

xi. Default Notice – Shall have the meaning set forth in Section 18.2 hereof.

xii. Entity - The Parties agree that reference to the term "Entity" as used in this Agreement shall initially mean the Applicant and, upon the transfer of title to the Project or a Project Component to a successor, shall mean such successor in title, as applicable.

xiv. Force Majeure Event- shall mean any acts of God, fire, volcano, earthquake, hurricane, blizzard, infectious disease, epidemic, pandemic, technological disaster, catastrophe, large scale infestation of any type, tremors, flood, explosion, release of nuclear radiation, release of biotoxic or of biochemical agent(s), the elements, war, blockade, riots, mob violence or civil disturbance, any act(s) of terrorism or terroristic threat, a cyber attack or unauthorized and/or illegal interference with computer communication systems that disables or substantially interferes with critical functions or access to data, an inability to procure goods or services or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, governmentally imposed

moratoriums, court orders, laws, rules, regulations or other orders of governmental or public agencies, bodies or authorities, but only to the extent that such events directly cause an inability to perform a material provision of this Agreement and only to the extent that such events are out of the reasonable control of the Party claiming relief.

xv. Governing Law - The Tax Exemption Law and all other relevant and applicable federal and state statutes, rules, regulations and municipal ordinances and resolutions consistent with or supplementing the requirements of the Tax Exemption Law.

xvi. Improvements - Any building, structure, fixture or Project Component permanently affixed to the Land on which the Project is located.

xvii. In Rem Tax Foreclosure - A summary proceeding by which the City may enforce the lien for taxes or payments in lieu of taxes due and owing by a tax sale. Said foreclosure proceeding is governed by N.J.S.A. 54:5-1 et seq.

xviii. Land – The land comprising the Property exclusive of any Improvements which may now exist or may hereinafter be constructed thereon.

xix. Land Taxes - The amount of taxes assessed on the value of the Land, exclusive of any improvements, pursuant to N.J.S.A. 54:4-1 et seq.

xx. Land Tax Payments – Quarterly payments of Land Taxes to be made on the generally applicable due dates for property taxes as determined by applicable law.

xxi. Limited Dividend Entity - An urban renewal entity conforming to the terms of N.J.S.A. 40A:20-3(b).

xxii. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the amount set forth on Schedule 1 attached hereto, which amount shall be prior to the application of the Land Tax credits pursuant to Sections 4.1(D)(1) and 4.1(D)(2) hereof, as applicable. Notwithstanding anything to the contrary contained in this Agreement, in accordance with Schedule 1 attached hereto there shall be no Minimum Annual Service Charge for the Project or either Project Component during the period commencing on the date when the Entity's

obligation to pay the Annual Service Charge with respect to a Project begins until the three (3) year anniversary of such date.

xxiii. Net Profit - The Annual Gross Revenue of the Entity less all operating and non-operating expenses and costs of the Entity, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c).

xxiv. Permitted Assignee – shall have the meaning set forth in Section 9.1.B.

xxv. Project - The use of the Property for the purposes described in the Recitals in this Agreement and the Application and as defined in N.J.S.A. 40A:20-3(e).

xxvi. Project Component – shall mean each of the Residential Component and the Retail Component and their respective interests in common and limited common elements of the Project.

xxvii. Pronouns – He, she or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as proper meaning requires.

xxviii. Property – The real property located in the City and identified on the official tax map of the City as Block 4001, Lots 2-15, including any Improvements constructed thereon, which may be consolidated into three lots in connection with the development of the Project.

xxix. Residential Component – Shall have the meaning set forth in the Recitals.

xxx. Responsible Party – Shall have the meaning set forth in Section 18.1 hereof.

xxxi. Retail Component – Shall have the meaning set forth in the Recitals.

xxxii. Substantial Completion – shall mean the determination by the City, in its reasonable opinion made with the advice of the Entity that with respect to the Project, that the construction activities entailed are completed in all material respects and that the Project is ready for its intended use and as further defined in N.J.S. A. 54:4-63.1 et seq. Issuance of a Temporary Certificate of Occupancy for the entirety of the Project or a final Certificate of Occupancy shall be conclusive proof of Substantial Completion, but the issuance of such certificates are not required in order for a determination by the City that the Project is Substantially Complete.

xxxiii. Tax Exemption Law – Shall have the meaning set forth in the Preamble.

xxxiv. Tax Ratio – the ratio set by the New Jersey Division of Taxation from time to time pursuant to N.J.S.A. 54:3-17 et seq., representing the relationship of the assessed value of the real property within the City to the market value of real property within the City. The tax ratio is 100% in any tax year that the City implements a revaluation or reassessment.

xxxv. Term – Shall have the meaning set forth in Section 3.1.

xxxvi. Termination – The expiration of this Agreement or the prior termination of this Agreement by the Entity or the City as set forth herein.

xxxvii. Termination Notice – Shall have the meaning set forth in Section 19.1 hereof.

xxxviii. Total Project Cost – Shall have the meaning set forth in N.J.S.A. 40A:20-3(h).

Section 1.3 Exhibits Incorporated

All exhibits and schedules which are referred to in this Agreement and are attached hereto, are incorporated herein and made a part hereof.

Section 1.4 City Findings

Pursuant to the Governing Law, the City finds that the tax exemption(s) granted pursuant to this Agreement will benefit the City and its citizens and enhance the prospects of the City's Waterfront Redevelopment Area. The City further finds the benefits of granting tax exemption(s) for the Project far outweigh its cost, if any, and that absent such tax exemption(s) the Project would not be undertaken. The Project is expected to assist in attracting residents, visitors and tourists to the City, result in new public infrastructure, and create employment opportunities within the City. The tax exemption(s) will help to offset the extraordinary costs of developing and constructing the Project. The high costs associated with the development of the Project together with conventional real estate taxes would otherwise operate as a disincentive to the

redevelopment of the Property, make the Project materially less competitive in the marketplace and frustrate the goals and objectives of the City's Waterfront Redevelopment Plan.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City by execution of this Agreement has granted and does hereby grant its approval for tax exemption(s) for each of the Project Components to be developed and to be maintained under the provisions of the Governing Law on the Property. Pursuant to the Governing Law, upon Substantial Completion of each Project Component or portion thereof, each Project Component shall be exempt from taxation during the Term of this Agreement, provided, however, that portion of the Land Taxes and Land Tax Payments that corresponds to the percentage interest in the common elements of the Project attributable to the Retail Component shall continue to be paid at all times during the Term of this Agreement. Pursuant to the Governing Law, the Residential Component and its percentage interest in the common elements of the Project shall be exempt from the payment of Land Taxes and no Land Tax Payments shall be due or payable by the owner of the Residential Component of the Project during the Term of this Agreement.

Section 2.2 Approval of Entity

The City hereby approves of the Entity undertaking the Project. The Entity by execution of this Agreement hereby understands and agrees that it is obligated to comply and conform in all respects with the Governing Law, this Agreement and with applicable laws. A copy of the Entity's amended certificate of formation is included in the Application. A copy of the approval of the Department of Community Affairs is similarly included in the Application.

Section 2.3 Land Taxes

To the extent not exempt by Section 2.1 above, Land Taxes and Land Tax Payments shall continue to be made on the Land during the Term of this Agreement. The Entity (or, after transfer of a Project Component, the owner of such Project Component) shall be entitled to a credit against the Annual Service Charge with respect to the Retail Component only, for Land Taxes paid by

the Entity (or, after transfer of a Project Component, the owner of such Project Component), in each of the last four (4) preceding quarterly installments.

Section 2.4 The Urban Renewal Entity

A. In accordance with N.J.S.A. 40A:20-3(g), the Entity shall be a Limited Dividend Entity subject to the profit limitations provided in the Governing Law. These profit limitations are specifically incorporated by reference in this Agreement, shall be applicable to this Agreement and shall be appropriately considered and followed in the Auditor's Report required to be prepared and delivered under this Agreement.

B. In accordance with N.J.S.A. 40A:20-14(b), there is expressly excluded from the calculation of Annual Gross Revenue and Net Profit, as defined in the Governing Law and this Agreement, any gain realized by the Entity on the sale of the Project, a Project Component or the sale of any other condominium unit, which may be formed in the future, in the Project, whether or not taxable under federal or state law.

C. In accordance with N.J.S.A. 40A:20-15, whenever the Net Profit of the Entity for the period taken as one accounting period, commencing on the date on which the construction of the Project is substantially completed and terminating at the end of the last full fiscal year of the Term, shall exceed the Allowable Net Profit for the period, the Entity shall pay the excess Net Profits to the City as an additional service charge within 120 days of the close of that fiscal year. In accordance with Section 15 of the Governing Law, in determining whether Net Profit for an accounting period exceeds Allowable Net Profit for such accounting period, Net Profit shall be calculated annually but on a cumulative basis. The payment of such excess Net Profits shall be in addition to, and not limited by, the Annual Service Charges due hereunder, as set forth at Article IV hereof and Schedule 1 attached hereto.

D. Notwithstanding anything herein to the contrary, the Entity may maintain, during the Term of this Agreement, a reserve against vacancies, unpaid rentals and contingencies in an amount not to exceed 10% of the Annual Gross Revenue of such Entity for the last full fiscal year,

and may retain such part of those excess Net Profits as is necessary to eliminate a deficiency in that reserve. Upon Termination of this Agreement, the amount of reserve, if any, shall be paid to the City within 90 days of such Termination.

E. The Entity shall not make, declare or pay any profit, distribution or emolument of any kind to its principals, stockholders, members, partners, etc. in contravention of N.J.S.A. 40A:20-15.

F. The Entity shall comply with the requirements of the Governing Law. All the organizational papers and documents regarding the formation/creation of the Entity have been forwarded to and approved by the State Department of Community Affairs. Unless this Agreement has been terminated, any subsequent purchaser of the Project shall be fully subject to this Agreement. Unless this Agreement has been Terminated, deeds made by the Entity to a purchaser of the Project or a Project Component and leases made by the Entity to a lessee of the Project or a Project Component shall reflect the existence of this Agreement as an encumbrance on title.

G. The Entity shall have the powers and authority reflected in N.J.S.A. 40A:20-6 and 7 and all of the rights provided in the Governing Law. The Entity will construct the Project in accordance with permits and approvals for the Project.

Section 2.5 Ownership, Management and Control

The Entity is the designated redeveloper of the Property and shall develop, operate and manage the Project. The Entity has acquired title to the Property or will acquire title to the Property prior to commencement of construction of the Project. The Entity may, at its discretion, impose a condominium regime such that the Residential Component and the Retail Component may become separate condominium units; provided, however, that the residential units within the Residential Component shall not be converted to for-sale condominium units without the prior written consent of the City, not to be unreasonably withheld, conditioned or delayed. The Entity may enter into leases, ground leases, management or other agreements with respect to the

Project, any Project Component or portion thereof, to an affiliate or another related or unrelated party which may, in turn, operate all or parts of the Project, applicable Project Component, or portion thereof, provided, however, that all obligations of the Entity hereunder shall remain obligations of the Entity notwithstanding any such lease or agreement, and further provided however, that no such lease or agreement with an affiliate or related party shall operate to minimize or remove revenues properly includable in the calculation of Annual Gross Revenue.

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

Absent Termination of this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for thirty (30) years from the commencement of the Project (the "Term"). The Term shall commence on the first day of the first month following the date of Substantial Completion of the Project. Upon expiration of each Term, the tax exemption for each Project Component or relevant portion thereof, shall expire and the Improvements related to the particular Project Component shall thereafter be assessed and taxed pursuant to N.J.S.A. 54:4-1 et seq. Notwithstanding the foregoing, the Term shall not extend for more than thirty-five (35) years from the date that this Agreement is executed by the Parties.

Section 3.2 Purpose and Benefits of Agreement

A. Relative Benefits of the Project when compared to the costs:

- i The current real estate taxes on the Land and the current Improvements thereon generate revenue of approximately \$ \$132,043.28 per annum.
- ii The Annual Service Charge applicable to all Project Components is anticipated to provide annual revenue to the City of at least \$600,000 following Substantial Completion of all Project Components and initial leasing of the Project.
- iii The Project will provide revenue to the City in an amount which is substantially greater than the amount the City would have received if conventional taxation had remained in effect with respect to the Property.

B. Assessment of the Importance of the Tax Exemption/Abatement in obtaining development of the Project and influencing the locational decisions of probable occupants:

- i Without the exemption and the issuance by the City of RAB Bonds, the Project is not financially feasible or viable;
- ii The exemption permits better use of land and the construction of needed ratables; and
- iii The exemption permits private development in the City's Waterfront Redevelopment Area consistent with the City's Waterfront Redevelopment Plan.

C. By the adoption of an ordinance, which is attached to this Agreement as Exhibit 2, the Mayor and City Council approved the above findings and those contained in Section 1.3, the Entity's Application and authorized the execution of this Agreement.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge — N.J.S.A. 40A:20-14

A. Residential Component Annual Service Charge. In consideration of the exemption from taxation for the Residential Component of the Project, the Entity and each successor owner of the Residential Component, as applicable, shall, during the Term of this Agreement, make payment to the City of an Annual Service Charge for municipal services supplied to the Residential Component beginning on the first day of the first month after Substantial Completion of the Project in an amount equal to 9.86% of Annual Gross Revenue for the Residential Component, subject to the following:

- 1. The Annual Service Charge under Section 4.1A shall be calculated from the first day of the first month following the determination by the City of Substantial Completion of the Project.

2. During the Term, the City shall remit five (5%) percent of the Annual Service Charge for the Residential Component received by it to the County of Monmouth upon the City's receipt of same.

3. During the Term, the Entity and each successor owner of Residential Component shall pay annually a portion of the Administrative Fee that is equal to two (2%) percent of the Annual Service Charge for the Residential Component (as calculated pursuant to this Section 4.1A), in addition to the applicable Annual Service Charge for the Residential Component.

B. Retail Component Annual Service Charge. In consideration of the exemption from taxation for the Retail Component of the Project, the Entity and each successor owner of the Retail Component, as applicable, shall, during the Term of this Agreement, make payment to the City of the portion of Annual Service Charge for municipal services supplied to the Retail Component beginning on the first day of the first month after Substantial Completion of the Project in an amount equal to 9.86% of Annual Gross Revenue for the Retail Component, subject to the following:

1. The Annual Service Charge under Section 4.1B shall be calculated from the first day of the month following the determination by the City of Substantial Completion of the Project.

2. During the Term, the Entity and each successor owner of Retail Component shall pay annually a portion of the Administrative Fee that is equal to two (2%) percent of the Annual Service Charge for the Retail Component (as calculated pursuant to this Section 4.1B), in addition to the applicable Annual Service Charge for the Retail Component.

3. During the Term, the City shall remit five (5%) percent of the Annual Service Charge for the Retail Component received by it to the County of Monmouth upon the City's receipt of same.

C. Minimum Annual Service Charge.

1. Without Condominium Regime. Notwithstanding Sections 4.1A and 4.1B above, starting in the fourth year of the Term and provided the Entity has not created a condominium regime for the Project such that the Residential Component and the Retail Component are separate condominium units, if the amount set forth on Schedule 1 for a given year during the Term (the "**Minimum Annual Service Charge**") is greater than (i) the Annual Service Charge calculated pursuant to Section 4.1A (Residential) (prior to any Land Tax credit, if applicable pursuant to Section 4.1D(2)), plus (ii) the Annual Service Charge calculated pursuant to Section 4.1B (Retail) (prior to the applicable Land Tax credit pursuant to Section 4.1D(1)), then the Entity shall instead be obligated to pay the Minimum Annual Service Charge for that year. Schedule 1 sets forth the Minimum Annual Service Charge for the Project during the Term.

2. With Condominium Regime. Notwithstanding Sections 4.1A and 4.1B above, starting in the fourth year of the Term and provided the Entity has created a condominium regime for the Project such that the Residential Component and the Retail Component are separate condominium units, the Minimum Annual Service Charge set forth on Schedule 1 shall apply only to the Residential Component, and if the Minimum Annual Service Charge for the Project set forth on Schedule 1 for a given year is greater than the Annual Service Charge calculated pursuant to Section 4.1A (Residential) (prior to any Land Tax credit, if applicable), then the Entity shall instead be obligated to pay the Minimum Annual Service Charge for the Residential Component for that year. For the avoidance of doubt, upon the creation of a condominium regime for the Project, there shall be no Minimum Annual Service Charge for the Retail Component.

D. Land Tax Credit

1. Retail Component. The City shall, pursuant to the Governing Law, apply the statutory credit for payment by the Entity or its successors of Land Taxes with respect to the

Retail Component against the Annual Service Charge due pursuant to Section 4.1B or the Minimum Service Charge due pursuant to Section 4.1C, as the case may be.

2. Residential Component. In the event that the exemption of Land Taxes provided in Sections 2.1 and 2.3 hereof, and authorized by N.J.S.A. 40A:20-12, is invalidated by a court of competent jurisdiction or otherwise becomes inapplicable, the Parties agree that this Agreement shall remain valid and in full force and effect, and the calculation of the Annual Service Charge herein shall be reformed as follows: in addition to the Annual Service Charge calculated pursuant to Section 4.1A and Schedule 1, as applicable, the Annual Service Charge shall be increased by the Land Taxes due. In the event that Land Taxes become due and neither the Entity nor its successors have waived the credit with respect to same set forth at N.J.S.A. 40A:20-12, the City will apply the statutory credit to the Annual Service Charge due from the Entity or any successor owner, as applicable, with respect to the Residential Component. Notwithstanding anything to the contrary contained herein, (i) in the first year in which the Entity pays the Land Taxes with respect to the Residential Component, it shall receive a credit for the amount of the Land Taxes that it would have paid for the year prior had Land Taxes been due and payable, and (ii) in any given year, the cumulative payment made to the City through the Annual Service Charge and the City's portion of the Land Tax Payment shall not exceed the Annual Service Charge that would have been due to the City had the Residential Component continued to be exempt from Land Taxes. The City shall, pursuant to the Governing Law, apply the statutory credit for payment by the Entity or its successors of Land Taxes with respect to the Residential Component against the Annual Service Charge due pursuant to Section 4.1A.

Section 4.2 Quarterly Installments

Payment of the Annual Service Charge(s) required under this Agreement shall be made in quarterly installments on those dates when ad valorem real estate tax payments to the City are due subject, nevertheless, to adjustment for over or underpayments after the submission to the City of the Auditor's Report by the Entity or its successor pursuant to Section 7.2 herein. In the

event that the Entity fails to timely pay the Annual Service Charge, the amount remaining due and unpaid shall accrue interest at the rate applicable for unpaid real property taxes.

Section 4.3 Pro Rata Basis of Annual Service Charge

The Annual Service Charge with respect to the Project or the applicable Project Component for the year in which such charge is due shall be adjusted on a pro rata basis from its commencement to the close of such calendar year. For the year in which Termination of this Agreement as to a Project Component occurs, the Annual Service Charge shall be similarly pro-rated. To the extent that a portion of a Project Component is Substantially Completed prior to Substantial Completion of the entire Project Component, the Annual Service Charge shall be pro-rated as further described in Section 3.1 hereof.

Section 4.4 Annual Service Charge Following Termination

The Entity, or any owner of a Project Component, may terminate this Agreement prior to the expiration of the Term upon thirty (30) days' written notice to the City. This Agreement may also be terminated by the City in accordance with Section 19.1 below. After Termination of this Agreement, the real property which is the subject of the Termination shall thereafter be assessed and taxed as conventional real property. Termination of this Agreement prior to the maturity of the RAB Bonds shall not terminate the Entity's obligation to pay the Special Assessment, as defined below, in accordance with the terms of the RAB Bonds.

Section 4.5 During Construction

During the period between execution of this Agreement and the Substantial Completion of each Project Component, the Entity shall make payment of conventional real estate taxes with respect to the Land and the Improvements existing thereon as of the date of approval of this Agreement, at the times and to the extent due in accordance with generally applicable law.

Section 4.6 Special Provisions Regarding the RAB Law

As a consequence of certain separate agreements implemented by City ordinances and resolutions, the City has agreed that the cost of installation of infrastructure and related expenses

required for the development of the Project is being financed and/or reimbursed by the City's issuance of RAB Bonds pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. (the "RAB Law"). Such improvements are also subject to a special assessment (the "Special Assessment"). Therefore, acting in accordance with N.J.S.A. 40A:12A-66, the City and the Entity have agreed that the Annual Service Charge imposed on the Project Components has been determined in a manner that complies with the RAB Law. Accordingly, the terms of N.J.S.A. 40A:20-12(b)(2) requiring a specified minimum and maximum Annual Service Charge and staged increases in the Annual Service Charge shall not apply during the Term of this Agreement. This Agreement is conditioned upon issuance of the RAB Bonds by the City, after the City obtains all prerequisite governmental approvals required for such issuance, and upon the RAB Bonds remaining outstanding during the Term of this Agreement. The City shall take no action to redeem the RAB Bonds prior to the Term of this Agreement.

Section 4.7 Ground Lease Transaction

Notwithstanding anything to the contrary contained in this Agreement, the City hereby consents, without further action or approvals, to a transfer of the Land to a Permitted Assignee with a lease back from such entity to the Entity or its successors or assigns for the Project (a "**Ground Lease Transaction**"), provided, however, that such Ground Lease Transaction (i) shall not relieve the Entity or the owner of a Project Component of its obligations under this Agreement, and (iii) shall not operate to minimize or remove revenues properly includable in the calculation of Annual Gross Revenue for the Project.

ARTICLE V - DISPUTE RESOLUTION

Section 5.1 Arbitration

A. Submission of Dispute. In the event of a breach of this Agreement, (other than a payment default), or a dispute arising between the Parties in reference to the terms and provisions as set forth herein, either Party shall submit the dispute to arbitration, which shall utilize New Jersey law and the arbitration rules of the American Arbitration Association, to be resolved in

accordance with such law, rules and regulations in such a fashion as to accomplish the purposes of the Governing Law and this Agreement. The cost of the arbitration shall be borne equally by the Parties.

B. Selection of Arbitrator. The Parties shall determine whether one arbitrator or a panel of three arbitrators will determine the dispute. An arbitrator shall be mutually acceptable to the Parties and shall have the following qualifications: (i) an attorney at law or other professional of the State of New Jersey, with no less than fifteen years' experience, and whose expertise is in redevelopment projects utilizing the Governing Law; or (ii) any other qualifications mutually acceptable to the Parties. In the event that the Parties cannot agree on the selection of the arbitrator(s), then the dispute shall be arbitrated by a panel of three arbitrators, with each Party selecting one arbitrator, and those two arbitrators selecting the third arbitrator.

C. Arbitrator's Decision. The arbitrator(s) shall make written findings of fact and conclusions with respect to compliance with the Governing Law. Any arbitration award may be appealed by either Party to the New Jersey Superior Court, Law Division, with respect to asserted errors of fact or law, and the outcome of such appeal may be further appealed in the New Jersey courts, and shall not be limited in any way due to the origin of the action in arbitration.

D. Exception for ASC Payment Default. In the event of a default in payment of the Annual Service Charge, as defined in Article IV, above, the City, among its other remedies, reserves the right to proceed against the portion of the Property to which the default applies, in the manner provided by N.J.S.A. 54:5-1 et seq., irrespective of any Arbitration proceeding and any act supplementary or amendatory thereof. Whenever the word "taxes" appears or is applied directly or impliedly to mean taxes or municipal liens on land such statutory term shall be read, as far as pertinent to this Agreement, as if the Annual Service Charge constitutes taxes or municipal liens on land. In such event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above-referenced manner.

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to Substantially Complete the Project Components and to obtain Certificates of Occupancy for the Project Components at the time that the Project Components are eligible therefor.

Section 6.2 Substantial Completion

The Annual Service Charge applicable to a Project Component is to commence from the first day of the month following the Substantial Completion of a Project Component. The Annual Service Charge shall become payable upon the first day of the first month following the Substantial Completion of a Project Component, as further described at Section 3.1, regardless of whether the Project Component is occupied, tenanted or vacant.

Section 6.3 Filing of Certificate of Occupancy

A. It shall be the responsibility of the City to forthwith file with or submit to the Tax Assessor of the City a copy of the Certificate(s) of Occupancy issued with respect to the Project.

B. Failure of the City to file or submit such issued Certificate(s) of Occupancy, as required by the preceding paragraph, shall not restrict the City's Tax Assessor from taking appropriate action.

C. The estimated cost data disclosed by the Application submitted by the Entity with this Agreement may, at the option of the City's Building Department, be used as the basis for construction cost determinations applicable to the issuance of building permits(s) for the Project.

ARTICLE VII - ANNUAL AUDITS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls required for proper record control under this Agreement. The requirements for submission of periodic reports by the Entity, including, without limitation, any Auditor's Reports, except for a final accounting required by the Governing Law, shall cease in those instances where the Entity no longer has an

interest in the Project or a Project Component as evidenced by recorded deeds, or, except as required by the Governing Law, following Termination of this Agreement.

Section 7.2 Periodic Reports

A. Within ninety (90) days after the close of each fiscal or calendar year, following Substantial Completion of a Project Component, depending on the Entity's accounting basis for the duration of this Agreement (taking into account Section 7.1), the Entity shall submit an Auditor's Report certified by a certified public accountant for the preceding fiscal or calendar year to the City's Chief Financial Officer, Financial Analyst, and the City Clerk, and the Director of the New Jersey Division of Local Government Services. Delivery of the Auditor's Report shall be subject to delay due to a Force Majeure Event, and such Auditor's Report shall conform to all applicable standards of the Tax Exemption Law and shall include the following data:

- i Annual Gross Revenue data, Net Profits, excess profits, principal amount and the interest rate of any mortgage(s) constituting a lien on the Property and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, as are required pursuant to the Governing Law and this Agreement.

B. Failure of the Entity to submit the reports required by this Article VII, shall subject the Entity to a fine, payable to the City, commencing on the 91st day after such report is due, subject to delay as set forth above, in the amount of \$100 per day for each day after the 90th day that such report is not filed. Notwithstanding anything to the contrary contained herein, in the event that a condominium regime is established with respect to the Project, such that the Residential Component and the Retail Component shall each be a separate condominium unit, and the Entity has transferred the Project or a Project Component to a third party purchaser in accordance with Section 20.7 hereof, then the Entity's obligation to deliver the reports as required by this section shall cease with respect to such Project Component(s), and the condominium association shall deliver any and all reports required by the City with respect to such Project Component(s). For

the avoidance of doubt, any transfer of a membership interest in the Entity shall not, in and of itself, relieve the Entity of its obligations under this subsection or this Agreement.

Section 7.3 Total Project Cost/Project Leases

Within ninety (90) days after the last Certificate of Occupancy is issued for the Project, the Entity shall submit to the City a certification of Total Project Cost. Such certification shall not affect the calculation of Annual Service Charges under this Agreement, as set forth in Article IV hereof and Schedule 1 attached hereto. When the Project or any Project Component is leased by the Entity, all relevant data regarding such lease shall be submitted to the City Clerk, Financial Analyst, and City Tax Assessor; provided that the foregoing shall not apply to residential lease for the residential rental units within the Residential Component.

Section 7.4 Inspection

The Entity shall permit upon proper request an inspection of property, equipment, buildings and other facilities of the Project, as well as an examination and audit of the books, contracts, records, documents and papers by representatives duly authorized by the City or the New Jersey Division of Local Government Services in the Department of Community Affairs. Such examination or audit shall be made following reasonable advance notice during business hours and shall be conducted in the presence of any officer or agent of the Entity to which the examination or audit relates.

ARTICLE VIII - APPLICATION AND ADMINISTRATIVE FEE

Section 8.1 Application Fee

The Entity has paid the required fee to the City as a fee for processing the Application.

Section 8.2 Administrative Fee

The Entity acknowledges and agrees that, in addition to the payment of the respective Annual Service Charge required to be paid for each Project Component, an annual Administrative Fee to the City shall be payable for each Project Component. The Administrative Fee shall be

equal to: (i) two (2%) percent of the total then applicable Annual Service Charge for the Residential Component; and (ii) two (2%) percent of the total then applicable Annual Service Charge for the Retail Component. The Administrative Fee for each Project Component shall be payable and due on or before December 31st of each year with interest accruing for late payments in accordance with Section 10.1. The Administrative Fee will be reconciled upon reconciliation of the Annual Service Charge.

ARTICLE IX - ASSIGNMENT AND ASSUMPTION

Section 9.1 Assignment

A. Assignments. The Entity may assign its rights under this Agreement with the prior written consent of the City, which consent will be granted provided: (a) the new entity is an urban renewal entity formed pursuant to the Governing Law; (b) at the time of such assignment, the new entity is or has agreed to become the fee owner of the Project and has agreed in writing to undertake any remaining construction and completion of the Project; (c) the new entity does not own any other Project subject to a long term tax exemption at the time of transfer; (d) the assignor Entity is not then in Default of this Agreement; (e) the assignor Entity's obligations under this Agreement are fully assumed by the new entity; (f) the new entity shall have demonstrated to the City's reasonable satisfaction its financial capability and experience; and (g) the assignor Entity shall pay the City a transfer fee equal to two (2%) of the then current Annual Service Charge as required by N.J.S.A. 40A:20-10(d), provided that such transfer fee shall not apply with respect to any assignment to a Permitted Assignee (as hereafter defined). Upon the transfer of this Agreement to an assignee in compliance with this Agreement, the Entity shall be discharged from any further obligation with respect to the Project. Voluntary transfers of more than ten (10%) percent of the ownership of the Project or any portion thereof shall be subject to N.J.S.A. 40A:20-5e. Nothing contained in this Agreement shall prohibit transfers of interests in the Entity itself

provided that notice of the transfer, if greater than ten (10%) percent, shall be provided to the City in accordance with N.J.S.A. 40A:20-5e.

B. Permitted Assignments. Notwithstanding Section 4.1A, provided the requirements set forth in Section 4.1(a)-(e) are satisfied, the City hereby consents, without further action or approvals, to an assignment of this Agreement with respect to the entire Project or either Project Component to an entity that is controlled by iStar Inc. or Safehold Inc. or both (a "Permitted Assignee"). For purposes of this Agreement, "control", "controlled" or "controlled by" shall mean the direct or indirect ownership of 50% or more of the aggregate issued and outstanding equitable interests (whether stock, partnership interests, membership interests or otherwise) of the Permitted Assignee, or the power to direct or cause the direction of the management and policies of the Permitted Assignee, whether through the ownership of equity interests, by statute or according to the provisions of a contract.

C. City Consent Required. For the avoidance of doubt, except for sales of the Residential Component or the Retail Component as a condominium unit to a successor unit purchaser in accordance with Section 20.7, assignments to a Permitted Assignee, and any Ground Lease Transaction, the parties hereby acknowledge that any assignment of this Agreement in conjunction with a transfer of a Project Component from the Entity shall be an assignment that requires consent of the City pursuant to the provisions of Section 4.1A. The parties further hereby acknowledge that a transfer of a Project Component from the Entity without such an assignment of this Agreement shall terminate the exemption with respect to such Project Component, after notice and an opportunity to cure, in accordance with Article XIX.

Section 9.2 Deed Recitals

While this Agreement remains in effect, the deeds for the Project Components shall include a recital that (a) the grantee is subject to the terms and conditions of this Agreement, and (b) this Agreement runs with the land for the duration of this Agreement and that by accepting this deed, the grantee acknowledges it has received from the Entity a true copy of this Agreement,

the originals of which may be examined by the grantee in the Office of the City Clerk during regular working days and hours.

Section 9.3 Operation of Project

The Entity agrees that the Project shall be constructed, managed and operated in accordance with applicable laws, including the Governing Law and the New Jersey Condominium Act N.J.S.A. 46:88-1 et seq. The Entity hereby agrees at all times prior to the Termination this Agreement to remain bound by the provisions of this Agreement with respect to the Project Components that are owned by the Entity. Upon any sale of the Project, any Project Component or the assignment and assumption of this Agreement, the successor in title shall be similarly bound and, if such transfer, sale, assignment and assumption shall be in compliance with the terms of this Agreement, the Entity shall be relieved and discharged from any obligation or liability with respect to the Project or applicable Project Component.

ARTICLE X - INTEREST ON LATE PAYMENTS

Section 10.1 Late Payments

In the event that the Entity fails to timely make any payments due hereunder, and such amounts due are correctly calculated and properly billed to the Entity, then the amount unpaid shall accrue interest at the rate applicable for unpaid real property taxes.

ARTICLE XI - RECORDING

Section 11.1 Recordation of Agreement

The City shall record at the Entity's expense a fully signed original of this Agreement with the office of the Monmouth County Clerk.

ARTICLE XII - WAIVER

Section 12.1 Waiver

Nothing contained in this Agreement shall constitute a waiver or relinquishment by either the Entity or the City of any rights and remedies, including, without limitation, the City's right to

terminate this Agreement and the tax exemption granted hereunder for a particular Project Component for an uncured Default applicable to such Project Component under any of the terms provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the City or the Entity has under law, in equity, or under any provisions of this Agreement.

ARTICLE XIII - NOTICES

Section 13.1 Sent by City

A. When sent by the City to the Entity, notices shall be addressed to AP Block 4001 Venture Urban Renewal LLC, c/o iStar, 1100 Ocean Avenue, Asbury Park, NJ 07712, Attention: Brian Cheripka, Senior Vice President, unless, prior to the giving of notice, the Entity shall have notified the City otherwise in writing.

B. Upon the transfer of title to the Project or any Project Component, notice shall be sent to the new owner at the Project or to the address for the new owner on the last tax duplicate of the City unless written notice of a different address was provided to the Tax Assessor and Tax Collector of the City.

C. If requested in writing by the Entity or any successor, the City shall also send notices to any mortgagee of the Project or a Project Component.

Section 13.2 Sent by Entity

When sent by the Entity to the City, notice shall be addressed to the City Clerk, Mayor and City Manager at City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, unless, prior to the giving of notice, the City shall have notified the Entity otherwise in writing. The notice to the City shall identify the subject and property to which it relates.

Section 13.3 Delivery of Notices

Any notice required hereunder to be sent by either Party to the other shall be sent by a nationally recognized overnight courier service or by certified or registered mail, return receipt requested, addressed as specified above.

ARTICLE XIV - INTENTIONALLY OMITTED**ARTICLE XV - CONSTRUCTION/ENFORCEMENT****Section 15.1 Applicable Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

ARTICLE XVI - WASTE AND REFUSE DISPOSAL**Section 16.1 Responsibility of Entity**

Unless the City otherwise agrees, collection and disposition of all solid waste, refuse and recyclables emanating from the Project shall be the exclusive responsibility of the Entity prior to the filing of the master deed creating the condominium and thereafter by the condominium association or owner of a Project Component, or subsequent owner of the Project, but in no event shall be the responsibility of the City. The Entity or other responsible party shall engage a licensed collector, hauler or scavenger at the Entity's (or other responsible party's) cost and expense to collect and dispose such waste and recyclables.

ARTICLE XVII - INDEMNIFICATION**Section 17.1 Defined**

It is understood and agreed that, in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default or a violation of any of the provisions of this Agreement or the provisions of N.J.S.A. 40A:20-1 et seq., by the Entity, the Entity shall indemnify and hold the City harmless, and the Entity agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which

intervention the Entity hereby consents. The expense of such intervention thereof shall be borne by the City.

ARTICLE XVIII - DEFAULT

Section 18.1 Default

“Default” shall mean and be the failure of the Entity or, as applicable, the successor owner of the Project or any Project Component (“Responsible Party”) to perform its obligations under this Agreement after notice and within applicable cure periods provided in this Agreement.

Section 18.2 Curing A Default

Should a Responsible Party be in Default in the payment or performance of its obligations under this Agreement, the City shall notify such Responsible Party and, if requested, such Responsible Party’s mortgagee, of said Default (“Default Notice”). Said Default Notice shall set forth with particularity the basis of the alleged Default. The Responsible Party and, if applicable, its mortgagee shall have 90 days following receipt of a Default Notice to cure any Default, except for a payment Default, which the Responsible Party and, if applicable, its mortgagee shall have 10 days to cure following receipt of a Default Notice. If any non-payment Default cannot be cured within the cure period then, provided that diligent cure efforts are being prosecuted, the period for cure shall be extended for an additional 90 days.

Section 18.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the Property, Project Component, or the Project, as applicable, which is the subject of the Default pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 et seq. All of the remedies provided in this Agreement to the City and all rights and remedies granted to it by law and equity shall be cumulative and concurrent but shall, assuming that a condominium regime has been established with respect to the Project, be applied solely against the Project Component to which the Default applies. Further, the bringing of any action for any unpaid charges due to the City under this Agreement, for the Annual Service Charge, or for breach of any covenant or the resort to any

other remedy herein provided for shall not be construed as a waiver of the right of the City to terminate the tax exemption with respect to the Project or, assuming that a condominium regime has been established, with respect to the Project or against the Project Component which is the subject of the Default.

Section 18.4 Force Majeure

The Parties acknowledge and agree that the performance or non-performance by both or either of the Parties of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is the result of a Force Majeure Event, provided however, that the Force Majeure Event was not the result of or did not arise out of any unlawful action or non-action of the party relying on such Force Majeure Event as justification for the performance, failure of performance, or delay in performance of the subject obligation, requirement, commitment or other responsibility. In the event of a Force Majeure Event, either party hereto may obtain an extension of time to perform any obligations arising under this Agreement by notifying the other party in writing pursuant to the provisions of Article XIV of the Force Majeure Event no later than thirty (30) days after the first occurrence of the Force Majeure Event, and such extension of time shall commence upon the first occurrence of the applicable Force Majeure Event; provided, however, that if either party fails to give such notice within such thirty (30) day period, and the event or occurrence that is the basis for the Force Majeure Event continues for more than thirty (30) days, such delay shall still be a Force Majeure Event that excuses the impacted party's performance if the impacted party gives notice thereof, but the period of time during which such performance is excused shall commence on the date when the notice is received by the non-impacted party. Any extension of time shall only be for so long as the Force Majeure Event reasonably requires.

ARTICLE XIX - TERMINATION

Section 19.1 Termination Upon Default of the Entity

A. In the event that the Responsible Party or, if applicable, its mortgagee fails to cure or remedy a Default within the time period provided in Section 18.2, the City may terminate this Agreement in accordance with the terms of this section. The City may terminate this Agreement only after the expiration of (i) the cure periods set forth in Section 18.2, and (ii) 30 days following receipt of written notice from the City by the Responsible Party and, if applicable, its mortgagee of the City's intent to terminate this Agreement ("Termination Notice"). The City shall deliver the Termination Notice only after the cure periods set forth in Section 18.2 have expired. Assuming that a condominium regime has been established with respect to the Project, the City's right to terminate this Agreement shall be limited solely to the Project Component to which the Default applies. For purposes of the Entity or Responsible Party rendering a final financial accounting, the Termination of this Agreement shall be deemed to be the end of the fiscal year for the Entity or Responsible Party. The Entity or Responsible Party shall within 90 days after the date of such Termination, pay to the City a sum equal to the amount of the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-13 and N.J.S.A. 40A:20-15 as well as the excess profit, if any, payable under this Agreement. The Termination date of this Agreement shall be deemed to be the end of such Entity's or other Responsible Party's fiscal year.

B. Upon such termination of the exemption for the Project, or a Project Component, all affected properties and all improvements made thereto shall be assessed from the date of termination under conventional real property taxation principles.

ARTICLE XX - MISCELLANEOUS

Section 20.1 Conflict

The Parties agree that in the event of a conflict between the Application and this Agreement, this Agreement shall govern and control. The Governing Law shall supersede any conflict between its terms and this Agreement provided that the Governing Law shall be interpreted and applied in a manner consistent with the terms of the RAB Law.

Section 20.2 Oral Representations

There have been no oral representations made by any of the Parties hereto which are not contained in this Agreement. This Agreement, the City's Ordinance approving this Agreement, the Application, that certain Subsequent Developer Agreement by and between the Parties to be executed and delivered contemporaneously with this Agreement, and that certain Special Assessment Agreement by and between the Parties to be executed and delivered contemporaneously with this Agreement, constitute the entire Agreement between the Parties, and there shall be no modifications hereto other than by a written instrument executed and delivered by the Parties. In the event of a conflict between this Agreement and the Subsequent Developer Agreement or the Special Assessment Agreement, this Agreement shall control.

Section 20.3 City's Ordinance

The City's Ordinance approving this Agreement is incorporated in this Agreement and a made part hereof as Exhibit 2.

Section 20.4 Good Faith

The covenants of good faith, fair dealing and implied necessity are deemed incorporated into and made a part of this Agreement.

Section 20.5 Grammatical Usage

The bracketing of the letter "s" at the end of a word such as unit(s) shall mean the singular or plural as proper meaning requires and all related verbs and pronouns shall be made to correspond.

Section 20.6 Tentative Financial Plan

A financial plan and detailed representations and covenants by the Entity conforming to N.J.S.A. 40A:20-9 for the undertaking of the Project is included in the Application. The Entity represents that it will diligently attempt to construct the Project in accordance with the information contained in the Application and the terms of the Subsequent Developer Agreement.

Section 20.7 Condominium Sales.

Notwithstanding anything to the contrary contained in Section 9.1, the City expressly agrees and consents to the sale of the Project Components to purchasers upon the filing of the master deed for the Project and to their successors and assigns and that upon the transfer of title to a Project Component by the Entity to a third party purchaser in accordance with the terms of this Agreement, the Entity's obligations under this Agreement with respect to such Project Component shall cease, the tax exemption granted hereby and all obligations related thereto shall continue and inure to and bind each successor in title to the Entity notwithstanding that such persons are not urban renewal entities pursuant to the Governing Law. The proceeds of the sale of any Project Component shall not be included in the Annual Gross Revenue or Net Profit of the Entity or its successors or assigns. Notwithstanding the foregoing, the prior written consent of the City, not to be unreasonably withheld, shall be required prior to the Entity imposing a condominium regime on the Residential Component that converts the individual residential units within the Residential Component into separate, for-sale units.

Section 20.8 Payment of Other Fees for Municipal Services

To the extent that the City collects fees from property owners for the provision of certain services provided by the City or its agents, the Entity or other Responsible Party agrees to make payments for such municipal services, including without limitation water and sewer charges and connection fees, if and to the extent applicable, and any services that create a lien on parity with or superior to the lien for the Land Taxes and Annual Service Charges, as required by law. Nothing herein is intended to release the Entity or other Responsible Party from its obligation to make such payments.

Section 20.9 Severability

A. If any term, covenant or condition of this Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term,

covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

B. If any portion of this Agreement shall be judicially declared to be invalid and unenforceable and provided that a default has not been declared pursuant to this Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore the Agreement to the manner and economic effect contemplated by the Parties, including, but not limited to the authorization and amendment of this Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

Section 20.10 Certification

The City shall certify to the City Tax Assessor, pursuant to the Governing Law, that this Agreement entered into by the City and the Entity has been lawfully entered into and is in effect pursuant to the Governing Law. The delivery by the City to the City Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon the delivery of the certification as required hereunder, the City Tax Assessor shall implement the tax exemption upon Substantial Completion of the Project and continue to enforce the tax exemption without further certification by the City until the Termination of this Agreement. Further, upon the adoption of this Agreement, the Ordinance shall be transmitted to the Director of the New Jersey Division of Local Government Services in the Department of Community Affairs by the City.

Section 20.11 Estoppel Certificate

Within thirty (30) days following written request therefor by the Entity, or any mortgagee, purchaser, tenant or other party having an interest in the Project, the City shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect, (ii) to the best of the City's knowledge, no Default has occurred under this Agreement (nor any event which, with the passage of time and the giving of notice would result in the occurrence of a Default) or stating the nature of any Default; and (iii) stating any such other reasonable information as may

be requested. In the event the estoppel certificate discloses a Default, it shall be identified with reasonable detail.

Section 20.12 Exhibits and Schedules

Schedule 1

– Minimum Annual Service Charge Payments

Exhibit 1 - The Application

Exhibit 2 – Ordinance authorizing the execution of this Agreement

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AP BLOCK 4001 VENTURE URBAN
RENEWAL LLC



Brian A. Cheripka, Senior Vice President
an Authorized Representative

THE CITY OF ASBURY PARK

John Moor, Mayor

[SEAL]

ATTEST:

Melody Hartsgrove, RMC, City Clerk

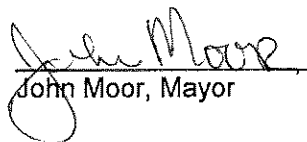
IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AP BLOCK 4001 VENTURE URBAN
RENEWAL LLC



Brian A. Cheripka, Senior Vice President
an Authorized Representative

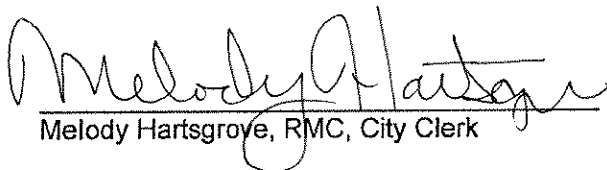
THE CITY OF ASBURY PARK



John Moor, Mayor

[SEAL]

ATTEST:



Melody Hartsgrove, RMC, City Clerk

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 2021, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

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

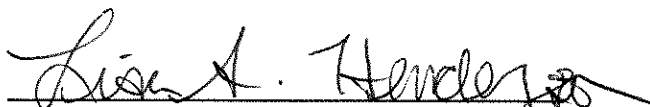
Notary Public

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on January 27, 2022, Brian A. Cheripka personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as authorized representative of AP Block 4001 Venture Urban Renewal LLC; and
- (c) executed the instrument as the act of AP Block 4001 Venture Urban Renewal LLC.


Notary Public

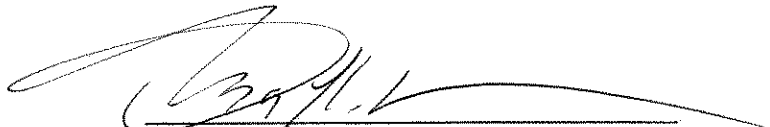
LISA S. HENDERSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/9/2023

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on July 26, 2021, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

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



Notary Public

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on January 27, 2022, Brian A. Cheripka personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as authorized representative of AP Block 4001 Venture Urban Renewal LLC; and
- (c) executed the instrument as the act of AP Block 4001 Venture Urban Renewal LLC.



Notary Public

LISA S. HENDERSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/9/2023

MARY K. CALLAHAN
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2209527
My Commission Expires 7/30/2023

SCHEDULE 1

Year During the Term	Minimum Annual Service Charge
1	\$0
2	\$0
3	\$0
4	\$694,000
5	\$707,880
6	\$722,038
7	\$736,478
8	\$751,208
9	\$766,232
10	\$781,557
11	\$797,188
12	\$813,132
13	\$829,394
14	\$845,982
15	\$862,902
16	\$880,160
17	\$897,763
18	\$915,718
19	\$934,033
20	\$952,713
21	\$971,768
22	\$991,203
23	\$1,011,027
24	\$1,031,247
25	\$1,051,872
26	\$1,072,910
27	\$1,094,368
28	\$1,116,255
29	\$1,138,581
30	\$1,161,352

EXHIBIT 1
Application

APPLICATION FOR LONG TERM TAX EXEMPTION

RESIDENTIAL RENTAL PROJECT WITH GROUND FLOOR RETAIL

OFFICE OF THE
CITY MANAGER
MUNICIPAL BUILDING
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07102

AP Block 4001 Venture Urban

Renewal LLC

Name of Applicant

1089 Ocean Avenue, 3rd Floor,

Asbury Park, NJ 07712

Address of Applicant

203 Third Ave.

205 Third Ave.

207 Third Ave.

209 Third Ave.

211 Third Ave.

215 Third Ave.

202 Fourth Ave.

210 Fourth Ave.

214-216 Fourth Ave.

218 Fourth Ave.

218 ½ Fourth Ave.

1101 Kinglsey Street

Address of Project Site

THE UNDERSIGNED, ON BEHALF OF AND WITH THE POWER AND INTENT TO BIND THE APPLICANT, HEREBY CERTIFIES TO THE CITY AS FOLLOWS, AND HEREBY ACKNOWLEDGES THAT THE STATEMENTS CONTAINED HEREIN ARE MADE IN INDUCEMENT OF A TAX ABATEMENT PURSUANT TO THE LONG TERM TAX EXEMPTION LAW:

SECTION A: APPLICANT INFORMATION

1. Name of Applicant: AP Block 4001 Venture Urban Renewal LLC

2. Address of Applicant:

Corporate Address: c/o iStar Inc.
1114 Avenue of the Americas
39th Floor
New York, NY 10036

Local Address: 1089 Ocean Avenue, 3rd Floor
Asbury Park, NJ

SECTION B: PROPERTY INFORMATION

3. Identification of Property:

- a. State the street address of the proposed project site (the "Project Site"), according to the currently effective tax map of the City (the "Official Map"):

203 Third Ave., 205 Third Ave., 207 Third Ave., 209 Third Ave., 211 Third Ave., 215 Third Ave., 202 Fourth Ave., 210 Fourth Ave., 214-216 Fourth Ave., 218 Fourth Ave., 218 ½ Fourth Ave., 1101 Kinglsey Street

- b. State the block(s) and lot number(s) corresponding to the Project Site on the Official Map:

Block 4001, Lots 2 through 15

- c. Identify the designated Redevelopment Area in which the Project Site is located:
Waterfront Redevelopment Area

- d. Provide a metes and bounds description of the Project Site:
Please See Schedule 3(d).

- e. Attach a sealed copy of a survey of the Project Site OR provide a plotting thereof drawn from the Official Map.

Please See Schedule 3(e).

4. Current Assessment and Tax Status of the Project Site:

a. Current Assessment

<u>BLOCK</u>	<u>LOT</u>	<u>LAND</u>	<u>IMPROVEMENTS</u>	<u>TOTAL</u>
4001	2	281,000	0	281,000
4001	3	278,200	0	278,200
4001	4	1,068,200	0	1,068,200
4001	5	528,300	0	528,300
4001	6	518,100	10,500	528,600
4001	7	507,900	17,500	525,400
4001	8	1,707,300	52,100	1,759,400
4001	9	492,600	16,800	509,400
4001	10	758,300	25,200	783,500
4001	11	518,500	10,500	529,000
4001	12	528,600	0	528,600
4001	13	558,200	0	558,200
4001	14	549,000	0	549,000
4001	15	559,200	0	559,200

b. Current Tax Status

<u>BLOCK</u>	<u>LOT</u>	<u>ANNUAL PROPERTY TAXES</u>	<u>WATER/SEWER</u>	<u>TOTAL</u>
4001	2	4128.08	\$320	4448.08
4001	3	4088.70	\$320	4408.70
4001	4	15,696.45	0	15,696.45
4001	5	7763.18	0	7763.18
4001	6	7766.33	0	7766.33
4001	7	7720.65	\$320	8040.65
4001	8	25,853.63	0	25,853.63
4001	9	7485.98	0	7485.98
4001	10	11,514.83	0	11,514.83
4001	11	7772.63	0	7772.63
4001	12	7776.90	0	7776.90
4001	13	8201.03	0	8201.03
4001	14	8067.15	0	8067.15
4001	15	8216.78	0	8216.78
TOTAL		132,052.32	\$960	133,012.32

c. Merger

If the Project Site is comprised of more than one lot on the Official Map, the Applicant hereby represents to the Mayor and Council that the Applicant will simultaneously herewith apply to the Tax Assessor or Planning Board upon site plan approval in writing for a merger of the lots into one or more lots, as proper land assessment requires. Applicant's failure to make such petition shall permit the assessor to make a merger of lots in a manner deemed appropriate to him or her and the Applicant shall be bound thereby and to the merger's effective date and the valuation of the land.

Applicant has applied to the City Council, as the redevelopment entity, for authorization to apply to the Planning Board for preliminary and final major site plan and subdivision approval. The existing Lots 2-15 are proposed to be consolidated into three tax lots: one consisting of the main mixed-use building; one consisting of 10 townhome-style rental units; and another one consisting of 10 townhome-style units. The Financial Agreement would apply to all three lots.

SECTION C. MUNICIPAL ASSISTANCE REQUESTED

5. What type of Tax Abatement is the Applicant requesting? (Note: if the proposed project incorporates more than one type of use, identify the type of Tax Abatement requested for each use.)

a. _____ Long Term Commercial.

Industrial Project with an annual service charge equal to fixed percent of annual gross revenue (*N.J.S.A. 40A:20-12*).

b. _____ Long Term Commercial.

Industrial Project with an annual service charge equal to 2% of total project cost (*N.J.S.A. 40A:20-12*). (Owner Occupied only).

c. x Long Term Residential Project.

Annual service charge based on the formula established pursuant to *N.J.S.A. 40A:20-12(b)(1)*.

An annual service charge and special assessment will both be levied on this project, a portion of which will be pledged to support a Redevelopment Area Bond. Thus, the annual service charge will be calculated in accordance with the terms set forth in the Financial Agreement, which will supersede *N.J.S.A. 40A:20-12(b)(1)*.

d. _____ Long Term Residential Condominium.

Annual service charge based on the formula established pursuant to *N.J.S.A. 40A:20-12(b)(1)*.

6. The requested duration of Tax Abatement is 30 years.

SECTION D: PROJECT INFORMATION

7. Please describe the purpose of the project. Include a detailed description of the improvements to be made to the Project Site.

On the eastern portion of the Property, Applicant proposes a mixed-use building consisting of 206 dwelling units, 4,600 square feet of retail and an enclosed parking garage. On the western portion of the Property, Applicant proposes 20 townhomes with related parking and amenities. The proposed Project will be constructed in three phases.

Subdivision

Applicant proposes to consolidate 14 tax lots to create three tax lots. The first lot, measuring 78,173 sf, will house the multi-family apartment building and will have frontage on Kingsley Street, Third Avenue, and Fourth Avenue. The second lot, measuring 17,403 sf, will front on Fourth Avenue and will contain 10 townhomes. The third lot, measuring 17,403 sf, will front on Third Avenue and will contain 10 additional townhomes. All proposed lot areas comply with the Waterfront Redevelopment Plan.

Phase I (Multi-Family, Mixed Use Building)

Phase I will consist of the 206 apartment-style dwelling units and related facilities on the eastern portion of the Property. The proposed mixed-use building varies in height from 3 to 6 stories, a maximum height of 6 stories is permitted on Block 4001. The 3-story portion of the building creates an east-west opening between the two 6-story portions of the building along Third and Fourth Avenues. An amenity deck with a swimming pool and seating areas will be located above the third story. Approximately 4,600 of commercial space, split into at least two units, will front on Kingsley Avenue to provide a pedestrian connection to the street level. A total of 247 parking spaces will be provided on-site within the parking garage. An additional 60 parking spaces will be provided within the existing parking garage located directly across Kingsley Street in the Asbury Ocean Club (pursuant to Ordinance 2019-38).

Phases II and III (Townhomes)

Phases II and III are proposed to consist of 20 townhomes on a 0.8-acre portion of the Property. The townhouses are configured as four separate buildings which each contain five attached dwellings. The overall tract would be subdivided into two new tax lots (proposed Lots 2.02 and 2.03). Each lot, which will be constructed as its own phase, will contain two buildings consisting of a total of 10 townhouse dwellings. The buildings will be 4 stories, which is consistent with the maximum height permitted in this portion of Block 4001 in the Waterfront Redevelopment Plan. An internal courtyard amenity space for residents will be located between and overlap the two lots. Access will be provided via driveways from Third Avenue (for Buildings 1 and 2) and Fourth Avenue (for Buildings 3 and 4). Each townhouse dwelling will have two parking spaces in a first-story garage accessed from an internal driveway. The parking supply (42 spaces) exceeds the minimum number of spaces required by the WRP (1.5 spaces per unit).

8. Please provide a detailed break down of the total estimated project cost OR the total estimated Annual Gross Revenue pursuant to *N.J.S.A. 40A:20-3(h)*. Attach substantiation of the assumptions utilized therein as may be necessary.

a. If providing a break down of total estimated project cost, please attach a signed and sealed architect's certification as to the construction costs. Please also see *N.J.S.A. 40A:20-8* and comply therewith. N/A

b. If providing a break down of Annual Gross Revenue, please attach a tentative financial plan for the Project, including but not limited to the following information, as appropriate: a schedule of rents; estimated expenditures for operation and maintenance; payments for interest, amortization of debt and reserves; payments to the City to be made pursuant to a financial agreement to be entered into with the City; and anticipated rate of return (to demonstrate satisfaction of constitutional but-for test).

Please see Schedule 8.

9. Describe the method of financing the project, including but not limited to a recapitulation of relevant financing terms (to the extent known), and the identification of funding sources.

Please see Schedule 9.

10. Provide the currently estimated project schedule, including the anticipated project completion date.

Submission to Asbury Park Planning Board:	Within 60 days of full execution of the Subsequent Developer Agreement by all parties.
Anticipated Planning Board Adjudication of the matter:	Within 60 days of Planning Board Application being deemed complete.
Commencement of Construction for Phase I:	Within 180 days after receipt of all Governmental Approvals (including Building Permits) authorizing Commencement of Construction.
Project Completion Date (Phase I):	The outside Construction Completion date for Phase I is no later than twenty four (24) months after receipt of Building Permits for Phase I
Project Completion Date (Phases II and III)	The outside Construction Completion date for Phases II and III is anticipated to be no later than thirty-six (36) months after receipt of Building Permits for Phase I.

11. Disclosure Statement:

- a. Name of Corporation, Partnership or Entity:

AP Block 4001 Venture Urban Renewal LLC

- b. Principal place of business:

1089 Ocean Avenue, 3rd Floor, Asbury Park, NJ

- c. Name of statutory agent and address, but if applicant is not a corporation the one with related address upon whom legal process may be served is:

**Corporation Services Company
Princeton South Corporate Center
100 Charles Ewing Blvd, Suite 160
Ewing, NJ 08628**

- d. Incorporated in the State of New Jersey.

The following represents the name and addresses of all stock holders or partners owing a 10% or greater interest in the above corporation or partnership. If one or more of the above named s itself a corporation, partnership, or entity, I have annexed hereto the names and addresses of anyone owing a 10% or greater interest therein.

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Percent Owned</u>
Asbury Partners LLC	c/o iStar Inc. 1114 Avenue of the Americas 39th Floor New York, NY 10036	100%

See Attached Schedule 11(d) for a Two-Page Chart disclosing the ownership of Asbury Partners.

- e. Name of Directors for Applicant

**Brian Cheripka, President
David Furgal, Treasurer
Geoffrey Dugan, Secretary
c/o iStar Inc.
1114 Avenue of the America
39th Floor
New York, NY 10036**

12. Please list all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any agreement concerning tax exemption that is currently in force and effect with the City of Asbury Park.

Applicant does not have any interest in any existing tax exemption.

Asbury Partners LLC has or had an interest in the following urban renewal entities, each of which is a party to Financial Agreement and a Special Assessment Agreement with the City of Asbury Park:

AP Block 146 Developer Urban Renewal LLC
 AP at Monroe Urban Renewal LLC
 AP at South Grand Urban Renewal LLC
 210 5th Ave. Venture Urban Renewal LLC
 AP Block 176 Venture Urban Renewal LLC

13. Please list all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any other contract or agreement that is currently in force and effect with the City of Asbury Park.

Applicant does not currently have any interest in any agreement or contract with the City of Asbury Park, but seeks to enter into a Subsequent Developer Agreement and other agreements in support of the Project.

Asbury Partners LLC is the Master Developer of the Waterfront Redevelopment Area pursuant to the Amended and Restated Redeveloper and Land Disposition Agreement dated October 28, 2002, as has been amended ("Master Redeveloper Agreement").

Asbury Partners LLC and the City of Asbury Park are also parties to the Project Finance Agreement, dated December 20, 2012, and the Master Special Assessment Agreement, dated May 15, 2013, each of which have been amended.

Entities in which Asbury Partners LLC has or had an interest have entered into many contracts with the City of Asbury Park, including by not limited to:

AP Block 146 Developer Urban Renewal LLC

- Subsequent Developer Agreement
- Financial Agreement
- Special Assessment Agreement
- Trust Indenture
- Pledge and Assignment Agreement
- Administrative Services Agreement

AP at Monroe Urban Renewal LLC

- Subsequent Developer Agreement
- Financial Agreement
- Special Assessment Agreement
- Trust Indenture
- Bond Purchase Agreement
- Placement Agent Agreement
- Administrative Services Agreement

AP at South Grand Urban Renewal LLC

- Subsequent Developer Agreement
- Financial Agreement
- Special Assessment Agreement
- Trust Indenture
- Bond Purchase Agreement
- Placement Agent Agreement
- Administrative Services Agreement

210 5th Ave. Venture Urban Renewal LLC

- Subsequent Developer Agreement
- Financial Agreement
- Special Assessment Agreement
- Trust Indenture
- Bond Purchase Agreement
- Placement Agent Agreement
- Administrative Services Agreement

AP Block 176 Venture Urban Renewal LLC

- Subsequent Developer Agreement
- Financial Agreement
- Special Assessment Agreement
- Trust Indenture
- Placement Agent Agreement
- Administrative Services Agreement

AP Triangle, LLC

- Subsequent Developer Agreement
- *Request for Financial Agreement and Special Assessment Agreement Pending*

In addition, as Master Developer, Asbury Partners LLC is party to all subsequent developer agreements in the Waterfront Redevelopment Area, even if Asbury Partners LLC is not affiliated with the Subsequent Developer.

- 14. Describe the number and manner of temporary jobs (including skill level and any certifications or memberships needed) to be created by the Project during the construction period. Please also describe the number and manner of permanent jobs (including skill level and any certifications or memberships needed) to be created by the Project within one year after completion.**

During the construction period, the project will generate 270 direct jobs in construction and 56 direct jobs in architectural, engineering, and other professional services. At completion, the retail portion of the Project is expected to directly employ approximately 8 workers on-site.

Please also see the Economic Impact Analysis, dated January 7, 2021, by Keenan Hughes and Dijia Chen of Phillips, Preiss, Grygiel, Leheny, Hughes, LLC, attached as **Schedule 14**, which sets forth the indirect employment impacts both during the construction phase and operational phase of the Project.

- 15. Please provide any further information that you wish the City to consider, for example, public benefits that will accrue to the City, its residents or the surrounding community from construction of the Project. For illustrative purposes only, will the undertaking of the Project include the remediation of any environmental hazards? Will the Project serve to enhance, preserve or reuse any property or building of historic interest? Will the Project provide expanded or rehabilitated open space or recreational facilities?**

This Project would be the first large rental project to be constructed in the Waterfront Redevelopment Area. It will provide a variety of rental opportunities from one bedroom apartments up to townhome-style rentals.

16. The proposed Project complies with the Waterfront Redevelopment Plan as adopted and on file with the City Planning Board.
17. The undertaking conforms to all applicable municipal ordinances; its completion will meet an existing need, and the Project accords with the Master Plan of the City as it currently exists or as it will be amended.
18. The construction of the Project has not commenced nor will it commence prior to the final approval and execution of a Financial Agreement between the City and the Applicant.
19. No office or employee of the City has any direct or indirect personal or financial interest in the Project which is the subject of this application.
20. Please state any exception(s) to the statements made (#1 to #19 above).

The proposed terms for the requested tax exemption are set forth in the draft Financial Agreement and Special Assessment Agreement annexed hereto as Schedule 20.

21. I certify that all the foregoing statements made by me are true. I am aware that if of the foregoing statements made by me are willfully false, I am subject to punishment.

Brian A Cheripka

Signature

Print Name and Title

February 3, 2021

Date

Applicant(s) shall submit ten (10) copies executed in the original. Where the Applicant is other than an individual person the signature on the application shall be certified as to its authenticity and authority by the submission of a notarized corporate resolution bearing the seal of the corporation and the signature of the secretary of the corporation or similar bona fide evidence.

Schedule 3(d)
Metes and Bounds Description



DATE: August 18, 2017

DESCRIPTION OF BLOCK 4001, LOTS 2 THROUGH 15 IN THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY.

BEING all of Tax Lots 2 through 15, Block 4001 as shown on a plan entitled, "Boundary and Topographic Survey, Block 4001, Lots 2 through 15," prepared by Bowman Consulting Group, Ltd., project 080639, more particularly described as follows:

BEGINNING at a point being the intersection of the westerly line of Kingsley Street (75' wide) and the northerly line of Third Avenue (variable width) as shown on said Boundary and Topographic Survey, and running; Thence

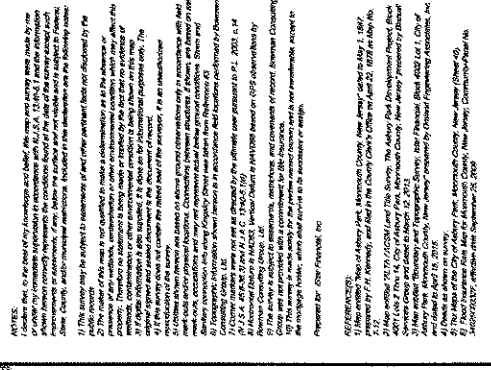
1. Along the northerly line of said Third Avenue, North 77° 51' 39" West, a distance of 425.59 feet to a point in the easterly line of Tax Lot 16, Block 4001, now or formerly Ambassador Development, LLC; Thence
2. Along the easterly line of said Tax Lot 16 and the easterly line of Tax Lot 1, Block 4001, now or formerly 220 Fourth Avenue, LLC, North 15° 09' 07" East, a distance of 289.47 feet to a point in the southerly line of Fourth Avenue (variable width); Thence
3. Along the southerly line of said Fourth Avenue, South 71° 50' 07" East, a distance of 425.59 feet to a point in the westerly line of said Kingsley Street; Thence
4. Along the westerly line of said Kingsley Street, South 15° 09' 07" West, a distance of 244.77 feet to a point and the PLACE OF BEGINNING.

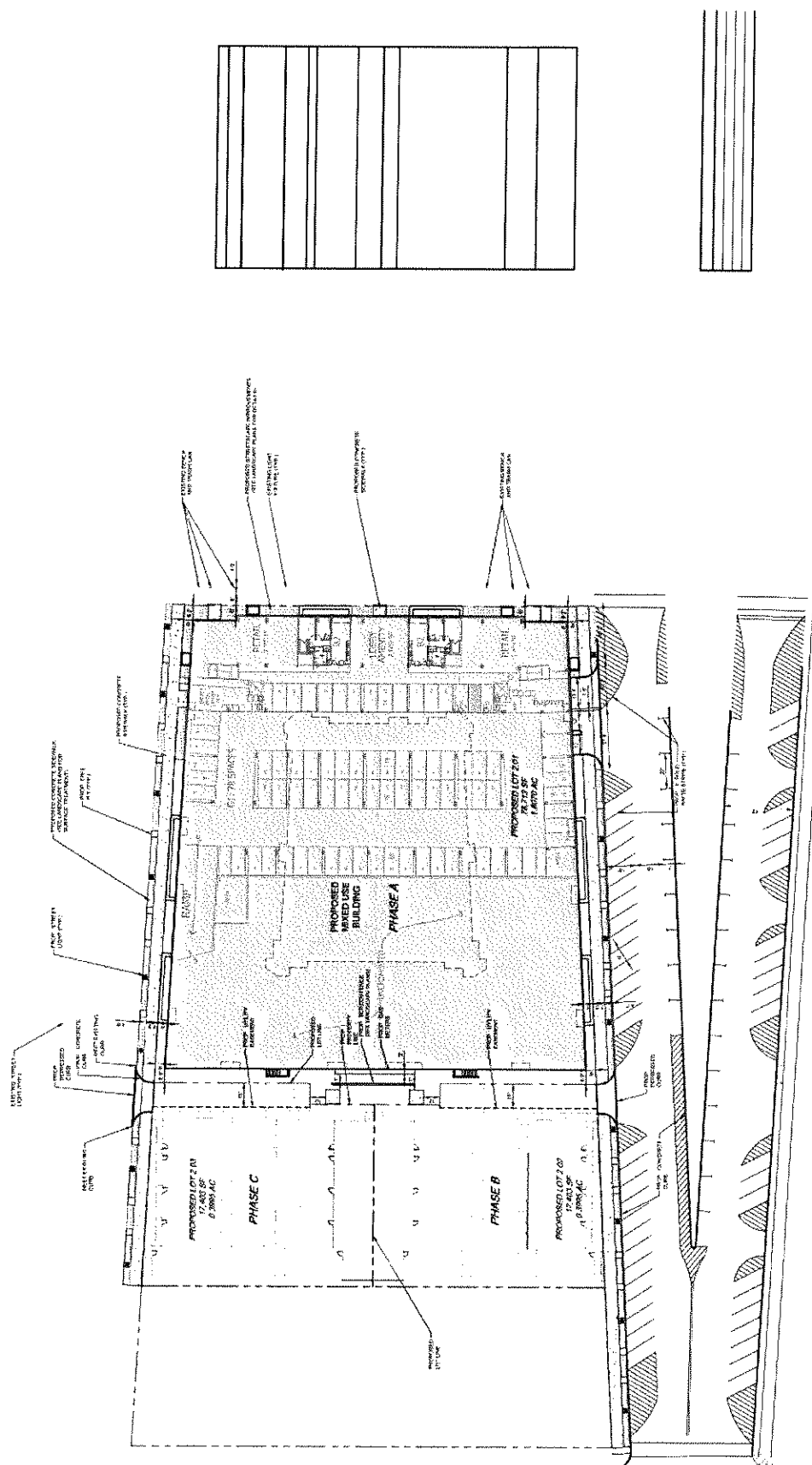
Containing 113,520 square feet or 2.6061 acres. Subject to easements and restrictions of record.

This description was prepared by:

Martin F. Tirella, PLS, Lic. 27477
Bowman Consulting Group, Ltd.

Schedule 3(e)
Survey and Concept Plan for Subdivision





Schedule 8
Financial Plan

Block 4001
PILOT Schedule

Residential Assumptions (Multi-family)

Number of Units	206
Average Unit Size	833
Net Sellable	171,700
Untrended Rent/SF (Monthly)	\$2.83
Gross Potential Revenue	\$485,426
Residential GPR (Annually)	\$5,825,114

Residential Assumptions (Townhome)

Number of Units	20
Average Unit Size	2,301
Net Sellable	46,028
Untrended Rent/SF (Monthly)	\$2.10
Gross Potential Revenue	\$96,659
Residential GPR (Annually)	\$1,159,906

Retail Component	\$124,200
Other Income (Amenity & Pet Fees)	\$202,247
Vacancy	(\$349,251)
Total Estimated AGR	\$6,962,216

Annual Service Charge

Annual Per Unit	\$364.08
Total Number of Units	226
Total Annual Service Charge	\$82,282

SUMMARY OF OPERATIONS

Revenue	\$7,311,467
Vacancy	(\$349,251)
Total Adjusted Gross Revenue	\$6,962,216
Payroll	(\$404,088)
R&M / Fixed Costs	(\$297,006)
Marketing	(\$84,750)
Taxes (incl. SA)	(\$782,486)
G&A	(\$57,630)
Utilities	(\$108,254)
Insurance	(\$72,320)
Management Fee	(\$239,331)
FF&E Reserve	(\$97,406)
Total Expenses	(\$2,143,270)
Net Operating Income	\$4,818,946

Return on Costs **5.50%**

2% increase 9.86% of AGR

PILOT SCHEDULE				
Year	AGR	PILOT	Admin Fee	Total
1	\$6,962,216	\$686,475	\$13,729	\$700,204
2	\$7,101,460	\$700,204	\$14,004	\$714,208
3	\$7,243,490	\$714,208	\$14,284	\$728,492
4	\$7,388,359	\$728,492	\$14,570	\$743,062
5	\$7,536,127	\$743,062	\$14,861	\$757,923
6	\$7,686,849	\$757,923	\$15,158	\$773,082
7	\$7,840,586	\$773,082	\$15,462	\$788,543
8	\$7,997,398	\$788,543	\$15,771	\$804,314
9	\$8,157,346	\$804,314	\$16,086	\$820,401
10	\$8,320,493	\$820,401	\$16,408	\$836,809
11	\$8,486,903	\$836,809	\$16,736	\$853,545
12	\$8,656,641	\$853,545	\$17,071	\$870,616
13	\$8,829,773	\$870,616	\$17,412	\$888,028
14	\$9,006,369	\$888,028	\$17,761	\$905,789
15	\$9,186,496	\$905,789	\$18,116	\$923,904
16	\$9,370,226	\$923,904	\$18,478	\$942,382
17	\$9,557,631	\$942,382	\$18,848	\$961,230
18	\$9,748,783	\$961,230	\$19,225	\$980,455
19	\$9,943,759	\$980,455	\$19,609	\$1,000,064
20	\$10,142,634	\$1,000,064	\$20,001	\$1,020,065
21	\$10,345,487	\$1,020,065	\$20,401	\$1,040,466
22	\$10,552,397	\$1,040,466	\$20,809	\$1,061,276
23	\$10,763,444	\$1,061,276	\$21,226	\$1,082,501
24	\$10,978,713	\$1,082,501	\$21,650	\$1,104,151
25	\$11,198,288	\$1,104,151	\$22,083	\$1,126,234
26	\$11,422,253	\$1,126,234	\$22,525	\$1,148,759
27	\$11,650,698	\$1,148,759	\$22,975	\$1,171,734
28	\$11,883,712	\$1,171,734	\$23,435	\$1,195,169
29	\$12,121,387	\$1,195,169	\$23,903	\$1,219,072
30	\$12,363,814	\$1,219,072	\$24,381	\$1,243,454
Total	\$27,848,952	\$556,979		\$28,405,931

Schedule 9

Project Financing Plan

Block 4001 is currently owned by an affiliate of iStar and Asbury Partners, LLC. The land is not encumbered by any unrelated third-party debt and represents a portion of the required equity for the project. The remaining equity will be funded via third party institutional investors utilizing a customary joint venture ("JV") structure.

An affiliate of iStar, or Asbury Partners, LLC, will likely serve as the General Partner ("GP") of the JV and remain responsible for the development and construction of the project.

The JV anticipates obtaining third-party debt financing to facilitate the vertical construction of the project, in the approximate amounts specified below. iStar, Asbury Partners, LLC, or an affiliate, may choose to fund pre-development costs, serve as a Limited Partner ("LP") on the project and/or provide financing if third-party debt is not available.

Block 4001 – Sources & Uses		
Description	Amount	Notes
Equity	\$30,639,514	Includes Land
Construction Loan	\$56,900,000	
Total Sources	\$87,539,514	
Land Costs	\$7,187,463	
Soft Costs	\$19,149,518	
Hard Costs	\$61,202,533	
Total Uses	\$87,539,514	

Schedule 11(d)
Corporate Disclosure Chart

Asbury Ocean Club
Asbury Beach Club
Effective April, 2019

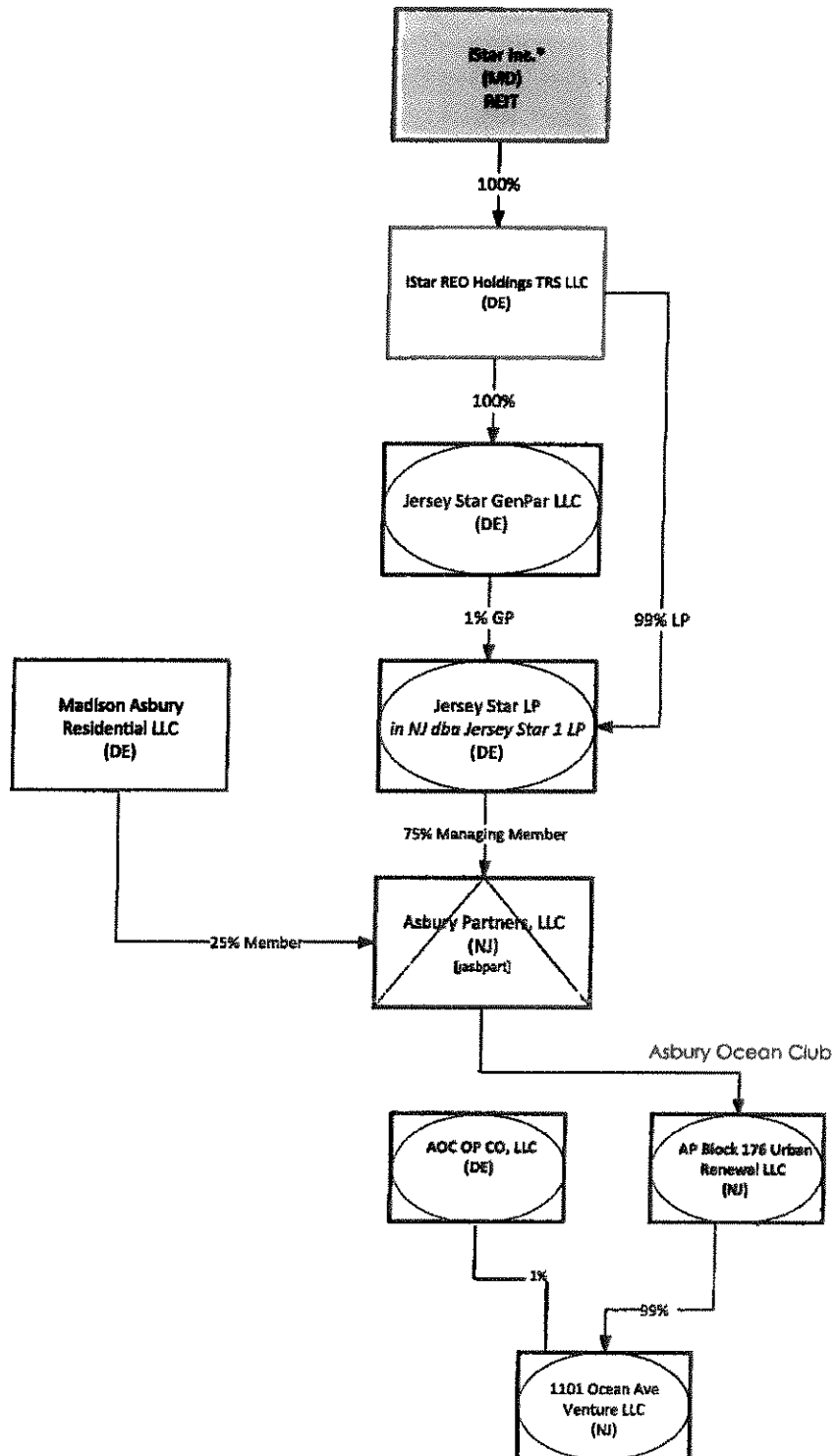
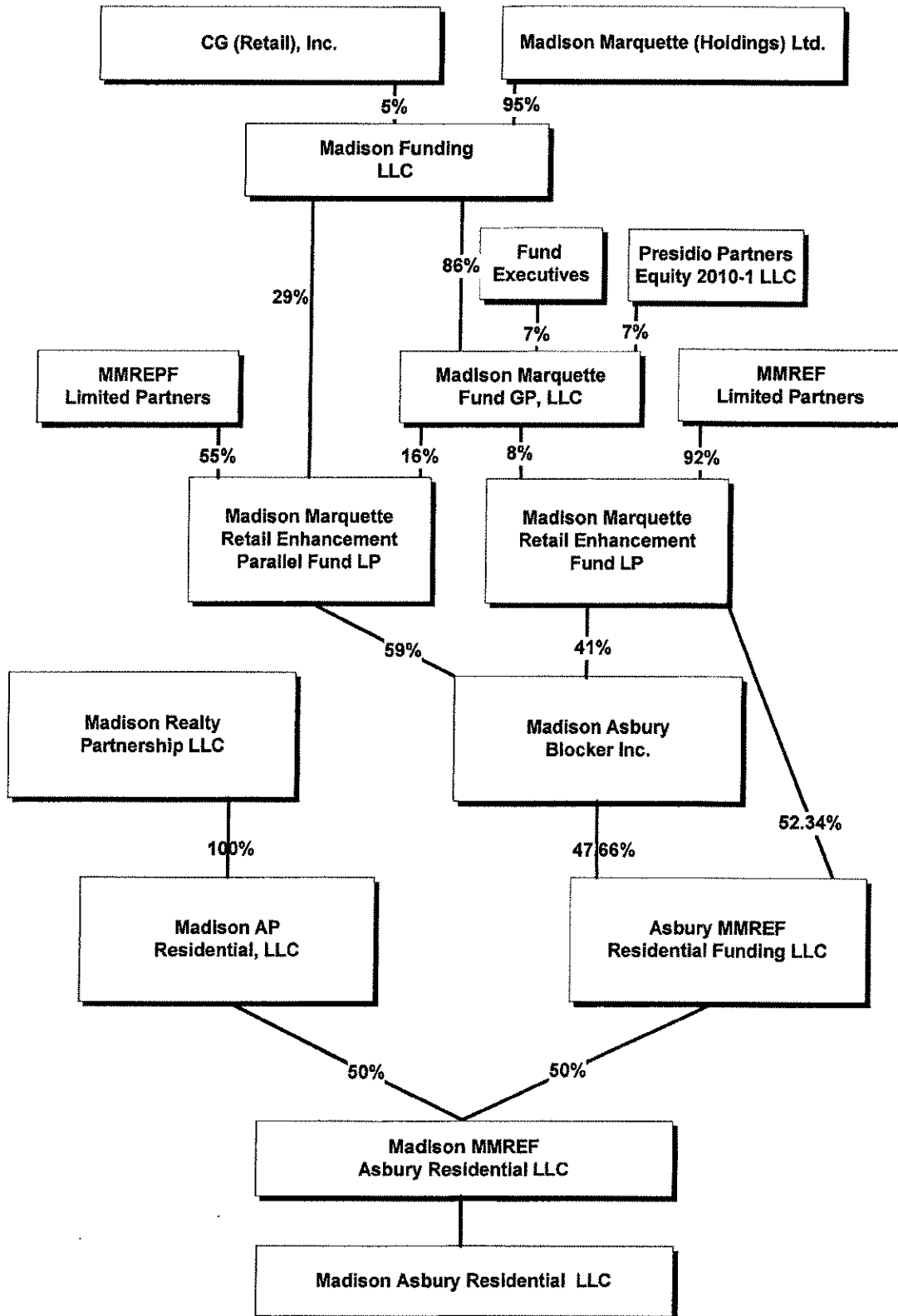
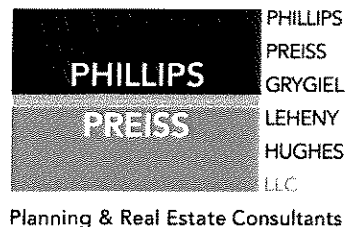


CHART 2 OWNERSHIP DIAGRAM OF NON MANAGING MEMBER MADISON ASBURY RESIDENTIAL LLC



Schedule 14
Economic Impact Analysis



MEMORANDUM

To: David J. Furgal
iStar

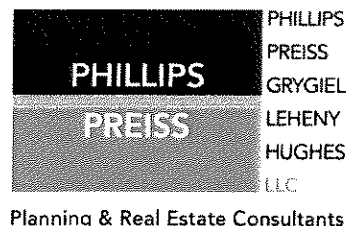
From: Keenan Hughes, AICP, PP, CRE
Dijia Chen, AICP, PP

Date: January 7, 2021

Re: Economic Impact Analysis of Block 4001 Project in Asbury Park, NJ

This memorandum analyzes the potential economic impacts of the proposed mixed residential and retail development on Block 4001 in the City of Asbury Park, NJ. The project proposes 206 multifamily and 20 townhouse rental units, as well as 4,600 square feet of ground floor retail space. Economic impacts were analyzed at the Monmouth County level to determine the ripple effects to both the City and nearby areas using the US Bureau of Economic Analysis (BEA) Regional Input-Output Modeling System (RIMS-II) multipliers with 2018 regional data. As discussed in detail in the following sections, the proposed project will generate significant economic activity during both construction and operational phases. The main findings of the analysis are as follows:

- During the construction phase, the project will generate significant temporary impacts totaling 584 jobs (including 270 direct jobs in construction and 56 direct jobs in architectural, engineering, and other professional services), approximately \$35.9 million in labor income, and approximately \$132.6 million in economic output to Monmouth County.
- At completion, the retail portion is expected to directly employ approximately 8 workers on-site and additionally generate economic ripple effects in the county. The resulting overall economic impacts amount to approximately \$1.6 million in economic output, \$385,795 in labor income, and 11 jobs.
- Additionally, residential real estate leasing and property management activity is expected to generate economic impacts totaling approximately \$9.2 million in economic output, \$1.3 million in labor income, and 45 jobs.
- The combined economic impact of the mixed-use development during the operational phase is approximately \$10.7 million in economic output, \$1.7 million in labor income, and 56 jobs.



I. ECONOMIC IMPACT ANALYSIS MODEL

This analysis considered both the temporary impacts during construction and the ongoing impacts from operations of the proposed development. Table 1 below summarizes the multipliers derived from RIMS-II for industry sectors applicable to the proposed development. It should be noted that multipliers for "Construction of Residential Structures" were applied to the entire project because the retail space is a minor component that will be constructed concurrently with the residential component, and RIMS-II does not include a industry sector for construction of mixed-use structures. Additionally, because the RIMS-II multipliers were developed in 2018 dollars, all inputs for calculating Employments were deflated from 2020 to 2018 dollars based on the Consumer Price Index (CPI).¹

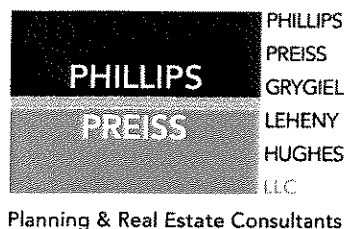
Table 1: RiMS-II Final Demand Multipliers for Relevant Industry Sectors

	Economic Output Multipliers	Labor Income Multipliers	Employment Multipliers*
Construction of Residential Structures (2334B0) – Construction Phase			
Direct Impact	1.0000	0.3056	4.5525
Indirect Impact	0.3427	0.0717	1.4197
Induced Impact	0.3667	0.0804	1.9295
Architectural, Engineering, and Related Services (541300) – Construction Phase			
Direct Impact	1.0000	0.3126	3.6635
Indirect Impact	0.3720	0.0954	1.7749
Induced Impact	0.3964	0.0868	2.0860
Retail (480000) – Operational Phase			
Direct Impact	1.0000	0.2745	8.8660
Indirect Impact	0.3649	0.0671	1.4841
Induced Impact	0.3319	0.0727	1.7467
Real Estate (531000) – Operational Phase			
Direct Impact	1.0000	0.1185	5.3340
Indirect Impact	0.2835	0.0560	1.1463
Induced Impact	0.1696	0.0372	0.8924

*Employments are per \$1 million in final demand.

Sources: US Bureau of Economic Analysis, 2018 RIMS-II Multipliers for Monmouth County, NJ; Analysis by Phillips Preiss LLC.

¹ The deflator ratio of 1.032 was utilized based on the November 2018 CPI of 252.038 and November 2020 CPI of 260.229. Due to ongoing economic uncertainty caused by the coronavirus pandemic, no projection of inflation rates were made for this analysis.



Planning & Real Estate Consultants

II. CONSTRUCTION PHASE IMPACTS

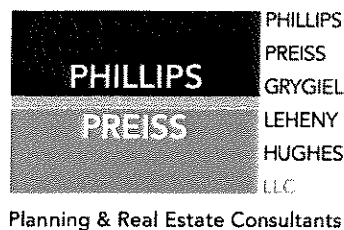
The estimated construction cost of the development is \$61,202,533, inclusive of all commodities and services purchased in relation to the construction activity. Additionally, \$15,949,374 is expected to be spent on soft costs for architectural, engineering, and other professional services.

Based on the multipliers in Table 1, it is estimated that these increases in final demand (i.e. direct economic output) will generate approximately 270 jobs and \$18.7 million in labor income directly in the construction sector, as well as 56 jobs and \$5 million in labor income directly in the architectural, engineering, and other related services sector. During the construction phase, the project will additionally generate indirect and induced impacts totaling 258 jobs, \$12.2 million in labor income, and \$55.6 million in economic output. The combined economic impact of the project during the construction phase totals \$132.6 million in economic output, \$35.9 million in labor income, and 584 jobs. It should be noted that these impacts are temporary in nature, and represent cumulative figures during the entire construction timeframe (see Table 2).

Table 2: Economic Impacts of Project to Monmouth County - Construction Phase

	Economic Output	Labor Income	Employment
Construction of Residential Structures (2334B0)			
Direct Impact	\$61,202,533	\$18,703,494	270
Indirect Impact	\$20,974,108	\$4,388,222	84
Induced Impact	\$22,442,969	\$4,920,683	114
Aggregate Impact	\$104,619,610	\$28,012,399	468
Architectural, Engineering, and Related Services (541300)			
Direct Impact	\$15,848,374	\$4,954,201	56
Indirect Impact	\$5,895,595	\$1,511,935	28
Induced Impact	\$6,282,296	\$1,375,639	32
Aggregate Impact	\$28,026,265	\$7,841,775	116
Combined Construction Phase Impacts			
Direct Impact	\$77,050,907	\$23,657,695	326
Indirect Impact	\$26,869,703	\$5,900,157	112
Induced Impact	\$28,725,265	\$6,296,322	146
Aggregate Impact	\$132,645,875	\$35,854,174	584

Sources: US Bureau of Economic Analysis, 2018 RIMS-II Multipliers for Monmouth County, NJ; Analysis by Phillips Preiss LLC.



III. OPERATIONAL PHASE IMPACTS

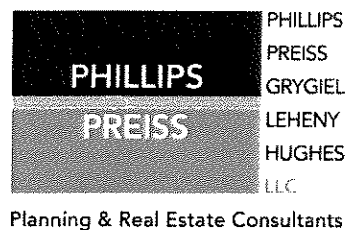
After full build-out, the proposed project is expected to generate economic activity related to the operations of the retail space and residential leasing and property management services. Based on projected rents provided by iStar, the residential component is expected to generate annual revenue of approximately \$6.3 million.² Further, based on the ratio of "1.7 jobs per 1,000 sf" of retail space published in Appendix D: UCC Use Groups For Projecting and Implementing Non-Residential Components of Growth Share of N.J.A.C. 5:97 et al, the 4,600 sf retail space is projected to directly employ 8 workers on-site.

Based on the final demand multipliers in Table 1, the direct increase of 8 jobs is projected to generate \$255,614 in labor income and \$931,198 in economic output directly to the retail sector. Further accounting for indirect and induced economic impacts, the operation of the retail space is estimated to result in overall economic impacts totaling \$1.6 million in economic output, \$385,795 in labor income, and 11 jobs. Based on the increase in direct economic output (i.e. residential revenue), the operations of the rental units is expected to generate 33 jobs and \$746,550 in labor income directly to the real estate sector. The resulting aggregate economic impacts due to the operation of the residential units total \$9.2 million in economic output, \$1.3 million in labor income, and 45 jobs. As such, the combined economic impacts of the proposed mixed-use project during the operational phase are \$10.7 million in economic output, \$1.7 million in labor income, and 56 jobs.

Table 3: Economic Impacts of Project to Monmouth County - Operational Phase

	Economic Output	Labor Income	Employment
Retail (4B0000)			
Direct Impact	\$931,198	\$255,614	8
Indirect Impact	\$339,794	\$62,483	1
Induced Impact	\$309,065	\$67,698	2
Aggregate Impact	\$1,580,057	\$385,795	11
Real Estate (531000) – Operational Phase			
Direct Impact	\$6,300,000	\$746,550	33
Indirect Impact	\$1,786,050	\$352,800	7
Induced Impact	\$1,068,480	\$234,360	5
Aggregate Impact	\$9,154,530	\$1,333,710	45

² Based on the projected annual gross rental revenue of approximately \$7 million, deducted by approximately 10% to account for non-operations related loss such as vacancy, bad debt, etc.



Combined Operational Phase Impacts			
Direct Impact	\$7,231,198	\$1,002,164	41
Indirect Impact	\$2,125,844	\$415,283	8
Induced Impact	\$1,377,545	\$302,058	7
Aggregate Impact	\$10,734,587	\$1,719,505	56

Sources: US Bureau of Economic Analysis, 2018 RIMS-II Multipliers for Monmouth County, NJ; Analysis by Phillips Preiss LLC.

IV. SUMMARY

Table 4.1 and Table 4.2 respectively summarize the total economic impacts during construction and operational phases of the proposed mixed-use development. As indicated in the tables, the proposed project will generate significant economic activity, both temporarily during the construction activity and on a long-term basis after full operations.

Table 4.1: Summary of Economic Impacts in Construction Phase

	Economic Output	Labor Income	Employment
As Result of Construction	\$104,619,610	\$28,012,399	468
As Result of Architectural, Engineering, and Related Services	\$28,026,265	\$7,841,775	116
Combined	\$132,645,875	\$35,854,174	584

Table 4.2: Summary of Economic Impacts in Operational Phase

	Economic Output	Labor Income	Employment
As Result of Retail Operations	\$1,580,057	\$385,795	11
As Result of Residential Real Estate Leasing & Management	\$9,154,530	\$1,333,710	45
Combined	\$10,734,587	\$1,719,505	56

Schedule 20(a)
Proposed Financial Agreement

Record and Return To:

Joseph J. Maraziti, Jr., Esq.
Maraziti Falcon, LLP
150 John F. Kennedy Parkway
Short Hills, New Jersey 07078

Re: Block 4001, Lots 2-15

PREAMBLE

THIS FINANCIAL AGREEMENT (hereinafter "Agreement") is made as of the ____ day of _____, 2021 by and between **AP BLOCK 4001 VENTURE URBAN RENEWAL LLC**, a New Jersey limited liability company qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "Tax Exemption Law") having its principal office c/o iStar, at 1100 Ocean Avenue, Asbury Park, New Jersey 07712 hereinafter, designated as the "Entity", and **THE CITY OF ASBURY PARK**, a municipal corporation of the State of New Jersey, hereinafter designated as the "City", having its principal office at One Municipal Plaza, Asbury Park, New Jersey 07712. The Entity and the City are sometimes collectively referred to as the "Parties".

RECITALS WITNESSETH

WHEREAS, the Entity wishes to have a tax exemption granted for an urban renewal project located at Block 4001, Lots 2-15 on the Official Tax Maps of the City.

WHEREAS, the Project consists of the redevelopment of vacant land into a mixed use project consisting of the following components (each, a "Project Component"): (i) approximately 206 residential rental apartment units located within a mixed use structure that varies in height from 3 to 6 stories, structural parking, approximately 20 residential rental townhome units located within 4 separate 4-story buildings that will contain 5 townhome units each, and approximately 42 additional parking spaces allocated to the townhome units (the "Residential Component"), and (ii)

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approximately 4,600 square feet of ground floor retail space located within the 3 to 6 story mixed use structure (the "Retail Component") and all together with related amenities and improvements as more fully described in the Entity's Application as hereinafter defined and as set forth in Schedule A (hereinafter called the "Project").

WHEREAS, the Entity's Application includes use of proceeds from the sale of bonds ("RAB Bonds"), such RAB Bonds to be issued and utilized in accordance with the provisions of the RAB Law (as defined herein), and such other statutes as may be sources of relevant authority, if any, to facilitate financing of the Project that the Entity proposes to undertake to redevelop the Property.

WHEREAS, the City does hereby grant its approval for the Entity to undertake and develop the Project upon the terms and conditions hereinafter set forth, and

WHEREAS, the Project will be developed in a redevelopment area of the City pursuant to the City's Waterfront Redevelopment Plan, which was adopted pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Tax Exemption Law, being referred to as the "Governing Law". It is expressly understood and agreed that the City expressly relies upon the facts, data and representations contained in the Application attached hereto as Exhibit 1 in granting the tax exemption provided in this Agreement.

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, the following terms, when used in this Agreement, shall mean:

i. Administrative Fee - The annual administrative fee paid to the City by the Entity that is equal to: (i) two (2%) percent of the Annual Service Charge for the Residential Component; and (ii) two (2%) percent of the Annual Service Charge for the Retail Component.

ii. Allowable Net Profit - The amount arrived at by multiplying the Allowable Profit Rate by the Total Project Cost applicable to each Project Component, pursuant to N.J.S.A. 40A:20-3(c).

iii. Allowable Profit Rate – As to each Project Component, the greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the City determines to be the prevailing rate on mortgage financing on comparable improvements in Monmouth County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iv. Annual Service Charge - The amounts the Entity has agreed to pay the City in lieu of conventional taxation on the Project, as set forth in Article IV hereof, which sum is in lieu of any taxes on the Land (with respect to the Residential Component only) and any taxes on the Improvements (for both the Residential Component and the Retail Component) pursuant to the Governing Law. The total Annual Service Charge shall be the sum of the annual service charges paid for the Residential Component and the Retail Component. In years in which the Minimum Annual Service Charge is paid, as set forth in Section 4.1, the definition of Annual Service Charge shall be the Minimum Annual Service Charge in those years. The Annual Service Charge (i.e. PILOT) applicable to the Project Components is equivalent to the Unpledged Portion of the

Special Assessment applicable to the Project Components, under the Special Assessment Agreement executed by the Entity and the City contemporaneously with this Agreement.

v. Annual Gross Revenue – The Governing Law defines gross revenue for each urban renewal entity as “annual gross revenue or gross shelter rent or annual gross rents as appropriate, and other income...” and provides that the financial agreement shall establish the method of computing gross revenue for the entity. For purposes of this Agreement, Annual Gross Revenue: (i) shall include, but not be limited to, annual gross residential rental unit charges and other ordinary income received by the Entity and derived from or generated by the Improvements, and (ii) except to the extent that a court of competent jurisdiction shall, by a final, unappealable order determine otherwise, shall exclude condemnation or casualty awards, insurance proceeds, gains from sales, transfers, or assumption of the Land or the Improvements or any part thereof, proceeds of any financing or refinancing, or proceeds from any disposition of a partner or partner's equity interest in the Entity. Annual Gross Revenue and Net Profit shall also exclude proceeds derived from the sale of any Project Component. Annual Gross Revenue shall also expressly exclude expenses derived from or generated by any lease with the tenants in connection with the Retail Component. It is agreed to by the Parties that such expenses, including but not limited to those as may be identified as CAM reimbursement, tax reimbursement, or utility reimbursement, are neither revenue for the Entity nor revenue derived from the Retail Component, notwithstanding the fact that such expenses may or may not be referenced as “Additional Rent,” “CAM Reimbursement,” “Tax Reimbursement,” or “Utility Reimbursement,” in any lease with tenants for the Retail Component.

vi. Applicant – The Entity which has been formed pursuant to the provisions of the Tax Exemption Law and has made the Application for a tax exemption under the Governing Law.

vii. Application - The document attached as Exhibit 1, which contains the general statement of the nature of the proposed Project, the description of the proposed Project with a

statement of the estimated cost of said Project, tentative financial plan and such other information as is required by N.J.S.A. 40A:20-8.

viii. Auditor's Report – An annual audited financial statement with respect to the Project, which shall be prepared in a manner consistent with generally accepted accounting principles and shall detail all items required by the Governing Law. The report shall be prepared and its contents certified by a certified public accountant who is licensed to practice that profession in and by the State of New Jersey.

ix. Certificate of Occupancy – A temporary or permanent certificate of occupancy issued by the City authorizing occupancy of the Improvements or any Project Component or any portion thereof, pursuant to N.J.S.A. 52:27D-133.

x. Default - The failure of any Party bound by this Agreement to perform any obligation imposed on such Party within applicable notice and cure periods provided in this Agreement.

xi. Default Notice – Shall have the meaning set forth in Section 18.2 hereof.

xii. Entity - The Parties agree that reference to the term "Entity" as used in this Agreement shall initially mean the Applicant and, upon the transfer of title to the Project or a Project Component to a successor, shall mean such successor in title, as applicable.

xiv. Force Majeure Event- shall mean any acts of God, fire, volcano, earthquake, hurricane, blizzard, infectious disease, epidemic, pandemic, technological disaster, catastrophe, large scale infestation of any type, tremors, flood, explosion, release of nuclear radiation, release of biotoxic or of biochemical agent(s), the elements, war, blockade, riots, mob violence or civil disturbance, any act(s) of terrorism or terroristic threat, a cyber attack or unauthorized and/or illegal interference with computer communication systems that disables or substantially interferes with critical functions or access to data, an inability to procure goods or services or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, governmentally imposed

moratoriums, court orders, laws, rules, regulations or other orders of governmental or public agencies, bodies or authorities, but only to the extent that such events directly cause an inability to perform a material provision of this Agreement and only to the extent that such events are out of the reasonable control of the Party claiming relief.

xv. Governing Law - The Tax Exemption Law and all other relevant and applicable federal and state statutes, rules, regulations and municipal ordinances and resolutions consistent with or supplementing the requirements of the Tax Exemption Law.

xvi. Improvements - Any building, structure, fixture or Project Component permanently affixed to the Land on which the Project is located.

xvii. In Rem Tax Foreclosure - A summary proceeding by which the City may enforce the lien for taxes or payments in lieu of taxes due and owing by a tax sale. Said foreclosure proceeding is governed by N.J.S.A. 54:5-1 et seq.

xviii. Land – The land comprising the Property exclusive of any Improvements which may now exist or may hereinafter be constructed thereon.

xix. Land Taxes - The amount of taxes assessed on the value of the Land, exclusive of any improvements, pursuant to N.J.S.A. 54:4-1 et seq.

xx. Land Tax Payments – Quarterly payments of Land Taxes to be made on the generally applicable due dates for property taxes as determined by applicable law.

xxi. Limited Dividend Entity - An urban renewal entity conforming to the terms of N.J.S.A. 40A:20-3(b).

xxii. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the amount set forth on Schedule 1 attached hereto, which amount shall be prior to the application of the Land Tax credits pursuant to Sections 4.1(D)(1) and 4.1(D)(2) hereof, as applicable. Notwithstanding anything to the contrary contained in this Agreement, in accordance with Schedule 1 attached hereto there shall be no Minimum Annual Service Charge for the Project or either Project Component during the period commencing on the date when the Entity's

obligation to pay the Annual Service Charge with respect to a Project begins until the three (3) year anniversary of such date.

xxiii. Net Profit - The Annual Gross Revenue of the Entity less all operating and non-operating expenses and costs of the Entity, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c).

xxiv. Permitted Assignee – shall have the meaning set forth in Section 9.1.B.

xxv. Project - The use of the Property for the purposes described in the Recitals in this Agreement and the Application and as defined in N.J.S.A. 40A:20-3(e).

xxvi. Project Component – shall mean each of the Residential Component and the Retail Component and their respective interests in common and limited common elements of the Project.

xxvii. Pronouns – He, she or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as proper meaning requires.

xxviii. Property – The real property located in the City and identified on the official tax map of the City as Block 4001, Lots 2-15, including any Improvements constructed thereon, which may be consolidated into three lots in connection with the development of the Project.

xxix. Residential Component – Shall have the meaning set forth in the Recitals.

xxx. Responsible Party – Shall have the meaning set forth in Section 18.1 hereof.

xxxi. Retail Component – Shall have the meaning set forth in the Recitals.

xxxii. Substantial Completion – shall mean the determination by the City, in its reasonable opinion made with the advice of the Entity that with respect to the Project, that the construction activities entailed are completed in all material respects and that the Project is ready for its intended use and as further defined in N.J.S. A. 54:4-63.1 et seq. Issuance of a Temporary Certificate of Occupancy for the entirety of the Project or a final Certificate of Occupancy shall be conclusive proof of Substantial Completion, but the issuance of such certificates are not required in order for a determination by the City that the Project is Substantially Complete.

xxxiii. Tax Exemption Law – Shall have the meaning set forth in the Preamble.

xxxiv. Tax Ratio – the ratio set by the New Jersey Division of Taxation from time to time pursuant to N.J.S.A. 54:3-17 et seq., representing the relationship of the assessed value of the real property within the City to the market value of real property within the City. The tax ratio is 100% in any tax year that the City implements a revaluation or reassessment.

xxxv. Term – Shall have the meaning set forth in Section 3.1.

xxxvi. Termination – The expiration of this Agreement or the prior termination of this Agreement by the Entity or the City as set forth herein.

xxxvii. Termination Notice – Shall have the meaning set forth in Section 19.1 hereof.

xxxviii. Total Project Cost – Shall have the meaning set forth in N.J.S.A. 40A:20-3(h).

Section 1.3 Exhibits Incorporated

All exhibits and schedules which are referred to in this Agreement and are attached hereto, are incorporated herein and made a part hereof.

Section 1.4 City Findings

Pursuant to the Governing Law, the City finds that the tax exemption(s) granted pursuant to this Agreement will benefit the City and its citizens and enhance the prospects of the City's Waterfront Redevelopment Area. The City further finds the benefits of granting tax exemption(s) for the Project far outweigh its cost, if any, and that absent such tax exemption(s) the Project would not be undertaken. The Project is expected to assist in attracting residents, visitors and tourists to the City, result in new public infrastructure, and create employment opportunities within the City. The tax exemption(s) will help to offset the extraordinary costs of developing and constructing the Project. The high costs associated with the development of the Project together with conventional real estate taxes would otherwise operate as a disincentive to the

redevelopment of the Property, make the Project materially less competitive in the marketplace and frustrate the goals and objectives of the City's Waterfront Redevelopment Plan.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City by execution of this Agreement has granted and does hereby grant its approval for tax exemption(s) for each of the Project Components to be developed and to be maintained under the provisions of the Governing Law on the Property. Pursuant to the Governing Law, upon Substantial Completion of each Project Component or portion thereof, each Project Component shall be exempt from taxation during the Term of this Agreement, provided, however, that portion of the Land Taxes and Land Tax Payments that corresponds to the percentage interest in the common elements of the Project attributable to the Retail Component shall continue to be paid at all times during the Term of this Agreement. Pursuant to the Governing Law, the Residential Component and its percentage interest in the common elements of the Project shall be exempt from the payment of Land Taxes and no Land Tax Payments shall be due or payable by the owner of the Residential Component of the Project during the Term of this Agreement.

Section 2.2 Approval of Entity

The City hereby approves of the Entity undertaking the Project. The Entity by execution of this Agreement hereby understands and agrees that it is obligated to comply and conform in all respects with the Governing Law, this Agreement and with applicable laws. A copy of the Entity's amended certificate of formation is included in the Application. A copy of the approval of the Department of Community Affairs is similarly included in the Application.

Section 2.3 Land Taxes

To the extent not exempt by Section 2.1 above, Land Taxes and Land Tax Payments shall continue to be made on the Land during the Term of this Agreement. The Entity (or, after transfer of a Project Component, the owner of such Project Component) shall be entitled to a credit against the Annual Service Charge with respect to the Retail Component only, for Land Taxes paid by

the Entity (or, after transfer of a Project Component, the owner of such Project Component), in each of the last four (4) preceding quarterly installments.

Section 2.4 The Urban Renewal Entity

A. In accordance with N.J.S.A. 40A:20-3(g), the Entity shall be a Limited Dividend Entity subject to the profit limitations provided in the Governing Law. These profit limitations are specifically incorporated by reference in this Agreement, shall be applicable to this Agreement and shall be appropriately considered and followed in the Auditor's Report required to be prepared and delivered under this Agreement.

B. In accordance with N.J.S.A. 40A:20-14(b), there is expressly excluded from the calculation of Annual Gross Revenue and Net Profit, as defined in the Governing Law and this Agreement, any gain realized by the Entity on the sale of the Project, a Project Component or the sale of any other condominium unit, which may be formed in the future, in the Project, whether or not taxable under federal or state law.

C. In accordance with N.J.S.A. 40A:20-15, whenever the Net Profit of the Entity for the period taken as one accounting period, commencing on the date on which the construction of the Project is substantially completed and terminating at the end of the last full fiscal year of the Term, shall exceed the Allowable Net Profit for the period, the Entity shall pay the excess Net Profits to the City as an additional service charge within 120 days of the close of that fiscal year. In accordance with Section 15 of the Governing Law, in determining whether Net Profit for an accounting period exceeds Allowable Net Profit for such accounting period, Net Profit shall be calculated annually but on a cumulative basis. The payment of such excess Net Profits shall be in addition to, and not limited by, the Annual Service Charges due hereunder, as set forth at Article IV hereof and Schedule 1 attached hereto.

D. Notwithstanding anything herein to the contrary, the Entity may maintain, during the Term of this Agreement, a reserve against vacancies, unpaid rentals and contingencies in an amount not to exceed 10% of the Annual Gross Revenue of such Entity for the last full fiscal year,

and may retain such part of those excess Net Profits as is necessary to eliminate a deficiency in that reserve. Upon Termination of this Agreement, the amount of reserve, if any, shall be paid to the City within 90 days of such Termination.

E. The Entity shall not make, declare or pay any profit, distribution or emolument of any kind to its principals, stockholders, members, partners, etc. in contravention of N.J.S.A. 40A:20-15.

F. The Entity shall comply with the requirements of the Governing Law. All the organizational papers and documents regarding the formation/creation of the Entity have been forwarded to and approved by the State Department of Community Affairs. Unless this Agreement has been terminated, any subsequent purchaser of the Project shall be fully subject to this Agreement. Unless this Agreement has been Terminated, deeds made by the Entity to a purchaser of the Project or a Project Component and leases made by the Entity to a lessee of the Project or a Project Component shall reflect the existence of this Agreement as an encumbrance on title.

G. The Entity shall have the powers and authority reflected in N.J.S.A. 40A:20-6 and 7 and all of the rights provided in the Governing Law. The Entity will construct the Project in accordance with permits and approvals for the Project.

Section 2.5 Ownership, Management and Control

The Entity is the designated redeveloper of the Property and shall develop, operate and manage the Project. The Entity has acquired title to the Property or will acquire title to the Property prior to commencement of construction of the Project. The Entity may, at its discretion, impose a condominium regime such that the Residential Component and the Retail Component may become separate condominium units; provided, however, that the residential units within the Residential Component shall not be converted to for-sale condominium units without the prior written consent of the City, not to be unreasonably withheld, conditioned or delayed. The Entity may enter into leases, ground leases, management or other agreements with respect to the

Project, any Project Component or portion thereof, to an affiliate or another related or unrelated party which may, in turn, operate all or parts of the Project, applicable Project Component, or portion thereof, provided, however, that all obligations of the Entity hereunder shall remain obligations of the Entity notwithstanding any such lease or agreement, and further provided however, that no such lease or agreement with an affiliate or related party shall operate to minimize or remove revenues properly includable in the calculation of Annual Gross Revenue.

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

Absent Termination of this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for thirty (30) years from the commencement of the Project (the "Term"). The Term shall commence on the first day of the first month following the date of Substantial Completion of the Project. Upon expiration of each Term, the tax exemption for each Project Component or relevant portion thereof, shall expire and the Improvements related to the particular Project Component shall thereafter be assessed and taxed pursuant to N.J.S.A. 54:4-1 et seq. Notwithstanding the foregoing, the Term shall not extend for more than thirty-five (35) years from the date that this Agreement is executed by the Parties.

Section 3.2 Purpose and Benefits of Agreement

A. Relative Benefits of the Project when compared to the costs:

- i The current real estate taxes on the Land and the current Improvements thereon generate revenue of approximately \$ \$132,043.28 per annum.
- ii The Annual Service Charge applicable to all Project Components is anticipated to provide annual revenue to the City of at least \$600,000 following Substantial Completion of all Project Components and initial leasing of the Project.
- iii The Project will provide revenue to the City in an amount which is substantially greater than the amount the City would have received if conventional taxation had remained in effect with respect to the Property.

B. Assessment of the Importance of the Tax Exemption/Abatement in obtaining development of the Project and influencing the locational decisions of probable occupants:

- i Without the exemption and the issuance by the City of RAB Bonds, the Project is not financially feasible or viable;
- ii The exemption permits better use of land and the construction of needed ratables; and
- iii The exemption permits private development in the City's Waterfront Redevelopment Area consistent with the City's Waterfront Redevelopment Plan.

C. By the adoption of an ordinance, which is attached to this Agreement as Exhibit 2, the Mayor and City Council approved the above findings and those contained in Section 1.3, the Entity's Application and authorized the execution of this Agreement. The execution of this Agreement was also authorized by the State of New Jersey's Director of Local Government Services on [_____, 2021], pursuant to that certain Memorandum of Agreement between the City and the Division of Local Government Services.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge — N.J.S.A. 40A:20-14

A. Residential Component Annual Service Charge. In consideration of the exemption from taxation for the Residential Component of the Project, the Entity and each successor owner of the Residential Component, as applicable, shall, during the Term of this Agreement, make payment to the City of an Annual Service Charge for municipal services supplied to the Residential Component beginning on the first day of the first month after Substantial Completion of the Project in an amount equal to 9.86% of Annual Gross Revenue for the Residential Component, subject to the following:

- 1. The Annual Service Charge under Section 4.1A shall be calculated from the first day of the first month following the determination by the City of Substantial Completion of the Project.

2. During the Term, the City shall remit five (5%) percent of the Annual Service Charge for the Residential Component received by it to the County of Monmouth upon the City's receipt of same.

3. During the Term, the Entity and each successor owner of Residential Component shall pay annually a portion of the Administrative Fee that is equal to two (2%) percent of the Annual Service Charge for the Residential Component (as calculated pursuant to this Section 4.1A), in addition to the applicable Annual Service Charge for the Residential Component.

B. Retail Component Annual Service Charge. In consideration of the exemption from taxation for the Retail Component of the Project, the Entity and each successor owner of the Retail Component, as applicable, shall, during the Term of this Agreement, make payment to the City of the portion of Annual Service Charge for municipal services supplied to the Retail Component beginning on the first day of the first month after Substantial Completion of the Project in an amount equal to 9.86% of Annual Gross Revenue for the Retail Component, subject to the following:

1. The Annual Service Charge under Section 4.1B shall be calculated from the first day of the month following the determination by the City of Substantial Completion of the Project.

2. During the Term, the Entity and each successor owner of Retail Component shall pay annually a portion of the Administrative Fee that is equal to two (2%) percent of the Annual Service Charge for the Retail Component (as calculated pursuant to this Section 4.1B), in addition to the applicable Annual Service Charge for the Retail Component.

3. During the Term, the City shall remit five (5%) percent of the Annual Service Charge for the Retail Component received by it to the County of Monmouth upon the City's receipt of same.

C. Minimum Annual Service Charge.

1. Without Condominium Regime. Notwithstanding Sections 4.1A and 4.1B above, starting in the fourth year of the Term and provided the Entity has not created a condominium regime for the Project such that the Residential Component and the Retail Component are separate condominium units, if the amount set forth on Schedule 1 for a given year during the Term (the "**Minimum Annual Service Charge**") is greater than (i) the Annual Service Charge calculated pursuant to Section 4.1A (Residential) (prior to any Land Tax credit, if applicable pursuant to Section 4.1D(2)), plus (ii) the Annual Service Charge calculated pursuant to Section 4.1B (Retail) (prior to the applicable Land Tax credit pursuant to Section 4.1D(1)), then the Entity shall instead be obligated to pay the Minimum Annual Service Charge for that year. Schedule 1 sets forth the Minimum Annual Service Charge for the Project during the Term.

2. With Condominium Regime. Notwithstanding Sections 4.1A and 4.1B above, starting in the fourth year of the Term and provided the Entity has created a condominium regime for the Project such that the Residential Component and the Retail Component are separate condominium units, the Minimum Annual Service Charge set forth on Schedule 1 shall apply only to the Residential Component, and if the Minimum Annual Service Charge for the Project set forth on Schedule 1 for a given year is greater than the Annual Service Charge calculated pursuant to Section 4.1A (Residential) (prior to any Land Tax credit, if applicable), then the Entity shall instead be obligated to pay the Minimum Annual Service Charge for the Residential Component for that year. For the avoidance of doubt, upon the creation of a condominium regime for the Project, there shall be no Minimum Annual Service Charge for the Retail Component.

D. Land Tax Credit

1. Retail Component. The City shall, pursuant to the Governing Law, apply the statutory credit for payment by the Entity or its successors of Land Taxes with respect to the

Retail Component against the Annual Service Charge due pursuant to Section 4.1B or the Minimum Service Charge due pursuant to Section 4.1C, as the case may be.

2. Residential Component. In the event that the exemption of Land Taxes provided in Sections 2.1 and 2.3 hereof, and authorized by N.J.S.A. 40A:20-12, is invalidated by a court of competent jurisdiction or otherwise becomes inapplicable, the Parties agree that this Agreement shall remain valid and in full force and effect, and the calculation of the Annual Service Charge herein shall be reformed as follows: in addition to the Annual Service Charge calculated pursuant to Section 4.1A and Schedule 1, as applicable, the Annual Service Charge shall be increased by the Land Taxes due. In the event that Land Taxes become due and neither the Entity nor its successors have waived the credit with respect to same set forth at N.J.S.A. 40A:20-12, the City will apply the statutory credit to the Annual Service Charge due from the Entity or any successor owner, as applicable, with respect to the Residential Component. Notwithstanding anything to the contrary contained herein, (i) in the first year in which the Entity pays the Land Taxes with respect to the Residential Component, it shall receive a credit for the amount of the Land Taxes that it would have paid for the year prior had Land Taxes been due and payable, and (ii) in any given year, the cumulative payment made to the City through the Annual Service Charge and the City's portion of the Land Tax Payment shall not exceed the Annual Service Charge that would have been due to the City had the Residential Component continued to be exempt from Land Taxes. The City shall, pursuant to the Governing Law, apply the statutory credit for payment by the Entity or its successors of Land Taxes with respect to the Residential Component against the Annual Service Charge due pursuant to Section 4.1A.

Section 4.2 Quarterly Installments

Payment of the Annual Service Charge(s) required under this Agreement shall be made in quarterly installments on those dates when ad valorem real estate tax payments to the City are due subject, nevertheless, to adjustment for over or underpayments after the submission to the City of the Auditor's Report by the Entity or its successor pursuant to Section 7.2 herein. In the

event that the Entity fails to timely pay the Annual Service Charge, the amount remaining due and unpaid shall accrue interest at the rate applicable for unpaid real property taxes.

Section 4.3 Pro Rata Basis of Annual Service Charge

The Annual Service Charge with respect to the Project or the applicable Project Component for the year in which such charge is due shall be adjusted on a pro rata basis from its commencement to the close of such calendar year. For the year in which Termination of this Agreement as to a Project Component occurs, the Annual Service Charge shall be similarly pro-rated. To the extent that a portion of a Project Component is Substantially Completed prior to Substantial Completion of the entire Project Component, the Annual Service Charge shall be pro-rated as further described in Section 3.1 hereof.

Section 4.4 Annual Service Charge Following Termination

The Entity, or any owner of a Project Component, may terminate this Agreement prior to the expiration of the Term upon thirty (30) days' written notice to the City. This Agreement may also be terminated by the City in accordance with Section 19.1 below. After Termination of this Agreement, the real property which is the subject of the Termination shall thereafter be assessed and taxed as conventional real property. Termination of this Agreement prior to the maturity of the RAB Bonds shall not terminate the Entity's obligation to pay the Special Assessment, as defined below, in accordance with the terms of the RAB Bonds.

Section 4.5 During Construction

During the period between execution of this Agreement and the Substantial Completion of each Project Component, the Entity shall make payment of conventional real estate taxes with respect to the Land and the Improvements existing thereon as of the date of approval of this Agreement, at the times and to the extent due in accordance with generally applicable law.

Section 4.6 Special Provisions Regarding the RAB Law

As a consequence of certain separate agreements implemented by City ordinances and resolutions, the City has agreed that the cost of installation of infrastructure and related expenses

required for the development of the Project is being financed and/or reimbursed by the City's issuance of RAB Bonds pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. (the "RAB Law"). Such improvements are also subject to a special assessment (the "Special Assessment"). Therefore, acting in accordance with N.J.S.A. 40A:12A-66, the City and the Entity have agreed that the Annual Service Charge imposed on the Project Components has been determined in a manner that complies with the RAB Law. Accordingly, the terms of N.J.S.A. 40A:20-12(b)(2) requiring a specified minimum and maximum Annual Service Charge and staged increases in the Annual Service Charge shall not apply during the Term of this Agreement. This Agreement is conditioned upon issuance of the RAB Bonds by the City, after the City obtains all prerequisite governmental approvals required for such issuance, and upon the RAB Bonds remaining outstanding during the Term of this Agreement. The City shall take no action to redeem the RAB Bonds prior to the Term of this Agreement.

Section 4.7 Ground Lease Transaction

Notwithstanding anything to the contrary contained in this Agreement, the City hereby consents, without further action or approvals, to a transfer of the Land to a Permitted Assignee with a lease back from such entity to the Entity or its successors or assigns for the Project (a "**Ground Lease Transaction**"), provided, however, that such Ground Lease Transaction (i) shall not relieve the Entity or the owner of a Project Component of its obligations under this Agreement, and (iii) shall not operate to minimize or remove revenues properly includable in the calculation of Annual Gross Revenue for the Project.

ARTICLE V - DISPUTE RESOLUTION

Section 5.1 Arbitration

A. Submission of Dispute. In the event of a breach of this Agreement, (other than a payment default), or a dispute arising between the Parties in reference to the terms and provisions as set forth herein, either Party shall submit the dispute to arbitration, which shall utilize New Jersey law and the arbitration rules of the American Arbitration Association, to be resolved in

accordance with such law, rules and regulations in such a fashion as to accomplish the purposes of the Governing Law and this Agreement. The cost of the arbitration shall be borne equally by the Parties.

B. Selection of Arbitrator. The Parties shall determine whether one arbitrator or a panel of three arbitrators will determine the dispute. An arbitrator shall be mutually acceptable to the Parties and shall have the following qualifications: (i) an attorney at law or other professional of the State of New Jersey, with no less than fifteen years' experience, and whose expertise is in redevelopment projects utilizing the Governing Law; or (ii) any other qualifications mutually acceptable to the Parties. In the event that the Parties cannot agree on the selection of the arbitrator(s), then the dispute shall be arbitrated by a panel of three arbitrators, with each Party selecting one arbitrator, and those two arbitrators selecting the third arbitrator.

C. Arbitrator's Decision. The arbitrator(s) shall make written findings of fact and conclusions with respect to compliance with the Governing Law. Any arbitration award may be appealed by either Party to the New Jersey Superior Court, Law Division, with respect to asserted errors of fact or law, and the outcome of such appeal may be further appealed in the New Jersey courts, and shall not be limited in any way due to the origin of the action in arbitration.

D. Exception for ASC Payment Default. In the event of a default in payment of the Annual Service Charge, as defined in Article IV, above, the City, among its other remedies, reserves the right to proceed against the portion of the Property to which the default applies, in the manner provided by N.J.S.A. 54:5-1 et seq., irrespective of any Arbitration proceeding and any act supplementary or amendatory thereof. Whenever the word "taxes" appears or is applied directly or impliedly to mean taxes or municipal liens on land such statutory term shall be read, as far as pertinent to this Agreement, as if the Annual Service Charge constitutes taxes or municipal liens on land. In such event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above-referenced manner.

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to Substantially Complete the Project Components and to obtain Certificates of Occupancy for the Project Components at the time that the Project Components are eligible therefor.

Section 6.2 Substantial Completion

The Annual Service Charge applicable to a Project Component is to commence from the first day of the month following the Substantial Completion of a Project Component. The Annual Service Charge shall become payable upon the first day of the first month following the Substantial Completion of a Project Component, as further described at Section 3.1, regardless of whether the Project Component is occupied, tenanted or vacant.

Section 6.3 Filing of Certificate of Occupancy

A. It shall be the responsibility of the City to forthwith file with or submit to the Tax Assessor of the City a copy of the Certificate(s) of Occupancy issued with respect to the Project.

B. Failure of the City to file or submit such issued Certificate(s) of Occupancy, as required by the preceding paragraph, shall not restrict the City's Tax Assessor from taking appropriate action.

C. The estimated cost data disclosed by the Application submitted by the Entity with this Agreement may, at the option of the City's Building Department, be used as the basis for construction cost determinations applicable to the issuance of building permits(s) for the Project.

ARTICLE VII - ANNUAL AUDITS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls required for proper record control under this Agreement. The requirements for submission of periodic reports by the Entity, including, without limitation, any Auditor's Reports, except for a final accounting required by the Governing Law, shall cease in those instances where the Entity no longer has an

interest in the Project or a Project Component as evidenced by recorded deeds, or, except as required by the Governing Law, following Termination of this Agreement.

Section 7.2 Periodic Reports

A. Within ninety (90) days after the close of each fiscal or calendar year, following Substantial Completion of a Project Component, depending on the Entity's accounting basis for the duration of this Agreement (taking into account Section 7.1), the Entity shall submit an Auditor's Report certified by a certified public accountant for the preceding fiscal or calendar year to the City's Chief Financial Officer, Financial Analyst, and the City Clerk, and the Director of the New Jersey Division of Local Government Services. Delivery of the Auditor's Report shall be subject to delay due to a Force Majeure Event, and such Auditor's Report shall conform to all applicable standards of the Tax Exemption Law and shall include the following data:

- i Annual Gross Revenue data, Net Profits, excess profits, principal amount and the interest rate of any mortgage(s) constituting a lien on the Property and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, as are required pursuant to the Governing Law and this Agreement.

B. Failure of the Entity to submit the reports required by this Article VII, shall subject the Entity to a fine, payable to the City, commencing on the 91st day after such report is due, subject to delay as set forth above, in the amount of \$100 per day for each day after the 90th day that such report is not filed. Notwithstanding anything to the contrary contained herein, in the event that a condominium regime is established with respect to the Project, such that the Residential Component and the Retail Component shall each be a separate condominium unit, and the Entity has transferred the Project or a Project Component to a third party purchaser in accordance with Section 20.7 hereof, then the Entity's obligation to deliver the reports as required by this section shall cease with respect to such Project Component(s), and the condominium association shall deliver any and all reports required by the City with respect to such Project Component(s). For

the avoidance of doubt, any transfer of a membership interest in the Entity shall not, in and of itself, relieve the Entity of its obligations under this subsection or this Agreement.

Section 7.3 Total Project Cost/Project Leases

Within ninety (90) days after the last Certificate of Occupancy is issued for the Project, the Entity shall submit to the City a certification of Total Project Cost. Such certification shall not affect the calculation of Annual Service Charges under this Agreement, as set forth in Article IV hereof and Schedule 1 attached hereto. When the Project or any Project Component is leased by the Entity, all relevant data regarding such lease shall be submitted to the City Clerk, Financial Analyst, and City Tax Assessor; provided that the foregoing shall not apply to residential lease for the residential rental units within the Residential Component.

Section 7.4 Inspection

The Entity shall permit upon proper request an inspection of property, equipment, buildings and other facilities of the Project, as well as an examination and audit of the books, contracts, records, documents and papers by representatives duly authorized by the City or the New Jersey Division of Local Government Services in the Department of Community Affairs. Such examination or audit shall be made following reasonable advance notice during business hours and shall be conducted in the presence of any officer or agent of the Entity to which the examination or audit relates.

ARTICLE VIII - APPLICATION AND ADMINISTRATIVE FEE

Section 8.1 Application Fee

The Entity has paid the required fee to the City as a fee for processing the Application.

Section 8.2 Administrative Fee

The Entity acknowledges and agrees that, in addition to the payment of the respective Annual Service Charge required to be paid for each Project Component, an annual Administrative Fee to the City shall be payable for each Project Component. The Administrative Fee shall be

equal to: (i) two (2%) percent of the total then applicable Annual Service Charge for the Residential Component; and (ii) two (2%) percent of the total then applicable Annual Service Charge for the Retail Component. The Administrative Fee for each Project Component shall be payable and due on or before December 31st of each year with interest accruing for late payments in accordance with Section 10.1. The Administrative Fee will be reconciled upon reconciliation of the Annual Service Charge.

ARTICLE IX - ASSIGNMENT AND ASSUMPTION

Section 9.1 Assignment

A. Assignments. The Entity may assign its rights under this Agreement with the prior written consent of the City, which consent will be granted provided: (a) the new entity is an urban renewal entity formed pursuant to the Governing Law; (b) at the time of such assignment, the new entity is or has agreed to become the fee owner of the Project and has agreed in writing to undertake any remaining construction and completion of the Project; (c) the new entity does not own any other Project subject to a long term tax exemption at the time of transfer; (d) the assignor Entity is not then in Default of this Agreement; (e) the assignor Entity's obligations under this Agreement are fully assumed by the new entity; (f) the new entity shall have demonstrated to the City's reasonable satisfaction its financial capability and experience; and (g) the assignor Entity shall pay the City a transfer fee equal to two (2%) of the then current Annual Service Charge as required by N.J.S.A. 40A:20-10(d), provided that such transfer fee shall not apply with respect to any assignment to a Permitted Assignee (as hereafter defined). Upon the transfer of this Agreement to an assignee in compliance with this Agreement, the Entity shall be discharged from any further obligation with respect to the Project. Voluntary transfers of more than ten (10%) percent of the ownership of the Project or any portion thereof shall be subject to N.J.S.A. 40A:20-5e. Nothing contained in this Agreement shall prohibit transfers of interests in the Entity itself

provided that notice of the transfer, if greater than ten (10%) percent, shall be provided to the City in accordance with N.J.S.A. 40A:20-5e.

B. Permitted Assignments. Notwithstanding Section 4.1A, provided the requirements set forth in Section 4.1(a)-(e) are satisfied, the City hereby consents, without further action or approvals, to an assignment of this Agreement with respect to the entire Project or either Project Component to an entity that is controlled by iStar Inc. or Safehold Inc. or both (a "Permitted Assignee"). For purposes of this Agreement, "control", "controlled" or "controlled by" shall mean the direct or indirect ownership of 50% or more of the aggregate issued and outstanding equitable interests (whether stock, partnership interests, membership interests or otherwise) of the Permitted Assignee, or the power to direct or cause the direction of the management and policies of the Permitted Assignee, whether through the ownership of equity interests, by statute or according to the provisions of a contract.

C. City Consent Required. For the avoidance of doubt, except for sales of the Residential Component or the Retail Component as a condominium unit to a successor unit purchaser in accordance with Section 20.7, assignments to a Permitted Assignee, and any Ground Lease Transaction, the parties hereby acknowledge that any assignment of this Agreement in conjunction with a transfer of a Project Component from the Entity shall be an assignment that requires consent of the City pursuant to the provisions of Section 4.1A. The parties further hereby acknowledge that a transfer of a Project Component from the Entity without such an assignment of this Agreement shall terminate the exemption with respect to such Project Component, after notice and an opportunity to cure, in accordance with Article XIX.

Section 9.2 Deed Recitals

While this Agreement remains in effect, the deeds for the Project Components shall include a recital that (a) the grantee is subject to the terms and conditions of this Agreement, and (b) this Agreement runs with the land for the duration of this Agreement and that by accepting this deed, the grantee acknowledges it has received from the Entity a true copy of this Agreement,

the originals of which may be examined by the grantee in the Office of the City Clerk during regular working days and hours.

Section 9.3 Operation of Project

The Entity agrees that the Project shall be constructed, managed and operated in accordance with applicable laws, including the Governing Law and the New Jersey Condominium Act N.J.S.A. 46:88-1 et seq. The Entity hereby agrees at all times prior to the Termination this Agreement to remain bound by the provisions of this Agreement with respect to the Project Components that are owned by the Entity. Upon any sale of the Project, any Project Component or the assignment and assumption of this Agreement, the successor in title shall be similarly bound and, if such transfer, sale, assignment and assumption shall be in compliance with the terms of this Agreement, the Entity shall be relieved and discharged from any obligation or liability with respect to the Project or applicable Project Component.

ARTICLE X - INTEREST ON LATE PAYMENTS

Section 10.1 Late Payments

In the event that the Entity fails to timely make any payments due hereunder, and such amounts due are correctly calculated and properly billed to the Entity, then the amount unpaid shall accrue interest at the rate applicable for unpaid real property taxes.

ARTICLE XI - RECORDING

Section 11.1 Recordation of Agreement

The City shall record at the Entity's expense a fully signed original of this Agreement with the office of the Monmouth County Clerk.

ARTICLE XII - WAIVER

Section 12.1 Waiver

Nothing contained in this Agreement shall constitute a waiver or relinquishment by either the Entity or the City of any rights and remedies, including, without limitation, the City's right to

terminate this Agreement and the tax exemption granted hereunder for a particular Project Component for an uncured Default applicable to such Project Component under any of the terms provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the City or the Entity has under law, in equity, or under any provisions of this Agreement.

ARTICLE XIII - NOTICES

Section 13.1 Sent by City

A. When sent by the City to the Entity, notices shall be addressed to AP Block 4001 Venture Urban Renewal LLC, c/o iStar, 1100 Ocean Avenue, Asbury Park, NJ 07712, Attention: Brian Cheripka, Senior Vice President, unless, prior to the giving of notice, the Entity shall have notified the City otherwise in writing.

B. Upon the transfer of title to the Project or any Project Component, notice shall be sent to the new owner at the Project or to the address for the new owner on the last tax duplicate of the City unless written notice of a different address was provided to the Tax Assessor and Tax Collector of the City.

C. If requested in writing by the Entity or any successor, the City shall also send notices to any mortgagee of the Project or a Project Component.

Section 13.2 Sent by Entity

When sent by the Entity to the City, notice shall be addressed to the City Clerk, Mayor and City Manager at City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, unless, prior to the giving of notice, the City shall have notified the Entity otherwise in writing. The notice to the City shall identify the subject and property to which it relates.

Section 13.3 Delivery of Notices

Any notice required hereunder to be sent by either Party to the other shall be sent by a nationally recognized overnight courier service or by certified or registered mail, return receipt requested, addressed as specified above.

ARTICLE XIV - INTENTIONALLY OMITTED

ARTICLE XV - CONSTRUCTION/ENFORCEMENT

Section 15.1 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

ARTICLE XVI - WASTE AND REFUSE DISPOSAL

Section 16.1 Responsibility of Entity

Unless the City otherwise agrees, collection and disposition of all solid waste, refuse and recyclables emanating from the Project shall be the exclusive responsibility of the Entity prior to the filing of the master deed creating the condominium and thereafter by the condominium association or owner of a Project Component, or subsequent owner of the Project, but in no event shall be the responsibility of the City. The Entity or other responsible party shall engage a licensed collector, hauler or scavenger at the Entity's (or other responsible party's) cost and expense to collect and dispose such waste and recyclables.

ARTICLE XVII - INDEMNIFICATION

Section 17.1 Defined

It is understood and agreed that, in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default or a violation of any of the provisions of this Agreement or the provisions of N.J.S.A. 40A:20-1 et seq., by the Entity, the Entity shall indemnify and hold the City harmless, and the Entity agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which

intervention the Entity hereby consents. The expense of such intervention thereof shall be borne by the City.

ARTICLE XVIII - DEFAULT

Section 18.1 Default

“Default” shall mean and be the failure of the Entity or, as applicable, the successor owner of the Project or any Project Component (“Responsible Party”) to perform its obligations under this Agreement after notice and within applicable cure periods provided in this Agreement.

Section 18.2 Curing A Default

Should a Responsible Party be in Default in the payment or performance of its obligations under this Agreement, the City shall notify such Responsible Party and, if requested, such Responsible Party’s mortgagee, of said Default (“Default Notice”). Said Default Notice shall set forth with particularity the basis of the alleged Default. The Responsible Party and, if applicable, its mortgagee shall have 90 days following receipt of a Default Notice to cure any Default, except for a payment Default, which the Responsible Party and, if applicable, its mortgagee shall have 10 days to cure following receipt of a Default Notice. If any non-payment Default cannot be cured within the cure period then, provided that diligent cure efforts are being prosecuted, the period for cure shall be extended for an additional 90 days.

Section 18.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the Property, Project Component, or the Project, as applicable, which is the subject of the Default pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 et seq. All of the remedies provided in this Agreement to the City and all rights and remedies granted to it by law and equity shall be cumulative and concurrent but shall, assuming that a condominium regime has been established with respect to the Project, be applied solely against the Project Component to which the Default applies. Further, the bringing of any action for any unpaid charges due to the City under this Agreement, for the Annual Service Charge, or for breach of any covenant or the resort to any

other remedy herein provided for shall not be construed as a waiver of the right of the City to terminate the tax exemption with respect to the Project or, assuming that a condominium regime has been established, with respect to the Project or against the Project Component which is the subject of the Default.

Section 18.4 Force Majeure

The Parties acknowledge and agree that the performance or non-performance by both or either of the Parties of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is the result of a Force Majeure Event, provided however, that the Force Majeure Event was not the result of or did not arise out of any unlawful action or non-action of the party relying on such Force Majeure Event as justification for the performance, failure of performance, or delay in performance of the subject obligation, requirement, commitment or other responsibility. In the event of a Force Majeure Event, either party hereto may obtain an extension of time to perform any obligations arising under this Agreement by notifying the other party in writing pursuant to the provisions of Article XIV of the Force Majeure Event no later than thirty (30) days after the first occurrence of the Force Majeure Event, and such extension of time shall commence upon the first occurrence of the applicable Force Majeure Event; provided, however, that if either party fails to give such notice within such thirty (30) day period, and the event or occurrence that is the basis for the Force Majeure Event continues for more than thirty (30) days, such delay shall still be a Force Majeure Event that excuses the impacted party's performance if the impacted party gives notice thereof, but the period of time during which such performance is excused shall commence on the date when the notice is received by the non-impacted party. Any extension of time shall only be for so long as the Force Majeure Event reasonably requires.

ARTICLE XIX - TERMINATION

Section 19.1 Termination Upon Default of the Entity

A. In the event that the Responsible Party or, if applicable, its mortgagee fails to cure or remedy a Default within the time period provided in Section 18.2, the City may terminate this Agreement in accordance with the terms of this section. The City may terminate this Agreement only after the expiration of (i) the cure periods set forth in Section 18.2, and (ii) 30 days following receipt of written notice from the City by the Responsible Party and, if applicable, its mortgagee of the City's intent to terminate this Agreement ("Termination Notice"). The City shall deliver the Termination Notice only after the cure periods set forth in Section 18.2 have expired. Assuming that a condominium regime has been established with respect to the Project, the City's right to terminate this Agreement shall be limited solely to the Project Component to which the Default applies. For purposes of the Entity or Responsible Party rendering a final financial accounting, the Termination of this Agreement shall be deemed to be the end of the fiscal year for the Entity or Responsible Party. The Entity or Responsible Party shall within 90 days after the date of such Termination, pay to the City a sum equal to the amount of the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-13 and N.J.S.A. 40A:20-15 as well as the excess profit, if any, payable under this Agreement. The Termination date of this Agreement shall be deemed to be the end of such Entity's or other Responsible Party's fiscal year.

B. Upon such termination of the exemption for the Project, or a Project Component, all affected properties and all improvements made thereto shall be assessed from the date of termination under conventional real property taxation principles.

ARTICLE XX - MISCELLANEOUS

Section 20.1 Conflict

The Parties agree that in the event of a conflict between the Application and this Agreement, this Agreement shall govern and control. The Governing Law shall supersede any conflict between its terms and this Agreement provided that the Governing Law shall be interpreted and applied in a manner consistent with the terms of the RAB Law.

Section 20.2 Oral Representations

There have been no oral representations made by any of the Parties hereto which are not contained in this Agreement. This Agreement, the City's Ordinance approving this Agreement, the Application, that certain Subsequent Developer Agreement by and between the Parties to be executed and delivered contemporaneously with this Agreement, and that certain Special Assessment Agreement by and between the Parties to be executed and delivered contemporaneously with this Agreement, constitute the entire Agreement between the Parties, and there shall be no modifications hereto other than by a written instrument executed and delivered by the Parties. In the event of a conflict between this Agreement and the Subsequent Developer Agreement or the Special Assessment Agreement, this Agreement shall control.

Section 20.3 City's Ordinance

The City's Ordinance approving this Agreement is incorporated in this Agreement and a made part hereof as Exhibit 2.

Section 20.4 Good Faith

The covenants of good faith, fair dealing and implied necessity are deemed incorporated into and made a part of this Agreement.

Section 20.5 Grammatical Usage

The bracketing of the letter "s" at the end of a word such as unit(s) shall mean the singular or plural as proper meaning requires and all related verbs and pronouns shall be made to correspond.

Section 20.6 Tentative Financial Plan

A financial plan and detailed representations and covenants by the Entity conforming to N.J.S.A. 40A:20-9 for the undertaking of the Project is included in the Application. The Entity represents that it will diligently attempt to construct the Project in accordance with the information contained in the Application and the terms of the Subsequent Developer Agreement.

Section 20.7 Condominium Sales.

Notwithstanding anything to the contrary contained in Section 9.1, the City expressly agrees and consents to the sale of the Project Components to purchasers upon the filing of the master deed for the Project and to their successors and assigns and that upon the transfer of title to a Project Component by the Entity to a third party purchaser in accordance with the terms of this Agreement, the Entity's obligations under this Agreement with respect to such Project Component shall cease, the tax exemption granted hereby and all obligations related thereto shall continue and inure to and bind each successor in title to the Entity notwithstanding that such persons are not urban renewal entities pursuant to the Governing Law. The proceeds of the sale of any Project Component shall not be included in the Annual Gross Revenue or Net Profit of the Entity or its successors or assigns. Notwithstanding the foregoing, the prior written consent of the City, not to be unreasonably withheld, shall be required prior to the Entity imposing a condominium regime on the Residential Component that converts the individual residential units within the Residential Component into separate, for-sale units.

Section 20.8 Payment of Other Fees for Municipal Services

To the extent that the City collects fees from property owners for the provision of certain services provided by the City or its agents, the Entity or other Responsible Party agrees to make payments for such municipal services, including without limitation water and sewer charges and connection fees, if and to the extent applicable, and any services that create a lien on parity with or superior to the lien for the Land Taxes and Annual Service Charges, as required by law. Nothing herein is intended to release the Entity or other Responsible Party from its obligation to make such payments.

Section 20.9 Severability

A. If any term, covenant or condition of this Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term,

covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

B. If any portion of this Agreement shall be judicially declared to be invalid and unenforceable and provided that a default has not been declared pursuant to this Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore the Agreement to the manner and economic effect contemplated by the Parties, including, but not limited to the authorization and amendment of this Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

Section 20.10 Certification

The City shall certify to the City Tax Assessor, pursuant to the Governing Law, that this Agreement entered into by the City and the Entity has been lawfully entered into and is in effect pursuant to the Governing Law. The delivery by the City to the City Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon the delivery of the certification as required hereunder, the City Tax Assessor shall implement the tax exemption upon Substantial Completion of the Project and continue to enforce the tax exemption without further certification by the City until the Termination of this Agreement. Further, upon the adoption of this Agreement, the Ordinance shall be transmitted to the Director of the New Jersey Division of Local Government Services in the Department of Community Affairs by the City.

Section 20.11 Estoppel Certificate

Within thirty (30) days following written request therefor by the Entity, or any mortgagee, purchaser, tenant or other party having an interest in the Project, the City shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect, (ii) to the best of the City's knowledge, no Default has occurred under this Agreement (nor any event which, with the passage of time and the giving of notice would result in the occurrence of a Default) or stating the nature of any Default; and (iii) stating any such other reasonable information as may

be requested. In the event the estoppel certificate discloses a Default, it shall be identified with reasonable detail.

Section 20.12 Exhibits and Schedules

Schedule 1

– Minimum Annual Service Charge Payments

Exhibit 1 - The Application

Exhibit 2 – Ordinance authorizing the execution of this Agreement

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AP BLOCK 4001 VENTURE URBAN
RENEWAL LLC

Brian Cheripka, Senior Vice President
an Authorized Officer

THE CITY OF ASBURY PARK

John Moor, Mayor

[SEAL]

ATTEST:

Melody Hartsgrove, RMC, City Clerk

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 2021, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

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

Notary Public

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 2021, Brian Cheripka personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as authorized officer of AP Block 4001 Venture Urban Renewal LLC; and
- (c) executed the instrument as the act of AP Block 4001 Venture Urban Renewal LLC.

Notary Public

SCHEDULE 1

Year During the Term	Minimum Annual Service Charge
1	\$0
2	\$0
3	\$0
4	\$600,000
5	\$612,000
6	\$624,240
7	\$636,725
8	\$649,459
9	\$662,448
10	\$675,697
11	\$689,211
12	\$702,996
13	\$717,056
14	\$731,397
15	\$746,025
16	\$760,945
17	\$776,164
18	\$791,687
19	\$807,521
20	\$823,671
21	\$840,145
22	\$856,948
23	\$874,087
24	\$891,568
25	\$909,400
26	\$927,588
27	\$946,140
28	\$965,062
29	\$984,364
30	\$1,004,051

Schedule 20(b)
Proposed Special Assessment Agreement

Record and return to:

John M. Cantalupo, Esq.
Archer & Greiner P.C.
10 Highway 35
Red Bank, New Jersey 07003

SPECIAL ASSESSMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ASBURY PARK
AND
AP BLOCK 4001 VENTURE URBAN RENEWAL LLC

THIS SPECIAL ASSESSMENT AGREEMENT (hereinafter “**Special Assessment Agreement**”), made this ____ day of _____, 2021, by and between **AP BLOCK 4001 VENTURE URBAN RENEWAL LLC** (the “**Entity**”), the Entity being qualified to do business under applicable law, including the provisions of the Long Term Tax Exemption Law (as defined herein), with offices as hereinafter specified, along with its permitted successors and/or assigns, and the **CITY OF ASBURY PARK**, a municipal corporation in the County of Monmouth and the State of New Jersey (the “**City**”), and together with the Entity, the “**Parties**”).

WITNESSETH:

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

WHEREAS, the Redevelopment Law confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Redevelopment Law, 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 Redevelopment Law; 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**”) with respect to the “**Asbury Park Waterfront Redevelopment Area**,” as defined in the Redevelopment Plan (the “**Waterfront Redevelopment Area**”);

WHEREAS, pursuant to the Redevelopment Law, 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 Redevelopment Law;

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same has been or may be amended and supplemented in accordance with its terms, including, without limitation, by that certain “First Amendment to that certain Amended and Restated Redeveloper and Land Disposition Agreement” dated August 1, 2018 (the “**First Amendment to Redeveloper Agreement**”), and by that certain “Second Amendment to that certain Amended and Restated Redeveloper and Land Disposition Agreement, dated October 3, 2019 (collectively, the “**Redeveloper Agreement**”);

WHEREAS, as a result of the world-wide financial issues (the “**Financial Crisis**”) occurring in or about 2008, iStar Financial Inc. as lender to Master Developer foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to ownership of such membership interests;

WHEREAS, during the Financial Crisis, the Parties arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement;

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and the RAB Law, and (ii) local improvements within the meaning, and for the purposes set forth in, Chapter 229 of the Pamphlet Laws of 1938, and Chapter 175 of the Pamphlet Laws of 1951, all as amended and supplemented, and codified at N.J.S.A. 40:56-1 et seq., the “**Local Improvements Law**”) for which a Special Assessment (as defined herein) may be imposed;

WHEREAS, on or about July 18, 2011, arbitrator, Honorable Nicholas Politan issued an arbitrator's award (the “**Arbitrator's Award**”) that determined, among other things, that the Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential units and other economic development activity within the Waterfront Redevelopment Area;

WHEREAS, in order to comply with the spirit of the Arbitrator's Award, to induce the Master Developer to proceed expeditiously with the development of the Infrastructure Improvements (as defined herein) and other economic development activities within the Waterfront Redevelopment Area, and to determine the appropriate means to finance the cost of the Infrastructure Improvements, the City has determined that the cost of the Infrastructure Improvements should be assessed in the manner provided in N.J.S.A. 40:56-1 et seq. and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. (the “**RAB Law**”);

WHEREAS, in order to facilitate the development of the Redevelopment Area, in June 2018 the City amended the then existing 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;

WHEREAS, on June 13, 2018, the City adopted the First Amendment to Redeveloper Agreement, which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers;

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

WHEREAS, the Entity is an urban renewal entity that 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 the Entity's intention to develop and construct the Project (as defined herein) on the Project Site (as defined herein) within the Redevelopment Area pursuant to that certain subsequent developer agreement with the City to be executed contemporaneously herewith (the “**Subsequent Developer Agreement**”);

WHEREAS, pursuant to the “Long Term Tax Exemption Law,” constituting Chapter 431 of the Pamphlet Laws of 1991, as amended and supplemented, and codified at N.J.S.A. 40A:20-1 et seq. (the “**Long Term Tax Exemption Law**”), a redeveloper that is an urban renewal entity may enter into a financial agreement with a municipality to make payments in lieu of taxes (“**PILOT**”) with respect to property owned by the urban renewal entity in a redevelopment area;

WHEREAS, in order to enhance the economic viability of an opportunity for a successful implementation of the Project, the City and the Entity are proposing to enter into a financial agreement to be executed contemporaneously herewith governing payment by the Entity to the City of a **PILOT** in connection with the Project pursuant to the Long Term Tax Exemption Law (the “**Financial Agreement**”);

WHEREAS, pursuant to the RAB Law, a municipality may issue non-recourse redevelopment area bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, including Infrastructure Redevelopment Projects to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, which RABs may be secured by, among other things, a special assessment (the “**Special Assessment**”) on certain property within an area in need of redevelopment;

WHEREAS, in furtherance of the transactions contemplated by this Special Assessment Agreement, the Subsequent Developer Agreement, the Financial Agreement and that certain Project Finance Agreement executed by and between the City and the Master Developer, dated as of December 2012 (as amended, the “**Project Finance Agreement**”), the City intends to issue RABs pursuant to the RAB Law, the net proceeds of which may be applied to the payment of, and/or reimbursement to, the Master Redeveloper for Infrastructure Redevelopment Projects undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area;

WHEREAS, in order to provide primary security for the payment of the RABs, and to additionally secure the payment of the **PILOTs** payable to the City, the parties desire to enter into this Special Assessment Agreement pursuant to which the City shall have a right to impose a Special Assessment in accordance with the terms of this Special Assessment Agreement;

WHEREAS, in order to effect the mechanism for the payment by the Entity to the City of the Special Assessment, the City has finally adopted on [_____] [____], 2021 that certain Special Assessment ordinance entitled “[An Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State of New Jersey, Providing For The Special Assessment Of The Cost Of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility And Other Infrastructure Improvements On Block 4001, Lots 2-15 Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof]” (the “**Special Assessment Ordinance**”); and

WHEREAS, it is the intent of the Parties that, so long as the Owner (as defined herein) makes all required payments under the Financial Agreement, such Owner shall not be required to make payment of the Unpledged Portion of the Special Assessment (as defined herein) hereunder.

NOW, THEREFORE, in consideration of one dollar (\$1.00), the mutual covenants and promises set forth above and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. GENERAL PROVISIONS

SECTION 1.01 Governing Law — THIS SPECIAL ASSESSMENT AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THIS STATE, INCLUDING THE PROVISIONS OF THE REDEVELOPMENT LAW, THE LOCAL IMPROVEMENTS LAW, THE RAB LAW AND ALL OTHER APPLICABLE LAWS. IT IS HEREBY EXPRESSLY ACKNOWLEDGED, UNDERSTOOD AND AGREED THAT UPON THE RECORDATION OF THE SPECIAL ASSESSMENT ORDINANCE AND THIS SPECIAL ASSESSMENT AGREEMENT IN ACCORDANCE WITH SECTION 7.01 HEREOF, THE LAND, AND ANY IMPROVEMENT RELATED THERETO, AS SUCH TERMS ARE DEFINED HEREIN, SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS OF THIS SPECIAL ASSESSMENT AGREEMENT AND EACH AND EVERY OWNER, WHETHER IN FEE SIMPLE OR OTHERWISE, OF ANY SUCH PARCEL OF LAND, AND ANY IMPROVEMENT RELATED THERETO, REGARDLESS OF WHETHER SUCH OWNER SHALL BE AN URBAN RENEWAL ENTITY, OR ANY OTHER COMPANY, ENTITY OR PERSON (EACH INDIVIDUALLY REFERRED TO HEREIN AS AN “OWNER”) SHALL BE BOUND BY THE TERMS HEREOF. IN THE EVENT OF ANY BREACH OR DEFAULT OF THIS SPECIAL ASSESSMENT AGREEMENT BY AN OWNER, SUCH BREACH OR DEFAULT SHALL NOT CONSTITUTE A BREACH OR DEFAULT BY ANY OTHER OWNER(S) AND SUCH OTHER OWNER(S), AND ITS RESPECTIVE PARCEL OR PORTION OF LAND, AND ANY IMPROVEMENTS RELATED THERETO, SHALL CONTINUE TO BE SUBJECT TO, GOVERNED BY AND BOUND BY THIS SPECIAL ASSESSMENT AGREEMENT.

SECTION 1.02 General Definitions — The recitals and Exhibits to this Special Assessment Agreement are hereby incorporated by reference herein as if set forth at length. The following terms shall have the meaning assigned to such terms in the recitals hereof:

Arbitrator’s Award	Project Finance Agreement
City	RAB Law
Entity	RABs
Financial Agreement	Redeveloper Agreement
Financial Crisis	Redevelopment Law
Infrastructure Improvements	Redevelopment Plan
Infrastructure Redevelopment Project	Special Assessment
Local Improvements Law	Special Assessment Agreement
Long Term Tax Exemption Law	Special Assessment Ordinance
Master Developer	Subsequent Developer Agreement
Parties	Waterfront Redevelopment Area
PILOT	

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Special Assessment Agreement shall mean:

Annual Service Charge — shall have the meaning ascribed to such term in the Financial Agreement.

Assignment Agreement — shall mean the agreement to be executed in connection herewith between the City and the Trustee assigning the Pledged Portion of the Special Assessment to the Trustee for the benefit of the holders of the RABs.

Ground Lease Transaction - shall have the meaning ascribed to such term in the Financial Agreement.

In Rem Tax Foreclosure — shall mean a summary proceeding by which the City may enforce the lien for taxes, special assessments and other statutory liens. Said foreclosure is governed by N.J.S.A. 54:5-1 *et seq.*

Indenture — shall mean the indenture of trust approved in connection with and providing for, among other things, the trust estate securing the RABs.

Land — shall mean the real property known as Block 4001, Lots 2-15, upon which the Project shall be constructed, all as set forth on the tax maps of the City.

Legal Interest - while repayment of the Special Assessment is current and in good standing, Legal Interest shall be represented by the interest rate on the RABs issued to finance or refinance the cost of the Infrastructure Improvements. In the event that an Owner fails to timely pay, in full, any installment of the Special Assessment, Legal Interest with respect to such installment shall mean the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

Minimum Annual Service Charge — shall have the meaning ascribed to such term in the Financial Agreement.

Owner — shall have the meaning ascribed to such term at Section 1.01.

Pledged Portion of the Special Assessment — shall mean that portion of the Special Assessment that is assigned to the Trustee pursuant to the Assignment Agreement and pledged to the payment of the principal of and interest on the RABs as set forth in Exhibit B.

Project — shall mean the redevelopment of vacant land into a mixed use project consisting of the following components (each, a “Project Component”): (i) approximately 206 residential rental apartment units located within a mixed use structure that varies in height from 3 to 6 stories, structural parking containing approximately 249 parking spaces, approximately 20 residential rental townhome units located within 4 separate 4-story buildings that will contain 5 townhome units each, and approximately 42 additional parking spaces (the “Residential Component”), and (ii) approximately 4,600 square feet of ground floor retail space located within the 3 to 6 story mixed use structure (the “Retail Component”) and all together with related amenities and improvements, to be constructed on the Project Site in accordance with the terms of the Subsequent Developer Agreement, the Financial Agreement and this Special Assessment Agreement. The Entity may, at its discretion, impose a condominium regime such that the Residential Component and the Retail Component may become separate condominium units.

Project Site — shall mean the Land.

Substantial Completion or Substantially Complete – shall mean the determination by the City, in its reasonable opinion made with the advice of the Entity, with respect to the Project, that the construction activities entailed are completed in all material respects and that the Project is ready for its intended use; and as further defined in N.J.S.A. 54:4-63.1 *et seq.*, issuance of either a Temporary Certificate of Occupancy or a final Certificate of Occupancy for the entirety of the Project shall be conclusive proof of Substantial Completion, but the issuance of either such certificate is not required in order for a determination by the City that the Project is Substantially Complete

Tax Sale Law — N.J.S.A. 54:5-1 *et seq.*, as the same may be amended or supplemented from time to time.

Trustee — shall mean the trustee appointed under the Indenture.

Unpledged Portion of the Special Assessment — shall mean that portion of the Special Assessment, if applicable, that is paid to the City pursuant to the terms of this Special Assessment Agreement as set forth in Exhibit B.

ARTICLE II. DURATION OF SPECIAL ASSESSMENT AGREEMENT

SECTION 2.01 Term. The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that this Special Assessment Agreement, including the obligation to pay the Special Assessment required under Article III hereof, shall remain in effect, for a period of thirty (30) years from the date that the first Special Assessment amount is due in accordance with the terms hereof.

ARTICLE III. SPECIAL ASSESSMENT AMOUNT

SECTION 3.01 Special Assessment Amount and Installments

(a) The Owner hereby expressly, irrevocably and unconditionally acknowledges and agrees that, with respect to the Land and the Project to be constructed thereon: (i) the Special Assessment for the Project shall be the total amount set forth in Exhibit A, increased if applicable, by the Unpledged Portion of the Special Assessment, but only to the extent the Owner is not current on the PILOT and any other amounts due under the Financial Agreement (the “**Principal Amount**”); and (ii) the Principal Amount of the Special Assessment shall be, and is hereby irrevocably and unconditionally accepted in full and agreed to by the present Owner of the Land and Project constructed thereon from time-to-time (on behalf of such present Owner and all subsequent Owner(s)) and in accordance with N.J.S.A. 40A:12A-66(c) of the RAB Law and shall be deemed to be, in lieu of a determination by the procedures otherwise applicable to determining the actual benefit conferred on the Land and the Project constructed thereon from time-to-time, the benefit conferred on the Land and the Project by the Infrastructure Improvements.

(b) The Special Assessment for the Project shall be allocated to the Land and the Project and, shall be payable quarterly on February 1, May 1, August 1 and November 1 of each year during the term of this Special Assessment Agreement with the first such installment commencing to accrue on the first day of the month immediately following the earlier of: (i) eligibility of the Project for the

issuance of a Certificate of Occupancy or a determination that the Project is otherwise Substantially Complete; and (ii) the expenditure of all capitalized interest available to pay interest on the RABs. The Special Assessment for the Project shall consist of the aggregate of the Unpledged Portion of the Special Assessment, if any, and the Pledged Portion of the Special Assessment.

(c) The Unpledged Portion of the Special Assessment, if any (in accordance with the provisions of Section 4.02(b) below), shall be paid to the City in the manner of any PILOT payable under the Financial Agreement and allocated to the Project in accordance with the calculation of the Annual Service Charge under the Financial Agreement, and as further set forth in Exhibit B hereto.

(d) The Pledged Portion of the Special Assessment for the Project shall be the amount set forth in Exhibit B hereto, and irrevocably assigned by the City pursuant to the Assignment Agreement and paid over to the Trustee to be applied to the payment of debt service on the RABs.

(e) Each installment payment of the aforesaid Special Assessment amount is to be made to the City and/or the Trustee, as the case may be, and shall be clearly identified as a Special Assessment payment for the Project.

SECTION 3.02 Interest on Past Due Amounts; Credit for PILOT Payments; Legal Interest

(a) Each Owner hereby expressly, irrevocably and unconditionally agrees, warrants, covenants and accepts that in the event that the Owner fails to timely pay, in full, any installment of any Special Assessment amount, the amount past due shall bear the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

(b) The City shall credit its receipt of the Annual Service Charge or Minimum Annual Service Charge, as applicable, pursuant to the Financial Agreement, by or on behalf of the Owner against the Owner's respective portion of the Unpledged Portion of the Special Assessment, but only to the extent of the amount of the Annual Service Charge or Minimum Annual Service Charge payments, as applicable, that are actually received by or on behalf of the City. It is the intent and agreement of the Parties that, so long as an Owner makes all required payments under the Financial Agreement it shall not be required to make the payment of the Unpledged Portion of the Special Assessment otherwise required under this Special Assessment Agreement. Further, upon the occurrence of termination of the Financial Agreement, the City shall credit its receipt of the municipal share of generally applicable taxes against the Unpledged Portion of the Special Assessment otherwise required to be paid under this Special Assessment Agreement.

(c) The Parties hereby agree that the City shall have the obligation to charge Legal Interest on unpaid installments of the Pledged Portion of the Special Assessments. Notwithstanding the preceding sentence, the City shall have the right, but not the obligation to charge Legal Interest on any unpaid installment of the Unpledged Portion of the Special Assessments.

(d) The City agrees that upon the Entity's transfer of title to the Project, or in the event a condominium regime is imposed, either Project Component, including the Project Site, to a successor Owner, the obligation to make payments of Special Assessment shall run with the Land to the successor Owner(s) and the predecessor Owner shall have no further obligation to make such payments; provided that in the event of a Ground Lease Transaction, the Owner of the improvements

comprising the Residential Component or Retail Component, or both, as applicable, and not the Owner of the Project Site, shall be obligated to make payments of the Special Assessment.

ARTICLE IV. **MUNICIPAL LIEN; SUBORDINATION OF FEE TITLE**

SECTION 4.01 Municipal Lien

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that in accordance with the Local Improvements Law, specifically N.J.S.A. 40:56-33, and the RAB Law, specifically N.J.S.A. 40A:12A-66(c), and such other statutes as may be sources of relevant authority, if any, upon as a consequence of the previously recorded Special Assessment Ordinance and the recordation of this Special Assessment Agreement, as set forth in Section 7.01 hereof, the Special Assessment Ordinance, this Special Assessment Agreement, and any amount due hereunder, including without limitation, the Special Assessment, shall constitute an automatic, enforceable and perfected statutory municipal lien for all purposes of law.

(b) The Parties hereby expressly, irrevocably and unconditionally represent, agree, warrant and covenant that this Special Assessment Agreement, and the municipal lien created hereby, is valid and enforceable in accordance with all applicable law, including without limitation the Local Improvements Law and the RAB Law.

SECTION 4.02 Subordination of Fee Title. The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that the Owner has the right, subordinate to the municipal lien, as a matter of law, to encumber the fee title to its property, including any improvements related thereto, and that any such subordinate encumbrance shall not be deemed to be a violation of this Special Assessment Agreement.

ARTICLE V. **DEFAULT**

SECTION 5.01 Default. Default shall be failure of any party to perform its obligations under this Special Assessment Agreement, beyond any applicable notice, cure or grace period (each a “**Default**”). In addition, a Default under this Special Assessment Agreement by any Owner shall only be considered a Default against that specific property to which the Default applies and from which it arises, without any implication of Default against any other Owner or property.

SECTION 5.02 Cure Upon Default. Should any party be in Default of any obligation under this Special Assessment Agreement, the other party shall notify the defaulting party and any mortgagee, if applicable, in writing of said Default. Except as otherwise limited by law, the defaulting party shall have sixty (60) days to cure any Default provided however, if such Default cannot be cured timely but cure action is being diligently prosecuted, such sixty (60) day period shall be extended to permit required cure action to be concluded, other than a payment Default, for which the defaulting party shall have ten (10) days to cure. Notwithstanding the foregoing, a cure period for a Default shall not run longer than any period necessary to pay the principal of and interest on the RABs, when due, on time and in full.

SECTION 5.03 Remedies for Default

(a) In the event of any uncured Default by the City, the Owner may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Special Assessment Agreement, including an action for specific performance or damages.

(b) In the event of any uncured Default by an Owner, the City may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Special Assessment Agreement, including an action for specific performance or damages. No Default hereunder by an Owner shall terminate this Special Assessment Agreement (except as described herein) and its obligation to pay the Special Assessment amounts due hereunder, which shall continue in effect for the duration as set forth in Section 2.01 hereof.

SECTION 5.04 Default in the Payment of Special Assessment. Upon any Default by the Owner in payment of any installment of the Special Assessment, the City, in addition to its other remedies, reserves the right to proceed against the Land to which the Default applies, and any improvements related thereto, in the manner provided by Applicable Law and shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure law. As set forth in the RAB Law, specifically N.J.S.A. 40A:12A-66(c), an event of a default by the Owner in the payment of an installment of the Special Assessment shall not result in the acceleration of the subsequent installments of the Special Assessment and such subsequent installments shall be considered as not in default and the municipal lien for the subsequent installments of the Special Assessment not yet due shall continue.

ARTICLE VI. NOTICES

SECTION 6.01 Notice. Formal notices, demands and communications between and among the City and an Owner shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

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

If to the City:

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
Attn: Donna Vieiro, City Manager

with copies to:

John M. Cantalupo, Esq.
Archer & Greiner P.C.

10 Highway 35
Red Bank, New Jersey 07003

If to:

The Entity:

AP BLOCK 4001 VENTURE URBAN RENEWAL LLC
c/o iStar Residential
1100 Ocean Avenue
Asbury Park, New Jersey 07712
Attention: Brian Cheripka, Senior Vice President

with copies to:

Jennifer Phillips Smith, Esq.
Gibbons P.C.
One Gateway Center
Newark, NJ 07102-5310

and to:

Stephen B. Pearlman, Esq.
Pearlman & Miranda, LLC
110 Edison Place, Suite 301
Newark, NJ 07102

If to any other Owner:

The notice shall be directed to the Owner's address as set forth in the property tax records of the City.

**ARTICLE VII.
MISCELLANEOUS**

SECTION 7.01 Recording. Upon the execution and delivery of this Special Assessment Agreement, the entire Special Assessment Agreement and the Special Assessment Ordinance shall be filed and recorded with the Monmouth County Clerk by the City, at the Entity's expense, such that this Special Assessment Agreement and the Special Assessment Ordinance shall be reflected upon the land records of the County of Monmouth as a municipal lien upon and a covenant running with each and every parcel of Land and any improvements related thereto.

SECTION 7.02 Counterparts. This Special Assessment Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.03 Amendments. This Special Assessment Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

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SECTION 7.04 Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof. In such event, the Parties shall confer in good faith and endeavor to reform this Special Assessment Agreement in a manner which is lawful and produces the same or substantially the same results as existed prior to the declaration of illegality or invalidity.

SECTION 7.05 Exhibits. The Exhibits attached to this Special Assessment Agreement are incorporated herein and made part of this Special Assessment Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Special Assessment Agreement to be executed as of the day and year first above written.

ATTEST:

CITY OF ASBURY PARK

City Clerk

By: _____
John Moor, Mayor

**AP BLOCK 4001 VENTURE URBAN
RENEWAL LLC**

By: _____
Name: _____
Authorized Signatory

STATE OF NEW JERSEY)
)
 COUNTY OF MONMOUTH) SS:

I CERTIFY that on _____, 2021 John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

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

 Notary Public

STATE OF NEW JERSEY)
)
 COUNTY OF MONMOUTH) SS:

I CERTIFY that on _____, 2021 Brian Cheripka personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as authorized officer of AP BLOCK 4001 VENTURE URBAN RENEWAL LLC; and
- (c) executed the instrument as the act of AP BLOCK 4001 VENTURE URBAN RENEWAL LLC.

 Notary Public

EXHIBIT A**INFRASTRUCTURE IMPROVEMENTS**

The Special Assessment shall include the costs related to the following Infrastructure Improvements, which are allocable to the Land, including but not limited to the hard costs of construction, the costs of engineering, planning and design, the costs of construction management services and other soft costs and costs of issuance related thereto:

	Block 4001
Mobilization, clearing, test pits	\$ 14,676
RCP Pipe	\$ 11,105
Box Culverts	\$ -
Drainage Man Holes	\$ 2,984
Drainage Inlets	\$ 6,117
Sanitary Pipe and Fittings	\$ 6,455
Sanitary Man Holes	\$ 3,591
Paving	\$ 137,049
Curbs, walks and Pavers	\$ 32,025
Traffic marking	\$ 1,835
Landscaping	\$ 15,791
Street Lighting	\$ 29,786
Fill	\$ 7,338
Streetscape	\$ 2,749
Fire Connections	\$ -
Electrical (not street lights)	\$ 32,806
Testing and Inspection	\$ 3,669
Total	\$ 307,975

*The \$307,975 Principal Amount constitutes a portion of the \$4,000,000 cost of Phase VI of Infrastructure Improvements applicable to Block 4001, Lots 2-15 on the tax maps of the City

EXHIBIT B**CALCULATION OF SPECIAL ASSESSMENT,
PLEDGED AND UNPLEDGED PORTIONS**

The Special Assessment shall be calculated as follows:

- A. Pledged Portion of the Special Assessment**
- a. Without Condominium Regime. Provided a condominium regime has not been created, the Pledged Portion of the Special Assessment during the term of this Special Assessment Agreement shall be a constant payment of \$75,000 per annum.
 - b. With Condominium Regime. If a condominium regime has been created, the Pledged Portion of the Special Assessment allocable to the Residential Component shall be \$75,000 per annum and the Pledged Portion of the Special Assessment Allocable to the Retail Component shall be zero.
- B. Unpledged Portion of the Special Assessment**
- a. Without Condominium Regime. Provided a condominium regime has not been created, the Unpledged Portion of the Special Assessment during the term of this Special Assessment Agreement shall be equal to the Annual Service Charge payments set forth in Article IV of the Financial Agreement.
 - b. With Condominium Regime. If a condominium regime has been created, the Unpledged Portion of the Special Assessment allocable to the Residential Component shall be equal to the Annual Service Charge payments set forth in Article IV of the Financial Agreement allocable to the Residential Component and the Unpledged Portion of the Special Assessment allocable to the Retail Component shall be equal to the Annual Service Charge payments set forth in Article IV of the Financial Agreement allocable to the Retail Component.

EXHIBIT 2

Ordinance



**Asbury Park, New Jersey
ORDINANCE NO. 2021-34**

**AN ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE
EXECUTION OF A FINANCIAL AGREEMENT WITH AP BLOCK 4001 VENTURE
URBAN RENEWAL LLC AND GRANTING A TAX EXEMPTION**

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 qualify as areas "in need of redevelopment"; and

WHEREAS, the Act confers certain contract, planning, and financial powers upon a Redevelopment Entity, as that term is defined in the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey, 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") with respect to the "Asbury Park Waterfront Redevelopment Area," as defined in the Redevelopment Plan (the "Redevelopment Area"); and

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to undertake redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and Asbury Partners, LLC (the "Master Developer") entered into that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002 (as the same has been amended and supplemented in accordance with its terms, the "Redeveloper Agreement"); and

WHEREAS, AP Block 4001 Venture Urban Renewal, LLC, (the "Entity") an affiliate of Master Developer, which pursuant to the Redeveloper Agreement and Redevelopment Plan, intends to redevelop vacant land into a mixed use project consisting of approximately 206 residential rental apartment units located within a mixed use structure that varies in height from 3 to 6 stories, structural parking containing approximately 249 parking spaces, approximately 20 residential rental townhome units located within 4 separate 4-story buildings that will contain 5 townhome units each, and approximately 42 additional parking spaces allocated to the townhome units, approximately 4,600 square feet of ground floor commercial space located within the 3 to 6 story mixed use structure and all together with related amenities and improvements in accordance with the approval by the City's Planning Board to be obtained (the "**Project**") on property identified as Block 4001, Lots 2-15 on the tax maps of the City, which is within the Redevelopment Area (the "**Project Site**") and in accordance with all Governmental Approvals (as defined herein); and

WHEREAS, the Entity has been qualified by the State of New Jersey 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 "LTTE Law"), and was created for the development, operation and maintenance of the Project; and

WHEREAS, in order to improve the feasibility of the construction, operation and maintenance of the Project, on February 3, 2021 the Entity made application to the City requesting a long term tax exemption and financial agreement with respect to the Project (the "Application") pursuant to the LTTE Law, which Application is on file with the City Clerk; and WHEREAS, the Entity has represented to the City that the Project would not be feasible in its intended scope but for the provision of financial assistance by the City; and

WHEREAS, after review of the Application, the City Manager recommended that the Application be approved on such terms as set forth in a proposed form of financial agreement (the "Financial Agreement") substantially in the form attached hereto as Exhibit A and by this reference incorporated herein, as may be modified in consultation with counsel as set forth herein, and

WHEREAS, the City Council has reviewed the Application and the terms of the Financial Agreement, and wishes to approve the Application on such terms, subject to the designation of the Entity as a Subsequent Developer, as such term is defined in the Redevelopment Agreement, and the execution of an agreement with the Entity as a Subsequent Developer in accordance with the Redevelopment Agreement, which is expected to occur simultaneously herewith and

WHEREAS, the City hereby finds that the relevant benefits of the Project to the redevelopment of the Redevelopment Area outweigh the costs, if any, associated with the tax exemption, and in fact increase City revenues over current levels by granting the long-term tax exemption for the Project, which relevant benefits are further described in the Application and the Financial Agreement; and

WHEREAS, the City hereby determines that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance.

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

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

II. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED (a) The Mayor is hereby authorized and directed to execute the Financial Agreement, substantially in the form as it has been presented to the City Council, and attached hereto as Exhibit A, subject to additions, deletions, modifications, or revisions deemed necessary and appropriate in consultation with counsel. (b) The Clerk of the City is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section II (a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document. (c) The City Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the City. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the City Clerk

also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County Counsel for informational purposes

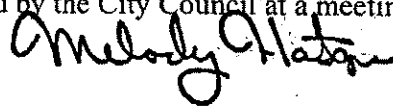
III. SEVERABILITY If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

IV. ACTION REGARDING FINANCIAL AGREEMENT The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Financial Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

V. AVAILABILITY OF THE ORDINANCE A copy of this Ordinance shall be available for public inspection at the offices of the City.

VI. EFFECTIVE DATE This Ordinance shall take effect according to law.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-34 which was finally adopted by the City Council at a meeting held on the 22nd day of September, 2021



MELODY HARTSGROVE
CITY CLERK

✓ Vote Record - Ordinance 2021-34						
☒ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended	Eileen Chapman	Mover	☒	☐	☐	☐
☐ Defeated	Yvonne Clayton	Voter	☒	☐	☐	☐
☐ Tabled	Jesse Kendle	Voter	☒	☐	☐	☐
☐ Withdrawn	Amy Quinn	Second	☒	☐	☐	☐
☐ Introduced	John Moor	Voter	☒	☐	☐	☐



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-359

Estoppel and Recognition Agreement with AP Block 4001 Lender LLC as the Mezzanine Lender
for AP Block 4001 Venture Urban Renewal, LLC



RESOLUTION NO. 2023-359

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO AN ESTOPPEL AND RECOGNITION AGREEMENT WITH AP BLOCK 4001 LENDER LLC AS THE MEZZANINE LENDER FOR AP BLOCK 4001 VENTURE URBAN RENEWAL, LLC IN CONNECTION WITH THE DEVELOPMENT OF PROPERTY LOCATED AT BLOCK 4001, LOTS 2.01, 2.02, AND 2.03

WHEREAS, by Resolution of the City Council of the City of Asbury Park (“**City Council**”), the City of Asbury Park (“**City**”) and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, as amended (collectively, “**Redeveloper Agreement**”), which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Waterfront Redevelopment Plan (“**Redevelopment Plan**”), which redevelopment it may choose to undertake itself, or through agreements with selected subsequent developers; and

WHEREAS, thereafter, by Resolution of the City Council, the City, Master Developer, and AP Block 4001 Venture Urban Renewal Entity LLC (the “**Entity**”), an Affiliate of Master Developer, entered into that certain Subsequent Development Agreement (“**SDA**”) dated March 19, 2021, which has been amended, whereby the Entity was designated as the Subsequent Developer to undertake a redevelopment Project as described in the SDA on the property identified as Block 4001, Lots 2-15 in the City of Asbury Park, and now known as Block 4001, Lots 2.01, 2.02, and 2.03 (“**Project Site**”); and

WHEREAS, copies of the Redevelopment Plan, Redeveloper Agreement and the SDA, as well as any amendments of same, are on file with the City Clerk; and

WHEREAS, pursuant to the SDA, the Entity is required to use commercially reasonable efforts to diligently undertake the financing of the Project and to that end, the City is advised that certain mezzanine financing is being obtained from AP Block 4001 Lender LLC (the “**Lender**”); and

WHEREAS, the Lender has requested that the City enter into an Estoppel and Recognition Agreement confirming, *inter alia*, (i) that to the best of the City’s knowledge the annexed copies of the Redevelopment Plan, Redeveloper Agreement, and SDA are true, correct, complete, and in effect; (ii) that to the best of the City’s knowledge, there exists no default,

breach or violation by either party under the Redeveloper Agreement or SDA; (iii) that the City consents to the mezzanine financing and to the perfection any related liens created thereunder upon the Entity's interest in and to the Project Site; and (iv) the Lender's rights in the event of foreclosure; and

WHEREAS, in furtherance of the Redeveloper Agreement and the SDA and in connection with the redevelopment of the City's Waterfront Redevelopment Area, the City and the Lender (to the Entity) wish to enter into an Estoppel and Recognition Agreement in substantially the form attached hereto.

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

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

Section 2. **Approval of the Estoppel and Recognition Agreement.** The Estoppel and Recognition Agreement in substantially the form attached hereto as **Exhibit A** is hereby approved.

Section 3. **Execution of the Estoppel and Recognition 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, upon the receipt from the Entity of executed counterparts, and upon satisfaction of all the legal conditions precedent to the execution and delivery by the City of the Estoppel and Recognition Agreement, if any, as same is determined by the Authorized Officers in consultation with counsel to the City, to execute the Estoppel and Recognition 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 and redevelopment counsel to the City, deems in the Mayor's sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor's consent to any such changes thereto.

Section 4. **Attestation and Sealing of the Estoppel and Recognition Agreement.** The Clerk of the City is hereby authorized and directed, upon the execution of the Estoppel and Recognition Agreement in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor or such Authorized Officer upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document.

Section 5. **Implementation of the Estoppel and Recognition Agreement.** Upon the execution and attestation and placing of the seal on the Estoppel and Recognition 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 Estoppel and Recognition Agreement.

Section 6. **Payment of Outstanding Costs.** This Resolution shall be effective immediately upon execution, subject to the condition of the Entity's full payment of any outstanding costs related to the review of the Project and/or the Estoppel and Recognition Agreement, together with the payment of any outstanding taxes, payments or other monies which may be due and owing to the City of Asbury Park, as may be applicable.

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. 2023-359 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

ESTOPPEL AND RECOGNITION AGREEMENT

(Redevelopment Agreements)

This **ESTOPPEL AND RECOGNITION AGREEMENT** (“**Agreement**”) dated as of _____, 2023, is made by **THE CITY OF ASBURY PARK**, a municipal corporation in the State of New Jersey, having its offices at One Municipal Plaza, Asbury Park, New Jersey 07712 (“**Municipality**”), for the benefit of **AP BLOCK 4001 LENDER LLC**, a Delaware limited liability company, with its office located at c/o Star Holdings, 1114 Avenue of the Americas, 39th Floor, New York, New York 10036 (together with its successors and assigns, “**Lender**”).

W I T N E S S E T H

WHEREAS, the Lender has agreed to make a mezzanine loan (the “**Loan**”) to **AP BLOCK 4001 PARTNERS LLC**, a Delaware limited liability company (“**Mezzanine Borrower**”), which will own one hundred percent (100%) of the membership interests (the “**Membership Interests**”) in and to **AP BLOCK 4001 VENTURE URBAN RENEWAL LLC**, a New Jersey limited liability company, having its principal place of business at c/o Star Holdings, 1114 Avenue of the Americas, 39th Floor, New York, New York 10036 (the “**Mortgage Borrower**”), in the original principal amount of \$10,600,000.00 (the “**Loan Amount**”) for Mortgage Borrower’s construction of a 206 residential rental apartment units located within a mixed use structure that varies in height from 3 to 6 stories, structural parking, approximately 20 residential rental townhome units located within 4 separate 4-story buildings that will contain 5 townhome units each, approximately 42 additional parking spaces allocated to the townhome units and approximately 4,600 square feet of ground floor retail space (the “**Project**”) all to be located at 1150 Kingsley Street, Lots 2 through 15 in Block 4001 (now known as Lots 2.01, 2.02 and 2.03 in Block 4001), City of Asbury Park, Monmouth County, New Jersey, more particularly described on Exhibit A attached hereto and made a part hereof (the “**Property**”), which Property is owned by Mortgage Borrower; and

WHEREAS, the Lender represents that the Loan is evidenced by that certain Mezzanine Loan Note dated the date hereof made by Mezzanine Borrower in favor of Lender in the maximum principal amount of \$10,600,000.00 (as modified, extended, amended, restated or assigned, the “**Note**”), the Note being secured by, among other things, a certain Pledge and Security Agreement (as modified, extended, amended, restated or assigned, the “**Pledge Agreement**”), and will be disbursed to Mezzanine Borrower pursuant to a certain Mezzanine Loan Agreement dated the date hereof between Mezzanine Borrower and Lender (as modified, extended, amended, restated or assigned, the “**Loan Agreement**”; and together with the Note, the Pledge Agreement and the other documents executed in connection therewith to evidence or secure the Loan, collectively, the “**Loan Documents**”); and

WHEREAS, the Property is included within that certain Asbury Park Waterfront Redevelopment Plan dated March 15, 2002 (last amended 2019) adopted by the Municipality (the “**Redevelopment Plan**”); and

WHEREAS, in furtherance of the Redevelopment Plan, the Municipality and Asbury Partners, L.L.C., a New Jersey limited liability company (“**Master Developer**”), as master developer, have entered into that certain Amended and Restated Redeveloper and Land Disposition Agreement, dated October 28, 2002, as amended by that certain First Amendment, dated as of August 1, 2018, and by that certain Second Amendment, dated as of October 3, 2019 (collectively, the “**Redeveloper Agreement**”); and

WHEREAS, in accordance with the Redeveloper Agreement, the Municipality, Master Developer, as master developer, and Mortgage Borrower, as subsequent developer, have entered into that certain Subsequent Developer Agreement, dated March 19, 2021, with respect to the redevelopment of the Property and the implementation of the Project, as amended by that certain First Amendment to Subsequent Developer Agreement, dated July 18, 2022, and that certain Second Amendment to Subsequent Developer Agreement, dated January 18, 2023 (collectively, the “**Subsequent Developer Agreement**”); and

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00), and as an inducement for the Lender’s making of the Loan to Mezzanine Borrower, and in consideration of the benefits to be received and expected to be received by Municipality and by Mezzanine Borrower (through Mortgage Borrower) in connection therewith, the parties hereto covenant, agree, represent and warrant as follows:

1. **Municipality’s Representations, Warranties and Covenants Regarding the Redeveloper Agreement and the Subsequent Redeveloper Agreement.** Municipality hereby represents, warrants and covenants to Lender that, as of the date hereof:

(a) Attached hereto as Exhibit B is a true, correct and complete copy of the Redevelopment Plan, including all exhibits and other attachments thereto and all amendments thereto and modifications thereof, and the Redevelopment Plan is in full force and effect, has not been cancelled, modified, supplemented, amended, extended, renewed or terminated and is not subject to appeal;

(b) Attached hereto as Exhibit C is a true, correct and complete copy of the Redeveloper Agreement, including all exhibits and other attachments thereto and all amendments thereto and modifications thereof, and the Redeveloper Agreement is in full force and effect, has not been cancelled, modified, supplemented, amended, extended, renewed or terminated.

(c) Attached hereto as Exhibit D is a true, correct and complete copy of the Subsequent Developer Agreement, including all exhibits and other attachments thereto and all amendments thereto and modifications thereof, and the Subsequent Developer Agreement is in full force and effect, has not been cancelled, modified, supplemented, amended, extended, renewed or terminated.

(d) To the best of Municipality’s knowledge, there exists no default, breach or violation by any party under the Redeveloper Agreement or the Subsequent Developer Agreement or any event or condition which, with the giving of notice or passage of time

or both, would constitute a default, breach or violation by any party under the Redeveloper Agreement or the Subsequent Developer Agreement;

(e) Municipality hereby consents to the Pledge Agreement and to the perfection of the lien created thereunder upon the Membership Interests;

(f) Lender and any subsequent holder of the Pledge Agreement shall, notwithstanding anything to the contrary set forth in the Subsequent Developer Agreement and/or the Redeveloper Agreement, (i) be deemed a permitted transferee (as described in Section 5.04 the Subsequent Developer Agreement) under the Subsequent Developer Agreement; (ii) be entitled to all of the rights, protections and privileges afforded to a Permitted Assignee under the Subsequent Developer Agreement; and (iii) be entitled to all of the rights, protections and privileges afforded to a mortgagee (including, without limitation, the holder of a construction mortgage) under the Redeveloper Agreement.

(g) In the event Lender or any subsequent holder of the Pledge Agreement or the Membership Interests shall ever become the direct or indirect owner of the rights and interests of Mortgage Borrower in and to the Subsequent Developer Agreement by reason of foreclosure, such holder of the Pledge Agreement or Membership Interests shall have the right, but not the obligation, to be deemed to be Mortgage Borrower's successor and assignee under the Subsequent Developer Agreement (notwithstanding any provision thereof prohibiting or restricting any assignment or transfer by Mortgage Borrower), and upon any such election the Municipality shall be bound to such holder of the Pledge Agreement or Membership Interests under all of the terms, covenants and conditions of the Subsequent Developer Agreement, all without the need to execute any further instruments on the part of the Municipality, Master Developer, Mortgage Borrower or any other party to make such succession and assignment effective and binding upon the Municipality. Notwithstanding the foregoing, neither Lender nor any subsequent holder of the Pledge Agreement or Membership Interests shall be liable for any action or omission of Mortgage Borrower or Mezzanine Borrower.

(h) Notices respecting the Property as provided for in the Redeveloper Agreement and/or Subsequent Developer Agreement which are to be sent to a mortgagee, and copies of notices as provided for in the Redeveloper Agreement and/or Subsequent Developer Agreement which are sent to the Master Developer and/or the Mortgage Borrower, shall be sent to Lender as follows:

As to Lender:

AP Block 4001 Lender LLC
c/o Star Holdings
1114 Avenue of the Americas, 39th Floor
New York, New York 10036
Attention: Brian Cheripka and David Furgal

with a copy to:

Cozen O'Connor, P.C.
3 WTC, 175 Greenwich Street, 5th Floor
New York, New York 10007
Attention: Jonathan W. Knipe, Esq.

(c) **Miscellaneous.**

(a) **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to its internal principles of conflicts of law. Municipality hereby irrevocably submits to the non-exclusive jurisdiction of any state or federal court in New Jersey over any action, suit or proceeding arising out of or relating to this Agreement.

(b) **Successors and Assigns.** This Agreement, and the information contained herein, shall be binding on, and enforceable by and against, Municipality and Municipality's successors and assigns, and this Agreement, and the information contained herein, shall inure to the benefit of, and be enforceable by Lender and its successors and assigns.

(c) **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY LAW, MUNICIPALITY AND LENDER EACH HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, OR RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO ESTOPPEL AND RECOGNITION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Lender:

AP BLOCK 4001 LENDER LLC,
a Delaware limited liability company

By: _____

Name:

Title:

[signature pages continue on following pages]

Attachment: Final Estoppel and Recognition Agreement (re Redevelopment Agreement) for Mezzanine Lender (358639x9DC53) (2023-359 :

SIGNATURE PAGE TO ESTOPPEL AND RECOGNITION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Municipality:

CITY OF ASBURY PARK, a Municipal Corporation

By: _____

Name:

Title:

[signature pages continue on
following page]

Attachment: Final Estoppel and Recognition Agreement (re Redevelopment Agreement) for Mezzanine Lender (358639x9DC53) (2023-359 :

SIGNATURE PAGE TO ESTOPPEL RECOGNITION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

The undersigned, to induce the City of Asbury Park to enter into the foregoing Recognition Agreement, (a) agrees, consents to and approves all of the terms, conditions and provisions of the Recognition Agreement, and (b) agrees that Mezzanine Borrower shall indemnify Lender and/or the Municipality and their officers, agents and employees against and hold harmless against, any and all liability and court costs and/or counsel fees which may be incurred by reason of any action taken, or omission, by any of the aforesaid persons pursuant to the Agreement.

ACKNOWLEDGED AND AGREED TO

THIS ____ DAY OF _____, 2023.

AP BLOCK 4001 PARTNERS LLC,
a Delaware limited liability company

By: _____

Name:

Title:

[final signature page]

EXHIBIT A (to the Estoppel and Recognition Agreement)**DESCRIPTION OF PROPERTY**

Attachment: Final Estoppel and Recognition Agreement (re Redevelopment Agreement) for Mezzanine Lender (358639x9DC53) (2023-359 :

EXHIBIT B (to the Estoppel and Recognition Agreement)

Redevelopment Plan

Attachment: Final Estoppel and Recognition Agreement (re Redevelopment Agreement) for Mezzanine Lender (358639x9DC53) (2023-359 :

EXHIBIT C (to the Estoppel and Recognition Agreement)

Redeveloper Agreement

Attachment: Final Estoppel and Recognition Agreement (re Redevelopment Agreement) for Mezzanine Lender (358639x9DC53) (2023-359 :

EXHIBIT D (to the Estoppel and Recognition Agreement)

Subsequent Redeveloper Agreement

Attachment: Final Estoppel and Recognition Agreement (re Redevelopment Agreement) for Mezzanine Lender (358639x9DC53) (2023-359 :



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-360

Baltic RABs - Amending and Restating 2023-248 to increase not to exceed RAB authorization from \$1,500,000 to \$2,000,000.



RESOLUTION NO. 2023-360

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

RESOLUTION OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING AND RESTATING RESOLUTION NUMBER 2023-248 AND DULY ADOPTED MAY 24, 2023 AND ENTITLED, “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF ADDITIONAL NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,500,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT) IN CONNECTION WITH A PROJECT BEING UNDERTAKEN IN THE CITY BY K. HOVNANIAN’S BALTIC AT ASBURY PARK URBAN RENEWAL, LLC AND AS A PORTION OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY PREVIOUSLY APPROVED PURSUANT TO A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL ON FEBRUARY 20, 2013” TO INCREASE THE NOT TO EXCEED AUTHORIZATION FROM \$1,500,000 TO \$2,000,000 OF ADDITIONAL NON-RECOURSE REDEVELOPMENT AREA BONDS (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT)

Section 1. Resolution 2023-248 duly adopted on May 24, 2023 by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”) and entitled, “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF ADDITIONAL NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,500,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT) IN CONNECTION WITH A PROJECT BEING UNDERTAKEN IN THE CITY BY K. HOVNANIAN’S BALTIC AT ASBURY PARK URBAN RENEWAL, LLC AND AS A PORTION OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY PREVIOUSLY APPROVED PURSUANT TO A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL ON FEBRUARY 20, 2013” (the “Original Resolution”), is hereby amended and restated in its entirety to increase the not to exceed authorization from \$1,500,000 to \$2,000,000 of Additional Non-Recourse Redevelopment Area Bonds (Waterfront Redevelopment Area Infrastructure Project), said Original Resolution shall be amended and restated as follows:

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

WHEREAS, the Redevelopment Law 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**”) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan, and consisting of the “Prime Renewal Area” and the “Boardwalk Area”, as such terms are also defined therein (collectively, the “**Waterfront Redevelopment Area**”); and

WHEREAS, pursuant to the Redevelopment Law, 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 Redevelopment Law; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as amended by the First Amendment dated June 18, 2018, and the Second Amendment dated October 3, 2019 (collectively, the “**Redeveloper Agreement**”)); and

WHEREAS, as a result of the world-wide financial issues (the “**Financial Crisis**”) occurring in or about 2008, an affiliate of iStar Financial Inc., as lender to Master Developer, foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to the ownership of the equity interests in the Master Developer; and

WHEREAS, during the Financial Crisis, Master Developer and the City arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement; and

WHEREAS, on or about July 18, 2011, arbitrator, Honorable Nicholas Politan issued an arbitrator’s award (the “**Arbitrator’s Award**”) that determined, among other things, that the Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential housing units and other economic development activity within the Waterfront Redevelopment Area; and

WHEREAS, in order to comply with the spirit of the Arbitration Award to induce the Master Developer to proceed expeditiously with the development of residential units and other economic development activities within the Waterfront Redevelopment Area, and to determine an appropriate means to finance the cost of the infrastructure improvements, the City has determined that the cost of the infrastructure improvements should be assessed in the manner provided in *N.J.S.A. 40:56-1 et seq.* (the “**Local Improvements Law**”) and/or pursuant to an

assessment agreement under the Redevelopment Area Bond Financing Law pursuant to *N.J.S.A. 40A:12A-64 et seq.* (the “**RAB Law**”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**” or the “**Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and (ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment on certain property within an area in need of redevelopment (the “**Special Assessments**”); and

WHEREAS, on February 20, 2013, the City finally adopted that certain ordinance 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 Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof” (the “**Ordinance**”), which Ordinance authorized the imposition of the Special Assessments pursuant to the statutory procedure set forth in the Local Improvements Law, *N.J.S.A. 40:56-1 et seq.* or pursuant to special assessment agreements (each, a “**Special Assessment Agreement**”); and

WHEREAS, as an inducement to the Master Developer to undertake the Project and in furtherance of the purposes of the Act and the RAB Law and to assist in financing the cost of the Project, the City also adopted a resolution on February 20, 2013 entitled “A RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$58,000,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT)” (the “**Bond Authorizing Resolution**”) authorizing the issuance its non-recourse Redevelopment Area Bonds (Waterfront Redevelopment Area Infrastructure Project), in an aggregate principal amount not to exceed \$58,000,000, in one or more series (the “**Bonds**”), which Bonds shall be secured by a pledge of the Pledged Portion of the Assessment, as defined in that certain Special Assessment Agreement executed by and between the City and the Master Developer (the “**Master Developer Special Assessment Agreement**”), and assignment of certain rights of the City with respect to the Project, including certain rights of the City under that certain Master Developer Special Assessment Agreement, and from time to time, by a Pledged Portion of the Assessment with respect to other Special Assessment Agreements or Special Assessments imposed in accordance with the Local Improvements Law, as such Special Assessment Agreements are executed and/or such Special Assessments are imposed, pursuant to a Trust Indenture dated July 1, 2013, as

supplemented pursuant to supplemental trust indentures to be executed in connection with each series of Bonds, including but not limited to the First Supplemental Indenture dated July 1, 2013, the Second Supplemental Indenture dated January 1, 2016, the Third Supplemental Indenture dated January 1, 2016, a Fourth Supplemental Indenture dated June 1, 2021 and a Fifth Supplemental Indenture dated September 23, 2022 (collectively, the “**Trust Indenture**”) by and between the Authority and U.S. Bank National Association, now known as U.S. Bank Trust Company, National Association (the “**Trustee**”), which pledge and assignment are hereby declared to further secure the payment of the principal of and interest on the Bonds; and

WHEREAS, the City issued \$1,055,000 aggregate principal amount of its initial non-recourse Redevelopment Area Bonds, Series 2013A (Waterfront Redevelopment Area Infrastructure Project) on July 19, 2013 (the “**Vive Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,531,092 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated May 15, 2013 (the “**Vive URE Special Assessment Agreement**”) entered into between the City and AP Block 146 Developer Urban Renewal, LLC (the “**Vive URE**”), an affiliate of the Master Developer, with respect to, and for the benefit of, the twenty-eight (28) condominium unit housing redevelopment project constructed on property owned by Vive URE consisting of 801, 803, 805 and 807 Kingsley Street in the City (i.e., Block 3903, Lot 1 on the official tax maps of the City as a result of the consolidation of Block 3903, Lots 1, 2 and 3, the “**Vive Condominium**”); and

WHEREAS, the City issued \$1,465,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016A (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**South Grand Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,117,220 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**South Grand URE Special Assessment Agreement**”) entered into between the City, AP at South Grand Urban Renewal, LLC and K. Hovnanian at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of twenty-eight (28) townhomes on property identified as Block 3205, Lots 13, 14 and 15 on the official tax map of the City (the “**South Grand Project**”); and

WHEREAS, the City issued \$1,980,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016B (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**Monroe Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,533,400.21 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**Monroe URE Special Assessment Agreement**”) entered into between the City and by AP at Monroe Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of a three to four story condominium building containing thirty-four (34) residential units on property commonly known as 601 Heck Street in the City and currently identified as Block 3205, Lot 16, on the official tax map of the City (the “**Monroe Project**”)

WHEREAS, the City issued \$3,375,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2021A (Waterfront Redevelopment Area Infrastructure Project) on June 4, 2021 (the “**Initial Triangle Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,448,281.25 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated June 4, 2021 (the “**Triangle Townhome Special Assessment Agreement**”) entered into between the City and by K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 48 residential condominium units on property in the City and currently identified as Block 3801, Lots 1.01, 1.03 and 1.05, on the official tax map of the City (the “**Triangle Project**”).

WHEREAS, \$50,175,000 of the original \$58,000,000 non-recourse Bonds authorized by the Bond Authoring Resolution remains and the City desires to issue one or more series of additional non-recourse Bonds in an aggregate principal amount not to exceed \$2,000,000 (the “**Baltic Bonds**”) in connection a portion of the Project being undertaken in the City by K. Hovnanian’s Baltic at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of this portion of the Project, including the development of property identified as Block 4003, Lots 1, 2 and 16 on the Official Tax Map of the City (the “**Baltic Project**”) and in accordance with the Master Developer Special Assessment Agreement, the Ordinance, and an additional Special Assessment Agreement to be entered into between the City and by K. Hovnanian’s Baltic at Asbury Park Urban Renewal, LLC (the “**Baltic Special Assessment Agreement**”), providing, in part, for payments by the owners of the properties benefited by the Baltic Project to meet installments of interest and principal on the Baltic Bonds,

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

Section 1. Determination to Issue. To accomplish the purposes and objectives of the Act and the RAB Law, the City hereby determines to finance the Baltic Project as a portion of the Project. In order to finance the Baltic Project, the additional Bonds in the aggregate principal amount not to exceed \$2,000,000 (the “**Baltic Bonds**”) are hereby authorized to be issued as Additional Bonds under and as such term is defined in the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Baltic Bonds, from the original authorization of Bonds, making the remaining authorization of Bonds to be issued pursuant to the Bond Authorizing Resolution not to exceed \$44,675,000 (after deducting the amount of the Vive Bonds, the South Grand Bonds, the Monroe Bonds and the Initial Triangle Bonds, and as adjusted after the issuance of the proposed \$3,500,000 Aegean Bonds and \$2,000,000 Additional Triangle Bonds to be issued parallel with the Baltic Bonds, that remaining not to exceed amount is \$42,675,000. The Baltic Bonds may be issued in multiple series, shall be dated, shall bear interest at such rates of interest and shall be payable as to principal, interest and premium, if any, all as is specified therein. The Baltic Bonds shall be issued in the form, shall mature, shall be subject to redemption prior to maturity and shall have such other details and provisions as are prescribed by the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Baltic Bonds.

Section 2. Bonds to Constitute Special Limited Obligations. The Baltic Bonds, which are issued as Additional Bonds under the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Baltic Bonds, shall be special limited obligations of the City, payable solely out of the Pledged Portion of the Assessment and any other moneys derived pursuant to the Master Developer Special Assessment Agreement, and the Pledged Portion of the Assessment with respect to the Special Assessment Agreement or Special Assessments imposed in accordance with the Local Improvements Law, including those imposed by the Baltic Special Assessment Agreement to be executed and/or such Special Assessments are imposed from time to time; and all such moneys are hereby pledged to the payment of the Baltic Bonds. The payment of the principal of, premium, if any, and interest on the Baltic Bonds shall be secured by a pledge and assignment of the Pledged Portion of the Assessment and certain rights of the City as provided in the Master Developer Special Assessment Agreement and those certain Special Assessment Agreements (to be executed from time to time) including the Baltic Special Assessment Agreement. Neither the members of City Council nor any person executing the Baltic Bonds issued pursuant to this resolution, the Act and the RAB Law shall be liable personally on the Baltic Bonds by reason of the issuance thereof. The Baltic Bonds shall not be in any way a debt or liability of the City other than to the limited extent set forth in the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Baltic Bonds. Neither the faith and credit nor taxing power of the City is pledged to the payment of, the principal or redemption price, if any, of or interest on the Baltic Bonds.

Section 3. Authorization of Bonds. (a) The Baltic Bonds shall mature no later than 30 years from the date of issuance and shall be issued in an aggregate principal amount not exceeding \$2,000,000. The Baltic Bonds shall bear interest at a rate or rates of interest which shall not exceed the maximum interest rates approved by the Local Finance Board in the Division of Local Government Services in the Department of Community Affairs (the “**Local Finance Board**”).

(b) The Mayor or City Manager (each an “**Authorized Officer**”) are each hereby authorized and directed to execute and deliver on behalf of the City a contract of purchase for the purchase of each series of Baltic Bonds (the “**Contract of Purchase**”) with an underwriter or underwriters (the “**Underwriter**” or “**Underwriters**”) to be determined by a certificate of award executed by an Authorized Officer (the “**Award Certificate**”) as determined by an Authorized Officer in consultation with counsel, approval thereof to be evidenced by such Authorized Officer's execution thereof, for the purchase of all, but not less than all, of each series of Baltic Bonds. The Baltic Bonds may be sold pursuant to a competitive sale, negotiated sale or limited placement agency, all as determined by an Authorized Officer. A copy of the Contract of Purchase shall be filed upon execution with the records of the City.

Section 4. Execution and Authentication. The Baltic Bonds shall be executed and authenticated in accordance with the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Baltic Bonds, and shall be issued in registered form qualifying for book entry registration.

Section 5. Delivery of Bonds. Following execution of the Baltic Bonds, the Authorized Officer are each hereby authorized to deliver the Baltic Bonds to the Trustee for

authentication and, after authentication, to deliver the Baltic Bonds to the Underwriters against receipt of the purchase price or unpaid balance thereof.

Section 6. Approval of Offering Document. The distribution by the Underwriters of a Limited Offering Memorandum or Official Statement in preliminary form (the “**Preliminary Offering Document**”) relating to the Baltic Bonds (a draft of which shall be filed with records of the City) in connection with the marketing of the Baltic Bonds, and the distribution of a final Limited Offering Memorandum or Official Statement relating to the Baltic Bonds to the purchasers of the Baltic Bonds (the “**Offering Document**”) is hereby authorized. The Authorized Officers are each hereby authorized to approve the contents of the Preliminary Offering Document with such changes therein and modifications thereto as counsel may advise and such officer of the City may approve. The Authorized Officers are each hereby authorized to approve the contents of the Offering Document and to execute the Offering Document on behalf of the City, which Offering Document shall be in substantially the form of the Preliminary Offering Document with such changes therein (including the insertion of the redemption provisions and the initial interest rates for the Baltic Bonds) and supplements thereto as counsel may advise and the officer of the City executing the same may approve, such approval to be [evidenced](#) by such officer’s execution thereof. The Authorized Officers are each hereby authorized to “deem final” the Preliminary Offering Document and to execute and deliver a certificate to the Underwriters to such effect.

Section 7. Approval of Sixth Supplemental Indenture. The form of the Sixth Supplemental Indenture presented to this meeting (a copy of which is on file with the records of the City), and all instruments to be attached thereto or executed in conjunction therewith, is hereby approved and the Authorized Officers are each hereby authorized to execute, acknowledge and deliver, and the City Clerk or Deputy City Clerk are each hereby authorized to affix and attest the seal of the City to the Sixth Supplemental Indenture in such form, with such changes therein as counsel may advise and the officers executing the same may approve, such approval to be evidenced by their execution thereof.

Section 8. Incidental Action. The Authorized Officers are each hereby authorized and directed to execute and deliver such other papers, instruments, certificates, opinions, affidavits and documents, including, without limitation, the Pledge and Assignment Agreement, and to take such other action as may be necessary or appropriate in order to carry out the purpose of this Resolution, including effectuating the execution and delivery of the Trust Indenture (inclusive of the Sixth Supplemental Indenture), the Master Developer Special Assessment Agreement and any Special Assessment Agreements, including the Baltic Special Assessment Agreement and the issuance and sale of the Baltic Bonds, all in accordance with the foregoing sections hereof.

Section 9. Prior Resolutions. All prior resolutions of the City or portions thereof inconsistent herewith are hereby replaced.

Section 10. Capitalized Terms. Capitalized terms used in this Resolution and not otherwise defined have the meaning given to such terms in the Trust Indenture.

Section 11. Construction. In case any one of more of the provisions of this resolution, the Trust Indenture (inclusive of the Sixth Supplemental Indenture), the Contract of Purchase, the Official Statement or the Baltic Bonds issued hereunder shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution of the Trust Indenture, the Contract of Purchase, the Official Statement and the Baltic Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

Section 12. Effective Date. This Resolution shall take effect immediately upon adoption.”

Section 2. Effective Date. This Resolution shall take effect immediately upon adoption.

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. 2023-360 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-361

Aegean RABs - Amending and Restating 2023-249 to increase not to exceed RAB authorization from \$2,000,000 to \$3,500,000.



RESOLUTION NO. 2023-361

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

RESOLUTION OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING AND RESTATING RESOLUTION NUMBER 2023-249 AND DULY ADOPTED MAY 24, 2023 AND ENTITLED, “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF ADDITIONAL NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,000,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT) IN CONNECTION WITH A PROJECT BEING UNDERTAKEN IN THE CITY BY K. HOVNANIAN’S AEGEAN AT ASBURY PARK URBAN RENEWAL, LLC AND AS A PORTION OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY PREVIOUSLY APPROVED PURSUANT TO A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL ON FEBRUARY 20, 2013” TO INCREASE THE NOT TO EXCEED AUTHORIZATION FROM \$2,000,000 TO \$3,500,000 OF ADDITIONAL NON-RECOURSE REDEVELOPMENT AREA BONDS (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT)

Section 1. Resolution 2023-249 duly adopted on May 24, 2023 by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”) and entitled, “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF ADDITIONAL NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,000,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT) IN CONNECTION WITH A PROJECT BEING UNDERTAKEN IN THE CITY BY K. HOVNANIAN’S AEGEAN AT ASBURY PARK URBAN RENEWAL, LLC AND AS A PORTION OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY PREVIOUSLY APPROVED PURSUANT TO A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL ON FEBRUARY 20, 2013” (the “Original Resolution”), is hereby amended and restated in its entirety to increase the not to exceed authorization from \$2,000,000 to \$3,500,000 of Additional Non-Recourse Redevelopment Area Bonds (Waterfront Redevelopment Area Infrastructure Project), said Original Resolution shall be amended and restated as follows:

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

WHEREAS, the Redevelopment Law 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**”) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan, and consisting of the “Prime Renewal Area” and the “Boardwalk Area”, as such terms are also defined therein (collectively, the “**Waterfront Redevelopment Area**”); and

WHEREAS, pursuant to the Redevelopment Law, 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 Redevelopment Law; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as amended by the First Amendment dated June 18, 2018, and the Second Amendment dated October 3, 2019 (collectively, the “**Redeveloper Agreement**”)); and

WHEREAS, as a result of the world-wide financial issues (the “**Financial Crisis**”) occurring in or about 2008, an affiliate of iStar Financial Inc., as lender to Master Developer, foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to the ownership of the equity interests in the Master Developer; and

WHEREAS, during the Financial Crisis, Master Developer and the City arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement; and

WHEREAS, on or about July 18, 2011, arbitrator, Honorable Nicholas Politan issued an arbitrator’s award (the “**Arbitrator’s Award**”) that determined, among other things, that the Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential housing units and other economic development activity within the Waterfront Redevelopment Area; and

WHEREAS, in order to comply with the spirit of the Arbitration Award to induce the Master Developer to proceed expeditiously with the development of residential units and other economic development activities within the Waterfront Redevelopment Area, and to determine an appropriate means to finance the cost of the infrastructure improvements, the City has determined that the cost of the infrastructure improvements should be assessed in the manner provided in *N.J.S.A. 40:56-1 et seq.* (the “**Local Improvements Law**”) and/or pursuant to an

assessment agreement under the Redevelopment Area Bond Financing Law pursuant to *N.J.S.A. 40A:12A-64 et seq.* (the “**RAB Law**”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**” or the “**Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and (ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment on certain property within an area in need of redevelopment (the “**Special Assessments**”); and

WHEREAS, on February 20, 2013, the City finally adopted that certain ordinance 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 Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof” (the “**Ordinance**”), which Ordinance authorized the imposition of the Special Assessments pursuant to the statutory procedure set forth in the Local Improvements Law, *N.J.S.A. 40:56-1 et seq.* or pursuant to special assessment agreements (each, a “**Special Assessment Agreement**”); and

WHEREAS, as an inducement to the Master Developer to undertake the Project and in furtherance of the purposes of the Act and the RAB Law and to assist in financing the cost of the Project, the City also adopted a resolution on February 20, 2013 entitled “A RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$58,000,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT)” (the “**Bond Authorizing Resolution**”) authorizing the issuance its non-recourse Redevelopment Area Bonds (Waterfront Redevelopment Area Infrastructure Project), in an aggregate principal amount not to exceed \$58,000,000, in one or more series (the “**Bonds**”), which Bonds shall be secured by a pledge of the Pledged Portion of the Assessment, as defined in that certain Special Assessment Agreement executed by and between the City and the Master Developer (the “**Master Developer Special Assessment Agreement**”), and assignment of certain rights of the City with respect to the Project, including certain rights of the City under that certain Master Developer Special Assessment Agreement, and from time to time, by a Pledged Portion of the Assessment with respect to other Special Assessment Agreements or Special Assessments imposed in accordance with the Local Improvements Law, as such Special Assessment Agreements are executed and/or such Special Assessments are imposed, pursuant to a Trust Indenture dated July 1, 2013, as

supplemented pursuant to supplemental trust indentures to be executed in connection with each series of Bonds, including but not limited to the First Supplemental Indenture dated July 1, 2013, the Second Supplemental Indenture dated January 1, 2016, the Third Supplemental Indenture dated January 1, 2016, a Fourth Supplemental Indenture dated June 1, 2021 and a Fifth Supplemental Indenture dated September 23, 2022 (collectively, the “**Trust Indenture**”) by and between the Authority and U.S. Bank National Association, now known as U.S. Bank Trust Company National Association (the “**Trustee**”), which pledge and assignment are hereby declared to further secure the payment of the principal of and interest on the Bonds; and

WHEREAS, the City issued \$1,055,000 aggregate principal amount of its initial non-recourse Redevelopment Area Bonds, Series 2013A (Waterfront Redevelopment Area Infrastructure Project) on July 19, 2013 (the “**Vive Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,531,092 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated May 15, 2013 (the “**Vive URE Special Assessment Agreement**”) entered into between the City and AP Block 146 Developer Urban Renewal, LLC (the “**Vive URE**”), an affiliate of the Master Developer, with respect to, and for the benefit of, the twenty-eight (28) condominium unit housing redevelopment project constructed on property owned by Vive URE consisting of 801, 803, 805 and 807 Kingsley Street in the City (i.e., Block 3903, Lot 1 on the official tax maps of the City as a result of the consolidation of Block 3903, Lots 1, 2 and 3, the “**Vive Condominium**”); and

WHEREAS, the City issued \$1,465,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016A (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**South Grand Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,117,220 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**South Grand URE Special Assessment Agreement**”) entered into between the City, AP at South Grand Urban Renewal, LLC and K. Hovnanian at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of twenty-eight (28) townhomes on property identified as Block 3205, Lots 13, 14 and 15 on the official tax map of the City (the “**South Grand Project**”); and

WHEREAS, the City issued \$1,980,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016B (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**Monroe Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,533,400.21 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**Monroe URE Special Assessment Agreement**”) entered into between the City and by AP at Monroe Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of a three to four story condominium building containing thirty-four (34) residential units on property commonly known as 601 Heck Street in the City and currently identified as Block 3205, Lot 16, on the official tax map of the City (the “**Monroe Project**”)

WHEREAS, the City issued \$3,375,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2021A (Waterfront Redevelopment Area Infrastructure Project) on June 4, 2021 (the “**Triangle Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,448,281.25 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated June 4, 2021 (the “**Triangle Townhome Special Assessment Agreement**”) entered into between the City and by K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 48 residential condominium units on property in the City and currently identified as Block 3801, Lots 1.01, 1.03 and 1.05, on the official tax map of the City (the “**Triangle Project**”).

WHEREAS, \$50,125,000 of the original \$58,000,000 non-recourse Bonds authorized by the Bond Authoring Resolution remains and the City desires to to issue one or more series of additional non-recourse Bonds in an aggregate principal amount not to exceed \$3,500,000 (the “**Aegean Bonds**”) in connection a portion of the Project being undertaken in the City by K. Hovnanian’s Aegean at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of this portion of the Project, including the development of property identified as Block4003, Lots 12, 13 and 14 on the Official Tax Map of the City (the “**Aegean Project**”) and in accordance with the Master Developer Special Assessment Agreement, the Ordinance, and an additional Special Assessment Agreement to be entered into between the City and by K. Hovnanian’s Aegean at Asbury Park Urban Renewal, LLC (the “**Aegean Special Assessment Agreement**”), providing, in part, for payments by the owners of the properties benefited by the AegeanAegean Project to meet installments of interest and principal on the Aegean Bonds,

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

Section 1. Determination to Issue. To accomplish the purposes and objectives of the Act and the RAB Law, the City hereby determines to finance the Aegean Project as a portion of the Project. In order to finance the Aegean Project, the additional Bonds in the aggregate principal amount not to exceed \$3,500,000 (the “**Aegean Bonds**”) are hereby authorized to be issued as Additional Bonds under and as such term is defined in the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Aegean Bonds, from the original authorization of Bonds, making the remaining authorization of Bonds to be issued to be issued pursuant to the Bond Authorizing Resolution not to exceed \$46,175,000 (after deducting the amount of the Vive Bonds, the South Grand Bonds, the Monroe Bonds and the Initial Triangle Bonds, and as adjusted after the issuance of the proposed \$2,000,000 Baltic Bonds and \$2,000,000 Additional Triangle Bonds to be issued parallel with the Aegean Bonds, that remaining not to exceed amount is \$42,675,000. The Aegean Bonds may be issued in multiple series, shall be dated, shall bear interest at such rates of interest and shall be payable as to principal, interest and premium, if any, all as is specified therein. The Aegean Bonds shall be issued in the form, shall mature, shall be subject to redemption prior to maturity and shall have such other details and provisions as are prescribed by the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Aegean Bonds.

Section 2. Bonds to Constitute Special Limited Obligations. The Aegean Bonds, which are issued as Additional Bonds under the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Aegean Bonds, shall be special limited obligations of the City, payable solely out of the Pledged Portion of the Assessment and any other moneys derived pursuant to the Master Developer Special Assessment Agreement, and the Pledged Portion of the Assessment with respect to the Special Assessment Agreement or Special Assessments imposed in accordance with the Local Improvements Law, including those imposed by the Aegean Special Assessment Agreement to be executed and/or such Special Assessments are imposed from time to time; and all such moneys are hereby pledged to the payment of the Aegean Bonds. The payment of the principal of, premium, if any, and interest on the Aegean Bonds shall be secured by a pledge and assignment of the Pledged Portion of the Assessment and certain rights of the City as provided in the Master Developer Special Assessment Agreement and those certain Special Assessment Agreements (to be executed from time to time) including the Aegean Special Assessment Agreement. Neither the members of City Council nor any person executing the Aegean Bonds issued pursuant to this resolution, the Act and the RAB Law shall be liable personally on the Aegean Bonds by reason of the issuance thereof. The Aegean Bonds shall not be in any way a debt or liability of the City other than to the limited extent set forth in the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Aegean Bonds. Neither the faith and credit nor taxing power of the City is pledged to the payment of, the principal or redemption price, if any, of or interest on the Aegean Bonds.

Section 3. Authorization of Bonds. (a) The Aegean Bonds shall mature no later than 30 years from the date of issuance and shall be issued in an aggregate principal amount not exceeding \$3,500,000. The Aegean Bonds shall bear interest at a rate or rates of interest which shall not exceed the maximum interest rates approved by the Local Finance Board in the Division of Local Government Services in the Department of Community Affairs (the “**Local Finance Board**”).

(b) The Mayor or City Manager (each an “**Authorized Officer**”) are each hereby authorized and directed to execute and deliver on behalf of the City a contract of purchase for the purchase of each series of Aegean Bonds (the “**Contract of Purchase**”) with an underwriter or underwriters (the “**Underwriter**” or “**Underwriters**”) to be determined by a certificate of award executed by an Authorized Officer (the “**Award Certificate**”) as determined by an Authorized Officer in consultation with counsel, approval thereof to be evidenced by such Authorized Officer's execution thereof, for the purchase of all, but not less than all, of each series of Aegean Bonds. The Aegean Bonds may be sold pursuant to a competitive sale, negotiated sale or limited placement agency, all as determined by an Authorized Officer. A copy of the Contract of Purchase shall be filed upon execution with the records of the City.

Section 4. Execution and Authentication. The Aegean Bonds shall be executed and authenticated in accordance with the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Aegean Bonds, and shall be issued in registered form qualifying for book entry registration.

Section 5. Delivery of Bonds. Following execution of the Aegean Bonds, the Authorized Officers are each hereby authorized to deliver the Aegean Bonds to the Trustee for authentication and, after authentication, to deliver the Aegean Bonds to the Underwriters against receipt of the purchase price or unpaid balance thereof.

Section 6. Approval of Offering Document. The distribution by the Underwriters of a Limited Offering Memorandum or Official Statement in preliminary form (the “**Preliminary Offering Document**”) relating to the Aegean Bonds (a draft of which shall be filed with records of the City) in connection with the marketing of the Aegean Bonds, and the distribution of a final Limited Offering Memorandum or Official Statement relating to the Aegean Bonds to the purchasers of the Aegean Bonds (the “**Offering Document**”) is hereby authorized. The Authorized Officers are each hereby authorized to approve the contents of the Preliminary Offering Document with such changes therein and modifications thereto as counsel may advise and such officer of the City may approve. The Authorized Officers are each hereby authorized to approve the contents of the Offering Document and to execute the Offering Document on behalf of the City, which Offering Document shall be in substantially the form of the Preliminary Offering Document with such changes therein (including the insertion of the redemption provisions and the initial interest rates for the Aegean Bonds) and supplements thereto as counsel may advise and the officer of the City executing the same may approve, such approval to be [evidenced](#) by such officer’s execution thereof. The Authorized Officers are each hereby authorized to “deem final” the Preliminary Offering Document and to execute and deliver a certificate to the Underwriters to such effect.

Section 7. Approval of Seventh Supplemental Indenture. The form of the Seventh Supplemental Indenture presented to this meeting (a copy of which is on file with the records of the City), and all instruments to be attached thereto or executed in conjunction therewith, is hereby approved and the Authorized Officers are each hereby authorized to execute, acknowledge and deliver, and the City Clerk or Deputy City Clerk are each hereby authorized to affix and attest the seal of the City to the Seventh Supplemental Indenture in such form, with such changes therein as counsel may advise and the officers executing the same may approve, such approval to be evidenced by their execution thereof.

Section 8. Incidental Action. The Authorized Officers are each hereby authorized and directed to execute and deliver such other papers, instruments, certificates, opinions, affidavits and documents, including, without limitation, the Pledge and Assignment Agreement, and to take such other action as may be necessary or appropriate in order to carry out the purpose of this Resolution, including effectuating the execution and delivery of the Trust Indenture (inclusive of the Seventh Supplemental Indenture), the Master Developer Special Assessment Agreement and any Special Assessment Agreements, including the Aegean Special Assessment Agreement and the issuance and sale of the Aegean Bonds, all in accordance with the foregoing sections hereof.

Section 9. Prior Resolutions. All prior resolutions of the City or portions thereof inconsistent herewith are hereby replaced.

Section 10. Capitalized Terms. Capitalized terms used in this Resolution and not otherwise defined have the meaning given to such terms in the Trust Indenture.

Section 11. Construction. In case any one of more of the provisions of this resolution, the Trust Indenture (inclusive of the Seventh Supplemental Indenture), the Contract of Purchase, the Official Statement or the Aegean Bonds issued hereunder shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution of the Trust Indenture, the Contract of Purchase, the Official Statement and the Aegean Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

Section 12. Effective Date. This Resolution shall take effect immediately upon adoption.”

Section 2. Effective Date. This Resolution shall take effect immediately upon adoption.

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. 2023-361 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-362

AP Triangle Additional RABs.



RESOLUTION NO. 2023-362

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

SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF ADDITIONAL NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,000,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT) IN CONNECTION WITH A PROJECT BEING UNDERTAKEN IN THE CITY BY K. HOVNANIAN'S COVE AT ASBURY PARK URBAN RENEWAL, LLC AND AS A PORTION OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY PREVIOUSLY APPROVED PURSUANT TO A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL ON FEBRUARY 20, 2013

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

WHEREAS, the Redevelopment Law 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**”) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan, and consisting of the “Prime Renewal Area” and the “Boardwalk Area”, as such terms are also defined therein (collectively, the “**Waterfront Redevelopment Area**”); and

WHEREAS, pursuant to the Redevelopment Law, 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 Redevelopment Law; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”); and

WHEREAS, as a result of the world-wide financial issues (the “**Financial Crisis**”) occurring in or about 2008, an affiliate of iStar Financial Inc., as lender to Master Developer, foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to the ownership of the equity interests in the Master Developer; and

WHEREAS, during the Financial Crisis, Master Developer and the City arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement; and

WHEREAS, on or about July 18, 2011, arbitrator, Honorable Nicholas Politan issued an arbitrator’s award (the “**Arbitrator’s Award**”) that determined, among other things, that the Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential housing units and other economic development activity within the Waterfront Redevelopment Area; and

WHEREAS, in order to comply with the spirit of the Arbitration Award to induce the Master Developer to proceed expeditiously with the development of residential units and other economic development activities within the Waterfront Redevelopment Area, and to determine an appropriate means to finance the cost of the infrastructure improvements, the City has determined that the cost of the infrastructure improvements should be assessed in the manner provided in *N.J.S.A. 40:56-1 et seq.* (the “**Local Improvements Law**”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to *N.J.S.A. 40A:12A-64 et seq.* (the “**RAB Law**”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**” or the “**Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and (ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment on certain property within an area in need of redevelopment (the “**Special Assessments**”); and

WHEREAS, on February 20, 2013, the City finally adopted that certain ordinance 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 Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof” (the “**Ordinance**”), which Ordinance authorized the imposition of the Special Assessments pursuant to the statutory procedure set forth in the Local Improvements Law, *N.J.S.A. 40:56-1 et seq.* or pursuant to special assessment agreements (each, a “**Special Assessment Agreement**”); and

WHEREAS, as an inducement to the Master Developer to undertake the Project and in furtherance of the purposes of the Act and the RAB Law and to assist in financing the cost of the Project, the City also adopted a resolution on February 20, 2013 entitled “A RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$58,000,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT)” (the “**Bond Authorizing Resolution**”) authorizing the issuance its non-recourse Redevelopment Area Bonds (Waterfront Redevelopment Area Infrastructure Project), in an aggregate principal amount not to exceed \$58,000,000, in one or more series (the “**Bonds**”), which Bonds shall be secured by a pledge of the Pledged Portion of the Assessment, as defined in that certain Special Assessment Agreement executed by and between the City and the Master Developer (the “**Master Developer Special Assessment Agreement**”), and assignment of certain rights of the City with respect to the Project, including certain rights of the City under that certain Master Developer Special Assessment Agreement, and from time to time, by a Pledged Portion of the Assessment with respect to other Special Assessment Agreements or Special Assessments imposed in accordance with the Local Improvements Law, as such Special Assessment Agreements are executed and/or such Special Assessments are imposed, pursuant to a Trust Indenture dated July 1, 2013, as supplemented pursuant to supplemental trust indentures to be executed in connection with each series of Bonds, including but not limited to the First Supplemental Indenture dated July 1, 2013, the Second Supplemental Indenture dated January 1, 2016, the Third Supplemental Indenture dated January 1, 2016, a Fourth Supplemental Indenture dated June 1, 2021 and a Fifth Supplemental Indenture date September 23, 2022 (collectively, the “**Trust Indenture**”) by and between the Authority and U.S. Bank National Association (the “**Trustee**”), which pledge and assignment are hereby declared to further secure the payment of the principal of and interest on the Bonds; and

WHEREAS, the City issued \$1,055,000 aggregate principal amount of its initial non-recourse Redevelopment Area Bonds, Series 2013A (Waterfront Redevelopment Area Infrastructure Project) on July 19, 2013 (the “**Vive Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,531,092 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated May 15, 2013 (the “**Vive URE Special Assessment Agreement**”) entered into between the City and AP Block 146 Developer Urban Renewal, LLC (the “**Vive URE**”), an affiliate of the Master Developer, with respect to, and for the benefit of, the twenty-eight (28) condominium unit housing redevelopment project constructed on property owned by Vive URE consisting of 801, 803, 805 and 807 Kingsley Street in the City (i.e., Block 3903, Lot 1 on the official tax maps of the City as a result of the consolidation of Block 3903, Lots 1, 2 and 3, the “**Vive Condominium**”); and

WHEREAS, the City issued \$1,465,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016A (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**South Grand Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,117,220 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**South Grand URE Special Assessment Agreement**”) entered into between the City, AP at South Grand Urban Renewal, LLC and K. Hovnanian at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of twenty-eight (28) townhomes on property identified as Block 3205, Lots 13, 14 and 15 on the official tax map of the City (the “**South Grand Project**”); and

WHEREAS, the City issued \$1,980,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016B (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**Monroe Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,533,400.21 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**Monroe URE Special Assessment Agreement**”) entered into between the City and by AP at Monroe Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of a three to four story condominium building containing thirty-four (34) residential units on property commonly known as 601 Heck Street in the City and currently identified as Block 3205, Lot 16, on the official tax map of the City (the “**Monroe Project**”)

WHEREAS, the City issued \$3,375,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2021A (Waterfront Redevelopment Area Infrastructure Project) on June 4, 2021 (the “**Initial Triangle Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,448,281.25 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated June 4, 2021 (the “**Triangle Townhome Special Assessment Agreement**”) entered into between the City and by K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 48 residential condominium units on property in the City and currently identified as Block 3801, Lots 1.01, 1.03 and 1.05, on the official tax map of the City (the “**Triangle Project**”).

WHEREAS, \$44,675,000 of the original \$58,000,000 non-recourse Bonds authorized by the Bond Authoring Resolution remains and the City desires to to issue one or more series of additional non-recourse Bonds in an aggregate principal amount not to exceed \$2,000,000 (the “**AP Triangle/Cove Bonds**”) in connection a portion of the Project being undertaken in the City by K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of this portion of the Project, including the development of forty-eight (48) townhomes on property identified as Block 3801, Lots 1.01, 1.03 and 1.05 on the Official Tax Map of the City (the “**AP Triangle/Cove Project**”) and in accordance with the

Master Developer Special Assessment Agreement, the Ordinance, and an additional Special Assessment Agreement to be entered into between the City and by K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC (the "**AP Triangle/Cove Special Assessment Agreement**"), providing, in part, for payments by the owners of the properties benefited by the AP Triangle/Cove Project to meet installments of interest and principal on the AP Triangle/Cove Bonds,

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

Section 1. Determination to Issue. To accomplish the purposes and objectives of the Act and the RAB Law, the City hereby determines to finance the AP Triangle/Cove Project as a portion of the Project. In order to finance the AP Triangle/Cove Project, the additional Bonds in the aggregate principal amount not to exceed \$2,000,000 (the "**AP Triangle/Cove Bonds**") are hereby authorized to be issued as Additional Bonds under and as such term is defined in the Trust Indenture, as may be amended and supplemented in connection with the issuance of the AP Triangle/Cove Bonds, from the original authorization of Bonds, making the remaining authorization of Bonds to be issued pursuant to the Bond Authorizing Resolution not to exceed \$44,675,000 (after deducting the amount of the Vive Bonds, the South Grand Bonds, the Monroe Bonds and Initial Triangle Bonds and the authorization of the not to exceed \$2,000,000 of Baltic Bonds and the not to exceed \$3,500,000 of Aegean Bonds) and following the issuance of not to exceed \$2,000,000 of the AP Triangle/Cove Bonds, that remaining not to exceed amount is \$42,675,000. The AP Triangle/Cove Bonds may be issued in multiple series, shall be dated, shall bear interest at such rates of interest and shall be payable as to principal, interest and premium, if any, all as is specified therein. The AP Triangle/Cove Bonds shall be issued in the form, shall mature, shall be subject to redemption prior to maturity and shall have such other details and provisions as are prescribed by the Trust Indenture, as may be amended and supplemented in connection with the issuance of the AP Triangle/Cove Bonds.

Section 2. Bonds to Constitute Special Limited Obligations. The AP Triangle/Cove Bonds, which are issued as Additional Bonds under the Trust Indenture, as may be amended and supplemented in connection with the issuance of the AP Triangle/Cove Bonds, shall be special limited obligations of the City, payable solely out of the Pledged Portion of the Assessment and any other moneys derived pursuant to the Master Developer Special Assessment Agreement, and the Pledged Portion of the Assessment with respect to the Special Assessment Agreement, as may be amended or Special Assessments imposed in accordance with the Local Improvements Law, including those imposed by the AP Triangle/Cove Special Assessment Agreement, as may be amended, and/or such Special Assessments are imposed from time to time; and all such moneys are hereby pledged to the payment of the AP Triangle/Cove Bonds. The payment of the principal of, premium, if any, and interest on the AP Triangle/Cove Bonds shall be secured by a pledge and assignment of the Pledged Portion of the Assessment and certain rights of the City as provided in the Master Developer Special Assessment Agreement and those certain Special Assessment Agreements (to be executed from time to time) including the AP Triangle/Cove Special Assessment Agreement (as may be amended). Neither the members of City Council nor any person executing the AP Triangle/Cove Bonds issued pursuant to this resolution, the Act and the RAB Law shall be liable personally on the AP Triangle/Cove Bonds by reason of the

issuance thereof. The AP Triangle/Cove Bonds shall not be in any way a debt or liability of the City other than to the limited extent set forth in the Trust Indenture, as may be amended and supplemented in connection with the issuance of the AP Triangle/Cove Bonds. Neither the faith and credit nor taxing power of the City is pledged to the payment of, the principal or redemption price, if any, of or interest on the AP Triangle/Cove Bonds.

Section 3. Authorization of Bonds. (a) The AP Triangle/Cove Bonds shall mature no later than 30 years from the date of issuance and shall be issued in an aggregate principal amount not exceeding \$2,000,000. The AP Triangle/Cove Bonds shall bear interest at a rate or rates of interest which shall not exceed the maximum interest rates approved by the Local Finance Board in the Division of Local Government Services in the Department of Community Affairs (the “**Local Finance Board**”).

(b) The Mayor or City Manager (each an “**Authorized Officer**”) are each hereby authorized and directed to execute and deliver on behalf of the City a contract of purchase for the purchase of each series of AP Triangle/Cove Bonds (the “**Contract of Purchase**”) with an underwriter or underwriters (the “**Underwriter**” or “**Underwriters**”) to be determined by a certificate of award executed by an Authorized Officer (the “**Award Certificate**”) as determined by an Authorized Officer in consultation with counsel, approval thereof to be evidenced by such Authorized Officer's execution thereof, for the purchase of all, but not less than all, of each series of AP Triangle/Cove Bonds. The AP Triangle/Cove Bonds may be sold pursuant to a competitive sale, negotiated sale or limited placement agency, all as determined by an Authorized Officer. A copy of the Contract of Purchase shall be filed upon execution with the records of the City.

Section 4. Execution and Authentication. The AP Triangle/Cove Bonds shall be executed and authenticated in accordance with the Trust Indenture, as may be amended and supplemented in connection with the issuance of the AP Triangle/Cove Bonds, and shall be issued in registered form qualifying for book entry registration.

Section 5. Delivery of Bonds. Following execution of the AP Triangle/Cove Bonds, the Authorized Officer are each hereby authorized to deliver the AP Triangle/Cove Bonds to the Trustee for authentication and, after authentication, to deliver the AP Triangle/Cove Bonds to the Underwriters against receipt of the purchase price or unpaid balance thereof.

Section 6. Approval of Offering Document. The distribution by the Underwriters of a Limited Offering Memorandum or Official Statement in preliminary form (the “**Preliminary Offering Document**”) relating to the AP Triangle/Cove Bonds (a draft of which shall be filed with records of the City) in connection with the marketing of the AP Triangle/Cove Bonds, and the distribution of a final Limited Offering Memorandum or Official Statement relating to the AP Triangle/Cove Bonds to the purchasers of the AP Triangle/Cove Bonds (the “**Offering Document**”) is hereby authorized. The Authorized Officers are each hereby authorized to approve the contents of the Preliminary Offering Document with such changes therein and modifications thereto as counsel may advise and such officer of the City may approve. The Authorized Officers are each hereby authorized to approve the contents of the Offering Document and to execute the Offering Document on behalf of the City, which Offering

Document shall be in substantially the form of the Preliminary Offering Document with such changes therein (including the insertion of the redemption provisions and the initial interest rates for the AP Triangle/Cove Bonds) and supplements thereto as counsel may advise and the officer of the City executing the same may approve, such approval to be evidenced by such officer's execution thereof. The Authorized Officers are each hereby authorized to "deem final" the Preliminary Offering Document and to execute and deliver a certificate to the Underwriters to such effect.

Section 7. Approval of Seventh Supplemental Indenture. The form of the Seventh Supplemental Indenture presented to this meeting (a copy of which is on file with the records of the City), and all instruments to be attached thereto or executed in conjunction therewith, is hereby approved and the Authorized Officers are each hereby authorized to execute, acknowledge and deliver, and the City Clerk or Deputy City Clerk are each hereby authorized to affix and attest the seal of the City to the Seventh Supplemental Indenture in such form, with such changes therein as counsel may advise and the officers executing the same may approve, such approval to be evidenced by their execution thereof.

Section 8. Incidental Action. The Authorized Officers are each hereby authorized and directed to execute and deliver such other papers, instruments, certificates, opinions, affidavits and documents, including, without limitation, the Pledge and Assignment Agreement, and to take such other action as may be necessary or appropriate in order to carry out the purpose of this Resolution, including effectuating the execution and delivery of the Trust Indenture (inclusive of the Seventh Supplemental Indenture), the Master Developer Special Assessment Agreement and any Special Assessment Agreements, including the AP Triangle/Cove Special Assessment Agreement, as may be amended and the issuance and sale of the AP Triangle/Cove Bonds, all in accordance with the foregoing sections hereof.

Section 9. Prior Resolutions. All prior resolutions of the City or portions thereof inconsistent herewith are hereby replaced.

Section 10. Capitalized Terms. Capitalized terms used in this Resolution and not otherwise defined have the meaning given to such terms in the Trust Indenture.

Section 11. Construction. In case any one of more of the provisions of this resolution, the Trust Indenture (inclusive of the Seventh Supplemental Indenture), the Contract of Purchase, the Official Statement or the AP Triangle/Cove Bonds issued hereunder shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution of the Trust Indenture, the Contract of Purchase, the Official Statement and the AP Triangle/Cove Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

Section 12. Effective Date. This Resolution shall take effect immediately upon adoption.

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. 2023-362 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-363

Resolution to permit temporary cell service facilities for Sea Hear Now Festival. There are two temporary facilities in the Waterfront Redevelopment Plan Area until September 20th located at Block 4306, Lot 2 and Block 4105, Lot 4.



RESOLUTION NO. 2023-363

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

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK,
ACTING AS THE REDEVELOPMENT ENTITY, AUTHORIZING A TEMPORARY
CELLULAR INSTALLATION ON THE NORTHWEST PORTION OF BLOCK 4306,
LOT 2 AND THE NORTHEAST CORNER OF BLOCK 4105, LOT 4 WITHIN THE
WATERFRONT REDEVELOPMENT AREA**

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

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

WHEREAS, the Master Developer is the owner of those certain properties identified as Block 4306, Lot 2 and Block 4105, Lot 4, as set forth on the Tax Map of the City of Asbury, generally situated at the Northeast corner of Kingsley Street and Eighth Avenue and the Southwest corner of Fourth and Kinsley Avenues, which are located within the Redevelopment Area (the “Properties”); and

WHEREAS, Cellco Partnership d/b/a Verizon Wireless has requested the City’s approval to use the Properties to install two temporary cellular communications systems, including tower and generators, on the Properties from August 1, 2023 through September 20, 2023, specifically for the Sea Hear Now Music and Art Festival (the “Festival”); and

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

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

1. That the foregoing recitals are incorporated herein by reference.

2. That the temporary use of the Properties for the purposes referenced above is hereby approved, subject to the conditions set forth herein.

3. That the temporary cellular communications system on the Properties will be within a compound measuring approximately 30 feet by 30 feet. The compound will largely be located on Block 4306, Lot 2 and Block 4105, Lot 4, as further depicted on the plans prepared by Jacob Minard, P.E., entitled “Asbury Park Sea Hear Now COW 1 2023,” dated May 19, 2023, attached hereto as Exhibit “A,” and “2023 Sea Hear Now COW 2,” dated April 28, 2023, and revised to May 24, 2023, attached hereto as Exhibit “B” (the “Plans”).

4. That the purpose of the temporary cellular communications system is to: (1) provide cellular coverage during the high demand created by the Festival; and (2) be utilized as a temporary location on an annual basis, only during the time of the Festival.

5. That the City has determined that the temporary and interim use of the Properties as a temporary cellular communications system is necessary in order to assist the City to accommodate and support the needs of Festival visitors, and for the convenience of the public at large.

6. That the use of the Properties for a temporary cellular communications system from August 1, 2023 through September 20, 2023 is hereby approved and, due to the limited nature and duration of this use, and the benefit to the City, review and approval by the Technical Review Committee (TRC) and/or the Planning Board shall not be required.

7. That the City’s approval is specifically conditioned upon the temporary cellular communications system ceasing operation and being removed by the close of business on September 20, 2023 and being located, constructed and operated in conformance with the Plans.

8. That this Resolution shall take effect immediately.

9. That a certified copy of this Resolution shall be provided to each of the following:

- a. Lauren D’Arcy, Gotham Communications;
- b. Donna M. Vieiro, City Manager;
- c. Michele Alonso, Director of Planning and Redevelopment;
- d. Robert Bianchini, Director of Capital Projects and Public Facilities; and
- e. 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. 2023-363 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

EXHIBIT “A”

Attachment: Attachment for 2023 COW (2023-363 : Temporary Cellular Installation on Block 4306, Lot 2 and Block 4105, Lot 4)

**NETWORK
CONNEX**

5000 ATRIUM WAY, SUITE 3
MOUNT LAUREL, NEW JERSEY 08054
PHONE (856) 316-4768
FAX (856) 231-9940
www.networkconnex.com

**CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS**

ONE VERIZON WAY
MAIL STOP 4AW100
BASKING RIDGE, NEW JERSEY 07920

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TITLE SHEET

4

ASBURY PARK SEA HEAR NOW
COW 1 2023

TH AVENUE & KINGSLEY STREET
ASBURY PARK, NEW JERSEY
07712

**CITY OF ASBURY PARK
MONMOUTH COUNTY,
NEW JERSEY**

SHEET NO. 4 OF 5



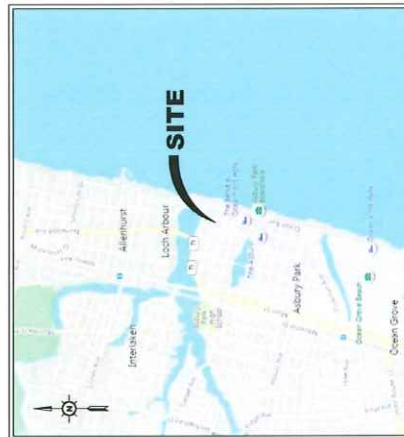
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**CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS
ASBURY PARK SEA HEAR NOW
COW 1 2023
8TH AVENUE & KINGSLEY STREET
ASBURY PARK, NEW JERSEY
07712**

DRAWING INDEX	
DRAWING NUMBER	DRAWING TITLE
1-1	SITE SHEET
2-1	SITE PLAN
C-1	COMPOUND PLAN
C-2	ELEVATION
C-3	CONSTRUCTION DETAILS
C-4	GENERATOR & FUEL TANK DETAILS
E-1	ELECTRICAL PLAN & NOTES
E-2	ELECTRICAL DETAILS
E-3	ELECTRICAL CRISPAL

DO NOT SCALE DRAWINGS

VERIZON REVIEW	
PROJECT MANAGER _____	DATE: _____
CONSTRUCTION _____	DATE: _____



AREA MAP

ASBURY PARK, NEW JERSEY
SCALE: 1/4" = 1000' AT

DIRECTIONS

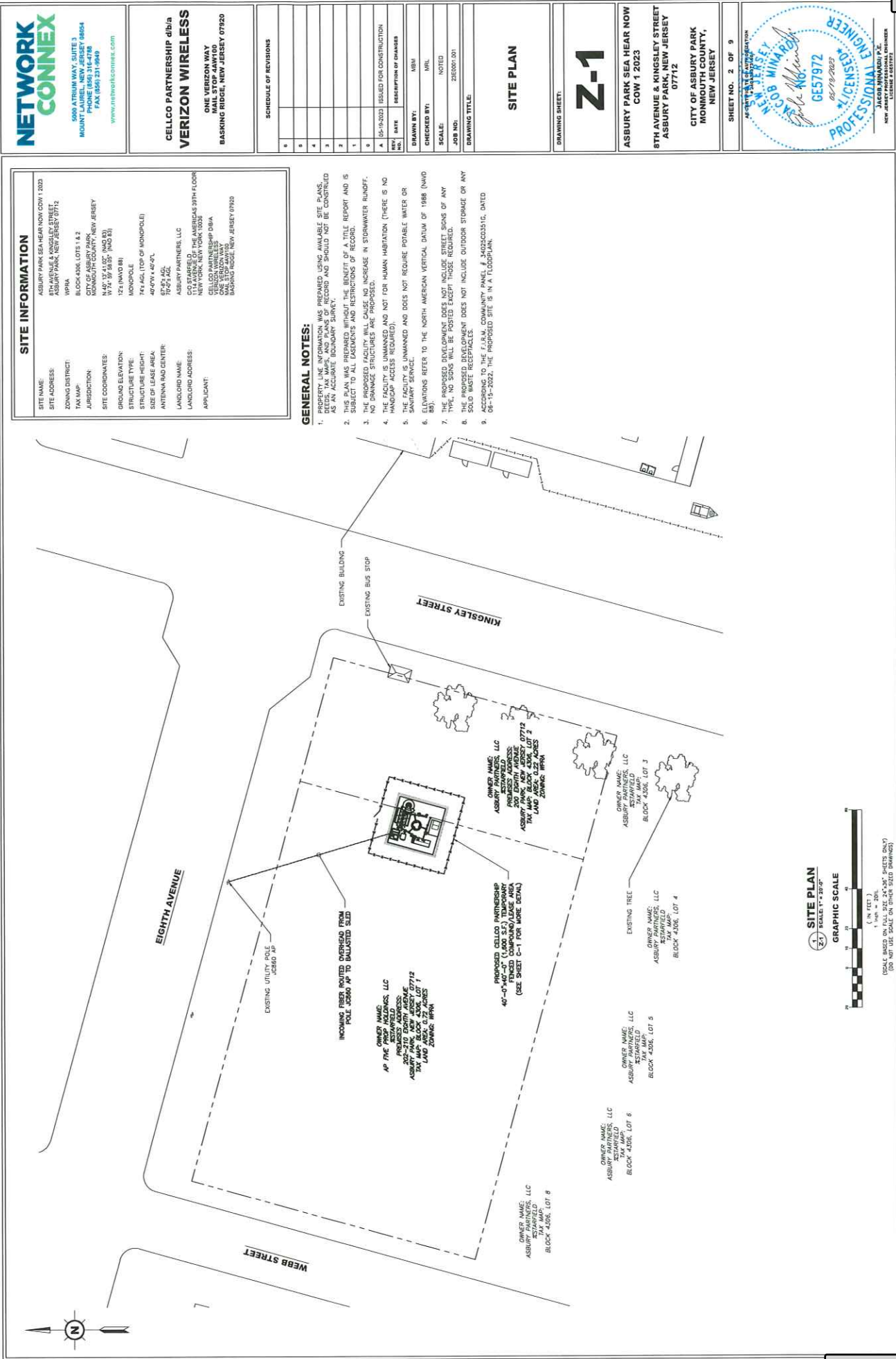
FROM VERIZON OFFICE AT ONE VERNON WAY: HEAD WEST ON VERNON WAY, BEAR RIGHT TOWARD NORTH MAPLE AVENUE. TAKE THE RAMP ON THE LEFT FOR I-287 SOUTH. KEEP STRAIGHT UNTIL YOU SEE NJ-40 NORTH. TAKE THE RAMP FOR GARDEN STATE PARKWAY SOUTH. TURN RIGHT ONTO GARDEN STATE PARKWAY. GO ONE MILE AND MAKE A RIGHT TURN TO THE RIGHT ONTO COUNTY ROUTE 16. GO SOUTH TOWARD POINT PLASID, TAKE EXIT 10A FOR NJ-40 EAST TOWARD ASBURY PARK. KEEP STRAIGHT UNTIL NJ-45 NORTH. BEAR LEFT ONT ASBURY AVENUE / COUNTY HIGHWAY-16. TURN LEFT ON KINGSLEY STREET. TURN LEFT ONTO 8TH AVENUE. SITE IS

SITE INFORMATION

SITE NAME	AMERICAN SEA HAWK NEW JEW 1020
SITE ADDRESS	8TH AVENUE & KINGSTON STREET AUBURN PARK, NEW ARSET 07112
ZONING DISTRICT	WVPA
AMIRBITION	BLOCK 436L LOTS 1 & 2
TIA MAP	114 MAP
SITE COORDINATES	N 47° 31' 02" (RAD 5) W 74° 36' 07" (RAD 5)
GROUND ELEVATION	114 MAP
STRUCTURE TYPE	INDUSTRIAL
STAIRCASE TYPE	INDUSTRIAL
SIZE OF LEASE AREA	79 ACRES (TOP OF NONCPL)
ANENR	4627' x 1627'
SEANR	67' x 42'
LANDOWNER	LANDOWNER, LLC
LANDLORD ADDRESS	114 MAP, 114 MAP, THE AMERICAN 30TH FLOOR NEW YORK, NEW YORK 10036
APPLICANT	CHESCO WAREHUSES, CHESCO WAREHUSES, CHESCO WAREHUSES MAIL STOP 10000, CHESCO WAREHUSES 114 MAP, 114 MAP, 114 MAP, 114 MAP

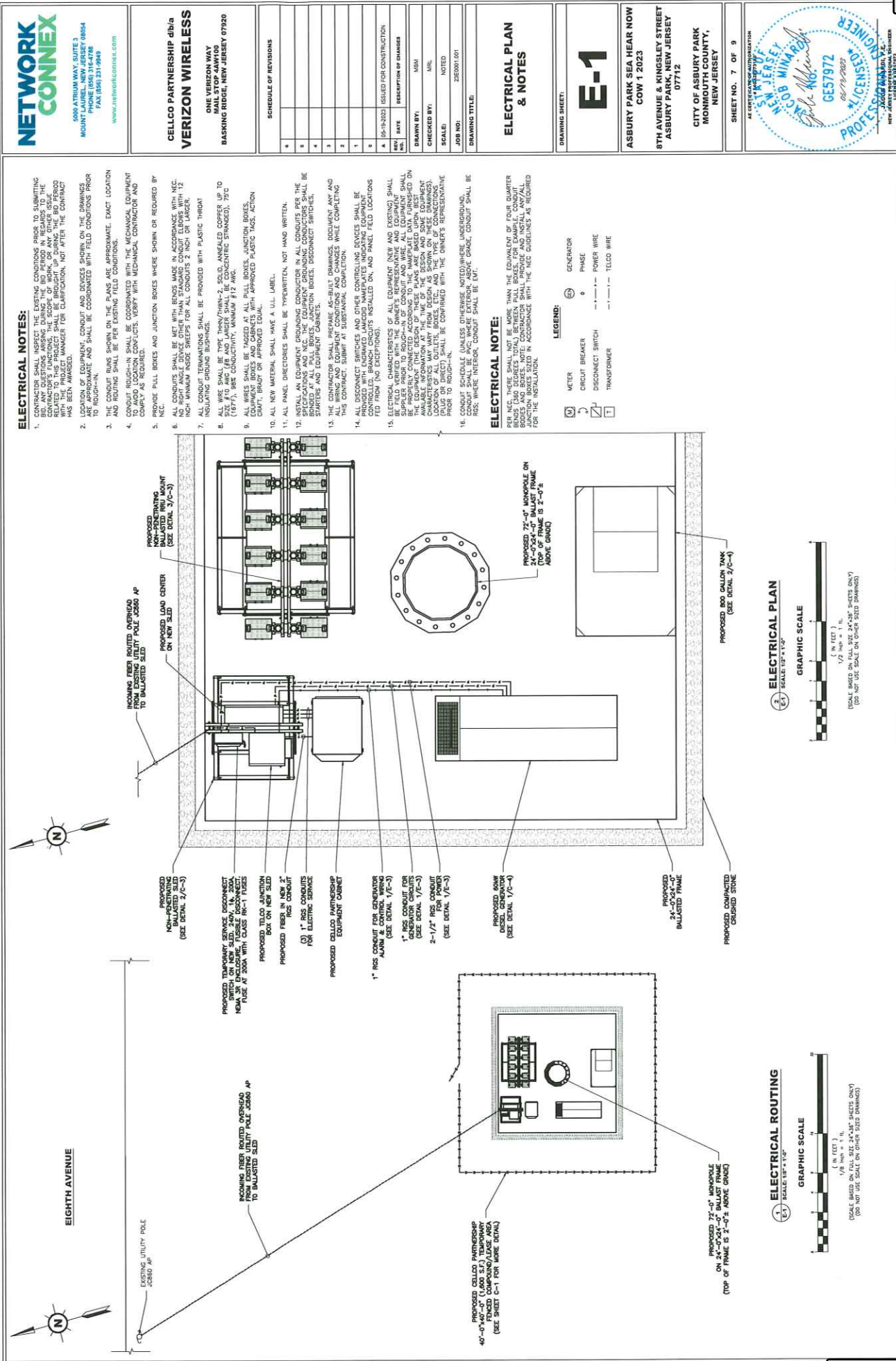
CODE ANALYSIS

BUILDING CODE:	IBC 2021 (NEW JERSEY EDITION)
ELECTRICAL CODE:	NFPA 70, NEC 2020
FIRE CODE:	IFC 2021 (NEW JERSEY EDITION)
USE GROUP:	U (OTHER)



Packet Pg. 514

[illegible]



NETWORK CONNEX
5000 ATLANTIC WAY, SUITE 3
MOUNT LAUREL, NEW JERSEY 08054
PHONE (856) 314-4788
FAX (856) 314-4945
WWW.NETWORKCONNEX.COM

**CELLO PARTNERSHIP db/a
VERIZON WIRELESS**
ONE VERIZON WAY
MAIL STOP 44M100
BASKING RIDGE, NEW JERSEY 07920

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**ELECTRICAL PLAN
& NOTES**

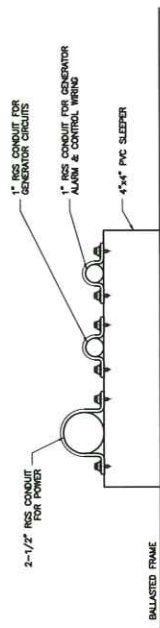
E-1

ASBURY PARK SEA HEAR NOW
COW 1 2023
8TH AVENUE & KINGSLEY STREET
ASBURY PARK, NEW JERSEY
07712
CITY OF ASBURY PARK,
MONMOUTH COUNTY,
NEW JERSEY

SHEET NO. 7 OF 9
ASBURY PARK SEA HEAR NOW
COW 1 2023
8TH AVENUE & KINGSLEY STREET
ASBURY PARK, NEW JERSEY
07712
CITY OF ASBURY PARK,
MONMOUTH COUNTY,
NEW JERSEY

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1 CONDUIT ROUTING DETAIL
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EXHIBIT “B”

Attachment: Attachment for 2023 COW (2023-363 : Temporary Cellular Installation on Block 4306, Lot 2 and Block 4105, Lot 4)

**NETWORK
CONNEX**

5000 ATRIUM WAY, SUITE 3
MOUNT LAUREL, NEW JERSEY 08054
PHONE (856) 316-4780
FAX (856) 231-9940
www.networkconnex.com

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

ONE VERIZON WAY
MAIL STOP 4AW100
BASKING RIDGE, NEW JERSEY 07920

[illegible]

TITLE SHEET

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2023 SEA HEAR NOW COW 2
11TH AVENUE & KINGSLEY STREET
ASBURY PARK, NEW JERSEY
07712

CITY OF ASBURY PARK
MONMOUTH COUNTY,
NEW JERSEY

SHEET NO. 1 OF 9



MOUNT ANALYSIS NOTE

NETWORK CONNEX IS NOT RESPONSIBLE FOR DESIGN OR STRUCTURAL CERTIFICATION OF NEW OR EXISTING ANTENNA AND RRH MOUNTS REQUIRED FOR THE INSTALLATION OF THE PROPOSED EQUIPMENT ASSOCIATED WITH THIS PROJECT. PLEASE REFER TO THE MOUNT ANALYSIS COMPLETED BY OTHERS FOR ALL STRUCTURAL INFORMATION RELATED TO THE ANTENNA AND RRH MOUNTS

STRUCTURAL ANALYSIS NOTE

NETWORK CONNEX IS NOT RESPONSIBLE FOR DESIGN OR STRUCTURAL CERTIFICATION OF NEW OR EXISTING TOWER STRUCTURE REQUIRED FOR THE INSTALLATION OF THE PROPOSED EQUIPMENT ASSOCIATED WITH THIS PROJECT. PLEASE REFER TO THE STRUCTURAL ANALYSIS COMPLETED BY OTHERS FOR ALL STRUCTURAL INFORMATION RELATED TO THE TOWER.

SITE INFORMATION

SITE NAME	203 SBA HWY NOW COW 2
SITE ADDRESS	4TH AVENUE & ANGEL'S STREET WINDY PARK, NEW JERSEY 07112
ZONING DISTRICT	WINDY PARK
JURISDICTION	BLACK HILLS LOT 4
TAX MAP	BLOCK 416, LOT 4
SITE COORDINATES	40° 12' 22" (NAD 83) 74° 00' 00" (NAD 83)
GROUND ELEVATION	131 (NAD 83)
STRUCTURE TYPE	MONOPOLE
STRUCTURE HEIGHT	473 ASL (TOP OF ANTENNA MOUNT)
SIZE OF LEASE AREA	30.79' W, 30.21'
ANTENNA RADIATOR	37.8' ASL 42.0' ASL
LANDOWNER NAME	TELECOMUNICATIONS, LLC
LANDOWN ADDRESS	1114 AVENUE OF THE AMERICAS 37H LLOOR NEW YORK, NEW YORK 10019
APPLICANT	TELECOMUNICATIONS, LLC 10000 WILLOW CREEK DRIVE SUITE 3100 WILLOW CREEK DALLAS, TEXAS 75243

CODE ANALYSIS

BUILDING CODE	IBC 2021 (NEW JERSEY EDITION)
ELECTRICAL CODE	NFPA 70, NEC 2020
FIRE CODE	IFC 2021 (NEW JERSEY EDITION)
USE GROUP	U (UTILITY)

SHEET INDEX

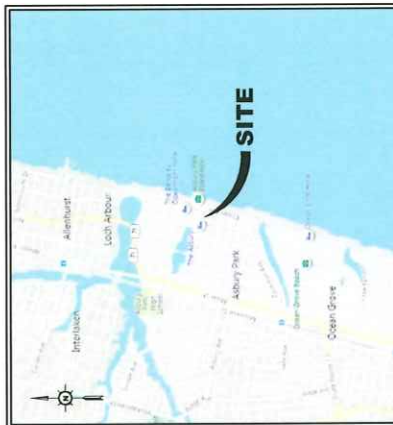
DRAWING SHEET	DRAWING TITLE
T-1	TITLE SHEET
Z-1	SITE PLAN
C-1	COMPOUND PLAN
G-1	ELEVATION
G-3	CONSTRUCTION DETAILS
G-4	GENERATION & FUEL TANK DETAILS
E-1	ELECTRICAL PLAN & NOTES
E-2	ELECTRICAL DETAILS

DO NOT SCALE DRAWINGS

CONTRACTOR IS TO VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS RELATING TO THIS PROJECT. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER IF THERE ARE ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

VERIZON REVIEW

DATE:	
PROJECT MANAGER	
DATE:	
CONSTRUCTION	



AREA MAP

ARNDT RADW. NEW JERSEY

DIRECTIONS

FROM VERIZON OFFICE AT ONE VERNON WAY; HEAD WEST ON VERNON WAY, BEAR RIGHT
ONTO NORTH MAPLE AVENUE, TAKE THE RAMP ON THE LEFT FOR I-37 SOUTH. KEEP
ATTRACTED ONTO US-9 / NJ-440 NORTH, TAKE THE RAMP FOR GARDEN STATE PARKWAY
SOUTH, TAKE EXIT HIGHWAY 68 SOUTH, TURN RIGHT ONTO COUNTY ROUTE 164,
TURN LEFT ONTO COUNTY ROUTE 164, TAKE THE RAMP FOR NJ-18
TOWARD POINT ALABAMA, TAKE EXIT 10A FOR NJ-60 EAST TOWARD ASBURY PARK.
KEEP STRAIGHT ONTO NJ-35 NORTH, BEAR LEFT ONTO ASBURY AVENUE / COUNTY
HIGHWAY-16, TURN LEFT ON KINGSLEY STREET, TURN RIGHT ONTO 4TH AVENUE, SITE IS

5000 ATRIUM WAY, SUITE 3
MOUNT LAUREL, NEW JERSEY 08054
PHONE (856) 316-4789
FAX (856) 231-9949
WWW.FINTECHWORKSOLUTIONS.COM

**CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS**

ONE VERIZON WAY
MAIL STOP 4AW100
BASKING RIDGE, NEW JERSEY 07920

SCHEDULE OF REVISIONS

DATE	DESCRIPTION OF CHANGES
10-24-2023	FINAL CDA
04-26-2023	90% REVIEW
DATE	DESCRIPTION OF CHANGES

DRAWN BY:	MBM
CHECKED BY:	MRL
SCALE:	NOTED
JOB NO:	ZTE0001.001

SITE PLAN

DRAWING SHEET:

5

2023 SEA HEAR NOW COW 2
10TH AVENUE & KINGSLEY STREET
ASBURY PARK, NEW JERSEY
07712

**CITY OF ASBURY PARK
MONMOUTH COUNTY,
NEW JERSEY**

SHEET NO. 2 OF 9

ALL CERTIFICATE OF AUTHORIZATION

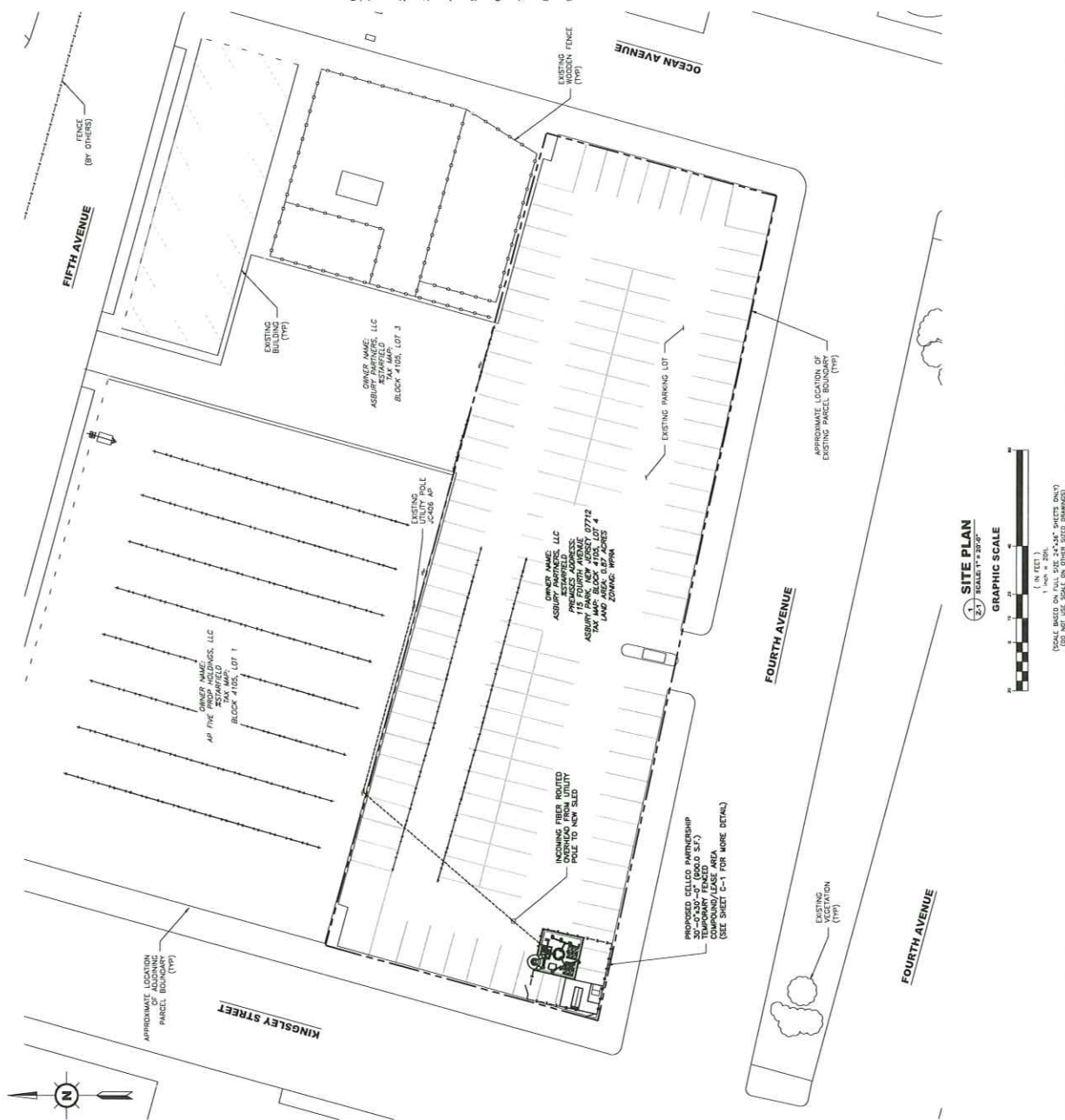


SITE INFORMATION

SITE NAME	302 SDA HEAR NOV COR 2
SITE ADDRESS	4TH AVENUE & ANGLEY STREET WINDY PARK, NEW JERSEY 07112
ZONING DISTRICT	WYMA
TAX MAP IDENTIFICATION	BLOCK VICKS, LOT 4
SITE COORDINATES	MUNICIPALITY OF MONMOUTH COUNTY, NEW JERSEY N 12° 12' 29" (RAD 83) E 6° 52' 30" (RAD 83)
GROUND ELEVATION	121 (HMD 86)
STRUCTURE HEIGHT	MONOPOLE
STRUCTURE TYPE	42' AGL (TOP OF ANTENNA MOUNT)
SIZE OF LEASE AREA	30.6FW x 30.3FL
ANTENNA RAZ CENTER	37° 49' N 46° 49' W
LAND/OVD WADE	TELECOM SERVICES, LLC UNSTATED
LAND/OVD ADDRESS	1114 CULVER DRIVE CITY OF THE AMERICAS 391 F LOON
LAND/OVD CONTACT	CITY PARTNERSHIP

GENERAL NOTES:

- PROPERTY LINE INFORMATION WAS OBTAINED USING AVAILABLE SITE PLANS.
DEEDS, TAX MAPS, AND PLATS OF RECORD THIS SHOULD NOT BE CONSIDERED
AS AN ACCURATE CADASTRAL SURVEY.
- THE PROPERTY IS LOCATED ON THE WEST BANK OF A TIDE REPORT AND IS
SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- NO DAMAGED FACILITY WILL CAUSE NO INCREASE IN STORMWATER RUNOFF,
NO REMOVED STRUCTURES ARE PROPOSED.
- A. THE FACILITY IS UNHARMED AND NOT FOR HUMAN HABITATION (THERE IS NO
BATHING OR SWIMMING).
- B. THE FACILITY IS UNHARMED AND DOES NOT REQUIRE POTABLE WATER OR
SEWERAGE SERVICE.
- C. PERSONNEL REFER TO THE NORTH AMERICAN VETICAL DATUM OF 1988 (NAD
83).
- D. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE STREET SLOWS OF ANY
TYPE, NO SIGNS WILL BE POSTED EXCEPT THOSE REQUIRED.
- E. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE OUTDOOR STORAGE OR ANY
SOLID WASTE RECEPTACLES.
- F. THE PROPOSED DEVELOPMENT IS NOT IN AN ADJACENT ZONING DISTRICT,
06-15-2007. THE PROPOSED SITE IS NOT IN A FLOODPLAIN, DATED
06-15-2007.



5000 ATRIUM WAY, SUITE 3
JNT LAUREL, NEW JERSEY 08054
PHONE (856) 316-4788
FAX (856) 231-9949
www.networkconnect.com

**CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS**

ONE VERIZON WAY
MAIL STOP 4AW100
BASKING RIDGE, NEW JERSEY 07920

SCHEDULE OF REVISIONS		
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8	05-24-2023	FINAL CDS
9	04-28-2023	80% REVIEW
#	DATE	DESCRIPTION OF CHANGES
DRAWN BY: MEM CHECKED BY: MLL SCALE: NOTED JOB NO: 235001101		
DRAWING TITLE		

ELEVATION

DRAWING SHEET

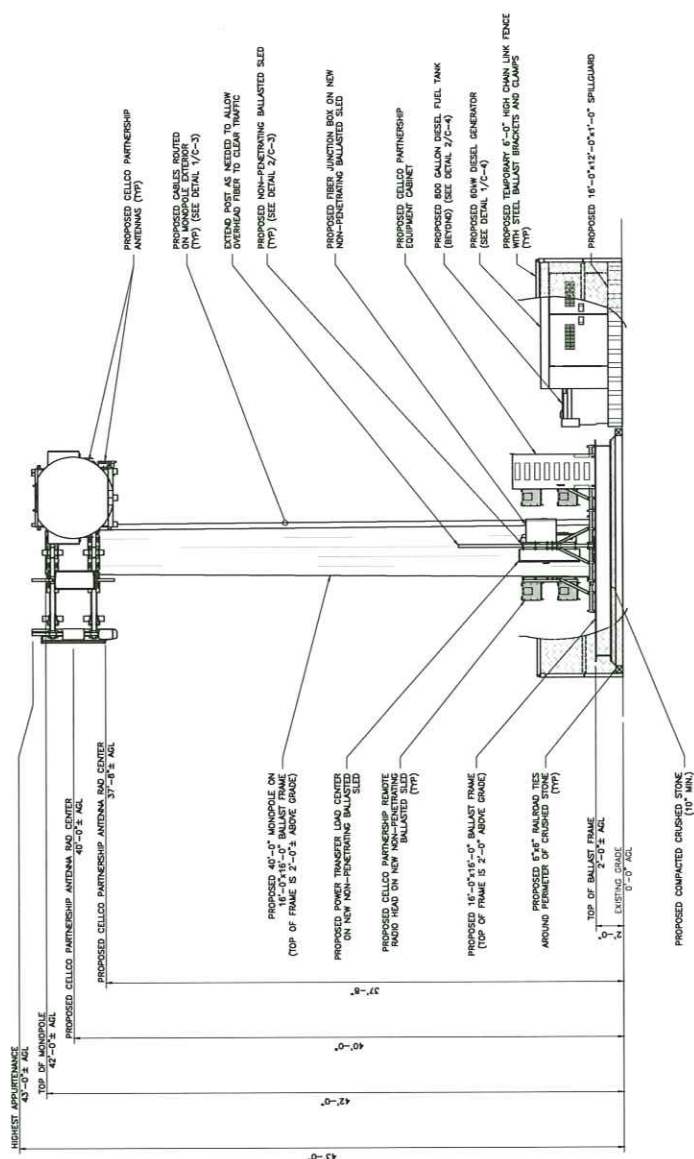
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2023 SEA HEAR NOW COW 2
TH AVENUE & KINGSLEY STREET
ASBURY PARK, NEW JERSEY
07712

CITY OF ASBURY PARK
MONMOUTH COUNTY,
NEW JERSEY

SHEET NO. 4 OF 9

CERTIFICATE OF AUTHORIZATION



ELEVATION
SCALE: 1" = 1'-0"

GRAPHIC SCALE

(IN FEET)

1/4 inch = 1 ft.
SCALE BASED ON FULL SIZE 24"x36" SHEETS ONLY

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS
ONE VERIZON WAY
MAIL STOP 4AW100
BASKING RIDGE, NEW JERSEY 07920

SCHEDULE OF REVISIONS	N	DATE	DESCRIPTION OF CHANGES
	05-24-2023	FINAL CD's	MIM
	04-26-2023	80% REVIEW	MRL
			NOTED
			JOB NOS: 250001, 101

CONSTRUCTION DETAILS

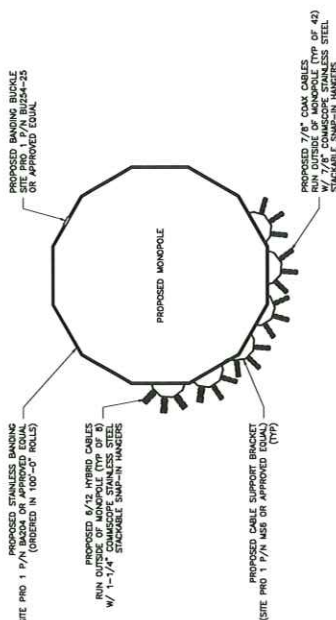
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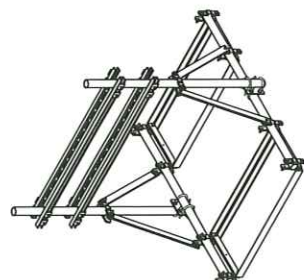
2023 SEA HEAR NOW COW 2
TH AVENUE & KINGSLEY STREET
ASBURY PARK, NEW JERSEY
07712

CITY OF ASBURY PARK
MONMOUTH COUNTY,
NEW JERSEY

SHEET NO. 5 OF 9



1 **CABLE ROUTING SECTION**
C-3 SCALE: N.T.S.



SITE PRO 1 P/N RT-RRU5HD

SLED DETAIL
2
C-3 SCALE: N.T.S.

Packet Pg. 526

Packet Pg. 528



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-364

Establishing Policies Regarding The Leasing Of Seasonal Beach Lockers By The Public.



RESOLUTION NO. 2023-364

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

RESOLUTION ESTABLISHING CERTAIN RULES, REGULATIONS AND POLICIES WITH REGARD TO THE LEASING OF SEASONAL BEACH LOCKERS BY THE PUBLIC

WHEREAS, the City of Asbury Park (the “City”) makes available to the general public the rental of seasonal beach lockers situated at various locations at or adjacent to the City’s beachfront on an annual basis; and

WHEREAS, pursuant to Section 5-4.1 of the Asbury Park City Code, the Mayor and Council wish to establish certain rules, regulations and policies with regard to the leasing of seasonal beach lockers, as set forth herein.

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

1. That the following rules, regulations and policies with regard to the leasing of seasonal beach lockers are hereby established pursuant to Section 5-4.1 of the Asbury Park City Code:
 - a. Those renters who are currently leasing seasonal beach lockers within the City shall be granted first priority with regard to the continued rental of their beach lockers for ensuing summer seasons.
 - b. As beach lockers become available for rental at each of the beach locations, individuals on the wait list will be contacted in chronological order based upon the date of listing on the wait list. The wait list shall be restricted to Asbury Park residents only.
 - c. In order to be included on the wait list for a beach locker at any of the beach locations, individuals will be asked to provide proof of residency. Such proof may include presentation of the individual’s driver’s license, lease or utility bill. Address must reflect a physical location. Addressees that reflect a PO Box will not be considered appropriate verification for residency.

2. That a certified copy of this Resolution shall be provided to each of the following:

- a. Donna M. Vieiro, City Manager;
- b. JoAnn Boos, CFO; 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. 2023-364 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-365

Place to Place Liquor License Transfer of AP Restaurant V LLC (Pocket License) to a Location of 800 Ocean Avenue, Asbury Park, New Jersey.



RESOLUTION NO. 2023-365

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

RESOLUTION TO APPROVE A PLACE TO PLACE TRANSFER OF AP RESTAURANT V LLC PLENARY RETAIL DISTRIBUTION LICENSE NUMBER 1303-33-044-016 (POCKET LICENSE) TO A LOCATION OF 800 OCEAN AVENUE (FIRST PAVILION) SPACE NUMBER 111 TO 115, ASBURY PARK, NEW JERSEY

WHEREAS, an application has been filed for a Place-to-Place Transfer of Plenary Retail Distribution License Number 1303-33-044-016, issued to AP Restaurant V LLC (Pocket License);

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term;

NOW, THEREFORE BE IT RESOLVED that the City of Asbury Park Governing Body does hereby approve, effective June 28th, 2023, the Place-To-Place Transfer of the aforesaid Plenary Retail Distribution License, from its former Pocket License, and does hereby direct the City Clerk to endorse the license certificate as follows: “ this license, subject to all of its terms and conditions, is hereby transferred to premises located at 800 Ocean Avenue (First Pavilion) Space Number 111 to 115, Asbury Park, New Jersey.

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. 2023-365 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 28, 2023
RESOLUTION SUMMARY

2023-366

Proration Of Residential Permit Parking Fee For Those Residents Affected By Ordinance No.
2023-12



RESOLUTION NO. 2023-366

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

RESOLUTION AUTHORIZING PRORATION OF RESIDENTIAL PERMIT PARKING FEE FOR THOSE RESIDENTS AFFECTED BY ORDINANCE NO. 2023-12

WHEREAS, on April 26, 2023, the Mayor and Council of the City of Asbury Park (the “City”) adopted Ordinance No. 2023-12, which was captioned as the “2022 Transportation Update Ordinance” (the “Ordinance”); and

WHEREAS, among other things, the Ordinance revised Section 7-41.3 of the Asbury Park City Code, in order to expand certain areas within the City where on-street metered and permitted parking is applicable; and

WHEREAS, in each of the affected areas, residential parking permits are available for purchase; and

WHEREAS, given the effective date of the Ordinance, those residents who purchase residential parking permits relating to the areas affected by Ordinance No. 2023-12 shall only be entitled to enjoy use of the residential parking permit for, at most, a period of six (6) months during the remainder of the year 2023; and

WHEREAS, in consideration of fairness and equity, the Mayor and Council have determined that any Asbury Park City resident (only) who has been affected by Ordinance No. 2023-12 and who wishes to purchase a residential parking permit for the remainder of the year 2023 shall only be charged a pro-rated fee for the permit, representing one-half (1/2) of the regular fee rather than the full amount; and

WHEREAS, this proration is being permitted for the remainder of 2023 only, and shall not be offered for any other time period; and

WHEREAS, this proration shall only be applicable to those City of Asbury Park residents who have been affected by Ordinance No. 2023-12, and who follow the procedure set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY 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 any City of Asbury Park resident who wishes to purchase a residential parking permit relating to any area of the City affected by Ordinance No. 2023-12 for the remainder of the year 2023 shall be charged a prorated amount for the permit, representing one-half ($\frac{1}{2}$) of the regular fee, given that the permit shall only be effective for the time period between July 1, 2023 and December 31, 2023.
2. That this proration shall not be applicable to residential parking permits purchased for any other areas of the City that are affected by on-street metered parking, nor for any year after the year 2023, and shall only be afforded to Asbury Park City residents.
3. In order to effectuate the proration, once interested residents have been approved for and paid full price for a residential parking permit they must contact the City's Parking Permit Office, in order to confirm eligibility and to coordinate the necessary reimbursement.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Donna M. Vieiro, City Manager;
 - b. James Bonanno, Transportation Director;
 - c. Asbury Park Parking Committee; 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. 2023-366 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2023-25**

**BOND ORDINANCE AMENDING AND SUPPLEMENTING
BOND ORDINANCE NUMBER 2022-08 (WHICH PROVIDES
FOR TRANSPORTATION UTILITY IMPROVEMENTS)
HERETOFORE FINALLY ADOPTED BY THE CITY
COUNCIL OF THE CITY OF ASBURY PARK, IN THE
COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON
JUNE 8, 2022, TO INCREASE THE APPROPRIATION BY
\$600,000 AND TO INCREASE THE AUTHORIZATION OF
BONDS OR NOTES BY \$600,000**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF
ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS
FOLLOWS:**

SECTION 1. The bond ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"), heretofore finally adopted by the City Council thereof on June 8, 2022, numbered 2022-08 and entitled, "BOND ORDINANCE PROVIDING FOR VARIOUS TRANSPORTATION UTILITY IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$4,500,000 THEREFOR (INCLUDING GRANTS FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION IN THE AGGREGATE AMOUNT OF \$917,432) AND AUTHORIZING THE ISSUANCE OF \$4,500,000 IN BONDS OR NOTES TO FINANCE THE COST THEREOF" (the "Original Ordinance"), which Original Ordinance is hereby amended and supplemented, as follows:

SECTION 2. For the improvements or purposes set forth in Section 3(a) of the Original Ordinance, as amended and supplemented hereby, there is hereby appropriated the additional sum of \$600,000. Therefore, the total appropriation of the Original Ordinance, as amended and supplemented hereby, shall be increased by \$600,000 from \$4,500,000 and shall equal

the amount of \$5,100,000, said sum being inclusive of all appropriations heretofore made in the Original Ordinance, as amended and supplemented hereby.

SECTION 3. (a) In order to finance the additional cost of the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, additional negotiable bonds or notes of the City in the amount of \$600,000 are hereby authorized to be issued by the City, such that the total authorization of negotiable bonds or notes to be issued by the City for the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, shall be increased by \$600,000 from \$4,500,000 and shall equal the amount of \$5,100,000. Pursuant to the provisions of N.J.S.A. 40A:2-7(h) and N.J.S.A. 40A:2-11(c), as amended and supplemented, no down payment is required for the improvements or purposes set forth in Original Ordinance, as amended and supplemented hereby, as said improvements or purposes are funded, in part, by the Grants.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes set forth in Section 3 the Original Ordinance, as amended and supplemented hereby, is equal to \$5,100,000.

(c) The estimated cost of the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, is equal to \$5,100,000.

SECTION 4. The Capital Budget of the City is hereby amended, as necessary, to conform with the provisions of this amendatory and supplemental bond ordinance and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs (the "Director of the Division of Local Government Services"), will be on file in the office of the Clerk and will be available for public inspection.

SECTION 5. The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided for in this amendatory and supplemental bond ordinance by \$600,000 and the said obligations authorized herein will be within all debt limitations prescribed by law.

SECTION 6. Section 7(d) of the Original Ordinance is hereby amended to read as follows: “(d) An aggregate amount not exceeding \$1,020,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.”

SECTION 7. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by the Original Ordinance, as amended and supplemented hereto. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 8. The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 3 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of the Original Ordinance, as amended and supplemented hereto. This Section 8 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 9. The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in

connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 10. The City covenants to maintain the exclusion from gross income under section 103(a) of the Code, of the interest on all bonds and notes issued under the Original Ordinance, as amended and supplemented hereby.

SECTION 11. Except as expressly amended and supplemented hereto, the Original Ordinance shall remain in full force and effect.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: June 28, 2023**

LISA ESPOSITO,
Clerk of the City of Asbury Park

**ADOPTED ON SECOND READING
DATED: July 12, 2023**

LISA ESPOSITO,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2023.

JOHN B. MOOR,
Mayor of the City of Asbury Park

DATED: June 28, 2023

LISA ESPOSITO,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2023

JOHN MOOR,
Mayor of the City of Asbury Park



**Asbury Park, New Jersey
ORDINANCE NO. 2023-26**

**ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE EXECUTION
OF A FINANCIAL AGREEMENT WITH TOLL ASBURY PARK URBAN RENEWAL,
LLC AND GRANTING A TAX EXEMPTION FOR PROPERTY KNOWN AS BLOCK
3101, LOT 1 (407 LAKE AVENUE)**

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 qualify as areas “in need of redevelopment”; and

WHEREAS, the Act confers certain contract, planning, and financial powers upon a Redevelopment Entity, as that term is defined in the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey, 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”) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “Redevelopment Area”); and

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to undertake redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and Asbury Partners, LLC (the “Master Developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same has been amended and supplemented in accordance with its terms, the “Redeveloper Agreement”); and

WHEREAS, Toll Asbury Park Urban Renewal, LLC (the “Entity”), the Master Developer and the City entered into a Subsequent Developer Agreement, dated September 21, 2022, pursuant to the Redeveloper Agreement and Redevelopment Plan, and the Entity intends to redevelop vacant land into a 62 unit multifamily condominium development, consisting of two, three story building and three, four story building (the “Project”) located on Block 3103, Lot 1 on the tax maps of the City, which is within the Redevelopment Area, commonly known as 407 Lake Avenue (the “Project Site”) and in accordance with all Governmental Approvals (as defined herein); and

WHEREAS, the Entity has been qualified by the State of New Jersey 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 “LTTE Law”), and was created for the development, operation and maintenance of the Project; and

WHEREAS, in order to improve the feasibility of the construction, operation and maintenance of the Project, on February 22, 2023 the Entity made application to the City requesting a long term tax exemption and financial agreement with respect to the Project (the “Application”) pursuant to the LTTE Law, which Application is on file with the City Clerk; and

WHEREAS, the Entity has represented to the City that the Project would not be feasible in its intended scope but for the provision of financial assistance by the City; and

WHEREAS, after review of the Application, the City Manager recommended that the Application be approved on such terms as set forth in a proposed form of financial agreement (the “Financial Agreement”) substantially in the form attached hereto as Exhibit A and by this reference incorporated herein, as may be modified in consultation with counsel as set forth herein, and

WHEREAS, the City Council has reviewed the Application and the terms of the Financial Agreement, and wishes to approve the Application on such terms, subject to the designation of the Entity as a Subsequent Developer, as such term is defined in the Redevelopment Agreement, and the execution of an agreement with the Entity as a Subsequent Developer in accordance with the Redevelopment Agreement, which is expected to occur simultaneously herewith and

WHEREAS, the City hereby finds that the relevant benefits of the Project to the redevelopment of the Redevelopment Area outweigh the costs, if any, associated with the tax exemption, and in fact increase City revenues over current levels by granting the long-term tax exemption for the Project, which relevant benefits are further described in the Application and the Financial Agreement; and

WHEREAS, the City hereby determines that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance.

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

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

II. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED (a) The Mayor is hereby authorized and directed to execute the Financial Agreement, substantially in the form as it has been presented to the City Council, and attached hereto as Exhibit A, subject to additions, deletions, modifications, or revisions deemed necessary and appropriate in consultation with counsel. (b) The Clerk of the City is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section II (a) hereof, to attest to the

signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document. (c) The City Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the City. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the City Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County Counsel for informational purposes

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

IV. ACTION REGARDING FINANCIAL AGREEMENT The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Financial Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

V. AVAILABILITY OF THE ORDINANCE A copy of this Ordinance shall be available for public inspection at the offices of the City.

VI. EFFECTIVE DATE This Ordinance shall take effect according to 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. 2023-26 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

LISA ESPOSITO
CITY CLERK

Record and Return To:

Dawn Saloma
 Toll Brothers
 1140 Virginia Drive, Fort Washington, PA 19034

Re: TOLL BROS. ASBURY PARK
 URBAN RENEWAL PROJECT
 Asbury Park, New
 Jersey (Block 3103,
 Lot 1)

PREAMBLE

THIS FINANCIAL AGREEMENT, (hereinafter the "Agreement") is made on _____, 2023 by and between TOLL BROS. ASBURY PARK URBAN RENEWAL, LLC, a New Jersey limited liability company qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq. (the "Tax Exemption Law") having its principal office at 1140 Virginia Drive, Fort Washington, PA 19034, hereinafter designated as the "Entity", and the City of Asbury Park, a Municipal Corporation of the State of New Jersey, hereinafter designated as the "City" having its principal office at One Municipal Plaza, Asbury Park, New Jersey 07712. The Entity and the City are sometimes collectively referred to as the "Parties".

RECITALS

WITNESSETH

WHEREAS, the Entity wishes to have a tax exemption granted for an urban renewal project located at Block 3103, Lot 1 on the Official Tax Maps of the City of Asbury Park. The project consists of the development of a 62-unit residential project consisting of twenty-six (26) 3-story townhomes and thirty-six (36) 4-story townhomes having two (2) to four (4) bedrooms, together with related vertical improvements and related site improvements (hereinafter called the "Project"), and

WHEREAS, the City, does hereby grant its approval for the Entity to undertake and develop the Project upon the terms and conditions hereinafter set forth, and

WHEREAS, the Project will be developed in a redevelopment area of the City pursuant to the City's Waterfront Redevelopment Plan, as amended, which was adopted and amended pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL - PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq. (being sometimes herein referred to as the "Tax Exemption Law", the "Law" or the "Governing Law"). It being expressly understood and agreed that the City expressly relies upon the facts, data and representations contained in the Application attached hereto in granting the tax exemption provided in this Agreement

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, the following terms, when used in this Agreement, shall mean:

- i. Administrative Fee - The annual fee paid to the City by Condominium Unit Owners in the Project. The administrative fee shall be calculated at 2% of the Annual Service Charge levied on each Unit in the Project. The fee shall be payable and due on or before December 31st of each year for the duration of this Agreement. The annual fee shall be included in the City's invoices to the Condominium Unit Owners in the Project.
- ii. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).

iii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the City determines to be the prevailing rate on mortgage financing on comparable improvements in Monmouth County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City in lieu of conventional taxation on the Project, as set forth in Article IV of this Agreement. At inception, the Annual Service Charge (i.e. PILOT) is equivalent to the Unpledged Portion of the Special Assessment under the Special Assessment Agreement executed contemporaneously with this Agreement.

v. Annual Gross Revenue - With respect to each Unit in the Project, the amount equal to the annual aggregate constant payments to principal and interest, assuming a purchase money mortgage encumbering the Unit to have been in an original amount equal to the initial value of the Unit with its appurtenant interest in the common elements as stated in the master deed creating the Condominium Regime, if unsold by the Entity, or, if the Unit is held by a Unit purchaser from time to time the most recent true consideration paid for a deed to the Unit in a bona fide arms length sale transaction but not less than the initial assessed valuation of the unit assessed at 100% of true value, plus the total amount of common expenses charged to the Unit pursuant to the by-laws of the Condominium Association. The constant payments to principal and interest shall be calculated by assuming a loan amount as stated

above at the prevailing lawful interest rate for mortgage financing or comparable properties within the municipality as of the date of the recording of the Unit deed, for a term equal to the full term of the exemption from taxation stipulated in this Agreement. Gross Revenues and Net Profit shall not include any gain realized by the Entity on the sale of any Property or Unit in the Project pursuant to N.J.S.A. 40A:20-14(b).

vi. Applicant – The Entity which has been formed pursuant to the provisions of the Tax Exemption Law and has made the Application for a tax exemption under the Governing Law.

vii. Application - The document which contains the general statement of the nature of the proposed Project, the description of the proposed Project with a statement of the estimated cost of said Project and tentative financial plan and such other information as is required by N.J.S.A. 40A:20-8.

viii. Auditor's Report – An annual audited financial statement outlining the financial status with respect to the Project, which shall be prepared in a manner consistent with generally accepted accounting principles and shall detail all items required by the Governing Law. The report shall be prepared and its contents certified by a certified public accountant who is licensed to practice that profession in and by the State of New Jersey.

ix. Certificate of Occupancy – A temporary or permanent certificate of occupancy issued by the City authorizing occupancy of a building or a Unit pursuant to N.J.S.A. 52:27D-133.

x. Condominium Association - The entity responsible for the administration of a condominium which entity may be incorporated or unincorporated pursuant to the Condominium Act N.J.S.A. 46:8B-1 et seq.

xi. Condominium Regime - A form of ownership of real property under a master deed

filed pursuant to N.J.S.A. 46:8B-1 et seq. providing for ownership by one or more owners of Units of residential or commercial improvements together with an undivided interest in common elements as described in the master deed.

xii. Condominium Unit – An individual unit, together with an undivided interest in the common elements, as described in the master deed of the Condominium Regime. A Condominium Unit is also referred to in this Agreement as a Unit.

xiii. Condominium Unit Owner - The legal entity, person or persons owning a Unit in fee simple as evidenced by the recorded Unit deed.

xiv. County Share Constant – Shall mean 1.052631579.

xv. Default - The failure of any party bound by this Agreement to perform any obligation imposed on such party within applicable notice and cure periods provided in this Agreement.

xvi. Entity - The Parties agree that reference to the term "Entity" as used in this Agreement shall initially mean the Applicant and upon the transfer of title of the Project to a successor (other than transfer to a Condominium Unit Owner) shall mean such successor in interest to the Project, as applicable.

xvii. Force Majeure - shall mean any acts of God, fire, volcano, earthquake, hurricane, blizzard, infectious disease, epidemic, pandemic, technological disaster, catastrophe, large scale infestation of any type, tremors, flood, explosion, release of nuclear radiation, release of biotoxic or of biochemical agent(s), the elements, war, blockade, riots, mob violence or civil disturbance, any act(s) of terrorism or terroristic threat, a cyber-attack or unauthorized and/or illegal interference with computer communication systems that disables or substantially interferes with critical functions or access to data, an inability to procure goods or services or a general shortage of labor,

equipment, facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, governmentally imposed moratoriums, court orders, laws, rules, regulations or other orders of governmental or public agencies, bodies or authorities, but only to the extent that such events directly cause an inability to perform a material provision of this Agreement and only to the extent that such events are out of the reasonable control of the Party claiming relief.

xviii. Improvements - Any building, structure or fixture permanently affixed to the land on which the Project is located as described in the master deed.

xix. In Rem Tax Foreclosure - A summary proceeding by which the City may enforce the lien for taxes due and owing by a tax sale. Said foreclosure proceeding is governed by N.J.S.A. 54:5-1 et seq.

xx. Land – The raw, unimproved land comprising the Property (defined below) exclusive of any improvements which may hereinafter be constructed thereon.

xxi. Land Taxes - The amount of taxes assessed on the value of the Land pursuant to N.J.S.A. 54:4-1 et seq.

xxii. Law - The term "Law" or "Governing Law" shall refer to the Tax Exemption Law and all other relevant and applicable federal and state statutes, rules, regulations and municipal ordinances and resolutions consistent with and/or supplementing the requirements of the Law.

xxiii. Limited Dividend Entity - An urban renewal entity conforming to the terms of N.J.S.A. 40A:20-3(b).

xxiv. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the amount of the total real property taxes levied against the Land in the last full year in which the Land was subject to conventional taxation, as escalated by the increase in the Municipal

Purposes Tax Rate in each intervening year since the Land was last subject to conventional taxation.

xxv. Intentionally Omitted.

xxvi. Municipal Increase – In any given year shall mean the sum of one and the percentage increase in the Municipal Purposes Tax Rate from that of the prior year.

xxvii. Municipal Purposes Tax Rate - means the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

xxviii. Net Profit - The Gross Revenue of the Entity less all operating and non-operating expenses of the Entity and any condominium charges or fees paid by the Entity and not reimbursed by a Condominium Unit Owner, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c).

xxix. Project - The Property (defined below), housing units and related improvements thereon, which are the subject of and described in this Agreement and the Application and as defined in N.J.S.A. 40A:20-3(e). The Project shall contain 62 residential housing Units N.J.S.A. 46:8B-1 et seq.) as reflected in the master deed creating the Condominium Regime hereafter to be filed and recorded for the Project. The Project does not include the development of adjacent open space to be dedicated to the City or improvements located within the public rights-of-way.

xxx. Pronouns – He, she or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as proper meaning requires.

xxxi. Property – The real property located in the City of Asbury Park and identified on the official tax map of the City as Block 3103, Lot 1, including any Improvements constructed thereon as contemplated for the Project. The parties acknowledge that the Property

consists solely of the Land as of the effective date of this Agreement.

xxxii. Sales Price – If unsold shall mean

Unit	Designation	Sales Price	Number of Units
4- Story	Unit A Interior	\$ 869,995	12
	Unit A Exterior	\$ 924,995	6
	Unit B Interior	\$ 849,995	12
	Unit B Exterior	\$ 904,995	6
3 - Story	Unit C Interior	\$ 844,995	9
	Unit C Exterior	\$ 894,995	4
	Unit D Interior	\$ 774,995	9
	Unit D Exterior	\$ 824,995	4

The foregoing are the average base sales prices set forth in the Application but only to the transfer to a bona fide purchaser; upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value at the time of such transfer as determined by the City's tax assessor. The base sales process set forth in this Agreement are estimates and are not reflective of any options and any potential location premiums.

xxxiii. Statutes - The laws of the State of New Jersey including N.J.S.A. 40A:20-1 et seq.

xxxiv. Substantial Completion - The determination by the City that a Unit in the Project is ready for occupancy and as further defined in N.J.S. A. 54:4-63.1 et seq. Issuance of a Certificate of Occupancy shall be conclusive proof of Substantial Completion.

xxxv. Tax Ratio – the ratio set by the Monmouth County Board of Taxation from time to

time pursuant to N.J.S.A. 54:3-17 et seq., representing the relationship of the assessed value of real property within the City to the market value of real property within the City.

xxxvi. Termination – The expiration of this Agreement or the prior termination of this Agreement by the City, the Entity or a Condominium Unit Owner as set forth herein.

xxxvii. Total Project Cost – The parties hereto stipulate that the Total Project Cost of the Project as defined in the Governing Law, is anticipated to be approximately \$ 51,84,363.

Section 1.3 Exhibits Incorporated

All exhibits which are referred to in this Agreement and are attached hereto, are incorporated herein and made a part hereof.

Section 1.4 City Findings

Pursuant to the Law, the City finds that the tax exemption granted pursuant to this Agreement will benefit the City and its citizens and enhance the prospects of the City's Waterfront Redevelopment Area. The City further finds the benefits of granting a tax exemption for the Project far outweigh its costs, if any, and that absent such tax exemption the Project would not be undertaken. The Project is expected to assist in attracting residents to the City, result in new public infrastructure and creating employment opportunities within the City. The tax exemption will help to offset the extraordinary costs of developing and constructing the Project. The high costs associated with the development of the Project together with conventional real estate taxes would otherwise operate as a disincentive to the redevelopment of the Property, make the Project materially less competitive in the market place and frustrate the goals and objectives of the City's Waterfront Redevelopment Plan.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City by execution of this Agreement has granted and does hereby grant its approval for a tax exemption for the Project to be developed and to be maintained under the provisions

of the Law on the Property. Pursuant to the Governing Law, the Project shall be exempt from taxation during the Term of this Agreement, and the Land shall be exempt from Land Taxes during the Term of this Agreement once the Annual Service Charge has commenced.

Section 2.2 Approval of Entity

The City hereby approves the Entity undertaking the Project. The Entity by execution of this Agreement hereby understands and agrees that it is obligated to comply and conform with Governing Law and this Agreement in all respects with applicable Laws. A copy of the Entity's amended certificate of formation is attached hereto as Exhibit 3. A copy of the approval of the Department of Community Affairs is similarly attached hereto as part of Exhibit 3.

Section 2.3 Land Taxes

Without limiting the provisions of Section 2.1 above, no Land Taxes or other separate tax on the Land shall be levied, assessed or be subject to separate taxation during the Term of this Agreement, provided however, that the Entity shall make payment of Land Taxes during the construction of the Project, as set forth at Section 4.5, below.

Section 2.4 The Urban Renewal Entity

In accordance with N.J.S.A. 40A:20-3(g), the Entity which initially owns and constructs the Project and all of the Units shall be a Limited Dividend Entity subject to the profit limitations provided in the Governing Law. These profit limitations are specifically incorporated by reference in this Agreement, shall be applicable to this Agreement, and shall be appropriately considered and followed in the Auditor's Report required to be prepared and delivered under this Agreement.

In accordance with N.J.S.A. 40A:20-14(b), there is expressly excluded from the calculation of Annual Gross Revenue and from Net Profit as defined in the Governing Law and this Agreement any gain realized by the Entity on the sale of the Property or any Unit in the Project, whether or not taxable under federal or state law.

In accordance with N.J.S.A. 40A:20-15 (but subject to N.J.S.A. 40A:20-14(b)), whenever the Net Profit of the Entity for the period taken as one accounting period, commencing on the date on which the construction of the first Unit of the Project is completed and terminating at the end of the last full fiscal year of the Term shall exceed the Allowable Net Profit for the period, the Entity shall pay the excess net profits to the municipality as an additional service charge within 120 days of the close of that fiscal year.

Notwithstanding anything herein to the contrary, the Entity may maintain, during the Term of the Agreement, a reserve against vacancies, unpaid rentals and contingencies in an amount not to exceed 10% of the Annual Gross Revenues of such Entity for the last full fiscal year, and may retain such part of those excess net profits as is necessary to eliminate a deficiency in that reserve. Upon Termination of this Agreement, the amount of reserve, if any shall be paid to the City within 90 days of such Termination.

The Entity shall not make, declare or pay any profit, distribution or emolument of any kind to its principals, stockholders, members, partners, etc. in contravention of N.J.S.A. 40A:20-15. The Entity shall comply with the requirements of the Governing Law. All the organizational papers and documents regarding the formation/creation of the Entity have been forwarded to and approved by the State Department of Community Affairs. Any subsequent purchaser of any Unit in the Project shall not be required to be an urban renewal entity but shall be fully subject to this Agreement. Unless this Agreement has been terminated, deeds made by the Entity to purchasers of Units in the Project shall reflect the existence of this Agreement as an encumbrance on title to such Unit.

The Entity shall have the powers and authority reflected in N.J.S.A. 40A:20-6 and 7 and all of the rights provided in the Governing Law. The Entity will construct the Project in accordance with the permits and approvals for the Project.

Notwithstanding the foregoing, to the extent that the Tax Exemption Law shall be

amended and/or finally interpreted by a court of competent jurisdiction so that the provisions set forth in this Section 2.4 above no longer accurately reflect the provisions of the Tax Exemption Law, the Tax Exemption Law shall control unless the terms contained herein are ratified and validated in a similar fashion to N.J.S.A. 40A:20-22.

Section 2.5 Ownership, Management and Control

The Entity is or will become the designated redeveloper of the Property pursuant to that certain Subsequent Developer Agreement executed between the City, Master Developer and the Entity executed on September 21, 2022, and shall develop, operate, manage and sell the Units in the Project.

ARTICLE III - - DURATION OF AGREEMENT

Section 3.1 Term

Absent Termination of this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for thirty (30) years (the "Term") for each residential Unit, commencing on the date of Substantial Completion of each Unit, as set forth in Article IV below, after which time the tax exemption for each Unit shall expire and the land and the improvements comprising each Unit shall thereafter be assessed and taxed pursuant to N.J.S.A. 54:4-1 et seq. Notwithstanding the foregoing, the Term shall not extend for more than thirty-five (35) years from the date that this Agreement is executed by the Parties.

Section 3.2 Purpose and Benefits of Agreement

- A. Relative Benefits of the project when compared to the costs:
 - i The current real estate taxes on the Land, generate revenue of less than approximately \$ 122,721.18 per annum.
 - ii The Annual Service Charge will provide annual net revenue to the City of approximately \$ 380,492.
 - iii The Project will provide revenue to the City in an amount which is substantially

greater than the amount the City would have received if conventional taxation had remained in effect with respect to the Property.

- B. Assessment of the Importance of the Tax Exemption/Abatement in obtaining development of the Project and influencing the locational decisions of probable occupants:
- i Without the exemption, the Project is not financially viable;
 - ii The exemption permits better use of land and the construction of needed ratables; and
 - iii The exemption permits private development of housing in the City's Waterfront Redevelopment Area consistent with the City's Waterfront Redevelopment Plan.
- C. By the adoption of Ordinance No. _____ on _____, 2023 attached to this Agreement, the Mayor and City Council approved the above findings and those contained in Section 1.3, the Entity's Application and authorized the execution of this Agreement.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge — N.J.S.A. 40A:20-14

In consideration of the exemption from taxation for the Project, the Entity and each successor Condominium Unit Owner, as applicable, shall make payment to the City of an Annual Service Charge for municipal services supplied to the Project and to each Unit which shall be:

- a. In the period after Substantial Completion and prior to the closing of a Unit between the Entity and a third party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price for such Unit multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate divided by 100 multiplied by the County Share Constant.

b. In the first year following the initial transfer of a Unit between the Entity and the third party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate multiplied by the County Share Constant.

c. In each following year

(a) in which the City is reporting 100% of value to the Monmouth County Tax Board, the greater of (i) the Minimum Annual Service Charge or (ii) the value assigned to the Unit by the tax assessor multiplied by the Municipal Purposes Tax Rate divided by 100 (the "Municipal Share") multiplied by the Tax Ratio multiplied by the County Share Constant.

(b) in which the City is not reporting 100% of value to the Monmouth County Tax Board, the greater of: (i) the Minimum Annual Service Charge or (ii) the prior year Municipal Share multiplied by the Municipal Increase multiplied by the County Share Constant.

The Annual Service Charge shall be calculated from the First day of the month following the determination by the City of Substantial Completion of each Unit in the Project in the manner set forth herein.

During the Term, the city shall remit five (5%) percent of the Annual Service Charge received by it in the County of Monmouth upon the City's receipt of same.

The Administrative Fee further described a Section 8.2 hereof, shall constitute as an additional Annual Service Charge.

In the event that the exemption of Land Taxes provided in Sections 2.1 and 2.3 hereof, and authorized by N.J.S.A. 40A:20-12, is invalidated by a court of competent jurisdiction, the Parties agree that this Agreement shall remain valid and in full force and effect, and the calculation of the Annual Service Charge herein shall be reformed as follows:

In addition to the Annual Service Charge as calculated at Section 4.1(a), (b), (c) or (d) above, as applicable, the Annual Service Charge shall be increased by the Land Taxes due

multiplied by the County Share Constant. In the event that Land Taxes become due, the Entity has not waived the credit with respect to same set forth at N.J.S.A. 40A:20-12, and the City will apply the statutory credit to the Annual Service Charge due from the Entity or the Condominium Unit Owner, as applicable.

Section 4.2 Quarterly Installments

Payment of the Annual Service Charge shall be made in quarterly installments on those dates when ad valorem real estate tax payments within the City are due subject, nevertheless, to adjustment for over or underpayments within thirty (30) days after the close of each calendar year. In the event that the Entity or any Condominium Unit Owner fails to timely pay the Annual Service Charge, the amount unpaid shall accrue interest at the rate applicable for unpaid real property taxes.

Section 4.3 Pro Rata Basis of Annual Service Charge

The Annual Service Charge with respect to each Unit of the Project for the year in which it is Substantially Completed, shall be adjusted on a pro rata basis from its commencement to the close of such calendar year. For the year in which Termination of this Agreement occurs, the Annual Service Charge shall be similarly pro-rated.

Section 4.4 Annual Service Charge Following Termination

The Entity or any Condominium Unit Owner may terminate this Agreement prior to the expiration of the Term with respect to its Unit upon thirty (30) days written notice to the City. This Agreement may also be terminated by the City in accordance with Section 19.1 below. After Termination of this Agreement with respect to the Project or to any Unit, whichever is applicable, the Property or such Unit shall thereafter be assessed and taxed as conventional real property. Termination of this Agreement prior to the maturity of the RAB Bonds shall not terminate the Entity's obligation to pay the Special Assessment, as defined below, in accordance with the terms of the RAB Bonds.

Section 4.5 During Construction

During the period between commencement of construction of the Project and the Substantial Completion of the Project and/or Unit(s), the Entity shall make a payment of only Land Taxes.

Section 4.6 Special Provisions Regarding the RAB Law

As a consequence of certain separate agreements implemented by City Ordinances and resolutions, the City has agreed that the cost of installation of infrastructure and related expenses required for the development of the Project is being financed by the City's issuance of bonds pursuant to the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. (the "RAB Law"). Such improvements are also subject to a special assessment (the "Special Assessment"). Therefore, acting in accordance with N.J.S.A. 40A:12A-66, the City and the Entity have agreed that the Annual Service Charge imposed on the Units has been determined in a manner that, at the time of the initial transfer of title of a Unit from the Entity to a Unit purchaser: (i) yields to the City the amount of net revenue that the City would have received (net of taxes payable to the county and for board of education purposes) had conventional taxation remained applicable to such Units; and (ii) the Special Assessment (including the Annual Service Charge) due on each Unit will not exceed the amount of conventional taxes that would have been due on each Unit had conventional taxation remained applicable to such Unit. Accordingly, the terms of N.J.S.A. 40A:20-12(b)(2) requiring a specified minimum and maximum Annual Service Charge and staged increases in the Annual Service Charge shall not apply during the term of this Agreement. This Agreement is conditioned upon issuance of the RAB Bonds by the City, after the City obtains all prerequisite governmental approvals required for such issuance, and upon the RAB Bonds remaining outstanding during the Term of this Agreement. The City shall take no action to redeem the RAB Bonds prior to the Term of this Agreement.

Section 4.7 Leases

Any lease between the Entity and a tenant shall not require the City's consent or approval, may require that a tenant pay all or part of the applicable Annual Service Charge or Minimum Annual Service Charge provided that no requirement will relieve the Entity of such obligations under this Agreement unless agreed to by the City.

ARTICLE V - DISPUTE RESOLUTION

Section 5.1 Arbitration

In the event of a breach of the within Agreement, other than a payment default, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party shall submit the dispute to arbitration, which shall utilize the New Jersey law and the arbitration rules of the American Arbitration Association to be resolved in accordance with such law, rules and regulations in such a fashion as to accomplish the purposes of the Governing Law and this Agreement. The cost of the arbitration shall be borne equally by the Parties. The Parties shall determine whether one arbitrator or a panel of three arbitrators will determine the dispute. An arbitrator shall be mutually acceptable to the Parties and shall have the following qualifications: (i) an attorney at law or other professional of the State of New Jersey, with no less than fifteen years' experience, and whose expertise is in redevelopment projects utilizing the Governing Law; or (ii) any other qualifications mutually acceptable to the Parties. In the event that the Parties cannot agree on the selection of the arbitrator(s), then the dispute shall be arbitrated by a panel of three arbitrators, with each party selecting each arbitrator, and those two arbitrators selecting the third.

The arbitrator(s) shall make written findings of fact and conclusions with respect to compliance with the Governing Law. Any arbitration award may be appealed by either party to the New Jersey Superior Court, Law Division, with respect to asserted errors of fact or law, and the outcome of such appeal may be further appealed in the New Jersey courts, and shall not be limited in any way due to the origin of the action in arbitration.

In the event of a default in payment of the Annual Service Charge as defined in Article IV, above, the City, among its other remedies, reserves the right to proceed against the Entity's Property, in the manner provided by N.J.S.A. 54:5-1 et seq., irrespective of any Arbitration proceeding and any act supplementary or amendatory thereof. Whenever the word taxes appears or is applied directly or impliedly to mean taxes or municipal liens on land such statutory term shall be read, as far as pertinent to this Agreement, as if the Annual Service Charge constitutes taxes or municipal liens on land. In such event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above- referenced manner.

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to Substantially Complete the Project and to obtain the Certificate(s) of Occupancy for each Unit within the Project at the time when each Unit is eligible for the issuance of a Certificate of Occupancy. The City shall cooperate to ensure that any offsite infrastructure or other improvements which is the responsibility of the City and/or the Master Developer are approved and completed in a timely manner to ensure the uninterrupted development and issuance of certificates of occupancy for the Units within the Project by the Entity.

Section 6.2 Substantial Completion

The Annual Service Charge is to commence on the first day of the month following the Substantial Completion of any Unit in the Project. The Annual Service Charge shall become payable upon the Substantial Completion of a Unit in the Project regardless of whether the Unit is sold, occupied or tenanted. Only Land Taxes shall be payable prior to Substantial Completion, in accordance with Section 4.5.

Section 6.3 Filing of Certificate of Occupancy

It shall be the responsibility of the City to forthwith file with and or submit to the Tax

Assessor of the City a copy of each Certificate(s) of Occupancy issued for a Condominium Unit in the Project.

Failure of the City to file or submit such issued Certificate(s) of Occupancy, as required by the preceding paragraph, shall not restrict the City's Tax Assessor from taking appropriate action.

The estimated cost data disclosed by the Application submitted by the Entity with this Financial Agreement may at the option of the City's Building Department be used as the basis for construction cost determinations applicable to the issuance of building permits(s) for the Project.

ARTICLE VII - ANNUAL AUDITS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls required for proper record control under the Agreement. The requirements for submission of periodic reports by the Entity including, without limitation, any Auditor's Reports except for a final accounting required by the Law, shall cease when the Entity no longer has an interest in the Project and has sold all Units as evidenced by recorded deeds or except as required by the Governing Law, following Termination of this Agreement.

Section 7.2 Periodic Reports

Within ninety (90) days after the close of each fiscal or calendar year, depending on Entity's accounting basis for the duration of this Agreement, (taking into account Section 7.1), the Entity shall submit an auditor's report certified by a certified public accountant for the preceding fiscal or calendar year to the City's Chief Financial Officer and the City Clerk, and the Director of the New Jersey Division of Local Government Services. The auditor's report shall conform to all applicable standards of the Tax Exemption Law and shall include the following data:

Annual Gross Revenue data, Net Profits, excess profits, sales date, sales price of each Unit, principal amount and the interest rate of any mortgage(s) associated with the purchase of each Unit, to the extent known, a listing of those Units identified as investor owned Units and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, including gross revenues, allowable profits, mortgage agreements and financial agreements pursuant to the Governing Law and this Agreement.

Failure by the Entity to submit the reports required by this Article VII shall subject the Entity to a fine, payable to the City, commencing on the 91st day after such report is due, in the amount of \$100.00 per day for each day after the 90th day that such report is not filed.

Section 7.3 Project Sales or Leases

When the Project or Unit is sold, all relevant data regarding such sale, including date, consideration, all recorded closing documents (such as deed and affidavit of consideration), shall be submitted to the City Clerk & Tax Assessor.

Section 7.4 Inspection

The Entity shall permit upon proper request an inspection of property, equipment, buildings and other facilities of the Project as well as an examination and audit of the books, contracts, records, documents and papers by representatives duly authorized by the City or the New Jersey Division of Local Government Services in the Department of Community Affairs. Such examination or audit shall be made following reasonable advance notice during business hours, and shall be conducted in the presence of any officer or agent of the Entity to which the examination or audit relates.

ARTICLE VIII - APPLICATION AND ADMINISTRATIVE

FEE

Section 8.1 Application Fee

The Entity has paid to the City \$ 7845.00 representing two percent (2%) of the

estimated first year's Annual Service Charge, as a fee for processing the Application.

Section 8.2 Administrative Fee

(a) Defined. The Entity acknowledges and agrees that, in addition to the payment of the Annual Service Charge, an annual administrative fee to the City shall be payable. The annual Administrative Fee shall be 2% of the Annual Service Charge in each year. For purposes of enforcement of collections, such payments shall be considered to be an additional part of the Annual Service Charge and shall be included in billing statements provided by the City to Unit Owners. The Administrative Fee shall be payable and due on or before December 31st of each year with interest accruing for late payments in accordance with the standards applicable to the Annual Service Charge.

(b) Submission of Deeds. The Entity shall submit filed copies of all deeds certified to be true copies within thirty (30) days of a closing to the City Tax Assessor.

ARTICLE IX - INTENTIONALLY OMITTED

ARTICLE X - ASSIGNMENT AND/OR ASSUMPTION

Section 10.1 Assignment

The Entity may assign its rights under this Agreement with the prior written consent of the City, which consent will be granted provided (a) the new entity is an urban renewal entity formed pursuant to the Governing Law, (b) at the time of such assignment, the new entity is or has agreed to become the fee owner of the Project and has agreed in writing to undertake any remaining construction and completion of the Project; (c) the new entity does not own any other Project subject to a long term tax exemption at the time of transfer; (d) the assignor Entity is not then in default of this Agreement; (e) the assignor Entity's obligations under this Agreement are fully assumed by the new entity; (f) the new entity shall have demonstrated to the City's reasonable satisfaction its financial capability and experience; and (g) the assignor Entity shall pay the City a transfer fee equal to two percent (2%) of the then current Annual Service Charge

as required by N.J.S.A. 40A:20-10(d). Upon the transfer of this Agreement to an assignee, the Entity shall be discharged from any further obligation with respect to the Project. Voluntary transfers of more than ten (10%) percent of the ownership of the Project or any portion thereof shall be subject to N.J.S.A. 40A:20-5e. Nothing contained in this Agreement shall prohibit transfers of interests in the Entity itself provided that notice of the transfer, if greater than ten (10%) percent, shall be provided to the City in accordance with N.J.S.A. 40A:20-5e

Section 10.2 Deeds Recital

While this Agreement remains in effect, deeds for Units in the Project shall include a recital that (a) the grantee is subject to the terms and conditions of this Agreement, and (b) that this Agreement runs with the land for the duration of this Agreement and that by accepting this deed, the grantee acknowledges it has received from the Entity a true copy of the aforementioned Agreement, the originals of which may be examined by the grantee in the Office of the City Clerk during regular working days and hours.

Section 10.3 Operation of Project

Following the filing of the master deed creating the condominium, the Project shall be operated in accordance with the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et. seq. as now or hereafter amended and/or supplemented. The Entity hereby agrees at all times prior to the expiration or termination this Agreement to remain bound by the provisions of this Agreement and those of N.J.S.A. 40A:20-1 et. seq., as currently amended and supplemented with respect to Units in the Project which are owned and not sold by either Entity. Upon the sale of any Unit, the successor in title shall be similarly bound and the Entity shall be relieved and discharged from any obligation or liability with respect to such Unit.

ARTICLE XI - INTENTIONALLY

OMITTED ARTICLE XII - RECORDING

Section 12.1 Recordation of Agreement

The City shall record at the Entity's expense a fully signed original of this Agreement with the office of the Monmouth County Clerk prior to the first conveyance of a Condominium Unit by either Entity.

ARTICLE XIII - WAIVER

Section 13.1 Waiver

Nothing contained in this Agreement shall constitute a waiver or relinquishment by either Entity or the City of any rights and remedies, including without limitation, the City's right to terminate this Agreement and the tax exemption granted hereunder for an uncured breach of any of the terms provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the City or either Entity has under law, in equity, or under any provisions of this Agreement.

ARTICLE XIV - NOTICES

Section 14.1 Sent by City

Any notice required hereunder to be sent by either party to the other shall be sent by a nationally recognized overnight courier service or by certified or registered mail, return receipt requested, addressed as follows:

When sent by the City to the Entity notices shall be addressed to TOLL BROS. ASBURY PARK URBAN RENEWAL, LLC, 1140 Virginia Drive, Fort Washington, PA 19034, Attention, Kevin Golden, Assistant Vice President, unless, prior to the giving of notice, the Entity shall have notified the City otherwise in writing.

Upon the transfer of title to any Unit in the Project, notice shall be sent to the new owner at the Project or to the address listed for the Condominium Unit Owner on the last tax duplicate of the City unless written notice of a different address for the Condominium Unit Owner was provided to the Tax Assessor and Tax Collector of the City.

Section 14.2 Sent by Entity

When sent by the Entity or Condominium Unit Owner to the City, notice shall be addressed to the City Clerk, Mayor and City Manager at City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, unless, prior to the giving of notice, the City shall have notified the Entity or Condominium Unit Owner otherwise in writing. The notice to the City shall identify the subject and property to which it relates.

ARTICLE XV - INTENTIONALLY OMITTED

ARTICLE XVI -

CONSTRUCTION/ENFORCEMENT

Section 16.1 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

ARTICLE XVII - WASTE AND REFUSE DISPOSAL

Section 17.1 Responsibility of Entity

Unless the City otherwise agrees, collection and disposition of all solid waste, refuse and recyclables emanating from the Project shall be the exclusive responsibility of the Entity prior to the filing of the master deed creating the condominium, and thereafter by the Condominium Association. The Entity or other responsible party shall engage a licensed collector, hauler or scavenger at the Entity's (or other responsible party's) cost and expense to collect and dispose such waste and recyclables.

ARTICLE XVIII - INDEMNIFICATION

Section 18.1 Defined

It is understood and agreed that, in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default or a violation of any of the provisions of the within Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., by the Entity, the Entity shall indemnify and hold the City harmless, and the Entity agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a

party thereto to which intervention of the Entity hereby consents. The expense of such intervention thereof shall be borne by the City.

ARTICLE XIX - DEFAULT

Section 19.1 Default

“Default” shall be the failure of the Entity or a Condominium Unit Owner to perform its obligations under this Agreement after notice and within applicable cure periods provided in this Agreement.

Section 19.2 Cure Upon Default

Should the Entity or any Condominium Unit Owner be in default in the payment or performance of its obligations under this Agreement, the City shall notify such defaulting party of said default. Said notice shall set forth with particularity the basis of the alleged default. The defaulting party shall have 90 days to cure any default, except for a payment default, which the defaulting party shall have 10 days to cure. If any non-payment default cannot be cured within the cure period then, provided that diligent cure efforts are being prosecuted, the period for cure shall be extended for an additional 90 days after which this Agreement may be terminated in accordance with the Governing Law.

Section 19.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the real property which is the subject of the default pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 et seq. All of the remedies provided in this Agreement to the City and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. Further the bringing of any action for any unpaid charges due to the City under this Agreement, the Annual Service Charge, or for breach of any covenant or the resort to any other remedy herein provided for shall not be construed as a waiver of the right of the City to terminate the tax exemption as to the real property which is the subject of the Default.

Section 19.4 Force Majeure

The Parties acknowledge and agree that the performance or non-performance by both or either of the Parties of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is the result of a Force Majeure Event, provided however, that the Force Majeure Event was not the result of or did not arise out of any unlawful action or non-action of the party relying on such Force Majeure Event as justification for the performance, failure of performance, or delay in performance of the subject obligation, requirement, commitment or other responsibility. In the event of a Force Majeure Event, either party hereto may obtain an extension of time to perform any obligations arising under this Agreement by notifying the other party in writing pursuant to the provisions of Article XIV of the Force Majeure Event no later than thirty (30) days after the first occurrence of the Force Majeure Event, and such extension of time shall commence upon the first occurrence of the applicable Force Majeure Event; provided, however, that if either party fails to give such notice within such thirty (30) day period, and the event or occurrence that is the basis for the Force Majeure Event continues for more than thirty (30) days, such delay shall still be a Force Majeure Event that excuses the impacted party's performance if the impacted party gives notice thereof, but the period of time during which such performance is excused shall commence on the date when the notice is received by the non-impacted party. Any such extension of time shall only be for so long as the Force Majeure Event reasonably requires.

ARTICLE XX - TERMINATION

Section 20.1 Termination Upon Default of the Entity or Condominium Unit Owner

In the event the Entity or Condominium Unit Owner fails to cure or remedy such default or breach within the time period provided in Section 19.2, the City may terminate this Agreement as to the Condominium Unit(s) affected by the Default upon 30 days written notice to the Entity or Condominium Unit Owner then in Default. For purposes of the Entity rendering a final

financial accounting, the termination of this Agreement shall be deemed to be the end of the fiscal year for the Entity or Condominium Unit Owner. The Entity then in Default shall within 90 days after the date of such termination, pay to the City a sum equal to the amount of the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-13 and N.J.S.A. 40A:20-15 as well as the excess profit, if any, payable under this Agreement. The termination date of this Agreement shall be deemed to be the end of such Entity's fiscal year.

Upon such termination of the exemption for the Project or any Unit, all affected properties and all improvements made thereto shall be assessed from the date of termination under conventional real property taxation principles.

ARTICLE XXI - MISCELLANEOUS

Section 21.1 Conflict

The parties agree that in the event of a conflict between the Application, and this Agreement, this Agreement shall govern and control. The Governing Law shall supersede any conflict between its terms and this Agreement provided that the Governing Law shall be interpreted and applied in a manner consistent with the terms of the RAB Law, N.J.S.A. 40A:12A-64 et seq.

Section 21.2 Oral Representations

There have been no oral representations made by any of the parties hereto which are not contained in this Agreement. This Agreement, the City's Ordinance approving this Agreement, the Application, that certain Subsequent Developer Agreement by and between the Parties to be executed and delivered contemporaneously with this Agreement and that certain Special Assessment Agreement by and between the Parties to be executed and delivered contemporaneously with this Agreement, constitute the entire Agreement between the Parties, and there shall be no modifications hereto other than by a written instrument executed and delivered by the Parties.

Section 21.3 City's Ordinance

The City's Ordinance approving this Agreement is incorporated in this Agreement and a made part hereof.

Section 21.4 Good Faith

The covenants of good faith, fair dealing and implied necessity are deemed incorporated into and made a part of this Agreement.

Section 21.5 Grammatical Usage

The bracketing, of the letter "s" at the end of a word such as Unit(s) shall mean the singular or plural as proper meaning requires and all related verbs and pronouns shall be made to correspond.

Section 21.6 Tentative Financial Plan

A financial plan and detailed representations and covenants by the Entity conforming to N.J.S.A. 40A:20-9 for the undertaking of the Project is included in the Application. The Entity represent that they will diligently attempt to construct the Project in accordance with the information contained in the Application and the terms of the Subsequent Developer Agreement.

Section 21.7 Condominium Sales

Notwithstanding any contrary term or provision of this Agreement, the City expressly agrees and consents to the sale of the Project to purchasers of Units in the Condominium to be formed upon the filing of the master deed and to their successors and assigns and that upon the transfer of title to a Unit by either Entity to the purchaser of such Unit (which shall be deemed to have occurred upon such Unit's sale) the Entity's obligations under this Agreement with respect to such Unit shall cease, the tax exemption granted hereby and all obligations related thereto shall continue and inure to and bind each purchaser of a Unit and his successors and assigns notwithstanding that such persons are not urban renewal entities pursuant to the

Governing Law. The proceeds of the sale of Units in the Project shall not be included in the Annual Gross Revenue or Net Profits of the Entity.

Section 21.8 Payment of Other Fees for Municipal

Services

To the extent that the City collects fees from property owners for the provision of certain services provided by the City or its agents, the Entity agrees to make payments for such municipal services, including without limitation water and sewer charges and any services that create a lien on parity with or superior to the lien for the land taxes and Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments.

Section 21.9 Severability

If any term, covenant or condition of this Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

If any portion of this Agreement shall be judicially declared to be invalid and unenforceable and provided that a default has not been declared pursuant to this Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore the Agreement to the manner and economic effect contemplated by the Parties, including, but not limited to the authorization and amendment of this Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

Section 21.10 Certification

The City shall certify to the City Tax Assessor, pursuant to the Governing Law, that this Agreement entered into by the City and the Entity has been lawfully entered into and is in effect

pursuant to the Governing Law. The delivery by the City to the City Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon the delivery of the certification as required hereunder, the City Tax Assessor shall implement the tax exemption and continue to enforce the tax exemption without further certification by the City until the Termination Date. Further, upon the adoption of this Agreement, the Ordinance shall be transmitted to the Director of the New Jersey Division of Local Government Services in the Department of Community Affairs by the City.

Section 21.11 Estoppel Certificate

Within thirty (30) days following written request therefor by the Entity, or any mortgagee, purchaser, tenant or other party having an interest in the Project, the City shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect, (ii) to the best of the City's knowledge, no default has occurred under this Agreement (nor any event which, with the passage of time and the giving of notice would result in the occurrence of a default) or stating the nature of any default; and (iii) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a default, it shall be identified with reasonable detail and also state the manner in which such default may be cured.

Section 21.12 Exhibits

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Exhibit 1 - The Application.
2. Exhibit 2 - Ordinance authorizing the execution of this Agreement.
3. Exhibit 3 - Certificates of the Entity approved by Department of Community Affairs.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

TOLL BROS. ASBURY PARK URBAN
RENEWAL, LLC

Name:
An Authorized Officer

THE CITY OF ASBURY PARK

John Moor, Mayor

[SEAL]

ATTEST:

Lisa Esposito, RMC, City Clerk

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 20____, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

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

Notary Public

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 20____, _____ personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as authorized officer of Toll Bros. Asbury Park Urban Renewal, LLC; and
- (c) executed the instrument as the act of Toll Bros. Asbury Park Urban Renewal, LLC as authorized by appropriate resolution of said limited liability company.

Notary Public

EXHIBIT 1
The Application

APPLICATION FOR LONG TERM TAX EXEMPTION
(COMMERCIAL/RESIDENTIAL/CONDOMINIUM PROJECT)

OFFICE OF THE
CITY MANAGER
MUNICIPAL BUILDING
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07102

**Toll Asbury Park Urban Renewal,
LLC**

Name of Applicant

**1140 Virginia Drive
Fort Washington, PA 19034**

Address of Applicant

**Block 3103, Lot 1
407 Lake Avenue
Asbury Park, NJ**

Address of Project Site

THE UNDERSIGNED, ON BEHALF OF AND WITH THE POWER AND INTENT TO BIND THE APPLICANT, HEREBY CERTIFIES TO THE CITY AS FOLLOWS, AND HEREBY ACKNOWLEDGES THAT THE STATEMENTS CONTAINED HEREIN ARE MADE IN INDUCEMENT OF A TAX ABATEMENT PURSUANT TO THE LONG TERM TAX EXEMPTION LAW:

Note that the Applicant, Asbury Partners, LLC, and the City of Asbury Park have entered into a Subsequent Developer Agreement dated September 21, 2022 (the "SDA"), a copy of which is attached as Exhibit 1. The SDA contemplates that the Applicant will make this application in support of the requirement that the Applicant and the City enter into a Financial Agreement and Special Assessment Agreement for purposes of the issuance of Redevelopment Area Bonds pursuant to Ordinance No. 2018-20. The Project that is the subject of this application is located within the Asbury Park Waterfront Redevelopment Area and is subject to the Asbury Park Waterfront Redevelopment Plan (Plan IV).

SECTION A: APPLICANT INFORMATION

1. Name of Applicant:

Toll Asbury Park Urban Renewal, LLC

2. Address of Applicant:

*1140 Virginia Drive
Fort Washington, PA 19034*

SECTION B: PROPERTY INFORMATION

3. Identification of Property:

- a. State the street address of the proposed project site (the "Project Site"), according to the currently effective tax map of the City (the "Official Map"):

407 Lake Avenue

- b. State the block(s) and lot number(s) corresponding to the Project Site on the Official Map:

Block 3103, Lot 1

- c. Identify the designated Redevelopment Area in which the Project Site is located:

Asbury Park Waterfront Redevelopment Area

- d. Provide a metes and bounds description of the Project Site:

See Exhibit F attached to the SDA, attached hereto as Exhibit 1.

- d. Attach a sealed copy of a survey of the Project Site OR provide a plotting thereof drawn from the Official Map.

See Exhibit A-6 attached to the SDA, attached hereto as Exhibit 1.

4. Current Assessment and Tax Status of the Project Site:

a. Current Assessment

<u>BLOCK</u>	<u>LOT</u>	<u>LAND</u>	<u>IMPROVEMENTS</u>	<u>TOTAL</u>
3103	1	\$7,762,400	\$119,500	\$7,881,900

b. Current Tax Status

<u>BLOCK</u>	<u>LOT</u>	<u>REAL PROPERTY BALANCE</u>	<u>WATER/SEWER</u>	<u>TOTAL</u>
3103	1	current	current	current

c. Merger

If the Project Site is comprised of more than one lot on the Official Map, the Applicant hereby represents to the Mayor and Council that the Applicant will simultaneously herewith apply to the Tax Assessor or Planning Board upon site plan approval in writing for a merger of the lots into one or more lots, as proper land assessment requires. Applicant's failure to make such petition shall permit the assessor to make a merger of lots in a manner deemed appropriate to him or her and the Applicant shall be bound thereby and to the merger's effective date and the valuation of the land.

Not applicable.

SECTION C. MUNICIPAL ASSISTANCE REQUESTED

5. What type of Tax Abatement is the Applicant requesting? (Note: if the proposed project incorporates more than one type of use, identify the type of Tax Abatement requested for each use.)

a. ____ Long Term Commercial.

Industrial Project with an annual service charge equal to fixed percent of annual gross revenue (*N.J.S.A. 40A:20-12*).

b. ____ Long Term Commercial.

Industrial Project with an annual service charge equal to 2% of total project cost (*N.J.S.A. 40A:20-12*). (Owner Occupied only).

c. ____ Long Term Residential Project.

Annual service charge based on the formula established pursuant to *N.J.S.A. 40A:20-12(b)(1)*.

d. X Long Term Residential Condominium. – *However, see note above relative to the project being the subject of certain RAB financing as contemplated by the SDA and the form of Financial Agreement attached as Exhibit 2 and Special Assessment Agreement attached as Exhibit 3.*

Annual service charge based on the formula established pursuant to *N.J.S.A. 40A:20-12(b)(1)*.

6. The requested duration of Tax Abatement is 30 years.

SECTION D: PROJECT INFORMATION

7. Please describe the purpose of the project. Include a detailed description of the improvements to be made to the Project Site.

See Exhibit A to SDA, attached as Exhibit 1.

8. Please provide a detailed break down of the total estimated project cost OR the total estimated Annual Gross Revenue pursuant to *N.J.S.A. 40A:20-3(h)*. Attach substantiation of the assumptions utilized therein as may be necessary.

a. If providing a break down of total estimated project cost, please attach a signed and sealed architect's certification as to the construction costs. Please also see *N.J.S.A. 40A:20-8* and comply therewith.

See attached Exhibit 4.

b. If providing a break down of Annual Gross Revenue, please attach a tentative financial plan for the Project, including but not limited to the following information, as appropriate: a schedule of rents; estimated expenditures for operation and maintenance; payments for interest, amortization of debt and reserves; payments to the City to be made pursuant to a financial agreement to be entered into with the City; and anticipated rate of return (to demonstrate satisfaction of constitutional but-for test).

See Exhibit B to proposed form of Special Assessment Agreement, attached as Exhibit 3.

9. Describe the method of financing the project, including but not limited to a recapitulation of relevant financing terms (to the extent known), and the identification of funding sources.

The Applicant contemplates that capital investment will be comprised of company equity supplied by its affiliate, Toll Brothers., Inc. No public or private financing is contemplated for the proposed development.

10. Provide the currently estimated project schedule, including the anticipated project completion date.

See Exhibit B to SDA, attached as Exhibit 1.

11. Disclosure Statement:

- a. Name of Corporation, Partnership or Entity:

Toll Asbury Park Urban Renewal, LLC

- b. Principal place of business:

*1140 Virginia Drive
Fort Washington, PA 19034*

- c. Name of statutory agent and address, but if applicant is not a corporation the one with related address upon whom legal process may be served is:

*United Agent Group, Inc.
12 Christopher Way #200
Eatontown, NJ 07724*

- d. Incorporated in the State of
- New Jersey*
- .

The following represents the name and addresses of all stock holders or partners owing a 10% or greater interest in the above corporation or partnership. If one or more of the above named s itself a corporation, partnership, or entity, I have annexed hereto the names and addresses of anyone owing a 10% or greater interest therein.

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Percent Owned</u>
-------------------------	----------------	----------------------

See attached Exhibit 5.

- e. Name of Directors

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Title</u>
-------------------------	----------------	--------------

12. Please list all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any agreement concerning tax exemption that is currently in force and effect with the City of Asbury Park.

Name Name of Urban Renewal Entity

N/a

13. Please list all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any other contract or agreement that is currently in force and effect with the City of Asbury Park.

Name Type of Contract or Agreement

N/a

14. Describe the number and manner of temporary jobs (including skill level and any certifications or memberships needed) to be created by the Project during the construction period. Please also describe the number and manner of permanent jobs (including skill level and any certifications or memberships needed) to be created by the Project within one year after completion.

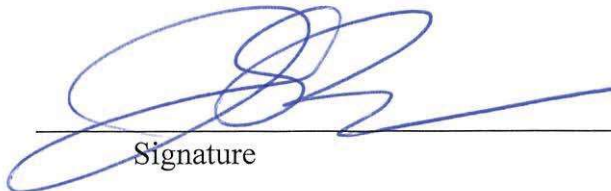
See SDA, attached as Exhibit 1.

15. Please provide any further information that you wish the City to consider, for example, public benefits that will accrue to the City, its residents or the surrounding community from construction of the Project. For illustrative purposes only, will the undertaking of the Project include the remediation of any environmental hazards? Will the Project serve to enhance, preserve or reuse any property or building of historic interest? Will the Project provide expanded or rehabilitated open space or recreational facilities?

See SDA, attached as Exhibit 1.

16. The proposed Project complies with the *Asbury Park Waterfront Redevelopment Plan (Plan IV)* as adopted and on file with the City Planning Board.
17. The undertaking conforms to all applicable municipal ordinances; its completion will meet an existing need, and the Project accords with the Master Plan of the City as it currently exists or as it will be amended.
18. The construction of the Project has not commenced nor will it commence prior to the final approval and execution of a Financial Agreement between the City and the Applicant.
19. No office or employee of the City has any direct or indirect personal or financial interest in the Project which is the subject of this application.
20. Please state any exception(s) to the statements made (#1 to #19 above).

21. I certify that all the foregoing statements made by me are true. I am aware that if of the foregoing statements made by me are willfully false, I am subject to punishment.


Signature

JOHN E. PECK, AUTHORIZED
Print Name and Title *REPRESENTATIVE*

2/22/23
Date

Applicant(s) shall submit ten (10) copies executed in the original. Where the Applicant is other than an individual person the signature on the application shall be certified as to its authenticity and authority by the submission of a notarized corporate resolution bearing the seal of the corporation and the signature of the secretary of the corporation or similar bona fide evidence.

Docs #6015528-v2

Project Cost Estimate

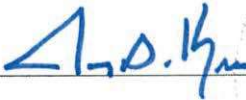
A.	Cost of Land and improvements	\$ 16,335,090
B.	Architects, engineers, surveying and attorney's fee (paid or payable) in connection with the planning, construction and financing of the Project	\$ 1,275,529
C.	Projected construction cost per architect's estimate, \$21,803,876; projected site improvements costs per engineer's estimate, \$4,518,497	\$ 26,331,441
D.	Insurance, Interest, and Finance Costs during Construction	\$ 2,404,494
E.	Cost of Obtaining Initial Permanent Financing	\$ -
F.	Marketing and other expenses payable in connection with initial sale of market-rate units	\$ 2,155,491
G.	Real Estate Taxes and Assessments during Construction Period	\$ 546,230
H.	Developer's Overhead based on a percentage of (c) above, to be computed in accordance with percentage given in law N.J.S.A. 40A:20-3(h)	\$ 2,136,088
	Total Project Cost	\$ 51,184,363

EXHIBIT I

TOLL ASBURY PARK LLC

Certification of Estimated Site Improvement Costs

On this 10th day of November, 2021, the undersigned being an engineer licensed in the State of New Jersey and being the civil engineer for the Project does hereby certify to the best of my knowledge and based upon estimates provided by Toll Asbury Park LLC, that Item C of Exhibit 13 accurately reflects the estimated site improvement costs of the Project.

By:  

Name: Jay S. Kruse, PE
New Jersey Professional Engineer
License No.: 24GE04135600

Unit Cost Estimate

Unit Type	Average Sq. Ft.	Average Cost	Units	Total Estimated Construction Cost
Unit A - 4 Story Interior	2,014	\$ 370,579	12	\$ 4,446,948
Unit A - 4 Story Exterior	2,014	\$ 381,079	6	\$ 2,286,474
Unit B - 4 Story Interior	2,286	\$ 375,555	12	\$ 4,506,660
Unit B - 4 Story Exterior	2,286	\$ 386,055	6	\$ 2,316,330
Unit C - 3 Story Interior	1,750	\$ 304,855	9	\$ 2,743,695
Unit C - 3 Story Exterior	1,750	\$ 320,605	4	\$ 1,282,420
Unit D - 3 Story Interior	2,220	\$ 319,873	9	\$ 2,878,857
Unit D - 3 Story Exterior	2,220	\$ 335,623	4	\$ 1,342,492
Total Estimated Construction Costs				\$ 21,803,876

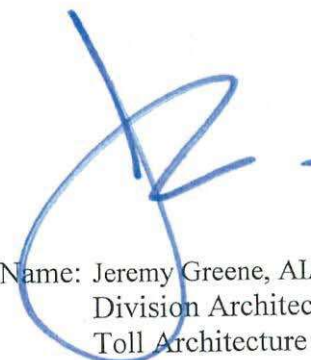
EXHIBIT H

TOLL ASBURY PARK LLC

Certification of Estimated Building Construction Costs

On this 10th day of November, 2021, the undersigned being an architect licensed in the State of New Jersey and being the consulting architect for the Project. does hereby certify to the best of my knowledge and based upon estimates provided by Toll Asbury Park LLC, that Item C of Exhibit 13 accurately reflects the estimated building construction costs of the Project.

By:



Name: Jeremy Greene, AIA, LEED AP BD+C
Division Architect
Toll Architecture
NJ License: #21AI01660200

Disclosure of Ownership

<u>Name</u>	<u>Address</u>
Toll NJ I, L.L.C. (Sole member of Toll Asbury Park LLC)	1140 Virginia Drive, Fort Washington, PA 19034
Toll Northeast LP Company, Inc. (Sole member of Toll NJ I, L.L.C.)	1140 Virginia Drive, Fort Washington, PA 19034
Toll Holdings, Inc. (Sole stockholder of Toll Northeast LP Company, Inc.)	1140 Virginia Drive, Fort Washington, PA 19034
Toll Brothers, Inc. (publicly-traded on NYSE; Sole stockholder of Toll Holdings, Inc.)	1140 Virginia Drive, Fort Washington, PA 19034

EXHIBIT 2
Ordinance

EXHIBIT 3
Certificates of the Entity

FILED

DEC 7 2021

STATE TREASURER

**AMENDED AND RESTATED
CERTIFICATE OF FORMATION OF
TOLL ASBURY PARK LLC**

0450720652

THE UNDERSIGNED, of the age of eighteen (18) years or over, for the purpose of amending the Certificate of Formation of Toll Asbury Park LLC, filed with the State of New Jersey Department of the Treasury on October 27, 2021 (#0450720652) pursuant to the provisions of the Revised New Jersey Limited Liability Company Act, Title 42:2C-1, et. seq., of the New Jersey Statutes, in order to form a limited liability company pursuant to the provisions of the Revised New Jersey Limited Liability Company Act, Title 42:2C-1, et. seq. and the New Jersey Long Term Tax Exemption Law, Title 40A:20-1, et. seq., of the New Jersey Statutes, does hereby execute the following Amended and Restated Certificate of Formation:

1. Name of Limited Liability Company:

Toll Asbury Park Urban Renewal LLC (the "Company").

2. The purpose for which the Company is organized is:

To operate under P.L. 1991, c. 431; (C. 40A:20-1, et. seq.) and to initiate and conduct projects for the redevelopment of a redevelopment area pursuant to a redevelopment plan, or projects necessary, useful, or convenient for the relocation of residents displaced or to be displaced by the redevelopment of all or part of one or more redevelopment areas, or low and moderate income housing projects, and, when authorized by financial agreement with the City of Asbury Park (the "Municipality"), to acquire, plan, develop, construct, alter, maintain or operate housing, senior citizen housing, business, industrial, commercial, administrative, community, health, recreational, educational or welfare projects, or any combination of two or more of these types of improvement in a single project, under such conditions as to use, ownership, management and control as regulated pursuant to P.L. 1991, c. 431; (C. 40A:20-1, et. seq.). The Company proposes to redevelop certain real property located in the City of Asbury Park, Monmouth County, NJ with a 62-unit residential townhome redevelopment project (the "Project"). The Project is a 100% residential project and is a permitted use under the redevelopment plan applicable to the subject property.

3. Date of Formation:

The date upon which this certificate of formation is filed in the office of the State Treasurer of New Jersey.

4. Registered Agent Name & Address:

United Agent Group, Inc.
12 Christopher Way
#200
Eatontown, New Jersey 07724

5. Dissolution date:

Perpetual existence.

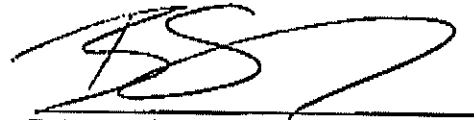
6. Provisions/Declarations Required Pursuant to the Act:

- a. So long as the Company is obligated under a financial agreement with the Municipality made pursuant to P.L. 1991, c. 431; (C. 40A:20-1, et. seq.), the Company shall engage in no business other than the ownership, operation and management of the Project.
- b. The Company has been organized to serve a public purpose and its operations shall be directed toward: (1) the redevelopment of redevelopment areas, the facilitation of the relocation of residents displaced or to be displaced by redevelopment, or the conduct of low and moderate income housing projects; and (2) the acquisition, management, and operation of a project, redevelopment relocation housing project, or low and moderate income housing project under P.L. 1991, c. 431; (C. 40A:20-1, et. seq.). The Company shall be subject to regulation by the Municipality, and to a limitation or prohibition, as appropriate, on profits or dividends for so long as it remains the owner of a project subject to P.L. 1991, c. 431; (C. 40A:20-1, et. seq.).
- c. The Company shall not voluntarily transfer more than 10% of the ownership of the project or any portion thereof undertaken by it under P.L. 1991, c. 431; (C. 40A:20-1, et. seq.), until it has first removed both itself and the project from all restrictions of P.L. 1991, c. 431; (C. 40A:20-1, et. seq.) in the manner required by P.L. 1991, c. 431; (C. 40A:20-1, et. seq.) and, if the project includes housing units, has obtained the consent of the Commissioner of Community Affairs to such transfer; with the exception of transfer to another urban renewal entity, as approved by the Municipality, which other urban renewal entity shall assume all contractual obligations of the Company under the financial agreement with the Municipality. The entity shall file annually with the Municipality's governing body a disclosure of the persons having an ownership interest in the project, and of the extent of the ownership interest of each. Nothing herein shall prohibit any transfer of the ownership interest in the urban renewal entity itself provided that the transfer, if greater than 10%, is disclosed to the Municipality's governing body in the annual disclosure statement or in correspondence sent to the Municipality in advance of the annual disclosure statement referred to above.
- d. The Company is subject to the provisions of Section 18 of P.L. 1991, c. 431; (C. 40A:20-18) respecting the powers of the Municipality to alleviate financial difficulties of the Company or to perform actions on behalf of the Company upon a determination of financial emergency.

- e. Any housing units constructed or acquired by the Company shall be managed subject to the supervision of, and rules adopted by, the Commissioner of the Department of Community Affairs.

The undersigned represents that the Company has one or more members and that this filing complies with requirements of N.J.S.A. § 42:2C-1, et. seq. The undersigned hereby represent(s) that it is authorized to sign this certificate on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first above written.



Brian J. Shemesh, Esq.

Filed by:

Brian J. Shemesh, Esq.
Giordano, Halleran & Ciesla, P.C.
125 Half Mile Road, Suite 300
Red Bank, NJ 07701

Docs #5382773-v1

Attachment: GHCDPCS-#5435449-v1-FILED NJDOT- AR COF - Toll Asbury Park LLC (2023-26 : Financial Agreement Toll Asbury Park Urban



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
LOCAL PLANNING SERVICES
101 SOUTH BROAD STREET
PO Box 813
TRENTON, NJ 08625-0813
(609) 292-3000 • FAX (609) 633-6056

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

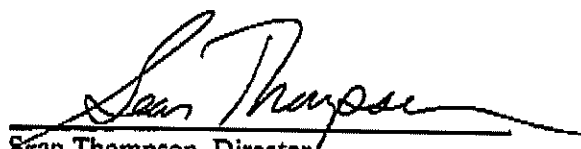
DEPARTMENT OF COMMUNITY AFFAIRS

TO: State Treasurer
RE: TOLL ASBURY PARK URBAN RENEWAL LLC
(formerly TOLL ASBURY PARK LLC)
File # 3205
An Urban Renewal Entity

This is to certify that the attached AMENDED AND RESTATED CERTIFICATE OF FORMATION OF AN URBAN RENEWAL ENTITY has been examined and approved by the Department of Community Affairs, pursuant to the power vested in it under the "Long Term Tax Exemption Law," P.L. 1991, c.431.

Done this 3rd day of December 2021 at Trenton, New Jersey.

DEPARTMENT OF COMMUNITY AFFAIRS

By: 

Sean Thompson, Director
Local Planning Services



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**Asbury Park, New Jersey
ORDINANCE NO. 2023-27**

**ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY, PROVIDING FOR THE SPECIAL
ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER,
ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE
IMPROVEMENTS ON BLOCK 3103, LOT 1 WITHIN THE ASBURY PARK
WATERFRONT REDEVELOPMENT AREA AND ESTABLISHING A MECHANISM
FOR PAYMENT OF THE COST THEREOF**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A1 et seq. (the “Redevelopment Law” or the “Act”) and that certain redevelopment plan dated as of June 5, 2002 (as amended and supplemented from time to time, the “Redevelopment Plan”), the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey, and Asbury Partners, LLC (the “Master Developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “Redeveloper Agreement”) with respect to the Waterfront Redevelopment Area, as defined therein; and

WHEREAS, in order to finance the cost of the infrastructure improvements contemplated by the Redeveloper Agreement, the City has determined that the cost of the infrastructure improvements should be assessed pursuant to N.J.S.A. 40:56-1 et seq. (the “Local Improvements Law”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 et seq. (the “RAB Law”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “Infrastructure Improvements”) within the Waterfront Redevelopment Area, including with respect to Block 3103, Lot 1 (the “Property”), which Infrastructure Improvements, in whole or in part, constitute

(i) redevelopment projects (collectively, the “Infrastructure Redevelopment Project”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and

(ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

WHEREAS, Toll Asbury Park Urban Renewal, LLC (the “Subsequent Developer”), the Master Developer and the City entered into a Subsequent Developer Agreement, dated September 21, 2022, pursuant to which the Subsequent Redeveloper assumed certain rights and obligations of the Master Developer; and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (as issued in connection with this Ordinance, the “RABs”) to finance redevelopment projects pursuant to a

redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment on certain property within an area in need of redevelopment.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The defined terms set forth in the recitals contained in this Ordinance are incorporated by reference as it is set forth at length herein.

Section 2. The purpose of this special assessment ordinance is to establish a mechanism for imposing special assessments of all or a portion the cost of the Infrastructure Improvements to be developed, financed and constructed on or benefiting the Property in accordance with the requirements of the Redevelopment Agreement. The Infrastructure Improvement will consist of the design, financing, construction and installation of various infrastructure improvements, including but not limited to, wastewater, stormwater, roadway, streetscape and utility improvements, including all work necessary therefor and incidental thereto with respect to the Property.

Section 3. Notice is hereby given to the owners of the Property that the City intends to make and levy special assessments against all such Property in the amount and at the time that such Infrastructure Improvements have been completed or at such later time as the City may determine. The estimated aggregate cost of such Infrastructure Improvements for the Property subject to this ordinance is \$4,500,000 (subject to the actual costs of such Infrastructure Improvements at the time of installation as certified to the City Engineer), provided that the special assessments for any Property affected by this ordinance shall be made and levied in the manner provided by law and shall be as nearly as possible in proportion to and not in excess of the peculiar benefit, advantage or increase in value that the Property shall be deemed to receive by reason of the Infrastructure Improvements.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The amount of any special assessment ("Special Assessment") levied against the Property shall be determined, at the option of the owner of the Property, in accordance with:

(i) the procedure set forth in the Local Improvements Law; or

(ii) pursuant to a special assessment agreement entered into by and between the City and the affected property owner under N.J.S.A. 40A:12A-66 of the RAB Law ("Special Assessment Agreement").

(b) Whether levied under the Local Improvements Law or a Special Assessment Agreement under Section 66 of the RAB Law, the Special Assessments shall be paid over a 30 year period in quarterly installments payable at the time and in the manner that generally applicable property taxes are required to be paid in the City, with legal interest:

(a) charged on the portion of the Special Assessments allocable to the RABs from the date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;

(b) charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and

(c) charged on the portion of the Special Assessments not allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City. The first such installment shall commence on the first business day of the quarter immediately following

(i) the determination of the peculiar benefit, advantage or increase in value which particular lot or Property shall be deemed to have received as a result of the infrastructure improvements, as required to under N.J.S.A. 40:56-27 or

(ii) with respect to the Property, at the time set forth in a Special Assessment Agreement under the RAB Law provided that any owner of land so assessed shall, with respect to the portion of the Special Assessments allocable to the RABs, have the privilege of paying the whole of such allocable portion of any Special Assessment or any balance of installments with accrued interest thereon at any time. Such Special Assessment shall remain a lien upon the affected Property described herein until the Special Assessment, with all installments and accrued interest thereon, applicable the particular Property shall be paid and satisfied.

(c) No portion of the cost of the Infrastructure Improvements shall be paid from funds raised from the municipal tax levy or other available funds of the City.

(d) Any Special Assessment levied pursuant to Section 4(a)(ii) of this ordinance shall be subject to the terms and conditions set forth in a Special Assessment Agreement to be entered into by the City and the affected property owner substantially in the form attached hereto as Exhibit A, together with such additions, deletions, modifications or revisions as may be required in consultation with counsel to the City to facilitate the transaction contemplated hereby. Any Special Assessment Agreement executed from time to time, and pursuant to which Special Assessment payments are securing bonds issued under the RAB Law, shall be recorded in accordance with the requirements of the RAB Law. The Mayor is hereby authorized and directed to execute the Special Assessment Agreement and the City Clerk is hereby authorized and directed to attest to such signature, and to affix the corporate seal of the City upon the Special Assessment Agreement.

(e) The City hereby determines that:

(i) it shall have the right to charge Owner(s) of the Property legal interest (a) charged on the portion of the Special Assessments allocable to the RABs from the date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;

(b) charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and

(c) charged on the portion of the Special Assessments not allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City; and

(ii) in lieu of the levy of the special assessment described herein pursuant

to the Local Improvements Law, the special assessment may be charged, collected and otherwise applied in the manner set forth in the Special Assessment Agreement.

Section 5. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Special Assessment or the Special Assessment Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

Section 6. Nothing in this ordinance is intended to abrogate or in any way limit the general application of that certain ordinance adopted by the City on February 20, 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”.

Section 7. This ordinance shall take effect as provided 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. 2023-27 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

LISA ESPOSITO
CITY CLERK

Record and return to:

John M. Cantalupo, Esq.
Archer & Greiner, P.C.
10 Highway 35
Red Bank, New Jersey 07701

Special Assessment Agreement

By and Among

The City of Asbury Park

and

TOLL BROS. ASBURY PARK URBAN RENEWAL, LLC (the “Entity”)

THIS SPECIAL ASSESSMENT AGREEMENT (hereinafter “**Agreement**”), made this ____ day of _____, 2023, by and between TOLL BROS. ASBURY PARK URBAN RENEWAL, LLC (the “**Entity**”), the Entity being qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., with offices as hereinafter specified, along with its or their permitted successors and/or assigns, and the **CITY OF ASBURY PARK**, a municipal corporation in the County of Monmouth and the State of New Jersey (the “**City**”, and together with the Entity, the “**Parties**”).

WITNESSETH:

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

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

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

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “**Asbury Park Waterfront Redevelopment Area**,” as defined in the Redevelopment Plan, and consisting of the “**Prime Renewal Area**” and the “**Boardwalk Area**”, as such terms are also defined therein (collectively, the “**Waterfront Redevelopment Area**”);

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 Redevelopment Law;

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same has been or may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”);

WHEREAS, as a result of the world-wide financial issues (the “**Financial Crisis**”) occurring in or about 2008, iStar Financial Inc. as lender to Master Developer foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to ownership of such membership interests;

WHEREAS, during the Financial Crisis, the Parties arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement;

WHEREAS, on or about July 18, 2011, arbitrator, Honorable Nicholas Politan issued an arbitrator’s award (the “**Arbitrator’s Award**”) that determined, among other things, that the

Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential units and other economic development activity within the Waterfront Redevelopment Area;

WHEREAS, in order to comply with the spirit of the Arbitrator’s Award, to induce the Master Developer to proceed expeditiously with the development of the Infrastructure Improvements (as defined herein) and other economic development activities within the Waterfront Redevelopment Area, and to determine the appropriate means to finance the cost of the Infrastructure Improvements, the City has determined that the cost of the Infrastructure Improvements should be assessed in the manner provided in N.J.S.A. 40:56-1 et seq. and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 et seq. (the “**RAB Law**”);

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law, and (ii) local improvements within the meaning, and for the purposes set forth in, Chapter 229 of the Pamphlet Laws of 1938, and Chapter 175 of the Pamphlet Laws of 1951, all as amended and supplemented, and codified at N.J.S.A. 40:56-1 et seq., the “**Local Improvements Law**”) for which a Special Assessment (as defined herein) may be imposed;

WHEREAS, pursuant to the Redeveloper Agreement and the Redevelopment Plan, the Master Developer intends to develop itself or cause to be developed by approved subsequent developers approximately 1,721 units of for-sale housing in the form of townhomes, condominium apartments, or other housing units (collectively, the “**Housing Improvements**”) within the Waterfront Redevelopment Area, which Housing Improvements constitute a redevelopment project (the “**Housing Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Redevelopment Area;

WHEREAS, pursuant to the “Long Term Tax Exemption Law,” constituting Chapter 431 of the Pamphlet Laws of 1991, as amended and supplemented, and codified at N.J.S.A. 40A:20-1 et seq. (the “**Long Term Tax Exemption Law**”), a redeveloper that is an urban renewal entity may enter into a financial agreement with a municipality to make payments in lieu of taxes (“**PILOT**”) with respect to property owned by the urban renewal entity in a redevelopment area;

WHEREAS, the Entity is an urban renewal entity that is proposing the development and construction of the Project (as defined herein) on the Project Site (as defined herein) pursuant to that certain subsequent developer agreement with the City executed on September 21, 2022 (the “**Subsequent Developer Agreement**”);

WHEREAS, in order to enhance the economic viability of an opportunity for a successful implementation of the Project, the City and the Entity are proposing to enter into a financial agreement to be executed contemporaneously herewith governing payment by the Entity to the

City of payments in lieu of real estate taxes in connection with the Project pursuant to the Long Term Tax Exemption Law (the “**Financial Agreement**”);

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment (the “**Special Assessment**”) on certain property within an area in need of redevelopment;

WHEREAS, in furtherance of the transactions contemplated by this Agreement, the Subsequent Developer Agreement, the Financial Agreement, the Redeveloper Agreement, and that certain Project Finance Agreement executed by and between the City and the Master Developer, dated as of December 2012 (as amended, the “**Project Finance Agreement**”), the City intends to issue RABs pursuant to the RAB Law;

WHEREAS, in order to secure the payment of the RABs and the payment of the PILOTs payable to the City, the Parties desire to enter into this special assessment agreement pursuant to which the City shall have a right to impose a special assessment equal to the cost referred to herein on the Land (as herein defined) and any improvement related thereto including any Unit (as defined herein) in accordance with the terms of this Agreement;

WHEREAS, in order to effect the mechanism for the payment of the Special Assessment (as defined herein) between the City and any Owner, (i) the City has adopted on February 20, 2013 that certain ordinance 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”, as amended on June 13, 2018 by Ordinance No. 2018-20 (the “**Ordinance**”) and (ii) the City has entered into the Master Agreement, described in Section 3.01(b) of this Agreement;

WHEREAS, it is the intent of the Parties that, so long as the Owner (as defined herein) makes all required payments under the Financial Agreement such Owner shall not be required to make payment of the Unpledged Portion of the Special Assessment (as defined herein); and

NOW, THEREFORE, in consideration of one dollar (\$1.00), the mutual covenants and promises set forth above and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. GENERAL PROVISIONS

SECTION 1.01 Governing Law — THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THIS STATE, INCLUDING THE PROVISIONS OF THE ACT, THE LOCAL IMPROVEMENTS LAW, THE RAB LAW AND ALL OTHER APPLICABLE LAWS. IT IS HEREBY EXPRESSLY ACKNOWLEDGED, UNDERSTOOD AND AGREED THAT UPON THE RECORDATION OF THE ORDINANCE AND THIS AGREEMENT IN ACCORDANCE WITH SECTION 7.01 HEREOF, LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING WITHOUT LIMITATION, ANY

UNIT, AS SUCH TERMS ARE DEFINED HEREIN, SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS OF THIS AGREEMENT AND EACH AND EVERY OWNER, WHETHER IN FEE SIMPLE OR OTHERWISE, OF ANY SUCH PARCEL OF LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING ANY UNIT, REGARDLESS OF WHETHER SUCH OWNER SHALL BE THE ENTITY, A UNIT PURCHASER, AS SUCH TERM IS DEFINED HEREIN, OR ANY OTHER COMPANY, ENTITY OR PERSON (EACH INDIVIDUALLY REFERRED TO HEREIN AS AN “**OWNER**”) SHALL BE BOUND BY THE TERMS HEREOF. IN THE EVENT OF ANY BREACH OR DEFAULT OF THIS AGREEMENT BY AN OWNER, SUCH BREACH OR DEFAULT SHALL NOT CONSTITUTE A BREACH OR DEFAULT BY ANY OTHER OWNER(S) AND SUCH OTHER OWNER(S), AND ITS RESPECTIVE PARCEL OR PORTION OF LAND, AND ANY IMPROVEMENTS RELATED THERETO, INCLUDING ANY UNIT, SHALL CONTINUE TO BE SUBJECT TO, GOVERNED BY AND BOUND BY THIS AGREEMENT.

SECTION 1.02 General Definitions — Capitalized terms used and defined in the preambles hereof shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Assignment Agreement — shall mean the agreement executed contemporaneously herewith between the City and the Trustee assigning the Pledged Portion of the Special Assessment to the Trustee for the benefit of the holders of the RABs.

Financial Agreement — shall have the meaning ascribed to such term in the recitals.

In Rem Tax Foreclosure — shall mean a summary proceeding by which the City may enforce the lien for taxes, special assessments and other statutory liens. Said foreclosure is governed by N.J.S.A. 54:5-1 et seq.

Indenture — shall mean the indenture of trust approved in connection with and providing for, among other things, the trust estate securing the RABs.

Land — shall mean the real property known as Block 3101, Lots 1, upon which the Project shall be constructed, all as set forth on the tax maps of the City.

Legal Interest — shall mean the interest rate on unpaid installments of Special Assessments. While repayment of the Special Assessment is current and in good standing, Legal Interest shall be represented by the interest rate on the RABs or, if applicable, other City obligations issued to finance or refinance the cost of the Infrastructure Improvements. In the event that an Owner fails to timely pay, in full, any installment of the Special Assessment, Legal Interest shall mean the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

Minimum Annual Service Charge — shall have the meaning set forth in the Financial Agreement.

Owner – shall have the meaning ascribed to such term at Section 1.01.

Pledged Portion of the Special Assessment — shall mean that portion of the Special Assessment that is assigned to the Trustee pursuant to the Assignment Agreement and pledged to the payment of the RABs as set forth in Exhibit B.

Project — shall mean the 62-unit residential development consisting twenty-six (26) 3-story townhomes and thirty-six (36) 4-story townhomes, having two (2) to four (4) bedrooms, together with related improvements and related site improvements known as “_____” to be constructed on the Project Site in accordance with the terms of the Subsequent Developer Agreement, a certain Financial Agreement between the City and the Entity and this Agreement.

Project Site – shall mean the Land.

Sales Price – shall have the meaning set forth in the Financial Agreement.

Special Assessment Deficiency Amount – shall have the meaning set forth in Section 3.01(b) hereof.

Subsequent Developer Agreement — shall have the meaning ascribed to such term in the recitals.

Tax Sale Law — N.J.S.A. 54:5-1 et seq., as the same may be amended or supplemented from time to time.

Trustee — shall mean the trustee appointed under the Indenture.

Unit — shall mean one of the residential units to be built as part of the Project.

Unit Purchaser — shall mean the buyer of a Unit who will be responsible pursuant to this Agreement to pay the applicable portion of the Special Assessment.

Unpledged Portion of the Special Assessment — shall mean that portion of the Special Assessment, if applicable, that is paid to the City pursuant to the terms of this Agreement as set forth in Exhibit B.

ARTICLE II. DURATION OF AGREEMENT

SECTION 2.01 Term

The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that this Agreement, including the obligation to pay the Special Assessment required under Article III hereof, shall remain in effect, for a period of thirty (30) years from the date that the first Special Assessment amount is due in accordance with the terms hereof.

ARTICLE III. SPECIAL ASSESSMENT AMOUNT

SECTION 3.01 Special Assessment Amount and Installments

(a) The Owner hereby expressly, irrevocably and unconditionally acknowledges and agrees that, with respect to the Land and the Project to be constructed thereon: (i) the Special Assessment for the Project shall be the total amount set forth in Exhibit A (the “**Principal Amount**”); and (ii) the Principal Amount of the Special Assessment shall be, and is hereby irrevocably and unconditionally accepted in full and agreed to by the present Owner of the Land and Project and/or Units constructed thereon from time-to-time (on behalf of such present Owner and all subsequent Owner(s)) and in accordance with N.J.S.A. 40A:12A-66(c) of the RAB Law and shall be deemed to be, in lieu of a determination by the procedures otherwise applicable to determining the actual benefit conferred on the Land and the Project and/or the Units constructed thereon from time-to-time, the benefit conferred on the Land and the Project and/or the Units by the Infrastructure Improvements. The Special Assessment for the Project shall be allocated among the Units and with respect to each Unit, as the case may be, shall be payable quarterly on February 1, May 1, August 1 and November 1 of each year during the term of this Agreement, with the first installment to commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility for the issuance of a Certificate of Occupancy for a Unit in the Project; or (ii) the expiration of the construction interest period on the RABs. The Entity shall, prior to the time that title to such Unit is initially transferred to a subsequent Owner, deliver to the City and Master Developer such information as may be required to confirm and compute the Special Assessment for such Unit including the Unpledged Portion of the Special Assessment and the Pledged Portion of the Special Assessment based upon the Sales Price. If, based upon such information, a “**Special Assessment Deficiency Amount**”, as defined and calculated at Section 3.01(f) of that certain Master Special Assessment Agreement entered into by and between the City and Asbury Partners, LLC, dated as of May 15, 2013, as amended on August 1, 2018 (the “**Master Agreement**”), shall be due, the Entity shall be solely responsible to remit the determined per Unit amount of such Special Assessment Deficiency Amount as determined by the City or its designated representative at the transfer of title to each Unit in the Project by wire transfer or immediately available funds to an account designated by the City or its designated representative which is maintained by or on behalf of the Trustee. **By way of example only**, if the Sales Price of a Unit upon initial transfer is lower than the estimated “Base Price” shown on Exhibit C at the issuance of the RABs, examples of the estimated per Unit Special Assessment Deficiency Amount(s) associated with the estimated shortfalls in the “Base Price” are attached hereto as Exhibit C.

(b) In the event that the Entity pays a Special Assessment Deficiency Amount, per Unit, that is later determined to be, inaccurate, unnecessary, or in excess of what should have been paid for that Unit, or is no longer required by the Trustee to cause a special optional redemption of the RABs in accordance with the supplemental indenture applicable to the Project, then, in the case of any such event, the City agrees to cause the Trustee to reimburse the Entity for any such overpayment by the Entity; provided, however, this shall have no effect on the total Special Assessment Deficiency Amount, if any, defined and calculated above, which if so determined to be an amount due, will be due and owing by the Entity at the times so stated.

(c) The Unpledged Portion of the Special Assessment shall be determined and allocated among the Units within the Project in accordance with the calculation of the Annual Service Charge under the Financial Agreement as illustrated in the example on Exhibit B. The Unpledged Portion of the Special Assessment for each Unit shall be calculated as provided in Exhibit B, and upon the initial sale of a Unit by the Entity to a Unit Purchaser shall be recalculated

as provided in Exhibit B. Thereafter, the Unpledged Portion of the Special Assessment shall be recalculated each year.

(d) The Pledged Portion of the Special Assessment for all Units in the Project shall be irrevocably assigned by the City pursuant to the Assignment Agreement and paid over to the Trustee to be applied to the payment of debt service on the RABs. The Pledged Portion of the Special Assessment for each Unit shall be calculated as provided in Exhibit B, and upon the initial sale of a Unit by the Entity to a Unit Purchaser shall be recalculated as provided in Exhibit B and shall thereafter remain constant notwithstanding any further sale or transfer of the Unit to a subsequent Owner or subsequent change in the Total Tax Rate, Municipal Tax Rate, or Tax Ratio.

(e) Each installment payment of the aforesaid Special Assessment amount is to be made to the City and/or the Trustee, as the case may be, and shall be clearly identified as a Special Assessment payment for the Project.

(f) Within 30 days following the sale of the last Unit in the Project, or at such earlier time as set forth in a supplemental indenture applicable to the Project, the City or its designated representative shall determine the total aggregate amount of the Pledged Portion of the Special Assessment. In the event that such aggregate amount shall exceed the aggregate amount of the Pledged Portion of the Special Assessment required to pay debt service and other charges applicable to amount of the RABs applicable to the Project, such excess shall be "Surplus Pledged Special Assessments" as defined in the Subsequent Developer Agreement and the disposition thereof shall be governed by the Subsequent Developer Agreement and the supplemental indenture applicable to the Project, as applicable.

(g) To the extent any Owner prepays the Pledged Portion of the Special Assessment for its Unit, as the RABs are non-callable, any such prepayment will be applied to the next due debt service payments (i.e., principal and interest) on the RABs, and the Unit Owner will receive a credit for such payments, until such funds are depleted. The prepayment will not result in a satisfaction of the entirety of the Pledged Portion of the Special Assessment for such Unit unless it is made in an amount sufficient to pay all such debt service payments through the full maturity of the RABs.

SECTION 3.02 Interest on Past Due Amounts; Credit for PILOT Payments; Legal Interest

(a) Each Owner hereby expressly, irrevocably and unconditionally agrees, warrants, covenants and accepts that in the event that the Owner fails to timely pay, in full, any installment of any Special Assessment amount, the amount past due shall bear the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

(b) The City shall credit its receipt of the Annual Service Charge or Minimum Annual Service Charge, as applicable, pursuant to the Financial Agreement, by or on behalf of the Owner against the Owner's respective portion of the Unpledged Portion of the Special Assessment, but only to the extent of the amount of the Annual Service Charge or Minimum Annual Service Charge payments, as applicable, that are actually received by or on behalf of the City. It is the intent and agreement of the Parties that, so long as an Owner makes all required payments under the Financial

Agreement it shall not be required to make the payment of the Unpledged Portion of the Special Assessment otherwise required under this Agreement. Further, upon the occurrence of termination of the Financial Agreement, the City shall credit its receipt of the municipal share of generally applicable taxes against the Unpledged Portion of the Special Assessment otherwise required to be paid under this Agreement.

(c) The Parties hereby agree that the City shall have the obligation to charge Legal Interest on unpaid installments of the Pledged Portion of the Special Assessment. Notwithstanding, the preceding sentence, the City shall have the right, but not the obligation to charge Legal Interest on the unpaid installments of the Unpledged Portion of the Special Assessment.

(d) The City agrees that upon the transfer of a Unit by the Entity, the obligation to make payments of Special Assessment shall run with the land to the Owner of said Unit as a successor Owner and the predecessor Owner shall have no further obligation to make such payments.

ARTICLE IV.

MUNICIPAL LIEN; SUBORDINATION OF FEE TITLE

SECTION 4.01 Municipal Lien

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that in accordance with the Local Improvements Law, specifically N.J.S.A. 40:56-33, and the RAB Law, specifically N.J.S.A. 40A:12A-66(c), and such other statutes as may be sources of relevant authority, if any, upon and as a consequence of the previously recorded Ordinance and the recordation of this Agreement, as set forth in Section 7.01 hereof, the Ordinance, this Agreement and any amount due hereunder, including without limitation, the Special Assessment, shall constitute an automatic, enforceable and perfected statutory municipal lien upon each Unit for all purposes of law.

(b) The Parties hereby expressly, irrevocably and unconditionally represent, agree, warrant and covenant that this Agreement, and the municipal lien created hereby, is valid and enforceable in accordance with all applicable law, including without limitation the Local Improvements Law and the RAB Law.

SECTION 4.02 Subordination of Fee Title

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that the Owner has the right, subordinate to the municipal lien, as a matter of law, to encumber the fee title to its property, including any improvements related thereto, and that any such subordinate encumbrance shall not be deemed to be a violation of this Agreement.

(b) Any encumbrance pursuant to Section 4.02(a) shall either be: (i) recorded with the Monmouth County Clerk subsequent to the recording of this Agreement; or (ii) if recorded with the Monmouth County Clerk and reflected in the County of Monmouth land records prior to the recording of this Agreement, subordinate to the municipal lien created hereby through a subordination by the holder of such encumbrance, to the benefit of the City and the Trustee, such subordination to be in a form reasonably acceptable to the City, Master Developer, and the Trustee.

In the event that a subordination is required pursuant to the immediately preceding clause (ii), an executed version of such subordination shall be attached hereto as Exhibit D

ARTICLE V. DEFAULT

SECTION 5.01 Default - Default shall be failure of any party to perform its obligations under this Agreement, beyond any applicable notice, cure or grace period (each a “Default”). In addition, a Default under this Agreement by any Owner shall only be considered a Default against that specific property to which the Default applies and from which it arises, without any implication of Default against any other Owner or property.

SECTION 5.02 Cure Upon Default - Should any party be in Default of any obligation under this Agreement, the other party shall notify the defaulting party and any mortgagee, if applicable, in writing of said Default. Except as otherwise limited by law, the defaulting party shall have sixty (60) days to cure any Default provided however, if such Default cannot be cured timely but cure action is being diligently prosecuted, such 60 day period shall be extended to permit required cure action to be concluded, other than a payment Default, for which the defaulting party shall have ten (10) days to cure.

SECTION 5.03 Remedies for Default - (a) In the event of any uncured Default by the City, the Owner may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages.

(b) In the event of any uncured Default by an Owner, the City may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages. No Default hereunder by an Owner shall terminate this Agreement (except as described herein) and its obligation to pay the Special Assessment amounts due hereunder, which shall continue in effect for the duration as set forth in Section 2.01 hereof.

SECTION 5.04 Default in the Payment of Special Assessment

Upon any Default by the Owner or Unit Purchaser in payment of any installment of the Special Assessment, the City, in addition to their other remedies, reserves the right to proceed against the Land, or Unit, as applicable, to which the Default applies owned by the defaulting Owner or defaulting Unit Purchaser, and any improvements related thereto, including the affected Unit, in the manner provided by applicable law and shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure law. As set forth in the RAB Law, specifically N.J.S.A. 40A:12A-66(c), an event of a default by the Owner in the payment of an installment of the Special Assessment shall not result in the acceleration of the subsequent installments of the Special Assessment and such subsequent installments shall be considered as not in default and the municipal lien for the subsequent installments of the Special Assessment not yet due shall continue.

ARTICLE VI. NOTICES

SECTION 6.01 Notice - Formal notices, demands and communications between and among the City and an Owner shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

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

If to the City:

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
Attn: City Manager

with copies to:

John M. Cantalupo, Esq.
Archer & Greiner, P.C.
10 Highway 35
Red Bank, New Jersey 07701

If to the Entity:

Toll Bros. Asbury Park Urban Renewal, LLC
Attention: Kevin Golden, Assistant Vice President
1150 Virginia Drive
Fort Washington, PA 19034

with a copy to:

Christopher Gaffney, Regional President
Email: CGAFFNEY@tollbrothers.com
(at same physical address)

And a copy to:

Steven P. Gouin, Esq.
Giordano, Halleran & Ciesla, P.C.
125 Half Mile Road, Suite 300
Red Bank, NJ 07701
If to any other Owner:

The notice shall be directed to the Owner's address as set forth in the property tax records of the City.

**ARTICLE VII.
MISCELLANEOUS**

SECTION 7.01 Recording — Upon the execution and delivery of this Agreement, the entire Agreement and the Ordinance shall be filed and recorded with the Monmouth County Clerk by the City, at the Entity's expense, such that this Agreement and the Ordinance shall be reflected upon the land records of the County of Monmouth as a municipal lien upon and a covenant running with each and every parcel of Land and any improvements related thereto.

SECTION 7.02 Counterparts - This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.03 Amendments - This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

SECTION 7.04 Severability of Invalid Provisions - If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof. In such event, the Parties shall confer in good faith and endeavor to reform this Agreement in a manner which is lawful and produces the same or substantially the same results as existed prior to the declaration of illegality or invalidity.

SECTION 7.05 Exhibits – The Exhibits attached to this Agreement are incorporated herein and made part of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON THE FOLLOWING PAGES]**

TOLL BROS. ASBURY PARK URBAN RENEWAL, LLC

By: _____

Name: _____

Title: _____

STATE OF NEW JERSEY,
COUNTY OF [Insert]

SS:

I CERTIFY that on _____ 2022, _____
personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as authorized officer of Toll Bros. Asbury Park Urban Renewal, LLC; and
- (c) executed the instrument as the act of Toll Bros. Asbury Park Urban Renewal, LLC as authorized by appropriately adopted resolution of said limited liability company.

Notary Public

CITY OF ASBURY PARK

By: John Moor, Mayor

[SEAL]
ATTEST:

Lisa Esposito, City Clerk

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH SS:

I CERTIFY that on November _____, 2022, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

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

Notary Public

EXHIBIT A**INFRASTRUCTURE IMPROVEMENTS**

The Special Assessment shall include the costs related to the following Infrastructure Improvements, which are allocable to the Land, including but not limited to the hard costs of construction, the costs of engineering, planning and design, the cost of construction management services and other soft costs and costs of issuance related thereto, as follows:

EXHIBIT B**CALCULATION OF SPECIAL ASSESSMENT,
PLEDGED AND UNPLEDGED PORTIONS**

Special Assessments for each Unit shall be calculated as follows:

Municipal Tax Rate – the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

Sales Price – If unsold shall mean as follows for each Unit type:

Unit	Designation	Sales Price	Number of Units
4- Story	Unit A Interior	\$ 869,995	12
	Unit A Exterior	\$ 924,995	6
	Unit B Interior	\$ 849,995	12
	Unit B Exterior	\$ 904,995	6
3 - Strory	Unit C Interior	\$ 844,995	9
	Unit C Exterior	\$ 894,995	4
	Unit D Interior	\$ 774,995	9
	Unit D Exterior	\$ 824,995	4

The foregoing are the estimated average base sales prices (exclusive of options and location premiums) set forth in the Entity's application for long term tax exemption. Upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), Sales Price shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value of the Unit at the time of such transfer as determined by the City's tax assessor.

Tax Ratio – the Chapter 123 ratio published by the New Jersey Division of Taxation for the relevant tax year for tax appeal purposes, representing the relationship of the assessed value of real property within the City to the market value of real property within the City.

Total Tax Rate – the sum of the Municipal Tax Rate and the tax rates established by the County of Monmouth and the Asbury Park Board of Education.

Calculation:

Special Assessment = Sales Price multiplied by Tax Ratio multiplied by Total Tax Rate divided by 100

Example:

If:

Sales Price = \$856,124

Total Tax Rate = \$1.557 Municipal Tax Rate = \$0.702 Tax Ratio = 100.00%

PILOT = \$6,326 (\$856,124 * 100.00% * 0.702% * 1.052631579)

Then:

Special Assessment = \$856,124 * 100.00% * 1.557% = \$13,329.00

Time for Calculation: See Time for Calculation for each of the Pledged Portion of the Special Assessment and the Unpledged Portion of the Special Assessment, below.

Pledged Portion of the Special Assessments shall be calculated as follows:

Pledged Portion of the Special Assessment = Special Assessment less PILOT

Example:

If

Sales Price = \$856,124

Total Tax Rate = \$1.557 Municipal Tax Rate = \$0.702 Tax Ratio = 100.00%

PILOT = \$6,326 (\$856,124 * 100.00% * 0.702% * 1.052631579)

Then:

Pledged Portion of the Special Assessment = \$13,329 - \$6,326.00 = \$7,003

Time for Calculation: The Pledged Portion of the Special Assessment shall be calculated at the time of initial issuance of the RABs and recalculated upon the initial transfer of the Unit to the initial Unit Purchaser and shall remain fixed thereafter.

Unpledged Portion of the Special Assessments shall be calculated as follows:

Unpledged Portion of the Special Assessment = Special Assessment less Pledged Special Assessment

Example:

If

Sales Price = \$856,124

Total Tax Rate = \$1.557 Municipal Tax Rate = \$0.702 Tax Ratio = 100.00%

$$\text{PILOT} = \$6,326 (\$856,124 * 100.00\% * 0.702\% * 1.052631579)$$

Then:

$$\text{Pledged Portion of the Special Assessment} = \$13,329 - \$7,003 = \$6,326$$

Time for Calculation: The Unpledged Portion of the Special Assessment shall be calculated on the same basis as the Annual Service Charge, in accordance with Section 4.1 of the Financial Agreement between the City and the Entity, specifically, upon Substantial Completion as defined in the Financial Agreement and recalculated in the year following the initial sale of a Unit by the Entity to a Unit Purchaser, and each year thereafter.

EXHIBIT C
ASSUMPTIONS

Unit	Designation	Sales Price	Number of Units
4- Story	Unit A Interior	\$ 869,995	12
	Unit A Exterior	\$ 924,995	6
	Unit B Interior	\$ 849,995	12
	Unit B Exterior	\$ 904,995	6
3 - Story	Unit C Interior	\$ 844,995	9
	Unit C Exterior	\$ 894,995	4
	Unit D Interior	\$ 774,995	9
	Unit D Exterior	\$ 824,995	4

BOND PAR AMOUNT: \$4,710,000

BOND MATURITY DATE: 1/1/2054

BOND REDEMPTION DATE: Bonds are subject to Special Mandatory Redemption at Anytime

BOND REDEMPTION PRICE: 100%

BOND INTEREST RATE: 8%*

*subject to final amounts approved by City in RAB bond authorization

Docs #5089884-v13

EXHIBIT A**INFRASTRUCTURE IMPROVEMENTS**

The Special Assessment shall include the costs related to the following Infrastructure Improvements, which are allocable to the Land, including but not limited to the hard costs of construction, the costs of engineering, planning and design, the cost of construction management services and other soft costs and costs of issuance related thereto:

Infrastructure Allocation	
Engineering Design	
City Construction Administration	
Mobilization, clearing, test pits	
RCP Pipe	
Box Culverts	
Drainage Man Holes	
Drainage Inlets	
Sanitary Pipe and Fittings	
Sanitary Man Holes	
Paving	
Curbs, Walks and Pavers	
Traffic Marking	
Landscaping	
Street Lighting	
Fill(Excess, if needed)	
Streetscape	
Fire Connections	
Electrical(not streetlights)	
Testing and Inspection (incl.in pipe costs)	
Construction Management	
Total	



**Asbury Park, New Jersey
ORDINANCE NO. 2023-28**

**ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 17, ENTITLED
“COMMUNICATION FACILITIES RIGHT-OF-WAY PERMITS,” OF “THE CODE OF
THE CITY OF ASBURY PARK”**

WHEREAS, the City of Asbury Park (the “City”) previously adopted Ordinance No. 2022-3 (also referenced as the “Ordinance”), which established Chapter 17, entitled “Communication Facilities Right-of-Way Permits,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, since the adoption of Ordinance No. 2022-3, the Mayor and Council have determined that it is in the best interests of the City to revise the language of Chapter 17 in order to clarify the City’s intent, in certain respects, relating to the authorization for installation of any communications facility or pole (as those terms are defined in the Ordinance) within the public right-of-way (“R.O.W.”); and

WHEREAS, it is the specific intent of the City to require collocation of communications facilities on existing poles, whenever possible, which determination shall be made by the City’s Radio Frequency Engineer, rather than to allow the installation of new poles within the public R.O.W.; and

WHEREAS, it is also the specific intent of the City to require that any applicant intending to install a new communications facility or pole within the public R.O.W. must first demonstrate the need for installation within the public R.O.W., which must be shown to the satisfaction of the City’s Radio Frequency Engineer, and must also demonstrate to the satisfaction of the City’s Radio Frequency Engineer, that this need cannot be met through the use of an existing pole; and

WHEREAS, it is also the specific intent of the City to require that any applicant seeking to enter into a R.O.W. Use Agreement with the City must first demonstrate to the satisfaction of the City’s Radio Frequency Engineer, prior to entering into such Agreement, that the applicant is prepared to construct the communications facility or pole at the designated location(s) covered by the R.O.W. Agreement within a period of time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City, or that the applicant has entered into an agreement with another wireless services provider that is prepared to construct the communications facility or pole at the designated location(s) covered by the R.O.W. Agreement within a period of time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City; and

WHEREAS, the Mayor and Council also wish to make various other revisions to Chapter 17, as set forth herein, which have been determined to be in the best interests of the City; and

WHEREAS, the Mayor and Council believe that the modifications set forth in the within Ordinance will further the health, safety and welfare of the City, its residents, and the public at large; and

WHEREAS, the Mayor and Council wish to revise Chapter 17 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 Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey that Chapter 17, entitled “Communication Facilities Right-of-Way Permits,” 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 17. Communication Facilities Right-of-Way Permits

§ 17-1. DEFINITIONS.

- a. As used in this chapter:

ADMINISTRATIVE REVIEW

Shall mean ministerial review of an Application by the City to determine whether the issuance of a Permit is in conformity with the applicable provisions of this chapter.

ANTENNA

Shall mean communications equipment that transmits and/or receives electromagnetic radio frequency signals used in the provision of Wireless Services. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

APPLICABLE CODES

Shall mean uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the Authority, including any amendments adopted by the Authority, or otherwise are applicable in the jurisdiction.

APPLICANT

Shall mean any Person or Entity who submits an Application under this Chapter, such as a Provider described herein.

APPLICATION

Shall mean a written request, ~~for a permit on a form provided by the City, of Asbury Park including all information, documentation, fees, etc., that is required pursuant to Sections 17-3 through 17-6 of this chapter.~~

AUTHORITY

Shall mean the City Council of the City of Asbury Park. The term “Authority” and “City” are interchangeable.

CITY

Shall mean the City of Asbury Park, in the County of Monmouth, New Jersey.

COLLOCATE

Shall mean to install or mount a Small Wireless Facility in the Public Right-Of-Way on an existing Support Structure, on an existing Pole or existing Smart Pole, or on a new pole; or new Smart Pole.

COLLOCATION

Shall have a corresponding meaning.

COMMUNICATIONS FACILITY

Shall mean, collectively, the equipment at a fixed location or locations within the Public ROW that enables Communications Services, including; (i) radio transceivers, Antennas, coaxial, fiber-optic or other cabling, power supply (including backup battery), and comparable equipment, regardless of technological configuration; and (ii) all other equipment associated with any of the foregoing. A Communications Facility does not include the Pole or Support Structure to which the equipment is attached.

COMMUNICATIONS SERVICE

~~Shall mean cable service, as defined in 47 U.S.C. § 522(6); information service, as defined in 47 U.S.C. § 153(24); or~~ Shall mean a telecommunications service, as defined in 47 U.S.C. § 153(53).

CONSULTANT

Shall mean the Person appointed by the City to serve as the consultant for the City for all matters concerning this chapter, and who may be contracted for professional services.

FCC

Shall mean the Federal Communications Commission of the United States.

LAWS

Shall mean, collectively, any and all Federal, State or Local law, statute, common law, code, rule, regulation, order, or ordinance.

ORDINARY MAINTENANCE AND REPAIR

Shall mean inspections, testing and/or repair that maintain functional capacity, aesthetic and structural integrity of a communications Facility and/or the associated Support

Structure, Pole or Smart Pole, that does not require blocking, damaging or disturbing any portion of the Public ROW.

PERMIT, R.O.W. PERMIT OR SMALL CELL PERMIT

Shall mean a written authorization to install, at a specified location(s) in the Public ROW, a Communications Facility or a Pole to support a Communications Facility.

PERMITTEE

Shall mean an Applicant that has received a Permit under this chapter.

PERSON

Shall mean an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a governmental entity.

POLE

Shall mean a legally constructed pole, such as a utility, lighting or similar pole made of wood, metal or other material as determined by the City, located or to be located within the Public Right-of-Way. A Pole does not include a Support Structure.

PROVIDER

Shall mean a Communications Service Provider or a Wireless Services Provider, and includes any Person that owns and/or operates within the Public ROW any Communications Facilities, Wireless Facilities, Poles built for the sole or primary purpose of supporting Communications Facilities.

PUBLIC RIGHT OF WAY OR PUBLIC ROW

Shall mean the area on, below, or above property that has been designated for use as or is used for a public roadway, highway, street, sidewalk, or similar purpose. The term does not include a federal interstate highway, state highway, county right-of-way or other areas that are not within the legal jurisdiction, ownership or control of the Authority.

SMALL WIRELESS FACILITY

~~As defined in the Code of Federal Regulations at 47 C.F.R. §1.6002(1), as supplemented and/or as amended. Small Wireless Facility s~~ Shall mean a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

SMART POLE

Shall mean a decorative utility pole that conceals at least 2 ~~three~~ or more Small Wireless Facility installation(s) and may include other features such as street lighting, 911 call service access, public access Wi-Fi and surveillance cameras. A Smart Pole must allow for at least ~~three~~ two (2) occupants and allow space for City use for other services and/or equipment. Smart Poles shall neither have external latches, external hinges, external cabling, or other attachments. The pole must be made of an inherently rust-resistant material (i.e. aluminum alloys or stainless steel).

STATE

Shall mean the State of New Jersey.

SUPPORT STRUCTURE

Shall mean a structure in the Public ROW other than a Pole which is capable of supporting a Wireless Facility.

SURROUNDING STREETScape

Shall mean the visual elements of a street, including the road, adjoining buildings, street furniture, trees and open spaces, etc., that combine to form the street's character.

WIRELESS FACILITY

Shall mean the equipment at a fixed location or locations in the Public ROW that enables Wireless Services. The term does not include: (i) the Support Structure, Tower or Pole on, under, or within which the equipment is located or Collocated; or (ii) coaxial, fiberoptic or other cabling that is between Communications Facilities or Poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna. A Small Wireless Facility is one type of a Wireless Facility. Throughout this chapter, the terms "Communications Facility", "Wireless Facility" and "Small Wireless Facility" may be used interchangeably and shall be taken to refer to the same thing unless the context clearly indicates otherwise.

WIRELESS SERVICES

Shall mean any wireless services using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided to the public.

- b. All definitions of words, terms and phrases that are set forth in the Communications Act of 1934, P.L. 73-416, as amended by various statutory enactments including, but not limited to, the Telecommunications Act of 1996 P.L. 104-104, are incorporated herein and made a part hereof.
- c. All definitions of words, terms and phrases that are set forth in the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq., are incorporated herein and made a part hereof.
- d. All of the definitions of words, terms and phrases that are set forth in the Code of Federal Regulations at 47 C.F.R. §1.6002, as amended, are incorporated herein and made a part hereof.

- e. In the event that a term, word or phrase is not defined in any of the aforementioned statutes and is not otherwise defined herein then that term, word or phrase shall have its common, ordinary meaning.
- f. Use of any term, word or phrase as defined above at any point within this chapter shall coincide with the definition specified in this Section, whether or not the first letter of the term, word or phrase is capitalized.

§ 17-2. ACCESS TO PUBLIC RIGHT OF WAY.

Prior to installing in the Public R.O.W. any Communications Facility, or any Pole built for the sole or primary purpose of supporting a Communications Facility, a person shall submit an application demonstrating the need to install in the public R.O.W. and, if applicable, the need for the construction of a new pole rather than utilizing space on an existing pole. Such demonstration(s) must be shown to the satisfaction of the City's Radio Frequency Engineer. Additionally, the applicant must demonstrate, to the satisfaction of the City's Radio Frequency Engineer, that it is prepared to construct the communications facility or pole at the designated location(s) set forth in the application within a period of time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City, or that the applicant has entered into an agreement with another wireless services provider that is prepared to construct the communications facility or pole at the designated location set forth in the application within a period of time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City. Once an application has been deemed acceptable under this chapter by the City, its departments and its consultants, a person shall enter into a Right-of-Way Use Agreement (also referenced as "R.O.W. Use Agreement" or "Agreement") with the City of Asbury Park expressly authorizing use of the Public Right-of-Way for the Communications Facility or Pole proposed to be installed. The following provisions shall be applicable to all Right-of-Way Use Agreements:

- a. The term of the R.O.W. Use Agreement shall be a minimum of 15 years and shall not exceed 30 years.
- b. The R.O.W. Use Agreement authorizes the Provider's non-exclusive use of the Public R.O.W. for the sole purpose of installing, maintaining and operating Communications Facilities, including any pole built for the sole or primary purpose of supporting the Communications Facilities and to provide the services expressly authorized in the Agreement subject to applicable codes and applicable laws, this chapter and the terms and conditions of the agreement. The agreement authorizes use only of the public R.O.W. in which the City has an actual interest. It is not a warranty of title or interest in any Public R.O.W. and it does not confer on the provider any interest in any particular location within the Public R.O.W. No other right or authority is granted except as expressly set forth in the R.O.W. Use Agreement. Nothing herein shall authorize the use of the City's poles or support structures, in the Public R.O.W., without express approval from the City. All use of the City's poles or support structures in the Public R.O.W. shall require a separate agreement and the payment of separate fees for such use.

- c. The provider shall, at its sole cost and expense, keep and maintain its Communications Facilities, poles, and support structures in the Public R.O.W. in a safe condition, and in good order and repair.
- d. The provider shall provide insurance to, and indemnification of, the City as described in the R.O.W. Use Agreement, a copy of which is on file with the City Clerk's Office.
- e. The form of the R.O.W. Use Agreement shall be approved by resolution of the City Council and may, from time to time, be revised, supplemented or otherwise amended or replaced. All such revisions, supplements, amendments or replacements shall likewise be approved by resolution of the City Council. The City Clerk shall maintain on file the currently approved R.O.W. Use Agreement and shall provide a copy to all R.O.W. permit applicants pursuant to this chapter.

§ 17-3. R.O.W. PERMIT.

- a. No Person may construct, install, modify, expand, alter or maintain or perform any other work in the Public R.O.W. related to Communications Facilities or poles built for the sole or primary purpose of supporting Communications Facilities without first receiving a permit to the extent required under this chapter, and any subsequent permits or authorizations required by applicable laws or the authority.
- b. The authority shall not issue a permit unless the applicant, or a provider on whose behalf the applicant is constructing Communications Facilities or poles, has first demonstrated, to the satisfaction of the City's Radio Frequency Engineer, the need for such construction based upon the requirements of this chapter, and has applied for and received the R.O.W. Use Agreement required by this chapter, ~~or otherwise has a current and valid franchise with the City expressly authorizing use of the Public R.O.W. for the Communications Facilities, poles or towers proposed in the application,~~ and all applicable fees have been paid.
- c. The provider shall not locate or maintain its Communications Facilities, Wireless Facilities, Support Structure or poles so as to unreasonably interfere with the use of the Public R.O.W. by the City, by the general public or by other persons authorized to use or be present in or upon the Public R.O.W.
- d. The authority shall not issue a permit unless the applicant has demonstrated to the satisfaction of the City's Radio Frequency Engineer:
 - 1. The need to install in the public R.O.W.;
 - 2. If applicable, the need for construction of a new pole rather than utilizing space on an existing pole; and
 - 3. Proof that the applicant is prepared to construct the communications facility or pole at the designated location(s) set forth in the application within a period of

time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City, or that the applicant has entered into an agreement with another wireless services provider that is prepared to construct the communications facility or pole at the designated location set forth in the application within a period of time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City.

- d. ~~No application for a Small Wireless Facility siting permit shall be approved if the application proposes the deployment of a Small Wireless Facility in an area other than those specific locations set forth within the City's Wireless Siting Plan.~~

§ 17-4. PERMIT APPLICATIONS.

- a. Permit Required. Pursuant to § 17-3 of this chapter, unless expressly authorized in this chapter or in writing by the authority, no person may construct, install, modify, expand, alter or maintain in the Public R.O.W. any Communications Facilities, poles built for the sole or primary purpose of supporting Communications Facilities, including the installation or Collocation of Communications Facilities on existing poles, Support Structures or other structures within the Public R.O.W. without first receiving a permit. Notwithstanding the foregoing, in the event of an emergency, a provider or its duly authorized representative may work in the Public R.O.W. prior to obtaining a permit, provided that the provider shall attempt to contact the City Engineer prior to commencing the work and shall apply for a permit as soon as reasonably possible, but not later than 24 hours, after commencing the emergency work. For purposes of this subsection, an "Emergency" means a circumstance in which immediate repair to damaged or malfunctioning facilities is necessary to restore lost service or prevent immediate harm to persons or property.
- b. Permit Application Requirements. The application shall be made by the provider or its duly authorized representative and shall contain the following:
1. The applicant's name, address, telephone number, and email address, including emergency contact information for the applicant.
 2. The names, addresses, telephone numbers and email addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the application.
 3. A description of the proposed work and the purposes and intent of the proposed Communications Facility, pole, Support Structure or Wireless Facility (as applicable) sufficient to demonstrate to the satisfaction of the City's Radio Frequency Engineer, compliance with the provisions of this chapter-, including, but not limited to, the following:
 - (a) The need to install in the public R.O.W.;

- (b) If applicable, the need for construction of a new pole rather than utilizing space on an existing pole; and
 - (c) Proof that the applicant is prepared to construct the communications facility or pole at the designated location(s) set forth in the application within a period of time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City, or that the applicant has entered into an agreement with another wireless services provider that is prepared to construct the communications facility or pole at the designated location set forth in the application within a period of time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City.
- 4. If applicable, a copy of the authorization for use of the property from the pole or Support Structure owner on or in which the Communications Facility will be placed or attached.
- 5. Detailed construction drawings regarding the proposed Communications Facility, pole, Support Structure or Wireless Facility (as applicable). Construction drawings shall include, at minimum, a clear delineation of the right-of-way, distance of the proposed Communications Facility, pole or Support Structure from certain existing right-of-way features such as curb ramps for handicap accessibility pursuant to the Americans With Disabilities Act, sidewalk width and other details standard for these types of telecommunications installations in the public right-of-way.
- 6. Prior to installation of Communications Facility, including but not limited to Collocation on a pole or Support Structure, a structural report performed by a duly licensed engineer evidencing that the pole or Support Structure will structurally support the Communications Facility in accordance with applicable codes.
- 7. For any new aboveground facilities, accurate visual depictions or representations.
- 8. The following additional permits, approvals and authorization, as each is reasonably applicable to the proposed application:
 - (a) Street opening permit, per City procedure; and
 - (b) Construction permit, per City procedure. This requirement may be waived if the appropriate code official determines that it is unnecessary per the proposed construction and installation of facilities.
- c. The applicant shall certify that they shall market the availability of approved facilities to all major wireless carriers in the marketplace. The applicant shall further certify that they will encourage, manage and coordinate the location and placement of any interested carrier's equipment on the structure.

- d. The application and permitting processes set forth herein may be revised, supplemented or otherwise amended or replaced by resolution of the City Council.
- e. **Proprietary or Confidential Information in Application.** Applications are public records that may be made publicly available pursuant to the New Jersey Open Public Records Act. Notwithstanding the foregoing, applicant may designate portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each portion of such materials accordingly, and the City shall treat the information as propriety and confidential, subject to the New Jersey Open Public Records Act and the City's determination that the Applicant's request for confidential or proprietary treatment of application materials is reasonable. The City shall not be required to incur any costs to protect the application materials from disclosure, other than the City's routine procedures for complying with the New Jersey Open Public Records Act.
- f. **Ordinary Maintenance and Repair.** A permit shall not be required for ordinary maintenance and repair. The provider or other person performing the ordinary maintenance and repair shall obtain any other permits required by applicable laws and shall notify the City in writing at least 48 hours before performing the ordinary maintenance and repair. Notwithstanding the foregoing, the Authority reserves the right to inspect Applicant's Small Wireless Facilities at any time in order to determine if the existing configuration matches the configuration contained in the most recently issued permit, and the applicable Right-of-Way Use Agreement. Applicant shall bear costs for said inspections. If it is determined that an existing Small Wireless Facility is found to be larger than the dimensions specified in the most recently issued applicable permit, then applicant shall be in violation of this chapter. Applicant shall receive notice from the City and, upon receipt of such notice, be required to restore the site within 10 days to the configuration of the most recently approved permit or retroactively apply for administrative approval for the unapproved modifications.
- g. **Material Changes.** Unless otherwise agreed to in writing by the authority, any material changes to an application, as determined by the authority in its sole discretion, shall be considered a new application for purposes of the time limits set forth in Chapter, unless otherwise provided by application laws.
- h. **Application Fees.** Unless otherwise provided the applicable laws, all applications pursuant to this chapter shall be accompanied by the required Fees, without which the application shall be deemed incomplete.
- i. **Effect of Permit.** A permit from the authority authorizes an applicant to undertake only the activities in the Public R.O.W. specified in the application and permit, and in accordance with this chapter and any general conditions included in the permit. A permit does not authorize attachment to or use of existing poles, towers, Support Structures or other structures in the Public R.O.W.; a permittee or provider must obtain all necessary approvals from the owner of any pole, tower, Support Structure or other structure prior to

any attachment or use. A permit does not create a property right or grant authority to the applicant to interfere with other existing uses of the Public R.O.W.

- j. **Duration.** Any permit for construction issued under this chapter shall be valid for a period of 365 days after issuance, provided that the period may be extended for up to an additional 180 days upon written request for the applicant (made prior to the end of the initial 365-day period) if the failure to complete construction is as a result of circumstances beyond the reasonable control of the applicant.
- k. **Batch Permit.** An applicant may simultaneously submit no more than 25 applications for Communications Facilities, or may file a single, consolidated application covering such Communications Facilities, provided that the proposed Communications Facilities are to be deployed on the same type of structure using similar equipment and within an adjacent, related geographic area of the City. If the applicant files a consolidated application, the applicant shall pay the application fee calculated as though each Communications Facility were a separate application.

§ 17-5. APPLICATION REVIEW.

- a. **Pre-Application Meeting.** Prior to making a formal application with the City for use of the Municipal Right-of-Way, all applicants are required to meet with the City Manager, City Engineer and/or Consultant to review the scope of the applicant's proposal.
- b. All applications made under this chapter shall be processed as consistent with the "shot clocks" set forth in the Federal Communications Commission Order titled "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by the Removal of Barrier to Infrastructure Investment." WT Docket No. 17-79; WC Docket No. 170-84.
- c. The City Manager and/or his/her designees, which may include the municipal attorney, Municipal Engineer and/or Consultant shall review all applications for the placement of new poles within the Municipal R.O.W. and the placement of pole mounted antennas and pole mounted cabinets within the Municipal R.O.W. and advise the authority whether the application is complete and whether it meets the requirements of this chapter.
- d. Except as otherwise provided by applicable Laws, the authority shall within 30 days of receiving an application, notify the applicant if the application is incomplete and identify the missing information. The applicant may resubmit the completed application within 10 days without additional charge, in which case the authority shall have 30 days from receipt of the resubmitted application to verify the application is complete, notify the applicant that the application remains incomplete or, in the City's sole discretion, deny the application.
- e. The authority shall review the application and, if the application conforms with applicable provisions of Chapter, the authority shall issue the permit, subject to the standard permit requirements published by the City.

- f. The authority shall make its final decision to approve or deny the application within 60 days for a collocation of a small wireless facility to an existing structure, and 90 days to deploy a small wireless facility on a new structure, after the application is complete (or deemed complete in the event the City does not notify the applicant that the application or resubmitted application is incomplete). Review of an application to deploy a facility other than a small wireless facility using a new structure shall be decided within 150 days.
- g. Waiver. The authority may waive any siting standard set forth in Chapter where the applicant demonstrates that strict enforcement of said standard:
 - 1. Will prohibit or have the effect of prohibiting any interstate or intrastate communications service pursuant to 47 U.S.C. 253(a); or
 - (a) Will prohibit or have the effect of prohibiting personal wireless service pursuant to 47 U.S.C. 332(c)(7)(B)(i)(11); or
 - (b) Will violate any requirement set forth by the Federal Communications Commission Order entitled "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by the Removal of Barrier to Infrastructure Investment." WT Docket No. 17-79; WC Docket No. 170-84.
- h. The authority shall advise the applicant in writing of its final decision.

§ 17-6. LOCATION AND SITING.

- a. Height. No pole shall be taller than 42 feet in height including the antennas or 110% of the height of poles in the surrounding streetscape, whichever is higher.
- b. Distance from curb line. ~~No pole shall~~ The edge of the base of the pole shall not be further than 18 inches from the curb line.
- c. Location. Safety and Aesthetics. No pole shall be erected in the Public Right-of-Way unless it:
 - 1. Is replacing an existing pole with a Smart Pole, the design of which shall be subject to administrative review and approval by the City;
 - 2. Is approved by the authority and the authority's Radio Frequency Engineer, including the design thereof;
 - 3. Is located entirely within the Public Right-of-Way;

4. Is at least 500 linear feet from any other existing pole or proposed pole which is used to support a Small Wireless Facility;
 5. Is not located in an area with underground utilities, as determined by the City;
 6. Does not inhibit any existing sight triangles, as determined by the City;
 7. Allows adequate room for the public to pass and re-pass across the right-of-way, as determined by the City, and complies at a minimum with federal Americans With Disabilities Act ("ADA") standards;
 8. Is a Smart Pole, the design of which shall be subject to administrative review and approval by the City; ~~and~~
 - ~~9. Is placed within a twenty five foot radius of those specific locations set forth on the City's Wireless Siting Plan, which can be found on file with the Office of the City Clerk.~~
 9. Is shown to the satisfaction of the City's Radio Frequency Engineer to be needed in order to provide adequate coverage or capacity for wireless services for the public, and is shown to the satisfaction of the City's Radio Frequency Engineer that collocation on an existing pole is not reasonably feasible; and
 10. Is shown that the applicant is prepared to construct the communications facility or pole at the designated location(s) set forth in the application within a period of time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City, or that the applicant has entered into an agreement with another wireless services provider that is prepared to construct the communications facility or pole at the designated location set forth in the application within a period of time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City.
- d. Any claim by applicant of technical incompatibility, inability to use existing structure, or inability to collocate must be scientifically demonstrated by the applicant, not disproved by City. Validity of said claims by applicant is reserved within the sole discretion of City.
 - e. No sign or artificial lighting shall be permitted on any pole, support structure, or Small Wireless Facility, including pole mounted antennas and cabinets and ground mounted cabinets, unless said sign or artificial lighting is required for safety or other reason by local, state or federal regulation, or by the FCC, Federal Aviation Administration (FAA) or other applicable authority with the capacity to promulgate regulations regarding same.
 - f. The authority requires that an applicant provide a certification from a licensed structural engineer attesting to the structural integrity of any pole mounted antenna or pole mounted cabinet.
 - g. Ground mounted equipment is prohibited.

- h. All wireless equipment associated with the pole, including the wireless equipment associated with the antenna and any preexisting associated equipment shall not be more than 28 cubic feet in volume.
- i. The provider shall upon completion of construction provide the City with as-built drawings and a map showing the location of the facility and equipment.
- j. Fewest Possible New Poles. Applicant shall use existing poles when possible for the placement of its Small Wireless Facilities and shall minimize the number of new proposed poles in the right-of-way to the fewest possible to meet the coverage and capacity requirements.
- k. Fewest Possible Small Wireless Facilities. Applicant shall minimize the number of new proposed Small Wireless Facilities in the Public Right-of-Way to the fewest possible to meet its coverage and capacity requirements and, in furtherance of same, shall collocate on existing poles and support structures whenever possible to minimize the number of required new poles.

§ 17-7. RESTORATION REQUIREMENTS.

- a. The provider, or its agent or contractor, shall restore, repair and/or replace any portion of the Public R.O.W. that is damaged or disturbed by the provider's Communications Facilities, poles or work in or adjacent to the Public R.O.W.
- b. If the provider fails to timely restore, repair or replace the Public R.O.W. as required in this subsection, the authority or its contractor may do so and the provider shall pay the authority's costs and expenses in completing the restoration, repair or replacement.

§ 17-8. REMOVAL, RELOCATION AND ABANDONMENT.

- a. Within 90 days following written notice from the Authority, the Provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any of its Communications Facilities, poles or support structures within the Public R.O.W., including relocation of above-ground Communications Facilities underground (consistent with the provisions of this chapter), whenever the City has determined, in its sole discretion, that such removal, relocation, change or alteration is necessary for the construction, repair, maintenance or installation of any City improvement, the operations of the City in, under or upon the Public R.O.W., or otherwise is in the public interest. The provider shall be responsible to the City for any damages or penalties it may incur as a result of the provider's failure to remove or relocate Communications Facilities poles or Support Structures as required in this subsection. If removal or relocation is requested by the City, the City will work in good faith to identify a suitable alternative site and such removal or relocation shall not require an additional permit.

- b. The City retains the right and privilege to cut or move any Communications Facility, Pole or, support structure located within the Public R.O.W. as the City may determine, in its sole discretion, to be necessary, appropriate or useful in response to any public emergency. If circumstances permit, the City shall notify the provider and give the provider an opportunity to move its own facilities prior to cutting or removing the Communications Facility, pole or support structure. In all cases, the City shall notify the Provider after cutting or removing the Communications Facility, pole or support structure as promptly as reasonably possible. Emergency response shall be coordinated between the City and provider to the extent practicable under the circumstances.
- c. A provider shall notify the City of abandonment of any Communications Facility, pole support, or structure at the time the decision to abandon is made, however, in no case shall such notification be made later than 30 days prior to abandonment. Following receipt of such notice, the provider shall remove its Communications Facility, pole or support structure at the provider's own expense, unless the City determines, in its sole discretion, that the Communications Facility, pole or support structure may be abandoned in place. The provider shall remain solely responsible and liable for all of its Communications Facilities, poles and support structures until they are removed from the Public R.O.W. unless the City agrees in writing to take ownership of the abandoned Communications Facilities, poles or support structures. The provider shall remain liable for annual ROW occupancy fee for balance of term.
- d. If the provider fails to timely protect, support, temporarily or permanently disconnect, remove, relocate, change or alter any of its Communications Facilities, poles or support structures or remove any of its abandoned Communications Facilities, poles or support structures as required in this subsection, the City or its contractor may do so and the Provider shall pay all costs and expenses related to such work, including any delay damages or other damages the City incurs arising from the delay.

§ 17-9. FEES.

- a. Application Fees. All applications for approval and issuance of a R.O.W. permit pursuant to this chapter shall be accompanied by a fee as follows:
 - 1. For applications that do not include the installation of any new structures within a Public Right-of-Way, the application fee shall be \$500 for up to five Communications Facilities with an additional \$100 for each Communications Facility beyond five.
 - 2. For applications that include the installation of a new structure within a Public Right-of-Way, the application shall be \$1,000 for up to five Communications Facilities with an additional \$100 for each Communications Facility beyond five.
- b. Other Annual Fees: No pole attachment fees will be assessed by the City unless and until an applicant applies for pole attachment to a City owned pole. As per FCC guidance, an annual fee of \$270 per small wireless facility or per pole, per applicant, shall apply and

be paid in full up front and on an annual basis on or before January 1 of each year the small wireless facility or pole is in service. A pro-rata amount may be paid the first year, if the small wireless facility or pole is put in service on any date after January 1.

§ 17-10. ESCROW FEE FOR THIRD-PARTY PROFESSIONALS AND CONSULTANTS.

- a. In addition to the application fee, all applications for approval and issuance of a R.O.W. permit shall be accompanied by an initial escrow fee as follows:
 1. For applications whose proposed Communications Facility deployment(s) will not require a street opening permit: \$5,000.
 2. For applications whose proposed Communications Facility deployment(s) will require a street opening permit: \$7,500.
- b. The escrow account deposits are required to pay for the costs of professional services, including engineering, planning, legal and other third-party professional consulting expenses connected with the review of submitted materials, including any traffic engineering review or other special analyses related to the City's review of the materials submitted by the applicant and the preparation of any reports or any necessary legal agreement regarding Public Rights-of-Way use. An applicant is required to reimburse the City for all fees, costs and expenses of third-party professionals and consultants incurred and paid by the City for the review process of a R.O.W. permit application, such as, but not limited to:
 1. Professional fees for reviews by third-party professionals or consultants of applications, plans and accompanying documents;
 2. Issuance of reports or analyses by third-party professionals or consultants to the City setting forth recommendations resulting from the review of any documents submitted by the applicant;
 3. Charges for any telephone conference(s) or meeting(s), including travel expenses, requested or initiated by the applicant, the applicant's attorney or any of the applicant's experts or representatives;
 4. Review of additional documents submitted by the applicant and issuance of reports or analyses relating thereto;
 5. Review or preparation of R.O.W. Use agreements, easements, deeds, right-of-way municipal consent ordinances or resolutions and any and all other like or similar documents; and
 6. Preparation for and attendance at all meetings by third-party professionals or consultants serving the City, such as the Municipal Attorney, City Engineer, City Planner, Consultant and/or other experts as required.

- c. The escrow account deposits shall be placed in a separate account by the City's Chief Financial Officer at the request of the City Clerk and an accounting shall be kept of each Applicant's deposit. Thereafter:
1. All third-party professional or consultant fees, costs, expenses and charges shall be paid from the escrow account and charged to the applicant;
 - (a) Third-party professional or consultant fees shall not be disbursed from escrow if they are for a service performed in the context of an identical paid service between applicant and same third-party who may otherwise be entitled to said fees.
 2. Upon either final denial of a R.O.W. permit application or upon issuance of a R.O.W. permit, any moneys not expended for third-party professional or consulting services shall be returned to the applicant within 90 days upon written request by the applicant and as authorized by the City Council;
 3. If at any time during the application process 75% of the money originally posted shall have been expended, the applicant shall be required to replenish the escrow deposit to 100% of the amount originally deposited by the applicant;
 4. No R.O.W. permit application shall be considered complete until such time as the required escrow fee has been posted to guarantee payment of third-party professional or consultant fees, costs, expenses and charges;
 5. All payments charged to the escrow deposit shall be pursuant to vouchers from the third-party professionals or consultants stating the hours spent, the hourly rate and the fees, costs, expenses and charges incurred;
 6. Third-party professionals and consultants submitting charges pursuant to this section shall be permitted to charge for such services at the same rates as they would charge their private clients for like or similar work provided that:
 - (a) Professional fees are billed at rates that do not exceed such professional fees as are customarily charged by other like professionals and consultants performing similar work within Monmouth County; and
 - (b) Out-of-pocket costs, expenses and charges are billed on a dollar-for-dollar basis with no mark-up being permitted;
 7. The City shall render a written final accounting to the applicant on the uses to which the escrow deposit was put. The written final accounting shall include copies of all vouchers that were submitted by third-party professionals and consultants and paid by the City.

§ 17-11. PERMITTED USE.

Notwithstanding anything else in the Code of the City of Asbury Park, the installation of Communication Facilities and associated equipment in the Public Right-of-Way either on existing

or new poles are permitted and considered a permitted use if the demonstration of need to the satisfaction of the City's Radio Frequency Engineer is presented and also if a Right-of-Way Use Agreement is entered into and if a Right-of-Way Permit is obtained pursuant to this chapter.

§ 17-12. GOVERNANCE OF DEPLOYMENTS OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.

This chapter is intended to govern the installation, placement, maintenance, modification, upgrade and repair of Communications Facilities, including Small Wireless Facilities, in the Public Right-of-Way. The placement of telecommunications equipment outside of the Public Right-of-Way shall be governed by the applicable codes and ordinances of the City, including the provisions of Special Conditions for Wireless Telecommunications Towers and Antennas.

§ 17-13. PREEXISTING SITES AND MUNICIPAL AGREEMENTS.

- a. Any Communications Facilities in the Public Rights-of-Way existing at the time of the adoption of the provisions of this chapter, whether or not a Right-of-Way Use Agreement exists or is in force and effect with regard to same, shall be required to comply with the provisions of this chapter.
- b. Any Right-of-Way Use Agreements entered into between the City and any provider regarding Communications Facilities in the Public Rights-of-Way shall be required to conform to the provisions and standards of this chapter. To the extent the provisions of any existing such agreement conflict with this chapter, said provisions, at the discretion of the City, shall be replaced and superseded by the applicable terms of this chapter.

§ 17-14. NEW JERSEY ONE CALL.

In addition to compliance with the applicable provisions of this chapter, prior to the start of any installation of poles, Support Structures, Small Wireless Facilities or other Communications Facilities that requires excavation, applicant shall contact New Jersey One Call at 811 at least three full business days prior to the commencement of work.

§ 17-15. VIOLATIONS OF THIS CHAPTER.

Violation of any of the provisions of this chapter shall be a citation punishable with a civil penalty of \$500 for each violation which continues more than 10 days after written notice of such violation is provided to the person or applicant. Each day, after such notice, that a violation occurs or is permitted to exist by the person or applicant constitutes a separate offense.

Section 2. 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.

Section 3. 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.

Section 4. An emergency is hereby declared so that the provisions of this Ordinance shall take effect immediately following its adoption, rather than twenty (20) days after its final passage, per N.J.S.A. 40:69A-181(b).

I, 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. 2023-28 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023

LISA ESPOSITO
CITY CLERK

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2023-24**

**BOND ORDINANCE AMENDING AND SUPPLEMENTING
BOND ORDINANCE NUMBER 2021-36 (WHICH PROVIDES
FOR VARIOUS 2021 CAPITAL IMPROVEMENTS)
HERETOFORE FINALLY ADOPTED BY THE CITY
COUNCIL OF THE CITY OF ASBURY PARK, IN THE
COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON
JANUARY 26, 2022, AS AMENDED AND SUPPLEMENTED,
TO INCREASE THE APPROPRIATION BY \$165,000**

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

SECTION 1. The bond ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"), heretofore finally adopted by the City Council thereof on January 26, 2022, numbered 2021-36 and entitled, "BOND ORDINANCE AMENDING BOND ORDINANCE 2016-16 AND BOND ORDINANCE 2018-4 EACH HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE "CITY"), ON APRIL 27, 2016 AND FEBRUARY 28, 2018, RESPECTIVELY, TO REAPPROPRIATE THE AGGREGATE AMOUNT OF \$447,220 AND REAUTHORIZE BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922; AND PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS IN THE CITY APPROPRIATING \$2,489,850 THEREFOR (INCLUDING A GRANT FROM THE STATE OF NEW JERSEY IN THE AMOUNT OF \$175,000 AND THE REAPPROPRIATION OF \$447,220) AND AUTHORIZING THE ISSUANCE OF \$2,204,617 BONDS OR NOTES (INCLUDING THE REAUTHORIZATION OF BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922) OF THE CITY TO FINANCE PART OF THE COST THEREOF" (the "Original Ordinance"), which Original Ordinance is hereby amended and supplemented to the extent and with the effect, as follows:

SECTION 2. The appropriation set forth in Section 5(a)(i) of the Original Ordinance is hereby increased by \$165,000 from \$1,690,183 to \$1,855,183 for the improvements or purposes set forth therein to reflect the reward of grant monies received from the Federal American Rescue Plan (the “ARP Grant”), which grant is in addition to the Grant already referred to in the Original Ordinance in Section 5(a)(i) of \$175,000 from the State of New Jersey Urban Enterprise Zone Program. The total appropriation of the Original Ordinance, as amended and supplemented hereby, is increased from \$2,489,850 to \$2,654,850.

SECTION 3. Except for the ARP Grant, in the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City for the improvements and purposes authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. Except for the ARP Grant, in the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose.

SECTION 4. The Capital Budget of the City is hereby amended, as necessary, to conform with the provisions of this amendatory and supplemental bond ordinance and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs (the “Director of the Division of Local Government Services”), will be on file in the office of the Clerk and will be available for public inspection.

SECTION 5. Except as expressly amended and supplemented hereby, the Original Ordinance shall remain in full force and effect.

SECTION 6. This bond ordinance shall take effect twenty (20) days after the first publication thereof as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED: June 14, 2023

LISA ESPOSITO,
Clerk of the City of Asbury Park

ADOPTED ON SECOND READING
DATED: June 28, 2023

LISA ESPOSITO,
Clerk of the City of Asbury Park

DATED: June 28, 2023

LISA ESPOSITO,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2023

JOHN MOOR,
Mayor of the City of Asbury Park



Minutes
Meeting of the Municipal Council
Wednesday, June 28, 2023
REGULAR MEETING

Executive Session - 4:00 p.m.

2023-320 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	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	
Lisa Esposito	City Clerk	Present	
Anthony Cucci	Deputy City Clerk	Absent	

City Clerk Lisa Esposito called the meeting to order at 6:08 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:

Matters from City Council

Council member Ahbez-Anderson stated, I do not have any announcements, but I would like to say good evening to all of you and to wish you all a very safe and happy Fourth of July.

Council member Chapman stated, The City of Asbury Park is going to program some music by the Lake House Music Academy students at the food trucks at Seventh Avenue and the boardwalk which will run through July. Also, there are free concerts, those will be on Friday. There are free concerts Monday in Springwood Park, Tuesday at the Turf Club, Wednesday at the MOGO space on the boardwalk, Thursday at the band shell above Robinson's Ale House, and I hope everyone comes out to support our young and established musicians and listen to some free music.

Council member Clayton stated, I do not have anything, I just hope to see everybody out for fireworks on July 3rd and a Happy Fourth of July too.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, Happy Fourth of July everybody. Be safe, let's hope we get some sun for the summer.

Matters from City Manager

City Manager, Donna Viero 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 Ahbez-Anderson and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Sylvia Sylvia made a comment about a ribbon cutting and grand opening at an ice cream shop on First Avenue, between Memorial Avenue and Main Street on Saturday at 11:000 AM; Hugh Giordano made a comment regarding cannabis dispensaries; Rita Marano made a comment about the Environmental Shade Tree Commission and flag etiquette; Ikee Reading made a comment about food trucks.

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

1. Municipal Council- Executive Meeting June 14, 2023 4:00 PM
2. Municipal Council - Regular Meeting - Jun 14, 2023 6:00 PM

CONSENT AGENDA RESOLUTIONS

Council member Chapman abstained from Music Mondays in Springwood Park Application.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Amy Quinn

2023-321 Resolution Approving Special Event Applications

2023-322 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opioid Settlement Proceeds

2023-323 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Additional Senior Center Grant ARP Funding

2023-324 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Clean Communities Grant

2023-325 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Sustainable Jersey Grant

2023-326 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - North to Shore Music Festival

2023-327 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Current Fund Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - American Rescue Plan

- 2023-328 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Current Fund Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - American Rescue Plan
- 2023-329 Resolution to Refund Overpaid Property Taxes 3705/7.302 C0030 304 Deal Lake Dr, Unit 30
- 2023-330 Resolution To Cancel And Refund Sewer Connection Fees For Block 4201 Lot 4
- 2023-331 Resolution to Adjust Sewer Charges on Various Accounts
- 2023-332 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Georg EE, Inc.-d/b/a/ Georgies in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-333 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Espinosa Inc. in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-334 Resolution Approving 2023-2024 Liquor License Renewal for 1303-33-013-002 Asbury Landmark Liquor LLC (Pocket)
- 2023-335 Resolution Approving 2023-2024 Alcoholic Beverage Control License for CitiSupermarket Corp LLC d/b/a/ CitiSuperMarket in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-336 Resolution Approving 2023-2024 Alcoholic Beverage Control License for GTJM, Inc. in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-337 Resolution Approving 2023-2024 Alcoholic Beverage Control License For Asbury Pub , LLC-D/B/A Homesick In The City Of Asbury Park, County Of Monmouth, New Jersey

INDIVIDUAL RESOLUTIONS

- 2023-339 Resolution Approving Payment of Bills

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

- 2023-340 Resolution Authorizing the Purchase of Case Management for Social Services

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

2023-341 Resolution Authorizing the Purchase Two New Yamaha Viking ATV's for the Beach Department

RESULT:	ADOPTED [4 TO 1]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Amy Quinn

2023-342 Resolution Authorizing the Repairs to the 2018 Ford Explorer Police Interceptor Vehicle #10

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

2023-343 Resolution Authorizing the Replacement of Two Chilled Water Pumps at the Municipal Building

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

2023-344 Resolution Authorizing the Annual Renewal of Vector Scheduling Software for the Fire Department.

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

2023-345 Resolution Authorizing a Renewal Agreement with Passport Labs, Inc. for a Mobile Parking Application

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

2023-346 Resolution Entering Into a Memorandum of Agreement with the County of Monmouth For the Provisions of Public Local Health Services

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

2023-347 Resolution Awarding a Contract for Professional Environmental Services for EPA Cleanup Grant

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

2023-348 Resolution Authorizing a Professional Services Contract to The Rodger's Group (Lexipol) for Police Training

RESULT:	TABLED [UNANIMOUS]
	Next: 7/12/2023 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023-349 Resolution Authoring a Professional Services Contract for Sewer Connection Fee Study

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

2023-350 Resolution Authorizing Deposit of Funds for Rideshare Program with EZ Ride

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

2023-351 Resolution Approving Change Order 4 for Memorial Drive Improvements Project

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

2023-352 Resolution to Amend Resolution #2023-310 Awarding Contract for Professional Service of Analysis of Impediments to Fair Housing Choice

RESULT:	TABLED [UNANIMOUS]
	Next: 7/12/2023 6:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023-353 Resolution Authorizing an Employment Agreement Between the City of Asbury Park and The Deputy Chief of The Asbury Park Police Department

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

2023-354 Resolution Authorizing the Submission of a Grant Application to The Monmouth County Open Space Grants Program for Improvements to Deal Lake Park

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

2023-355 Resolution to Authorizing the Submittal of a Grant Application for a 2023 New Jersey American Water Company Fire & EMS Grant

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

2023-356 Resolution To Restate And Add Roth Provision For An Existing Deferred Compensation Plan

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

2023-357 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into a Third Amendment of the Subsequent Developer Agreement with K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC and K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC to Extend the Outside Approvals Date in Connection with the Development of Property Located at Block 4003, Lots 1, 2, and 16 and Block 4003, Lots 12, 13, and 14

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

2023-358 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into a Recognition Agreement with AP Block 4001 Lender LLC as the Mezzanine Lender for AP Block 4001 Venture Urban Renewal, LLC in connection with the Development of Property Located at Block 4001, Lots 2.01, 2.02, and 2.03

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

2023-359 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into an Estoppel and Recognition Agreement with AP Block 4001 Lender LLC as the Mezzanine Lender for AP Block 4001 Venture Urban Renewal, LLC in connection with the Development of Property Located at Block 4001, Lots 2.01, 2.02, and 2.03

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

2023-360 Resolution Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey Amending And Restating Resolution Number 2023-248 And Duly Adopted May 24, 2023 And Entitled, “Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$1,500,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By K. Hovnanian’s Baltic At Asbury Park Urban Renewal, LLC And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013” To Increase The Not To Exceed Authorization From \$1,500,000 To \$2,000,000 Of Additional Non-Recourse Redevelopment Area Bonds (Waterfront Redevelopment Area Infrastructure Project)

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

2023-361 Resolution Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey Amending And Restating Resolution Number 2023-249 And Duly Adopted May 24, 2023 And Entitled, “Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$2,000,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By K. Hovnanian’s Aegean At Asbury Park Urban Renewal, LLC And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013” To Increase The Not To Exceed Authorization From \$2,000,000 To \$3,500,000 Of Additional Non-Recourse Redevelopment Area Bonds (Waterfront Redevelopment Area Infrastructure Project)

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

2023-362 Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$2,000,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By K. Hovnanian’s Cove At Asbury Park Urban Renewal, LLC And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013

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

2023-363 Resolution of The Mayor And Council of The City of Asbury Park, Acting As The Redevelopment Entity, Authorizing A Temporary Cellular Installation On The Northwest

Portion of Block 4306, Lot 2 And The Northeast Corner Of Block 4105, Lot 4 Within The Waterfront Redevelopment Area

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

2023-364 Resolution Establishing Certain Rules, Regulations And Policies With Regard To The Leasing Of Seasonal Beach Lockers By The Public

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

2023-365 Resolution to Approve a Place to Place Transfer of AP Restaurant V LLC Plenary Retail Distribution License Number 1303-33-044-016 (Pocket License) to a Location of 800 Ocean Avenue (First Pavilion) Space Number 111 to 115, Asbury Park, New Jersey

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

2023-366 Resolution Authorizing Proration Of Residential Permit Parking Fee For Those Residents Affected By Ordinance No. 2023-12

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

2023-338 A Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC d/b/a Porta for the 2032-2024 Licensing Year

RESULT:	ADOPTED [4 TO 1]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
NAYS:	Angela Ahbez-Anderson

ORDINANCES

Introduction

2023-25 BOND ORDINANCE AMENDING AND SUPPLEMENTING BOND ORDINANCE NUMBER 2022-08 (WHICH PROVIDES FOR TRANSPORTATION UTILITY IMPROVEMENTS) HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON JUNE 8, 2022, TO INCREASE THE APPROPRIATION BY

\$600,000 AND TO INCREASE THE AUTHORIZATION OF BONDS OR NOTES BY \$600,000

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 7/12/2023 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023-26 Ordinance of The City of Asbury Park Authorizing The Execution of A Financial Agreement With Toll Asbury Park Urban Renewal, LLC And Granting A Tax Exemption for property known as Block 3101, Lot 1 (407 Lake Avenue)

RESULT:	INTRODUCED [4 TO 1]
	Next: 7/12/2023 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Amy Quinn

2023-27 Ordinance of The City Of Asbury Park, In The County Of Monmouth, State of New Jersey, Providing For The Special Assessment of The Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility And Other Infrastructure Improvements On Block 3103, Lot 1 Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 7/12/2023 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023-28 Ordinance Amending And Supplementing Chapter 17, Entitled "Communication Facilities Right-Of-Way Permits," Of "The Code Of The City Of Asbury Park"

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 7/12/2023 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading/ Public Hearing

2023-24 BOND ORDINANCE AMENDING AND SUPPLEMENTING BOND ORDINANCE NUMBER 2021-36 (WHICH PROVIDES FOR VARIOUS 2021 CAPITAL IMPROVEMENTS) HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON JANUARY 26, 2022, AS AMENDED AND SUPPLEMENTED, TO INCREASE THE APPROPRIATION BY \$165,000

A motion to open 2023-24 to the public was made by Council member Clayton and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2023-24 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 7:20 PM

A motion to close the meeting was made by Council member Ahbez-Anderson and seconded Council member Chapman. Meeting adjourned at 7:20 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk