



Agenda
Meeting of the Municipal Council
Wednesday, July 10, 2019
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 2, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items for Review:

- A. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- B. Special Event Applications
- C. Items to be presented by:
- D. Review of Agenda Items for July 10, 2019 Regular Meeting
- E. Matters from City Council
- F. Matters from City Manager
- G. Matters from City Attorney
- H. Regular Meeting begins at 7 p.m.



Agenda
Meeting of the Municipal Council
Wednesday, July 10, 2019
REGULAR MEETING 7:00 PM

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

2019-242 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Subsequent Redeveloper's Agreement in WRA for 215 First Avenue-Regional Development Group.
2. Amendments to Waterfront Redevelopment Agreement (WRA) and Infrastructure Component Agreement-iStar Financial.

B. Attorney-Client Privilege

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

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

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 2, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Municipal Council - Work Session - Jun 26, 2019 6:00 PM
- Municipal Council - Regular Meeting - Jun 26, 2019 7:00 PM

G. Consent Agenda Resolutions

All matters listed on the Consent Agenda are presented collectively to the City Council, and will be considered for approval with one vote. These matters are considered to be routine in nature, and there will be no individual discussion of these items. If discussion is desired by one or more Council member(s) as to any particular item(s), then said item(s) shall be removed from the Consent Agenda and considered separately.

2019-243 Resolution Approving Special Event Applications

2019-244 Resolution Authorizing Purchase of Ammunition for the Police Department

2019-245 Resolution to Refund Overpaid Taxes Due to a Tax Court Judgment Block 3202 Lot 11 700 Grand Avenue

2019-246 Resolution Authorizing the Disposition of Surplus Property - Electronics

2019-247 Awarding Bid for the Opticom (or Equivalent) GPS Preemption & Activated Traffic System

2019-248 Authorizing the City of Asbury Park to Enter Into a Memorandum of Understanding ("MOU") with AT&T

2019-249 Authorizing the City of Asbury Park to Enter Into a Memorandum of Understanding ("MOU") with Verizon

H. Individual Resolutions

2019-250 Resolution Approving Payment of Bills

2019-251 Authorizing the Execution of a "Use and License Agreement" With SHN Festivals, LLC, and Related Documents, Concerning a Live Cultural Music and Art Festival to be Held in a designated Portion of the Asbury Park Waterfront Area

2019-252 Authorizing a Professional Services Contract to T&M Associates to Prepare Documents for the proposed North End Boardwalk improvements

2019-253 Resolution Authorizing Change Order Number 1 to Monmouth County for Road Repaving.

2019-254 Resolution Approving Appointments to the City of Asbury Park Green Team

2019-255 Appointing Members to The Zoning Board of Adjustment of the City of Asbury Park

2019-256 A Resolution Of The Mayor And Council Of The City of Asbury Park, Acting As The Redevelopment Entity, Granting Conceptual Approval To Regional Development Group, LLC Regarding residential development on Block 3901, Lot 11; 215 First Avenue, And Referring The Matter To The Planning Board For Appropriate Approvals

2019-257 Resolution of the Mayor and City Council of the City of Asbury Park Referring Proposed Amendment to the Scattered Site Redevelopment Program 1A Redevelopment Plan to The City of Asbury Park Planning

Board, and Directing the Planning Board to Take Certain Actions Pursuant to N.J.S.A. 40A:12A-7(e).

- 2019-258 Resolution of the Mayor and City Council of The City of Asbury Park to enter into A Subsequent Developer Agreement with Regional Development Group, LLC for the development of property located at Block 3901, Lot 11 (215 First Avenue)
- 2019-259 Resolution Authorizing The City of Asbury Park To Grant An Assignable License To Permit An Encroachment Over A Certain Portion Of The Right-Of-Way Area (Air Space) Adjacent To The Property Located At 306 (A/K/A 308) Main Street (Block 2508, Lot 9), and To Execute a License Agreement Associated Therewith.
- 2019-260 Resolution Approving 2019-2020 Alcoholic Beverage Control License For Asbury Music Company a/k/a The Saint in the City of Asbury Park, County of Monmouth, New Jersey
- 2019-261 Resolution Approving a Liquor License #1303-32-038-006 for Ohana Kitschen Company For The 2019-2020 License Term

I. Ordinances

1. Introduction

- 2019-22 Authorizing the City of Asbury Park to Convey an Easement Over a Certain Portion of the Right-Of-Way Area (Air Space) Adjacent to the Property Located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey (Block 2508, Lot 9)
- 2019-30 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations
- 2019-31 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations (Chapter VII) Designating Parking for Electric or Plug-In Hybrid Vehicles

2. Second Reading/Public Hearing

- 2019-24 An Ordinance Amending Chapter V Beach, Boardwalk and Beachfront Regulations Policy” of the “Code of the City of Asbury Park, New Jersey.”
- 2019-25 An Ordinance Authorizing the City Of Asbury Park to Acquire The Real Property Located At 929 Asbury Avenue, Asbury Park, New Jersey (Block 403, Lot 11), For the Location Of A New Firehouse and Associated Facilities.
- 2019-27 Ordinance of the City of Asbury Park Amending Chapter III Establishing Section 3-39: Use of Electric Scooters
- 2019-28 Ordinance of the City of Asbury Park Amending Chapter VIII Establishing Article IV: Valet Parking

J. Adjournment

**RESOLUTION NO. 2019-242****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 July 10, 2019 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. Subsequent Redeveloper's Agreement in WRA for 215 First Street - Regional Development Group
2. Amendments to Waterfront Redevelopment Agreement (WRA) and Infrastructure Component Agreement-iStar Financial.

B. Attorney Client Privilege:

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

MELODY HARTSGROVE
DEPUTY CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, June 26, 2019
WORK SESSION

Announcement by the City Clerk

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

called the meeting to order at 6:45 PM.

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

Special Event Applications

Leesha Floyd was present to review special event applications.

Items to be presented by Director of Planning Michele Alonso

1. Presentation by Michele Alonso, Director of Planning and Redevelopment, on removal of 405 Sewell Avenue (Block 3202, Lot 9) from the Scattered Site Redevelopment Program Phase 1A Redevelopment Plan

City Planner Michele Alonso presented to Council the request of a property owner at 405 Sewall Avenue to be removed from the Scattered Sites Redevelopment Plan 1A.

Review of Agenda Items for June 26th Regular Meeting

City Manager Capabianco reviewed the agenda for this evenings meeting.

Matters from City Council

Council Member Chapman stated that Music Mondays at Springwood Park has begun and will run until August 27th. There will be Fireworks on July 4th at the 2nd & 4th Avenue at 9:00 pm with a rain date of July 5th.

Council Member Clayton stated that the Board of Education is holding a Budget Meeting and encouraged residents to attend to learn about the Budget process.

Council Member Kendle stated that Movies in the Park will begin on July 3rd at the Springwood Park starting approximately around 8:30 PM it was a great event last year.

Deputy Mayor Quinn stated that Guest Parking Permits are now available, for questions contact the Parking Office or parking@cityofasburypark.com

Matters from City Manager

City Manager Capabianco had no matters.

Matters from City Attorney

City Attorney Raffetto had no matters.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Jun 26, 2019 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, June 26, 2019
REGULAR MEETING

Executive Session - 4:00 p.m.

2019-229 Resolution Authorizing a meeting which excludes the public

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

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

called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

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

The Following members of the public spoke: Ernest Mignoli, Jay Harmon, Louise Murray Chris Georges, Rita Marano, Max LaCroix and Madaline Monaco.

MINUTES

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

1. Executive Minutes of June 12, 2019 4:00 PM
2. Municipal Council-Work Session-June 12, 2019 6:00 PM
3. **Motion to:** Municipal Council-Regular Meeting-June 12, 2019 7:00PM **Adopted**

CONSENT AGENDA RESOLUTIONS

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

- 2019-230 Award of Valet Parking Services for the City of Asbury Park
- 2019-231 Resolution Awarding a Professional Service Contract to Further Public Art
- 2019-241 Resolution Approving Special Event Applications

INDIVIDUAL RESOLUTIONS

- 2019-232 Resolution Approving Payment of Bills
- Council Member Clayton is abstaining on 19-01919

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

- 2019-233 Rescinding Resolution 2019-219 and Authorizing the Purchase of an ATV for the Beach Department from Mt. Holly MotorSports

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

- 2019-234 Resolution Authorizing the Purchase of a Table-Top Tire Changer for the Department of Public Works

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

2019-235 Appointing the Firm of Kyle + McManmus Associates to Provide Affordable Housing Consultant Services for the City, and Authorizing the Execution of an Agreement for Professional Affordable Housing Services Associated Therewith.

Appointing the Firm of Kyle + Mcmanus Associates to Provide Affordable Housing Consultant Services for the City, and Authorizing the Execution of an Agreement for Professional Affordable Housing Services Associated Therewith.

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

2019-236 Resolution Authorizing Change Order Number 1 for the Construction of Basketball Court Project

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

2019-237 Resolution Authorizing the City of Asbury Park To Grant A Revocable License For Encroachment Over Certain Portions Of The Right-Of-Way Areas Adjacent To The Property Located At 623 Main Street And 810 Sewall Avenue (Block 2607, Lot 2), And Authorizing City Officials To Execute A License Agreement Associated Therewith.

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

2019-238 Resolution Approving 2019-2020 Liquor License Renewals

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

2019-239 Resolution to Approve Applying for Involuntary Disability Retirement for Kamil Warraich

RESULT:	TABLED [UNANIMOUS]
	Next: 7/24/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-240 Resolution Approving 2019-2020 Liquor License Renewal for 1303-33-017-012
Steinbach Liquor Lic. LLC Trading as Asbury Ale House

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

ORDINANCES

Introduction

2019-22 Authorizing the City of Asbury Park to Convey an Easement Over a Certain Portion of the Right-Of-Way Area (Air Space) Adjacent to the Property Located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey (Block 2508, Lot 9)

RESULT:	TABLED [4 TO 1]
	Next: 7/10/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2019-26 An Ordinance Amending Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

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

2019-27 Ordinance of the City of Asbury Park Amending Chapter III Establishing Section 3-39: Use of Electric Scooters

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 7/10/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-28 Ordinance of the City of Asbury Park Amending Chapter VIII Establishing Article IV: Valet Parking

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 7/10/2019 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Minutes Acceptance: Minutes of Jun 26, 2019 7:00 PM (Minutes)

2019-29 An Ordinance Amending Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

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

New Section

Second Reading/Public Hearing

2019-25 An Ordinance Authorizing the City Of Asbury Park to Acquire The Real Property Located At 929 Asbury Avenue, Asbury Park, New Jersey (Block 403, Lot 11), For the Location Of A New Firehouse and Associated Facilities.

RESULT:	TABLED [UNANIMOUS]
	Next: 7/10/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 8:00 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Jun 26, 2019 7:00 PM (Minutes)



RESOLUTION NO. 2019-243

**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 July 10, 2019 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Big Splash-Family Fun Day 2019

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-243 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 11th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: BIG Splash 2019 - Family Fun Day

DATE(S): July 27, 2019 Rain Date: _____

HOURS OF EVENT: From 11AM To: 8:00PM
SETUP 7AM Public - FREE EVENT

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

BRAADLEY PARK

Name of Applicant/Organization: FROM JERSEY WITH LOVE

Address: 115 Dewitt Ave ASBURY PARK NJ 07712

Contact: Curtis MORELAND Phone: 732 984-0511 OFFICE: 481-99

Fax: 630-451 3612 Email: _____

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: WATER SLIDES
DUNK TANK - BOUNCE Houses - MOBILE STAGE - VENDORS

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

Attachment: big splash 2019 (2019-243 : Special Event Applications)

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: _____

ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES X NO _____ IF YES, HOW MUCH \$150 FOOD 100 NON-FOODWILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS: CLEAN UP STAFF SECURITYTRAFFIC CONTROL ALL PROVIDED THUR FROM JERSEY
WITH LOVEDESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: FMT - POLICENOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Curtis J Moreland
Signature of ApplicantJune 21 2019
DateCurtis J Moreland
Print Name of Applicant

For Special Events Office Use only:

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



RESOLUTION NO. 2019-244

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

RESOLUTION AUTHORIZING PURCHASE OF AMMUNITION FOR THE POLICE DEPARTMENT

WHEREAS, the City of Asbury Park ("City") has a need to purchase ammunition and for the Police Department; and

WHEREAS, the City has obtained the attached quotes totaling \$13,418.88:

- Eagle Point Gun Shop in the amount of \$13,418.88 on State Contract #17-FLEET-00721, T0106

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$13,418.88; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 9-01-25-240-000-221. 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 the purchase of ammunition for the Police Department in the amount of \$13,418.88 and a copy of this Resolution shall be provided to the Chief of Police, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, Deputy 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. 2019-244 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 11th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

Thomas J. Morris III
Eagle Point Gun/T.J.Morris & Son
1707 Third Street
Thorofare, New Jersey 08086
PH 856-848-6945
FX 856-384-2938
EM majortjmorrisiii@comcast.net

19JUN19

Hello Daniel,

Pursuant to your below and attached Requests, the following official written letterhead quotation is provided. The ammunition prices are Federal Excise Tax exempt for State/County/Municipal purchase. There is no Federal Excise Tax on paper and cardboard targets. The items quoted on are factory new by Federal Cartridge, CCI/Speer, and Speedwell Target. There is no minimum or maximum order BUT ammunition and targets must be ordered in full case/bundle lots and I have quoted by the case/bundle. While I used the quantities indicated in your Request to give you totals, should you decide on different quantities, just use the Unit prices provided to determine your new totals. All prices include the freight, tailgate delivery, and would normally be a drop ship direct from the Manufacturer to your Department location in New Jersey. Delivery times for factory drop ships of ammunition have been running 30-120 days ARO for most items and vary per item. Delivery times for factory drop ships of paper and cardboard targets have been running 3-21 days ARO for most items and also vary per item. In stock items may also be picked up here at the same prices and I will indicate what is in stock as of this evening BUT my inventory changes on a daily basis. Federal Cartridge ammunition and Speedwell Target prices are pursuant to New Jersey State Contract #17-FLEET-00721, T # T0106, Line #'s 3 (Federal Ammunition) and 36 (Speedwell Targets), went into effect on 15MAY19 (yesterday), and should remain in effect through at least 15MAY20 when the Manufacturers have the right to request their next price increase. I do not have the current New Jersey State Contract for CCI/Speer so those prices are just a quote BUT they should be below the current New Jersey State Contract prices. They are also good through at least 15MAY20. Not sure if we sell the chamber flags/blocks or not as the guys handle those types of things. Call tomorrow and ask for Tim.

.40 cal. 165gr. Gold Dot Hollow Point CCI/Speer #53970 @ \$326.00 per case of 1,000 rds. X 12,000 rds. (12 cases) = \$3,912.00. In Stock.

R-002553

.40 cal. 180gr. TMJ Reduced Lead Federal American Eagle #AE40N1 @ \$278.32 per case of 1,000 rds. X 20,000 rds. (20 cases) = \$5,566.40. In Stock.

IALEFI-Q CB Cardboard Targets by Speedwell @ \$76.44 per bundle of 100 targets X 1,000 targets (10 bundles) = \$764.40. O/S

.223 cal. 55gr. FMJ BT Federal American Eagle #AE223/AE223J @ \$150.92 per case of 500 rds. X 4,000 rds. (8 cases) = \$1,207.36. In Stock.

.223 cal. 55gr. Trophy-Bonded Tactical Soft Point Federal #LE223T1 @ \$246.09 per case of 200 rds. X 1,600 rds. (8 cases) = \$1,968.72. In Stock.

If the above five items were ordered in the indicated quantities, your total would be \$13,418.88.

The above are what you asked about. Let us know what you want to do and feel free to contact us if we can ever be of service in the future. We appreciate your business!!

We sell Federal Cartridge ammunition, Speedwell paper/plastic/cardboard/metal targets, CCI/Speer ammunition, Hornady ammunition, PMC ammunition, PolyFrang ammunition, Wolf ammunition (762X39 and 762X54R only), Dummy Training Rounds, Winchester and Federal Lake City and RWS/RUAG and Fiocchi blank ammunition, Remington ammunition and firearms and firearms accessories, Sig Sauer firearms, Benelli firearms, Walther firearms, Heckler & Koch firearms, Savage Arms firearms, Bushmaster firearms, DPMS firearms, Stag Arms firearms, Rock River firearms, MACE, ALS/AMTEC Less Lethal, Eagle Industries nylon gun cases and accessories, Blackhawk accessories, Gransfors Bruks axes, Peerless cuffs and irons, EOTech gun sights, Aimpoint gun sights, Surefire lights, Hoppes, Break Free, Shooters Choice /Ventco Industries, Southern Bloomer, Outers, Seal One, Pro-Shot, and other items. We also take used weapons in trade for credit against everything that we sell. We're here when you need us.

As always,
Tom

Thomas J. Morris III
Eagle Point Gun/T.J.Morris & Son
1707 Third Street

Thorofare, New Jersey 08086
PH 856-848-6945
FX 856-384-2938
EM majortimorrisiii@comcast.net

Subject: Re: Ammunition and Speedwell Target Quotation Asbury Park PD NJ

From: "Daniel Kowsaluk" <daniel.kowsaluk@cityofasburypark.com>

Date: 6/19/2019, 5:42 PM

To: "THOMAS J. MORRIS III" <majorjtmorrisiii@comcast.net>

Tom,

Can you send me a quote for the below ammo. I got approval for the order I just need everything on the same quote for the purchase order. Also do you guys sell plastic chamber flags for the 223 rifle. I would to keep the bolt forward but something in the chamber so you know the guns are clear. I would need to order 20 of them. Thanks again Tom.

.40 cal. 165gr. Gold Dot Hollow Point CCI/Speer #53970 @ \$326.00 per case of 1,000 rds. X 12,000 rds. (12 cases) = \$3,912.00. In Stock.

.40 cal. 180gr. TMJ Reduced Lead Federal American Eagle #AE40N1 @ \$278.32 per case of 1,000 rds. X 20,000 rds. (20 cases) = \$5,566.40. In Stock.

.223 cal. 55gr. FMJ BT Federal American Eagle #AE223/AE223J @ \$150.92 per case of 500 rds. In Stock. (8 cases)

.223 cal. 55gr. Trophy-Bonded Tactical Soft Point Federal #LE223T1 @ \$246.09 per case of 200 rds. X 1,600 rds. (8 cases) = \$1,968.72. In Stock.

IALEFI-Q CB Cardboard Targets by Speedwell @ \$76.44 per bundle of 100 targets X 1,000 targets (10 bundles) = \$764.40. O/S

Dan Kowsaluk
(732) 496-1935

From: "THOMAS J. MORRIS III" <majorjtmorrisiii@comcast.net>

Sent: 5/16/19 7:43 PM

To: daniel.kowsaluk@cityofasburypark.com, Andrew Morris <eaglepointgunapm@comcast.net>, Candace Neavin <eaglepointguncmn@comcast.net>, Tim Archer <eaglepointguntra@comcast.net>, Brian Vare - Eagle Point Gun <eaglepointgunbrv@comcast.net>, Steve Cann <eaglepointgunsac@comcast.net>, Phil Cummings <eaglepointgunprc@comcast.net>, Mike Gess <mike.gess@eaglepointgun.com>, "Eigen, Ira" <Ira.Eigen@VistaOutdoor.com>, Trent Denison <trentden@juno.com>, Speedwell Targets <sales@speedwelltargets.com>

Subject: Ammunition and Speedwell Target Quotation Asbury Park PD NJ

Thomas J. Morris III

Eagle Point Gun/T.J.Morris & Son

1707 Third Street

Thorofare, New Jersey 08086

PH 856-848-6945

FX 856-384-2938

EM majorjtmorrisiii@comcast.net

16MAY19

Hello Daniel,

Pursuant to your below Request, the following official written letterhead quotation is provided. The ammunition prices are Federal Excise Tax exempt for State/County/Municipal purchase. There is no Federal Excise Tax on paper and cardboard targets. The items quoted on are factory new by Federal Cartridge, CCI/Speer, and Speedwell Target. There is no minimum or maximum order BUT ammunition and targets must be ordered in full case/bundle lots and I have quoted by the case/bundle. While I used the quantities indicated in your Request to give you totals, should you decide on different quantities, just use the Unit prices provided to determine your new totals. All prices include the freight, tailgate delivery, and would normally be a drop ship direct from the Manufacturer to your Department location in New Jersey. Delivery times for factory drop ships of ammunition have been running 30-120 days ARO for most items and vary per item. Delivery times for factory drop ships of paper and cardboard targets have been running 3-21 days ARO for most items and also vary per item. In stock items may also be picked up here at the same prices and I will indicate what is in stock as of this evening BUT my inventory changes on a



RESOLUTION NO. 2019-245

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

RESOLUTION TO REFUND OVERPAID TAXES DUE TO A TAX COURT JUDGMENT BLOCK 3202 LOT 11 700 GRAND AVENUE

WHEREAS, the Tax Collector has requested authorization for the refund of real estate taxes due to a Tax Court Judgment on parcel; and

WHEREAS, the Tax Collector has requested to refund taxes on Block 3202 Lot 11 in the amount of \$9,036.96 for the fourth quarter of 2016 that was paid by Ebury Fund 1 LP, previous lien holder; and

WHEREAS, Alex Paul Genato, attorney at Archer Attorney at Law, has directed overpayment to be refunded directly to the attorney, Archer & Greiner, P.C.; 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 taxes in the amount of \$9,036.96 for 2016 fourth quarter to Archer & Greiner, P.C.
- 2) A certified copy of this resolution shall be forwarded to the Tax Collector and CFO of City of Asbury Park.

I, MELODY HARTSGROVE, Deputy 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. 2019-245 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 11th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



Alex Paul Genato
Also Member of New York Bar

agenato@archerlaw.com
609-580-3706 Direct
609-580-0051 Direct Fax

Archer & Greiner, P.C.
101 Carnegie Center, Suite 300
Princeton, NJ 08540
609-580-3700 Main
609-580-0051 Fax
www.archerlaw.com

June 13, 2019

VIA REGULAR MAIL

Tyrone Young, Collector
One Municipal Plaza
Asbury Park, NJ 07712

**RE: Cabbello Art Limited Liability Company v. Asbury Park City
Block 3202, Lot 11 – 700 Grand Avenue**

Dear Mr. Young:

Enclosed herewith please find judgment(s) issued by the Tax Court of New Jersey with respect to the above-referenced matter. Please provide us with an accounting of same and issue any refunds pursuant to the agreed-upon terms in the enclosed Stipulation of Settlement.

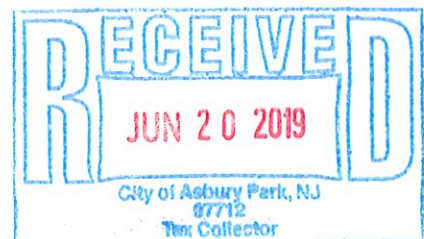
Thank you for your attention to this matter.

Very truly yours,

ALEX PAUL GENATO

APG/104
Enclosure

216600793v1



Attachment: CABELLO 3202-11 FROM TAX COURT (2019-245 : Resolution to Refund Overpaid Taxes Due to a Tax Court Judgment Block 3202

CAB021

3.G.3.a

TAX COURT OF NEW JERSEY
 COUNTY: Monmouth
 DOCKET NO. 007622-2016

CABELLO ART, LLC & MINISTERIO INTERNACIONAL LA SENDA

Plaintiff(s),

v

ASBURY PARK CITY

Defendant(s).

:

CIVIL ACTION
 JUDGMENT

:

:

The parties having agreed upon a settlement, the assessment shall be as set forth below:

Block: 3202
 Lot: 11
 Street Address: 700 Grand Avenue
 Year: 2016

TAX COURT JUDGMENT

Land: \$ 297,000.00
 Improvements: \$1,203,000.00
 Total: \$1,500,000.00

/s/ Cheryl A. Ryan, Clerk/Administrator
 Tax Court of New Jersey

Entered: 5/22/2019

Attorney for Plaintiff: Jeffrey M Gradone Esq
 Attorney for Defendant: Harry Haushalter Esq
 User id: eCourts



Attachment: CABELLO 3202-11 FROM TAX COURT (2019-245 : Resolution to Refund Overpaid Taxes Due to a Tax Court Judgment Block 3202

ATTORNEY ID 263791970
 HARRY HAUSHALTER
 Lexington Square Commons
 2119 Route 33, Suite A
 Hamilton Square, New Jersey 08690

By: Harry Haushalter, Esquire
 (609) 631-7388

CABELLO ART, LLC & MINISTERIO
 INTERNACIONAL LA SENDA

Plaintiff,

vs.

CITY OF ASBURY PARK

Defendant

: TAX COURT OF NEW JERSEY
 : DOCKET NO. 007622-2016

Civil Action

STIPULATION OF SETTLEMENT

Assigned Judge:
Hon. Mala Sundar, JTC
 First Calendar Date:

1. It is hereby stipulated and agreed that the assessment of the following property(ies) be adjusted and a judgment be entered as follows:

Block : 3202
 Lot : 11
 Street Address : 700 Grand Avenue
 Year(s) : 2016

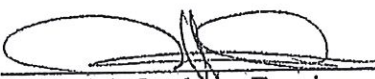


2016

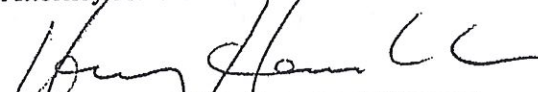
		<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	:	\$297,000	N/A	\$297,000
Improvements	:	<u>\$1,624,500</u>		<u>\$1,203,000</u>
Total	:	\$1,921,500		\$1,500,000

2. The refund resulting from this settlement shall be paid within sixty (60) days from the date of the judgment, payable to "Archer & Greiner, P.C. as Trustee for Cabbello Art, LLC & Ministerio Internacional La Senda", and mailed to Jeffrey Gradone, Esquire, Archer & Greiner, P.C., 101 Carnegie Center, Suite 300, Princeton, NJ 08540.
3. Statutory interest is waived if payment is made in accordance with the terms of paragraph #2 above.
4. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.
5. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with assessing practices generally applicable in the taxing district as required by law.

Dated: _____

By: 
 Jeffrey M. Gradone, Esquire
 Attorney for Plaintiff

Dated: 5/9/19

By: 
 Harry Haushalter, Esquire
 Attorney for Defendant

216404630v1



**RESOLUTION NO. 2019-246**

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

**RESOLUTION AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY -
ELECTRONICS**

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

WHEREAS, it is the desire of the Mayor and City Council to declare the attached property as surplus; and

WHEREAS, the equipment will be auctioned on GovDeals.com.

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

I, MELODY HARTSGROVE, Deputy 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. 2019-246 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 11th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

Computers (All in working condition with HDD's removed unless otherwise noted)

Dell OptiPlex 390 (QTY 4)
Dell OptiPlex 7010
Dell OptiPlex 9030 AIO (Screen cracked, no back cover, RAM removed)
HP Compaq 6200 Desktop (QTY 4)
Dell Inspiron 3647 Desktop (QTY: 6)
Dell OptiPlex 380
Dell Inspiron 660
Dell Vostro 260 (QTY 2)
Dell Vostro 230
Dell OptiPlex 330
Dell OptiPlex 3010
Dell Dimension 1100
Dell Inspiron 3847 (QTY: 2)
Lenovo M700 (No cover, water damaged)

Monitors (All believed to be in working order)

HP LA2006
LV2311
Dell E1910
Dell P2011 (QTY: 2)
HP 1702 (QTY: 4)
Dell P2012 (QTY: 3)
AL1714 (QTY: 2)
AL1716
Dell 2212 (QTY: 3)
Dell P2214
Dell 2312 (QTY: 2)

Misc (As noted)

Cisco 2960G 24 Port Switch
HP Desk Jet 6940 (Bad Print Heads)
Remanufactured HP Ink 95 (QTY: 3)
Remanufactured Epson T0484
Remanufactured Epson T0482 (QTY: 2)
Epson 79 Ink
HP 701 Ink
HP 305A – Tri Pack Toner
HP 124A Toner
2x Universal Size Windshield Mount Cell Phone Holders

Samlex 13.8V Out Power Supply
Amplivox S805A Amplifier (Does not work)
Zetron 3022 (QTY: 3)
Epson TM-U375 Receipt Printers (QTY: 3)
Box of misc. CAT5/5E cables
Polycom Sound Point IP650
Nextel Blackberry 7100I
Lenovo Wireless Keyboard (no dongle)
Logitech Wireless Keyboard (no dongle)
Cisco 7960 IP Phone (QTY: 2)
AXIS 8-Port POE Midspan
Motorola XTS 2500I portable radio (Display is broken)
Motorola XTS 2500I portable radio (Does not transmit)
Motorola XTS 2500I portable radio (Does not program)



RESOLUTION NO. 2019-247

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

AWARDING BID FOR THE OPTICOM (OR EQUIVALENT) GPS PREEMPTION & ACTIVATED TRAFFIC SYSTEM

WHEREAS, on Friday, May 24, 2019 the City of Asbury Park (the “City”) accepted bids for the Opticom (or Equivalent) GPS Preemption & Activated Traffic System; and

WHEREAS, on Wednesday, June 12, 2019 Mayor and Council adopted Resolution No. 2019-226 disqualifying all bids and authorizing a re-bid; and

WHEREAS, on Tuesday, July 2, 2019 the City received one (1) sealed bids for the Opticom (or Equivalent) GPS Preemption & Activated Traffic System; and

WHEREAS, it has been determined that Signal Control Products, Inc. submitted the lowest responsible bid in accordance with the bid specifications in the amount of \$159,920.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Capital Account C-04-55-998-177-006; and the maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, it is the desire of the governing body to award a contract to Signal Control Products Inc., for the Opticom (or Equivalent) GPS Preemption & Activated Traffic System; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey that it hereby awards the Opticom (or Equivalent) GPS Preemption & Activated Traffic System to Signal Control Products Inc..

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

I, MELODY HARTSGROVE, Deputy 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. 2019-247 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 11th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



Mayor John Moor

Deputy Mayor Amy Quinn

Eileen Chapman, City Councilwoman

Yvonne Clayton, City Councilwoman

Jesse Kendle, City Councilman

Michael Capabianco, City Manager

JoAnn Boos, Chief Financial Officer

Michael Capabianco, Purchasing Agent

**CITY OF ASBURY PARK
Municipal Plaza
Asbury Park, NJ 07712**

Bid Specifications For:

**OPTICOM (OR EQUIVALENT) GPS PREEMPTION &
ACTIVATED TRAFFIC SYSTEM**

BID PROPOSAL

CITY OF ASBURY PARK PROPOSAL FORM

City of Asbury Park
Tracy Lizardi, Director of Purchasing
One Municipal Plaza
Asbury Park, NJ 07712

PROPOSAL BID DATE: 2 July 2019

PROPOSAL OF VENDOR: Signal Control Products, Inc

ADDRESS: 199 Evans Way
Branchburg, NJ 08876

TELEPHONE NO. 908-231-1133 FAX NO. 908-707-0333

CONTACT PERSON: John Bolt TITLE President

EMAIL: john@signalcontrol.com

FOR THE FURNISHING AND DELIVERING OF:

Opticom (or Equivalent) GPS Preemption & Activated Traffic System

Contract Description

We further declare that we have carefully examined the General Conditions and Instructions to Bidders, Specifications and General Contract form herein referred to and propose to furnish and deliver all necessary materials or services specified and in the manner and time prescribed and understand that the quantities or dollar amount of materials and/or services within the maximum and minimum designated are to be furnished at the following price: (All Quantities More or Less)

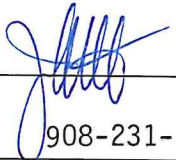
PROPOSAL FORM

Quantity		Price Per Unit	Extended Price
16	Opticom GPS Activated Traffic Systems: Model 764 Multimode Phase Selector Model 3100 Radio Unit Model 1070 Cable (250 ft.) Mounting Bracket Assembly Model 760 Card Rack Opticom Cabinet per NJDOT - "D" Panel and Harness - Services of SCP Tech for Programming of Cabinet at time of Turn ON Installation/Wiring of Intersections equipment to be completed by NJDOT as part of the Route 71 (Main Street) Reconstruction Contract	<u>\$ 8,495.00</u>	<u>\$ 135,920.00</u>

Quantity		Price Per Unit	Extended Price
6	Opticom GPS Activated Traffic System vehicle components to include the following Installed: Model 2100 High Priority Radio / GPS Control Unit Model 1050 GPS / Radio Antenna Model 210 Vehicle Interface Cable Vehicle Hardware Installation Kit Installation /Programming of Opticom GPS Equipment in vehicle INCLUDED Prompt Payment Discount if Payment is Made Within 30 Days	<u>\$ 4,000.00</u>	<u>\$ 24,000.00</u>
	Quantity is approximate and may increase or decrease <i>slightly</i> at the time of purchase		<u>0 %</u>

Company: Signal Control Products, Inc

Authorized Representative (Print): John H Bolt

Signature:  Title: President

Telephone No.: 908-231-1133 Fax No.: 908-707-0333

E-Mail: john@signalcontrol.com

Instruction to Bidders and Statutory Requirements

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as “owner,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications. Please See Attachment II.
- B. Sealed bids will be received by the designated representative on Tuesday July 2, 2019 at the time of 11:00 AM in the Municipal Council Chambers, One Municipal Plaza, Asbury Park, NJ as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. Please include one hard copy of the proposal, one exact copy of the original and a digital copy on a media (CDR, DVDRWE, flash drive, etc.) of bidder’s choice, which will not be returned. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the bid/contract title.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
 - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information

I. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:

II. INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder’s submitted bid.

C. No oral interpretation and/or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner’s representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner’s interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from *purchasing@cityofashburypark.com*. It is recommended that bidders include this address in the recipient email’s contact list to ensure it is not routed to a junk email folder.

(Please see Attachment III.)

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

III. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

IV. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (X) shall include but are not limited to the following coverage's.

A. INSURANCE REQUIREMENTS

☒ 1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

☐ 2. General Liability Insurance

Combined Single Limit Liability – Occurrence Form
\$1,000,000.00 Each Occurrence Limit
\$2,000,000.00 Aggregate Limit

☐ 3. Automotive Liability Insurance - \$1,000,000.00 Combined single limit.

☐ 4. Other Forms of Insurance Required

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

V. PRICING INFORMATION FOR PREPARATION OF BIDS

A. The owner is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VI. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment A in this specification.

1. Goods, Professional Services and General Service Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations

Please see Attachment IV

B. NEW JERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1.

Please see Attachment V

C. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.

Please see Attachment VI

D. STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit

a disclosure document shall result in rejection of the bid, as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

Please see Attachment VII

E. All respondents also must provide a statement on letterhead if they have any ethics violation pending or active against them. If there are "none", then the letter must reflect that

It is mandatory that each respondent state if there are any ethics violations existing against the firm and/or the individual responding. Failure to include this statement will result in disqualification.

F. PROOF OF BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, The City of Asbury Park is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

Please see Attachment VIII

G. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they

comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

Please see Attachment IX

H. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A.40A:11-18.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

☐ I. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

☐ J. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssc/lspubcon.html.

☐ K. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a “contractor” is “a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract” which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines “public works projects” as contracts for “public work” as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- **“Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.**
- **“Public work” shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds...**
- **“Maintenance work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.**

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

☒ L. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

Please see Attachment X

VII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the bid specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.

- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

VIII. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case, at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

IX. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60-calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

J. For contracts that exceed one year, each fiscal year payment obligation of the owner is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the owner at the end of any particular fiscal year may terminate such services. The owner will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the owner to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.

K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the owner by notice to the parties.

X. PAYMENT

- A. No payment will be made unless duly authorized by the owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.
- C. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
 - 1. Deliverables not complying with the project specification;
 - 2. Claims filed or responsible evidence indicating probability of filing claims;
 - 3. A reasonable doubt that the contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- D. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.

XI. OTHER PROVISIONS

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:
 - 1. Not use or disclose protected health information other than as permitted or required by law
 - 2. Use appropriate safeguards to protect the confidentiality of the information
 - 3. Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- B. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

- C. Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- D. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.

ATTACHMENT I

Bid Document Checklist

City of Asbury Park
BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Bid Proposal Form, Including Pricing Sheet	Jb
☒	Ethics Statement (following this page)	Jb
☒	Acknowledgment of Receipt of Addenda	Jb
☒	Mandatory Affirmative Action Language	Jb
☒	New Jersey Anti-Discrimination	Jb
☒	Americans with Disabilities Act of 1990 Language	Jb
☒	Stockholder Disclosure Certification Statement of Ownership	Jb
☒	Proof of Business Registration	Jb
☒	Disclosure of Investment Activities in Iran	Jb
☒	NJ Worker and Community Right To Know Act	Jb
☒	Non-Collusion Affidavit	Jb
☒	Election Contributions Disclosure Form Acknowledgment	Jb
☒	W9 Form (following this page)	Jb

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.



199 Evans Way, Branchburg, NJ 08876
Phone: 908-231-1133
Fax: 908-707-0333

July 1, 2019

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

Reference: Bid for Opticom (or Equivalent) GPS
Preemption & Activated Traffic System
Bid due: 2 July 2019 @ 11:00 AM

To Whom It May Concern:

This letter certifies that Signal Control Products, Inc. and its officers have no active or pending ethics violations.

Very truly yours,
Signal Control Products, Inc.

A handwritten signature in blue ink, appearing to read "John H Bolt", is written over a horizontal line.

John H Bolt
President

Request for Taxpayer Identification Number and Certification

3.G.5.a

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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.

Signal Control Products, 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 ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

199 Evans Way

6 City, state, and ZIP code

Branchburg, NJ 08876

7 List account number(s) here (optional)

Requester's name and address (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

2 2 - 2 0 8 6 6 7 8

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ►

Anna M Bolt

Anna M Bolt
Secretary

Date ► 1 July 2019

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.

ATTACHMENT II

Notice to Bidders

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals will be received by the City of Asbury Park, Monmouth County, New Jersey for **“Opticom (Or Equivalent) GPS Preemption and Activated Traffic System”**, to be opened and read in public at the City Hall Council Chambers, One Municipal Plaza, Asbury Park, New Jersey on **July 2, 2019 at 11:00 AM** prevailing time.

Bid specifications for the proposed work are available at the Finance Office at City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, and may be inspected by prospective bidders during the business hours of 10 AM – 4 PM and online at: www.cityofasburypark.com.

Please include one hard copy of the proposal, one exact copy of the original and a digital copy on a media (CDR, DVD, flash drive, etc.) of bidder's choice, which will not be returned. Bids must be made on the proposal forms included with the bid specification, be enclosed in a sealed package bearing the name and address of the bidder and the name of the work on the outside addressed to:

Qualified Purchasing Agent
ATTN: Tracy Lizardi
One Municipal Plaza
Asbury Park, N.J. 07712

Bids for this Contract will be accepted only from bidders who have properly qualified in accordance with the requirements of the Contract Documents. Bids must be submitted as outlined in the contract specifications. The award of the Contract for this work will be made pursuant to the respective Local Public Contract Law Provisions outlined in N.J.S.A. 40A:11-1 et seq.

The right is also reserved to reject any and all proposals or to waive any informality where such informality is not detrimental to the best interest of the City of Asbury Park.

Tracy Lizardi
Qualified Purchasing Agent
Publication Date: Thursday June 20, 2019

ATTACHMENT III

Acknowledgement of Receipt of Addenda

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)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received: ☒

Acknowledged for: Signal Control Products, Inc
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: John H Bolt
(Print or Type)

Title: President

Date: 1 July 2019

ATTACHMENT IV

Affirmative Action Compliance

APPENDIX A
 N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
Goods, Professional Service and General Service Contracts

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age,, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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; (copy following this page)
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.

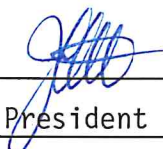
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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: Signal Control Products, Inc

SIGNATURE: 

PRINT NAME: John H Bolt

TITLE: President

DATE: 1 July 2019

Certification
CERTIFICATE OF EMPLOYEE INFORMATION REPORT 8929

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-DEC-2012** to **15-DEC-2019**

SIGNAL CONTROL PRODUCTS, INC.
199 EVANS WAY
BRANCHBURG

NJ 08876



A handwritten signature of Andrew P. Sidamon-Eristoff is written over the seal.

Andrew P. Sidamon-Eristoff
State Treasurer

ATTACHMENT V

New Jersey Anti-Discrimination Provisions

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.).

ATTACHMENT VI

Americans with Disabilities Act of 1990

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.

ATTACHMENT VII

Stockholders Disclosure Certification

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: Signal Control Products, 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: John H Bolt
 Home Address: 6 Briar Hill Court
Belle Mead, NJ 08502

Name: _____
 Home Address: _____

Name: _____
 Home Address: _____

Name: _____
 Home Address: _____

Name: _____
 Home Address: _____

Name: _____
 Home Address: _____

Subscribed and sworn before me this 1st day of
July, 2 019

(Notary Public)

Anna M. Felt

My Commission expires: 5th March 2021



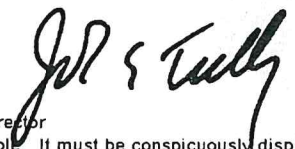
 (Affiant)
John H Bolt - President

 (Print name & title of affiant)

 (Corporate Seal)

ATTACHMENT VIII

Proof of Business Registration

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: SIGNAL CONTROL PRODUCTS, INC.	TRADE NAME:	
ADDRESS: 199 EVANS WAY BRANCHBURG NJ 08876	SEQUENCE NUMBER: 0066721	
EFFECTIVE DATE: 07/09/75	ISSUANCE DATE: 08/08/05	
FORM-BRC(08-01)	 Director This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

ATTACHMENT IX

Disclosure of Investment Activities in Iran

Disclosure of Investment Activities in Iran

Bidder Name: Signal Control Products, Inc

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and 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

CHECK THE APPROPRIATE BOX:

XXX

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited 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. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

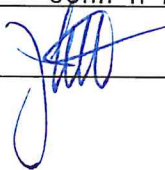
PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

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 *<name of contracting unit>* is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the *<reference to contracting unit>* to notify the *<reference to contracting unit>* 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, and 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 *<name of contracting unit>* and that the *<reference to contracting unit>* at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): John H Bolt

Title: President

Signature: 

Date: 1 July 2019

ATTACHMENT X

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Somerset

ss:

I, John H Bolt residing in Township of Montgomery
(name of affiant) (name of municipality)
in the County of Somerset and State of New Jersey of
full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Signal Control Products, Inc
(Title or position) (Name of firm)

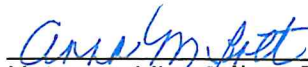
Opticom (or equivalent) GPS the bidder making this Proposal for the bid
entitled Preemption & Activated Traffic, and that I executed the said proposal with
(title of bid proposal) System
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding
in connection with the above named project; and that all statements contained in said proposal and
in this affidavit are true and correct, and made with full knowledge that the City of Asbury Park
(name of contracting unit) relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure
such contract upon an agreement or understanding for a commission, percentage, brokerage, or
contingent fee, except bona fide employees or bona fide established commercial or selling agencies
maintained by Signal Control Products, Inc.

Subscribed and sworn to

before me this day

1st day of July 2019


Notary public of New Jersey


Signature

John H Bolt - President
(Type or print name of affiant under signature)

My Commission expires 5th March 2021

(Seal)

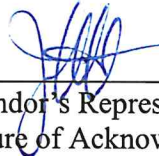
ATTACHMENT XI

Election Contributions Disclosure Notification Acknowledgement Form

**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.



John H Bolt
Vendor's Representative President
Signature of Acknowledgement

1 July 2019
Date of Acknowledgement

Attachment XII

Technical Specifications

Specifications

1. The City of Asbury Park, Fire Department is seeking bids for the purchase and installation of Opticom or equivalent GPS Preemption and Activated Traffic System.
2. All bidders must provide a statement on letterhead if they have any ethics violations pending or active against the. If there are "none", then the letter must reflect that. **It is mandatory that each bidder state if there are any ethics violations existing against the firm and/or individual responding. Failure to include this statement will result in disqualification.**
3. It shall be the bidder(s) responsibility to explain any and all exceptions in detail on additional sheets as necessary. Any questions of a technical nature regarding any of the items being bid shall be submitted to the Director of Purchasing in writing at: purchasing@cityofasburypark.com.
4. Furnish and install equipment at sixteen (16) intersections from Deal Lake and Park Avenue to Main Street and Lake Avenue, all located on State Route 71 and NJDOT owned as follows:

Opticom or equivalent GPS Activated Traffic System
 Model 764 Multimode Phase Selector
 Model 3100 Radio Unit
 Model 1070 Cable (250 ft.)
 Mounting Bracket Assembly
 Model 760 Card Rack
 Opticom Cabinet per NJDOT
 - "D" Panel and Harness
 - Services of SCP Tech for programming of cabinet at the time of Turn On

Installing/Wiring of above intersections equipment to be completed by NJDOT as part of the Route 71 (Main Street) Reconstruction Contract.
5. Furnish and install the equipment in six (6) Vehicles (1 Fire Engine, 1 Truck, 2 Ambulances, 1 Battalion Chief Vehicle and 1TBD) as follows:

Opticom GPS Preemption System Vehicle Components
 Model 2100 High Priority Radio/GPS Control Units
 Model 1050 GPS/Radio Antenna
 Model 210 Vehicle Interface Cable
 Includes services of SCP Tech for programming and installing equipment in the Vehicles ON SITE in Asbury Park NJ
6. The City of Asbury Park is responsible for all permits and approvals and to provide the Preemption Timing Plan for all intersections as noted.

City of Asbury Park
OPTICOM (OR EQUIVALENT) GPS PREEMPTION & ACTIVATED TRAFFIC SYSTEM
Tuesday, July 2, 2019
11:00 AM

3.G.5.b

	BIDDER NAME		
	Signal Control Products, Inc 199 Evans Way Branchburg, NJ 08876 908-231-1133		
16 OPTICOM GPS ACTIVATED TRAFFIC SYSTEMS			
PER UNIT PRICE	\$8,495.00		
EXTENDED PRICE	\$135,920.00		
6 OPTICOM GPS ACTIVATED TRAFFIC SYSTEM W/ VEHICLE COMPONENTS			
PER UNIT PRICE	\$4,000.00		
EXTENDED PRICE	\$24,000.00		

BID PROPOSAL	YES		
ETHICS STATEMENT	YES		
ADDENDA RECEIPT	YES		
AFFIRMATIVE ACTION	YES		
NJ ANTI-DISCRIMINATION	YES		
AMERICANS W/DISABILITIES ACT	YES		
STOCKHOLDERS DISCLOSURE OF OWNERSHIP	YES		
BUSINESS REGISTRATION CERTIFICATE	YES		
DISCLOSURE OF INVESTMENTS IN IRAN	YES		
NON-COLLUSION AFFIDAVIT	YES		
ELECTIONS CONTRIBUTIONS	YES		
W9 FORM	YES		

Attachment: 2019 GPS Preemption Bid Summary Sheet (2019-247 : Awarding Bid for the Opticom (or Equivalent) GPS Preemption & Activated



RESOLUTION NO. 2019-248

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

AUTHORIZING THE CITY OF ASBURY PARK TO ENTER INTO A MEMORANDUM OF UNDERSTANDING ("MOU") WITH AT&T

WHEREAS, New Cingular Wireless PCS, LLC d/b/a AT&T Wireless (AT&T) is a provider of commercial mobile service subject to regulation by the Federal Communications Commission; and

WHEREAS, AT&T has notified the City that they have coverage issues in the Waterfront Area; and

WHEREAS, the City of Asbury Park utilizes AT&T's FirstNet System for emergency responders; and

WHEREAS, to further the public interest and public safety, the City and AT&T are desirous to utilize land at the wastewater treatment plant located at 1700 Kingsley Street for operation of Cellular On Wheels (COW) for the installation of eighty foot monopole to reduce coverage issues; and

WHEREAS, the Agreement is attached to this Resolution; and

WHEREAS, the Mayor, Deputy City Clerk and/or the City Manager are hereby authorized to sign the Agreement.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the attached agreement with AT&T for improvements to their coverage within the waterfront area is hereby approved, and the Mayor, Deputy City Clerk and/or the City Manager are hereby authorized to sign said agreement on behalf of the City.

I, MELODY HARTSGROVE, Deputy 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. 2019-248 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 11th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

LEASE AGREEMENT (TEMPORARY SITE)

THIS LEASE AGREEMENT (“Agreement”), dated _____2019, is entered into by the City of Asbury Park, having a mailing address of One Municipal Plaza, Asbury Park, New Jersey 07719 (hereinafter referred to as “Lessor”) and New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, having a mailing address of 1025 Lenox Park Blvd. NE, Atlanta, GA 30319 (hereinafter referred to as “Lessee”).

Whereas, Lessor is the owner of property at 1700 Kingsley Street, Block 4304, Lot 1, located in Asbury Park, County of Monmouth, State of New Jersey, (hereinafter referred to as the “Property” or the “Premises”). The Property is more fully described on Exhibit A attached hereto and made a part of this Agreement.

In consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Lease

Lessor agrees to lease to Lessee, on a non-exclusive basis, certain ground space (substantially as shown in Exhibit B) on Lessor’s Property, which Lessee shall design and construct sufficient to erect and maintain on the Premises temporary improvements, personal property and facilities necessary to operate its communications system, including, without limitation, a ballasted tower (“Tower”), radio transmitting and receiving antennas, microwave dishes, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antennas(s), coaxial cable, base units and other associated equipment, as such location based system may be required.

2. Use of Premises

(a) The Premises may be used by Lessee for the temporary transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, antennas, equipment shelters and/or cabinets and related activities. The intended use of the Premises by the Lessee shall, among other things, further the public purposes of the Lessor with regard to the provision of emergency management services, which shall be for the benefit of the health, safety and welfare of the public.

(b) All of Lessee’s equipment or other property attached to or otherwise brought onto the Premises shall at all times remain personal property and are not considered fixtures, and at Lessee’s option may be removed by Lessee at any time during the term hereof. Upon expiration or termination of this Agreement, Lessee agrees to repair any damage to the Premises caused by Lessee during the term of the Agreement, ordinary wear and tear and damage from the elements excepted. In connection therewith, Lessee shall have the right, at its sole cost and expense, to obtain electrical

Market: NY/NJ
 Cell Site Name: Asbury Park Temporary Site
 Fixed Asset Number:

and telephone service from the servicing utility company, including the right to install a separate meter and main breaker, where required. Lessee shall be responsible for the electricity and telephone service it consumes for its operations at the normal rate(s) charged by the applicable servicing utility company.

(c) Lessee shall have the right to use whatever measures it deems reasonably appropriate to install its equipment, provided that it is in compliance with all applicable laws and regulations, subject to other provisions of this Agreement. Upon written municipal approval, Lessee shall submit electrical and building permit applications. No improvements, construction, installation or alteration shall be commenced until plans for such work have been approved by the Lessor and all necessary permits have been properly obtained by Lessee. If, however, Lessee is denied a required approval, or is unable to obtain approvals thus making the Premises unsuitable and renders Lessee unable to utilize the Premises, Lessee shall have the exclusive right to terminate this Agreement within its sole discretion, and no further liabilities under this Agreement shall remain in force or effect, including but not limited to the payment of rent.

(d) Lessee shall have the right to run transmission lines from the equipment area to the antenna location and to run power from the main feed to the PCS equipment, which improvements shall be at Lessee's sole cost and expense. Further, Lessee agrees to perform all improvements in a good and workmanlike manner.

(e) Lessor agrees to provide twenty-four (24) hours, seven (7) days a week access to the Premises without charge to Lessee, Lessee's employees or any subcontractors or agents. Lessor shall have the responsibility to inform its Lessees, its designated access contact, or any other appropriate agent or representative of Lessee's requirement for access as a Lessee to the Premises. Should Lessee's access to the Premises be denied by Lessor, Lessor's Lessee(s), agent(s) or representative(s) resulting in Lessee's inability to install or maintain its PCS installation, then in that instance, Lessee shall be entitled to a rent abatement until such time as Lessor can resolve the access situation. If access cannot be resolved, Lessee shall have the right to terminate without obligation including but not limited to Lessee's obligation to pay rent. Further Lessor shall be required within fifteen (15) days from the date of termination to reimburse Lessee for any rent monies previously paid to Lessor to cover any portion of the period following notice of termination, including if applicable, any security deposit monies.

(f) Lessee shall coordinate with Lessor's consultant to finalize site design. Final site design shall be submitted to Lessor for approval, which shall not be unreasonably withheld. Each other provider shall be solely responsible for the cost of locating and placing its equipment onto the Tower and into ancillary support facilities, including any support building.

(g) Lessee shall allow the City of Asbury Park space on any and all equipment if it desires to test additional equipment for service. Any costs associated with this installation shall be borne by the Lessor. Any proposed equipment shall be reviewed by the Lessee and Lessor to ensure the safe installation, operation and removal. If Lessor has its equipment ready for installation when Lessee is placing its equipment on the temporary tower, Lessee shall place Lessor's equipment on the temporary tower free of charge.

(h) Lessee shall ensure that its use of the Premises for the purposes specified herein shall not interfere with the Lessor's use of the site for the public purposes of the Lessor.

3. Site Testing

Lessor acknowledges that Lessee, at its option, may perform engineering surveys, structural analysis reports, or any other testing which may be required in order for Lessee to occupy the Premises as more fully described in Paragraph 2 (a), (b) and (c) above. Any materially adverse test results obtained before Lessee has commenced construction shall entitle Lessee to terminate this Agreement on notice with immediate effect. If Lessee has commenced construction then termination shall be as under Paragraph 10(v).

4. Interference.

Lessor and Lessee shall operate their facilities in compliance with all Federal Communications Commission (FCC) regulations. Lessee shall not use the Premises in any way which interferes with the use of Lessor or lessees or licensees of the Lessor with rights in the Property prior in time to successful bidder's rights. Similarly, Lessor shall not use, nor shall Lessor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operation of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the following rights: In the event any such interference stems from the use of the property by Lessor's emergency communications equipment, and said interference does not cease within seventy-two (72) hours after receipt of written notice of interference, then Lessee shall have the right to terminate this contract. Both parties shall diligently work together to resolve said interference. Should said interference stem from any Lessee's or licensee's use of the Property, and said interference does not cease within seventy-two (72) hours of receipt of written notice, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this contract.

5. Term.

The term of this Agreement shall be for a period of approximately three (3) months ("Term") commencing on the execution, by both parties, of this Agreement ("Commencement Date") and ending on October 1, 2019. It is not anticipated that this Agreement shall be renewed thereafter.

6. Rent.

(a) Lessee agrees to begin to pay monthly rent to Lessor, commencing on the Commencement Date the sum of FIVE THOUSAND DOLLARS (\$5,000.00) per month ("Rent") within twenty business days following the Commencement Date. Should the Commencement Date occur on a

Market: NY/NJ
 Cell Site Name: Asbury Park Temporary Site
 Fixed Asset Number:

day other than the first day of the month during the Term, Rent shall be prorated. Rent payments shall be payable to Lessor at:

Chief Financial Officer
 One Municipal Plaza
 Asbury Park
 New Jersey 07712

7. Taxes.

Lessee shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Lessee's Antenna Facilities, only for so long as the Lease remains in effect. If Lessor receives notice of any personal property or real property tax assessment against Lessor, which may affect Lessee and is directly attributable to Lessee's installation, Lessor shall provide timely notice of the assessment to Lessee sufficient to allow Lessee to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee. Further, Lessor shall provide to Lessee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section.

8. Insurance.

(a) During the term of Lease, Lessee shall carry, at its sole cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost. Lessee may self-insure this coverage; (ii) commercial general liability insurance with limits of liability of \$4,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence and in the aggregate; and (iii) Workers' Compensation Insurance as required by law or City Code, whichever is higher. Lessee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Lessee may maintain. Such insurance requirements may be satisfied by Lessee through a combination of primary and umbrella policies including the Lessor as additional insured.

(b) Certificates of insurance for each insurance policy required to be obtained by Lessee in compliance with this Section, shall be filed and maintained with Lessor within thirty (30) days of the Commencement Date. Lessee shall immediately advise Lessor of any claim or litigation that may result in liability to Lessor.

(c) All policies, except for worker's compensation policies, shall include Lessor and all associated, affiliated, allied and subsidiary entities of Lessor, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents, as their respective interests may appear as additional insureds. Lessor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Lessee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Lessor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of

the gross negligence of Lessor, its employees, agents or independent contractors; and, (iii) not exceed Lessee's indemnification obligation under this Agreement, if any.

(d) In the event that the Insurer decides not to renew such insurance policy or to cancel, Lessee shall notify Lessor immediately upon becoming aware of Insurer's decision to cancel or non renew such coverage. Lessee shall immediately procure and provide replacement coverage which complies in all respects with the requirements of this Section, or else Lessor may terminate this Agreement without any further obligation(s).

(e) Notwithstanding the forgoing, Lessee may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement. In the event Lessee elects to self-insure its obligation under this Agreement to include Lessor as an additional insured, the following conditions apply: (i) Lessor shall promptly and no later than thirty (30) days after notice thereof provide Lessee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Lessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Lessor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Lessee; and (iii) Lessor shall fully cooperate with Lessee in the defense of the claim, demand, lawsuit, or the like.

(f) The City reserves the right to require additional insurance upon review of its Risk Manager and/or New Jersey Intergovernmental Insurance Fund (NJIFF). Both parties shall diligently work together to resolve any issuance issues.

(g) The Lessee shall provide a Hold Harmless Agreement provided by the City and agreed upon by the Lessee and City representatives.

(h) The Lessee shall name the City of Asbury Park an additional insured to an amount reasonably acceptable by the City's Risk Manager and NJIFF.

9. Right to Lease and Warranty of Title.

Lessor warrants that: (i) Lessor has the sufficient right, title and interest in the Premises to enter into this Agreement; (ii) Lessor has not entered into any agreement with any third party, other than the State of New Jersey, which would or could preclude or limit Lessor's performance of its obligations under this Agreement; (iii) Lessor owns the property in fee simple and has the right to grant access and use of the Premises; (iv) Lessor shall provide to Lessee quiet and peaceful enjoyment of the Premises.

10. Termination.

(a) Lessee may terminate this Agreement on written notice to Lessor which shall become effective fifteen (15) days after the date notice is received for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Lessee's ability to operate; (ii) FCC ruling or regulation which is beyond the control of Lessee and further which renders the Premises unsuitable; (iii) technical reasons, including but not limited to signal interference; (iv) subsequent

Market: NY/NJ
 Cell Site Name: Asbury Park Temporary Site
 Fixed Asset Number:

changes in system design which prohibits Lessee's operation; or (v) if Lessee is unable to obtain any required license, permit or approval which may be required for the construction and operation of Lessee's Installation.

(b) Either party may terminate this Agreement on thirty (30) days' prior written notice, if the other party remains in default under Paragraph 11 of this Agreement after the applicable cure periods.

11. Default and Right to Cure.

Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate the Lease on written notice pursuant to the terms of the Lease, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of the Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

12. Notices.

All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other party to the address of Lessee and Lessor as set forth below:

Lessor:
 City Manager
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, New Jersey 07712

Lessee:
 New Cingular Wireless PCS, LLC
 Attn : Network Real Estate Administration

Cell Site Name: Asbury Park Temporary Site
 Fixed Asset Number : _____
 1025 Lenox Park Blvd. N.E.
 Atlanta, GA 30319

With a copy to:
 City Clerk
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, New Jersey 07712

With copies to:
 New Cingular Wireless PCS, LLC
 Attn.: AT&T Legal Department
 Cell Site Name: Asbury Park Temporary Site
 Fixed Asset Number: _____
 208 S. Akard Street
 Dallas, Texas 75202-4206

Lessee and Lessor may designate a change of notice address by giving written notice to the other party.

13. Indemnification.

Lessee hereby releases Lessor, its successors and/or assigns from liability and waives all right of recovery against Lessor for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder, unless such loss or damage is as a result of Lessor's, its employees or agents use of the property. To the extent loss or damage is not covered by their first party property insurance policies, Lessee agrees to indemnify and hold harmless Lessor to the fullest extent of the law from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions in the operations or activities on the Property by the Lessee or its employees, agents, contractors, licensees, Lessees and/or sublessees, or (b) a breach of any obligation of the Lessee under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to anyone claiming through the Lessee. The Lessee's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify the Lessor and (ii) the Lessor's granting Lessee the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Lessee shall not be responsible to Lessor, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

14. Amendment.

No amendment or modification to any provision of this Agreement shall be valid unless made in writing and agreed to and signed by the appropriate parties who have attested and executed this Agreement.

15. Assignment and Subleasing.

Lessee shall not assign or transfer the Lease or sublet all or any portion of the site without the prior written consent of Lessor, provided, however that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty percent (50%) or more of its stock or assets. Upon such assignment and acceptance of the terms and conditions of this Lease by the Assignee, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the Assignee for performance under this Lease and all obligations hereunder.

Additionally, Lessee may, upon notice to Lessor, grant a security interest in this Lease and the Antenna Facilities, and may collaterally assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively, "Lenders"), provided such Lenders agree to be bound by the terms and provisions of this Lease. In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Lenders. Lessor agrees to notify Lessee and Lessee's Lenders simultaneously of any

default by Lessee and to give Lenders the same right to cure any default by Lessee, or to remove any property of Lessee's or Lenders located on the Property, except that the cure period for any Lenders shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 12 of this Lease. All such notices to Lenders shall be sent to Lenders at the address specified by Lessee and/or Lender(s). Failure by Lessor to give Lenders such notice shall not diminish Lessor's rights against Lessee, but shall preserve all rights of Lenders to cure any default and to remove any property of Lessee or Lenders located on the Premises as provided in Section 17 of this Lease.

16. Successors and Assigns.

This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Lessor's Lien.

Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's and/or Mortgagee's sole discretion and without Lessor's consent.

18. Environmental Laws.

Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessor and Lessee shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused by Lessee, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Lessor agrees to defend, indemnify and hold Lessee harmless from Claims resulting from Actions on the Property not caused by Lessor or Lessee prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup,

remedial, removal or restoration work required by any governmental authority. This Section 18 shall survive the termination or expiration of this Lease.

The City conducted a review of the NJDPE Data Miner on July 9, 2019 and there were no enforcement actions located at the site.

19. Quiet Enjoyment, Title and Authority.

Lessor covenants and warrants to Lessee that (i) Lessor has full right, power and authority to execute the Lease, subject to regulation by the State of New Jersey as stated in paragraph 10 ; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Lessee and which will not interfere with Lessee's rights to or use of the Premises; and (iii) execution and performance of the Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor. Lessor covenants that at all times during the term of the Lease, Lessee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Lessee is not in default beyond any applicable grace or cure period.

20. Maintenance.

The Lessee at its own expense shall maintain the equipment on or attached to the Leased Premises in a safe condition, good repair and in a manner reasonably acceptable to the Lessor.

21. Repairs.

Lessee shall be required to make any and all repairs and/or replacements to the site which are necessitated by (1) Lessee's installation, operation and/or removal of Lessee's equipment except for wear and tear and damage from the elements; or (2) the default or neglect of Lessee, its agents, servants and employees. All such repairs and/or replacements are to be performed within thirty (30) days at Lessee's expense and to the Lessor's reasonable satisfaction. If the site or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Lessee's equipment, through no fault or negligence of Lessee, Lessee may elect to terminate this agreement upon thirty (30) days written notice to the Lessor. In such an event, the Lessee shall promptly remove Lessee's equipment from the Leased Premises. The Lessor shall have no obligation to repair any damage to any portion of the site except the damage caused by the Lessor.

22. Utilities.

If utilities have to be extended to the site, the Lessee shall pay for the running of all utility lines and installation of all utility equipment to be utilized by the Lessee and shall pay for the electricity and any of the utilities it consumes in its operation. All utilities used by the Lessee and other Lessees must be separately metered and/or capable of being qualified at Lessee's expense. The Lessor will cooperate in the Lessee's efforts to obtain utilities from any location provided by the Lessor or the servicing utility company, including the granting of easements. Lessee will ensure

that no provision of utilities shall interfere with Lessor's use of the site as it is presently being used.

23. Lease Provisions.

This Agreement shall be governed by the laws of the State of New Jersey.

All Riders and Exhibits attached hereto are made a material part of this Agreement. In the event that there is a conflict between the terms of this Lease and any of the other documents, the terms of this lease shall control.

If any provision of this Agreement is deemed invalid or non-enforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.

24. No Waiver.

The failure of either party to insist, in any one or more instances, upon the strict performance of any of the terms, conditions or covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of such term, condition or covenant. A receipt by Lessor or Lessee of any money with knowledge of the breach of any term, condition or covenant of this Agreement shall not be deemed a waiver of such breach, and no waiver, change, modification or discharge by either party hereto of any provision in this Contract shall be deemed to have been made or shall be effective unless expressed in writing and signed by both Lessor and Lessee. This shall be applied to all parties to this agreement, and their successors and/or assigns.

25. Lessor's Approval.

Whenever Lessee is required to obtain Lessor's prior approval, such approval shall not be unreasonably withheld, denied, conditioned or delayed.

26. Execution / No Option.

The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgement and delivery hereof by Lessor and Lessee. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

[SIGNATURES FOLLOW ON NEXT PAGE]

Market: NY/NJ
Cell Site Name: Asbury Park Temporary Site
Fixed Asset Number:

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

LESSOR

LESSEE

CITY OF ASBURY PARK

NEW CINGULAR WIRELESS PCS, LLC
a Delaware limited liability company

By:

By: AT&T Mobility Corporation
Its: Manager

Name: John Moor

Name: Gregg Bailey

Title: Mayor

Title: Area Manager, Construction & Engineering

Date:

Date:

Attachment: Asbury Park LEASE - Temporary Site ATT edit (2019-248 : Entering into an MOU with AT&T)

Market: NY/NJ
Cell Site Name: Asbury Park Temporary Site
Fixed Asset Number:

EXHIBIT A

DESCRIPTION OF PROPERTY

to the Agreement dated _____, 2019, by and between CITY OF ASBURY PARK, as Lessor, and NEW CINGULAR WIRELESS PCS, LLC as Lessee.

The Property is described and/or depicted as follows:

Site Address:

1700 Kingsley Street
Asbury Park, New Jersey 07712

Block 4304, Lot 1

Attachment: Asbury Park LEASE - Temporary Site ATT edit (2019-248 : Entering into an MOU with AT&T)

Market: NY/NJ
Cell Site Name: Asbury Park Temporary Site
Fixed Asset Number:

EXHIBIT B

SEE ATTACHED

Attachment: Asbury Park LEASE - Temporary Site ATT edit (2019-248 : Entering into an MOU with AT&T)



RESOLUTION NO. 2019-249

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

AUTHORIZING THE CITY OF ASBURY PARK TO ENTER INTO A MEMORANDUM OF UNDERSTANDING ("MOU") WITH VERIZON

WHEREAS, the City of Asbury Park has partnered with Verizon and its subcontractors to install free WiFi and upgraded cellular service along the Springwood Avenue Corridor and the Central Business District; and

WHEREAS, Verizon and its partners have identified areas where coverage can be improved; and

WHEREAS, two (2) additional utility poles need to be replaced and upgraded at no cost to the City; and

WHEREAS, two new sites and one hardware upgrade shall be completed at the following address: 1213 Ocean Ave which is a new stealth light pole; 203 Second Ave which is a new wood pole; and 220 Cookman Ave which is replacement of a light pole with hardware improvements; and

WHEREAS, the City Manager is hereby authorized to sign the MOU that is attached to this Resolution.

NOW, THEREFORE IT BE RESOLVED by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey that the City Manager is hereby authorized to sign the MOU to replace and upgrade existing utility poles for the free WiFi and upgraded cellular service.

I, MELODY HARTSGROVE, Deputy 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. 2019-249 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 10th DAY OF July, 2019.

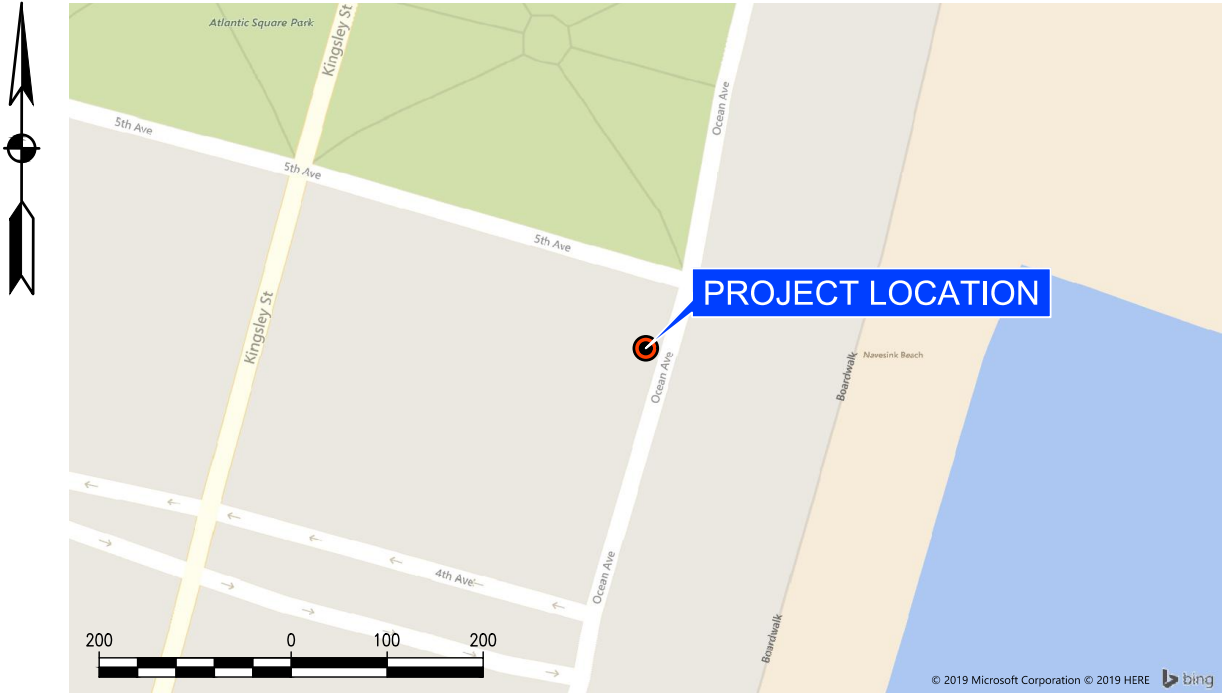
MELODY HARTSGROVE
DEPUTY CITY CLERK

JS ASBURY PARK 03 SC PROPOSED RADIO EQUIPMENT CABINET AND ANTENNA

1213 OCEAN AVE
ASBURY PARK CITY, NJ
LAT: 40°13'23.57" (W) / 40.223215°
LONG: 73°59'58.14" (W) / -73.999484°



SATELLITE IMAGE



STREET MAP

PROJECT SUMMARY	
SITE NAME:	JS ASBURY PARK 03 SC
POLE NUMBER:	NO STENCIL
SITE ADDRESS:	1213 OCEAN AVE ASBURY PARK CITY, NJ MONMOUTH COUNTY
STRUCTURE OWNER:	SQF, LLC
SERVICE TERRITORY:	ELE - JCPL TEL - VZT
APPLICANT:	NY SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS
ROW OWNER:	MUNICIPAL
MAP/BLOCK/LOT	UNK/4105/2
TAX MAP ADDRESS:	100 FIFTH AVENUE
STRUCTURE TYPE:	PROPOSED STREET LIGHT

SHEET INDEX	
SHEET NUMBER	DESCRIPTION
CD-1	TITLE SHEET
CD-2	GENERAL NOTES
CD-3	POLE ELEVATION
CD-4	POLE GROUNDING AND WIRING
CD-5	PLUMBING & TLU/PMU CONNECTIONS DETAILS
CD-6	EQUIPMENT DETAILS
CD-7	EQUIPMENT DETAILS (CONT.)

CONSTRUCTION DRAWING

PREPARED FOR:



SUBMITTALS

REV	DATE	ISSUED FOR	DRAFTER
1	4/15/19	INITIAL ISSUE	JAT
2	5/21/19	UPDATED STRUCTURE	JMR



ERIC T ANDERSON
NJ PROFESSIONAL ENGINEER #24GE05381400



TILSON

5 East 1st Street, Clifton, NJ 07011
T: (207) 591-6427
info@tilsontech.com tilsontech.com
C.O.A. #24GA28286200

JS ASBURY PARK 03 SC
1213 OCEAN AVE
ASBURY PARK CITY, NJ
MONMOUTH COUNTY

SHEET TITLE

TITLE SHEET

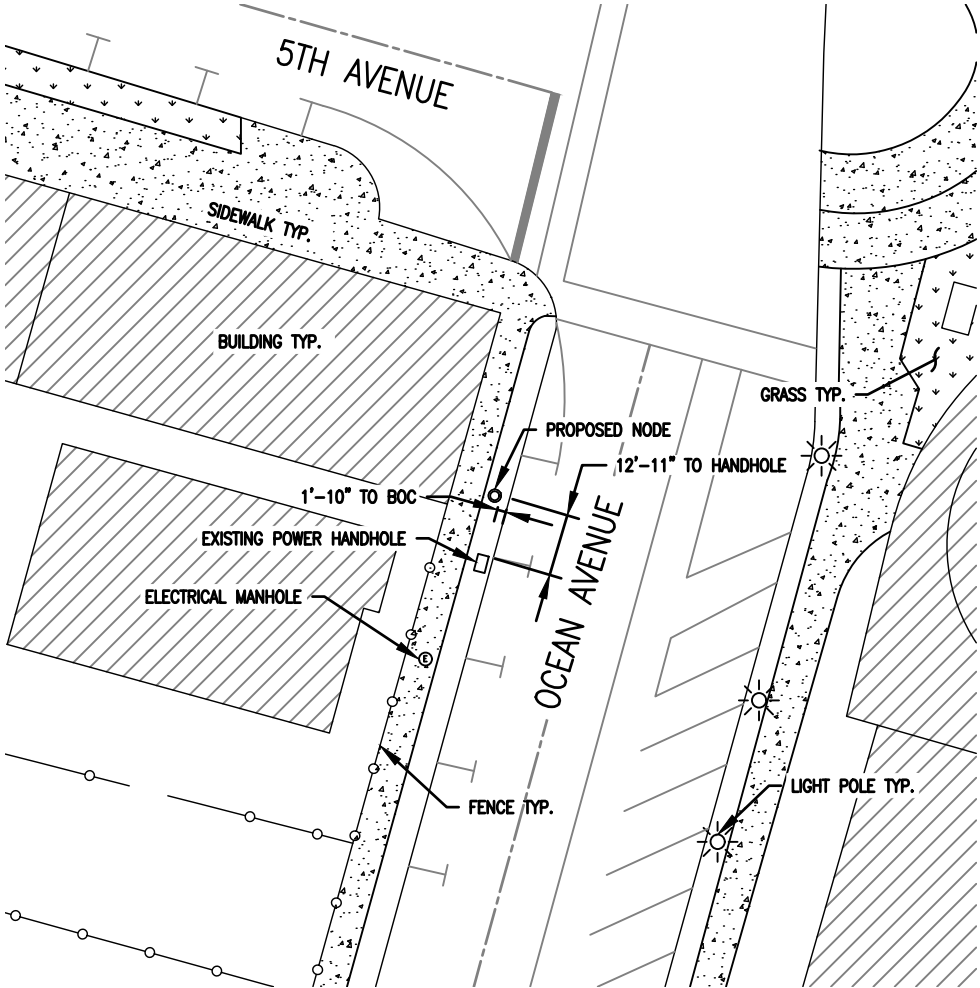
DRAFTED BY:	APPROVED BY:	SHEET:	REV
JAT	ETA	CD-1	1

GENERAL NOTES:

1. ALL UNDERGROUND UTILITY INFORMATION PRESENTED HEREIN WAS DETERMINED BY ENGINEER FROM SURFACE EVIDENCE AND PLANS ON RECORD. ALL UNDERGROUND UTILITIES SHOULD BE LOCATED IN THE FIELD BY CONTRACTOR PRIOR TO COMMENCEMENT OF ALL SITE WORK. CONTRACTOR SHALL CALL DIGSAFE A MINIMUM OF 72 HOURS PRIOR TO PLANNED CONSTRUCTION ACTIVITY.
2. ALL WORK SHALL BE COMPLETED BY CONTRACTOR IN ACCORDANCE WITH ALL GUIDELINES AND REGULATIONS OUTLINED IN WORK PERMITS FURNISHED BY ENGINEER.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH NFPA-70, NESC {LATEST EDITION}, AND ALL LOCAL BUILDING CODES AND STANDARDS.
4. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, EQUIPMENT, AND LABOR TO COMPLETE ELECTRICAL SYSTEMS SHOWN ON THESE PLANS AS SPECIFIED HEREIN. THE INTENT OF THESE SPECIFICATIONS AND CONTRACT DRAWINGS IS TO PROVIDE DETAILS OF THE VARIOUS SYSTEMS DESCRIBED HEREIN AND INDICATED ON THESE DRAWINGS. ANY LISTING OR INDICATION OF ITEMS FURNISHED OR WORK TO BE PERFORMED SHALL NOT BE COMPLETE IN ITSELF AND SHALL NOT LIMIT THE GENERAL REQUIREMENTS TO FURNISH AND INSTALL EQUIPMENT, ACCESSORIES, CONTROLS, ETC., TO COMPLETE THE CONTRACT IN A SUBSTANTIAL AND FULLY FUNCTIONAL MANNER.
5. THE CONTRACTOR SHALL VISIT THE SITE WITH PLANS AND SPECIFICATIONS IN HAND AND SHALL BECOME THOROUGHLY FAMILIAR WITH ALL CONDITIONS UNDER WHICH CONSTRUCTION ACTIVITIES WILL BE PERFORMED. THE CONTRACTOR SHALL CONFIRM PRIOR TO COMMENCING WORK THAT SUCH EXAMINATION HAS BEEN MADE AND DIFFICULTIES, IF ANY, NOTED AND REPORTED TO THE ENGINEER. CLAIMS FOR EXTRA COST OF LABOR, MATERIALS, AND EQUIPMENT REQUIRED FOR ANY DIFFICULTIES ENCOUNTERED WHICH COULD HAVE BEEN FORESEEN WILL NOT BE RECOGNIZED.
6. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND/OR ERECTION OF ANY MATERIALS OR EQUIPMENT. ANY UNUSUAL CONDITIONS SHALL BE REPORTED TO THE ENGINEER.
7. THE CONTRACTOR SHALL CLEAN AND REMOVE DEBRIS AND SEDIMENT DEPOSITED ON PUBLIC STREETS, SIDEWALKS, ADJACENT AREAS, OR OTHER PUBLIC WAYS DUE TO ANY CONSTRUCTION ACTIVITY IN A TIMELY MANNER.
8. CONTRACTOR SHALL INCORPORATE PROVISIONS (AS NECESSARY) IN CONSTRUCTION TO PROTECT EXISTING STRUCTURES, PHYSICAL FEATURES, AND MAINTAIN SITE STABILITY DURING CONSTRUCTION. CONTRACTOR SHALL RESTORE ALL AREAS TO ORIGINAL CONDITION AND AS DIRECTED BY PLANS.
9. THE CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR ANY CHANGES AND DEVIATION FROM APPROVED PLANS NOT AUTHORIZED BY THE ENGINEER.
10. DETAILS SHOWN ARE INTENDED TO SHOW END RESULT BASED ON ENGINEERING DESIGN. ANY MODIFICATION TO SUIT FIELD DIMENSIONS AND/OR CONDITIONS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO ANY WORK.
11. BEFORE THE FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL EQUIPMENT AND MATERIALS, REPAIR OR REPLACE PRIVATE OR PUBLIC PROPERTY WHICH MAY HAVE BEEN DAMAGED OR DESTROYED DURING CONSTRUCTION, CLEAN ALL AREAS WITHIN AND ADJACENT TO THE PROJECT WHICH HAD BEEN OBSTRUCTED BY HIS/HER OPERATIONS, AND LEAVE THE PROJECT SITE NEAT AND ACCEPTABLE TO THE ENGINEER.
12. ASSESSMENTS OF ENVIRONMENTAL IMPACTS DETERMINED BY ANY AUTHORITY HAVING JURISDICTION (A.H.J.) WILL BE PERFORMED BY OTHERS.
13. UNLESS OTHERWISE SPECIFIED, COORDINATE AND ELEVATION INFORMATION ARE TAKEN FROM GOOGLE EARTH AND NO SURVEY HAS BEEN COMPLETED.

MATERIAL NOTES:

14. ALL EQUIPMENT, CONDUCTORS, AND DEVICES SHALL COMPLY WITH NESC {LATEST EDITION} REQUIREMENTS AND LOCAL UTILITY SPECIFICATIONS.
15. ALL EQUIPMENT, RACEWAYS, CABLES, AND CONDUCTORS SHALL BE PROPERLY ANCHORED TO THE UTILITY POLE OR LIGHTING FIXTURE PER NESC REQUIREMENTS AND LOCAL UTILITY SPECIFICATIONS.
16. ALL GROUNDING SHALL BE IN ACCORDANCE WITH NESC REQUIREMENTS AND LOCAL UTILITY SPECIFICATIONS. GROUND CONDUCTORS SHALL NOT BE SMALLER THAN #6 AWG COPPER, UNLESS OTHERWISE SPECIFIED.
17. BOLT HOLES SHALL BE PUNCHED OR DRILLED. FLAME CUT HOLES ARE NOT ACCEPTABLE.
18. INSTALL ALL EQUIPMENT AND DEVICES PLUMB AND LEVEL, ACCURATELY FITTED, AND FREE FROM DISTORTIONS AND/OR DEFECTS.
19. NOTIFY THE ENGINEER PRIOR TO FIELD CUTTING OR MODIFYING APPROVED EQUIPMENT.
20. ALL BOLTS, ANCHORS, AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 - ZINC COATING (HOT-DIP) ON IRON AND STEEL HARDWARE.
21. ALL ELECTRICAL EQUIPMENT SHALL BE HOUSED IN NEMA 3R ENCLOSURES.
22. WHEN APPLICABLE, ALL PROPOSED NEW WOOD UTILITY POLES SHALL BE CONSTRUCTION GRADE C OR BETTER.
23. ALL PROPOSED NEW WOOD UTILITY POLES SHALL BE CLASS 2, UNLESS OTHERWISE SPECIFIED.



PROPOSED NODE LOCATION PLAN
NOT TO SCALE
NOTE: LOCATIONS AND DIMENSIONS ARE APPROXIMATE AND BASED UPON AERIAL IMAGES

CONSTRUCTION DRAWING

PREPARED FOR:

verizon

SUBMITTALS

REV	DATE	ISSUED FOR	DRAFTER
1	4/15/19	INITIAL ISSUE	JAT
2	5/21/19	UPDATED STRUCTURE	JMR

STAMP
STATE OF
NEW JERSEY
ERIC T. ANDERSON
No.
24GE05381400
PROFESSIONAL ENGINEER
6/4/19

ERIC T ANDERSON
NJ PROFESSIONAL ENGINEER #24GE05381400

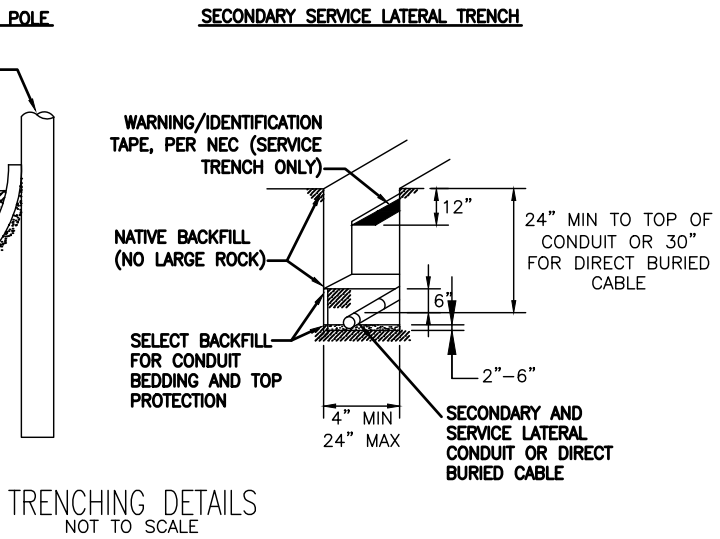
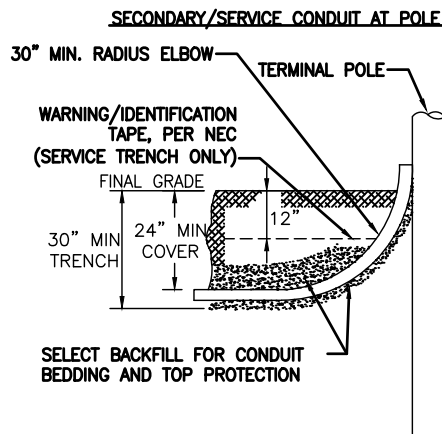
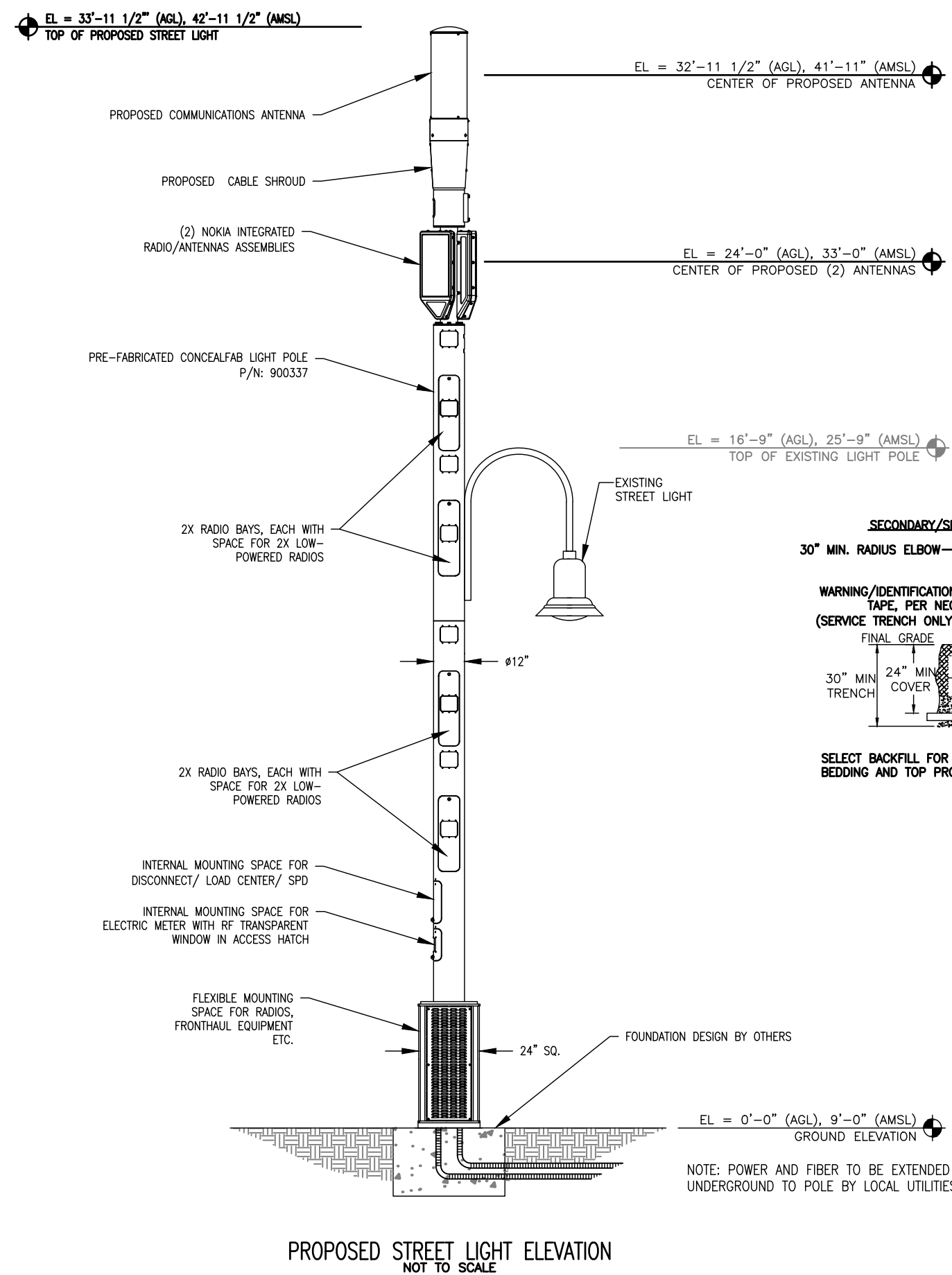
5 East 1st Street, Clifton, NJ 07011
T: (207) 591-6427
info@tilsontech.com tilsontech.com
C.O.A. #24GA28286200

JS ASBURY PARK 03 SC
1213 OCEAN AVE
ASBURY PARK CITY, NJ
MONMOUTH COUNTY

SHEET TITLE

GENERAL NOTES

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JAT	ETA	CD-2	1

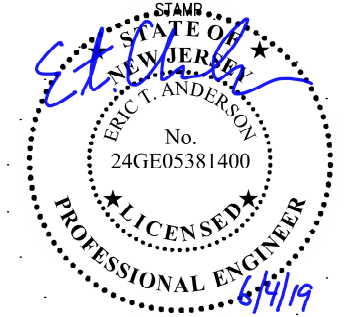


CONSTRUCTION DRAWING
PREPARED FOR:



SUBMITTALS

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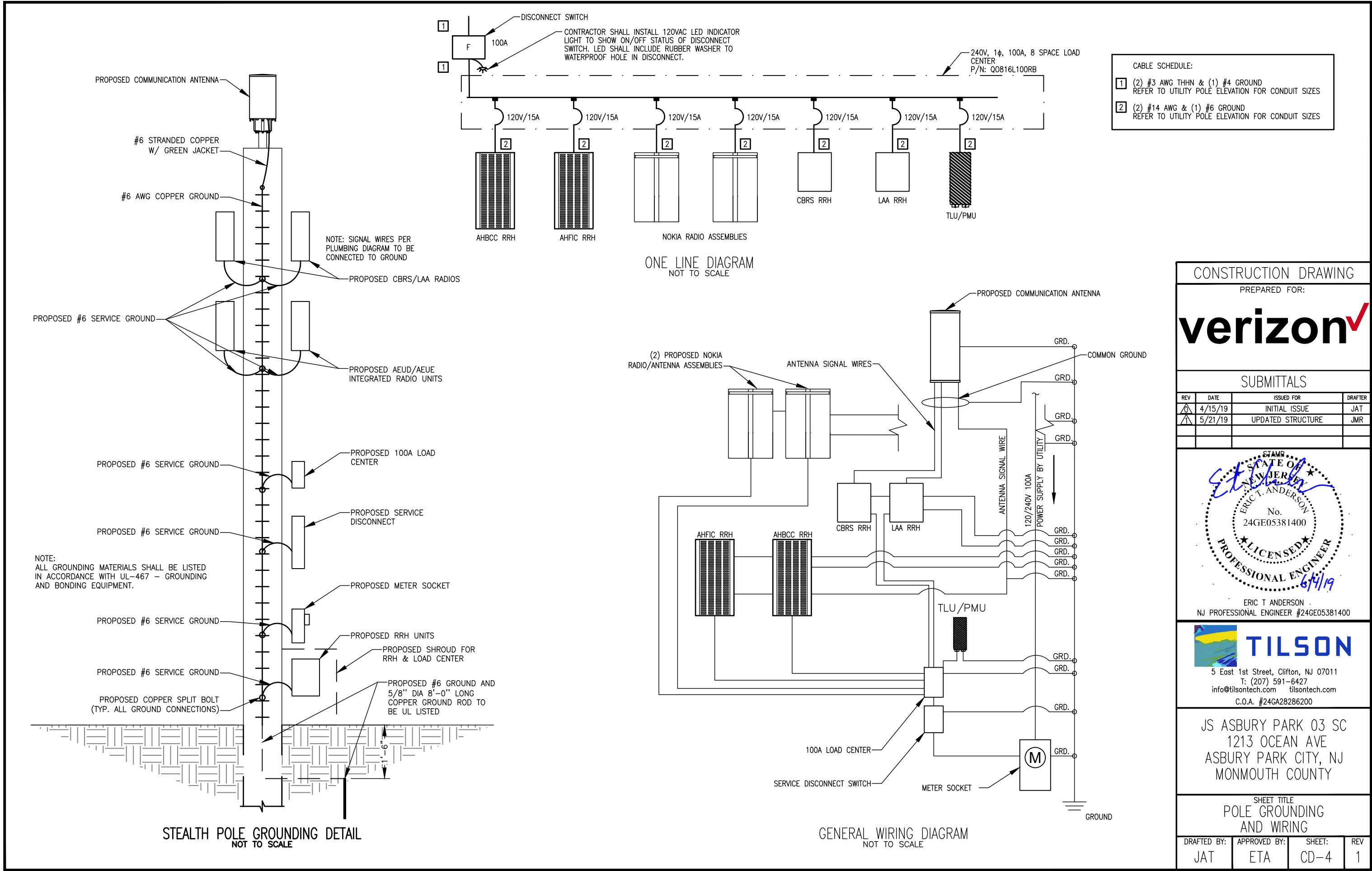
ERIC T ANDERSON
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JS ASBURY PARK 03 SC
1213 OCEAN AVE
ASBURY PARK CITY, NJ
MONMOUTH COUNTY

SHEET TITLE
POLE ELEVATION

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JAT	ETA	CD-3	1



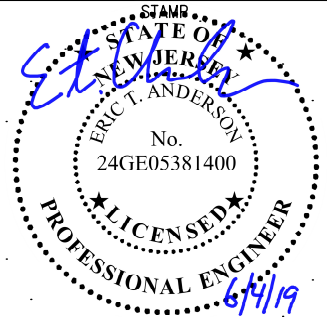
CONSTRUCTION DRAWING

PREPARED FOR:



SUBMITTALS

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ERIC T ANDERSON
NJ PROFESSIONAL ENGINEER #24GE05381400

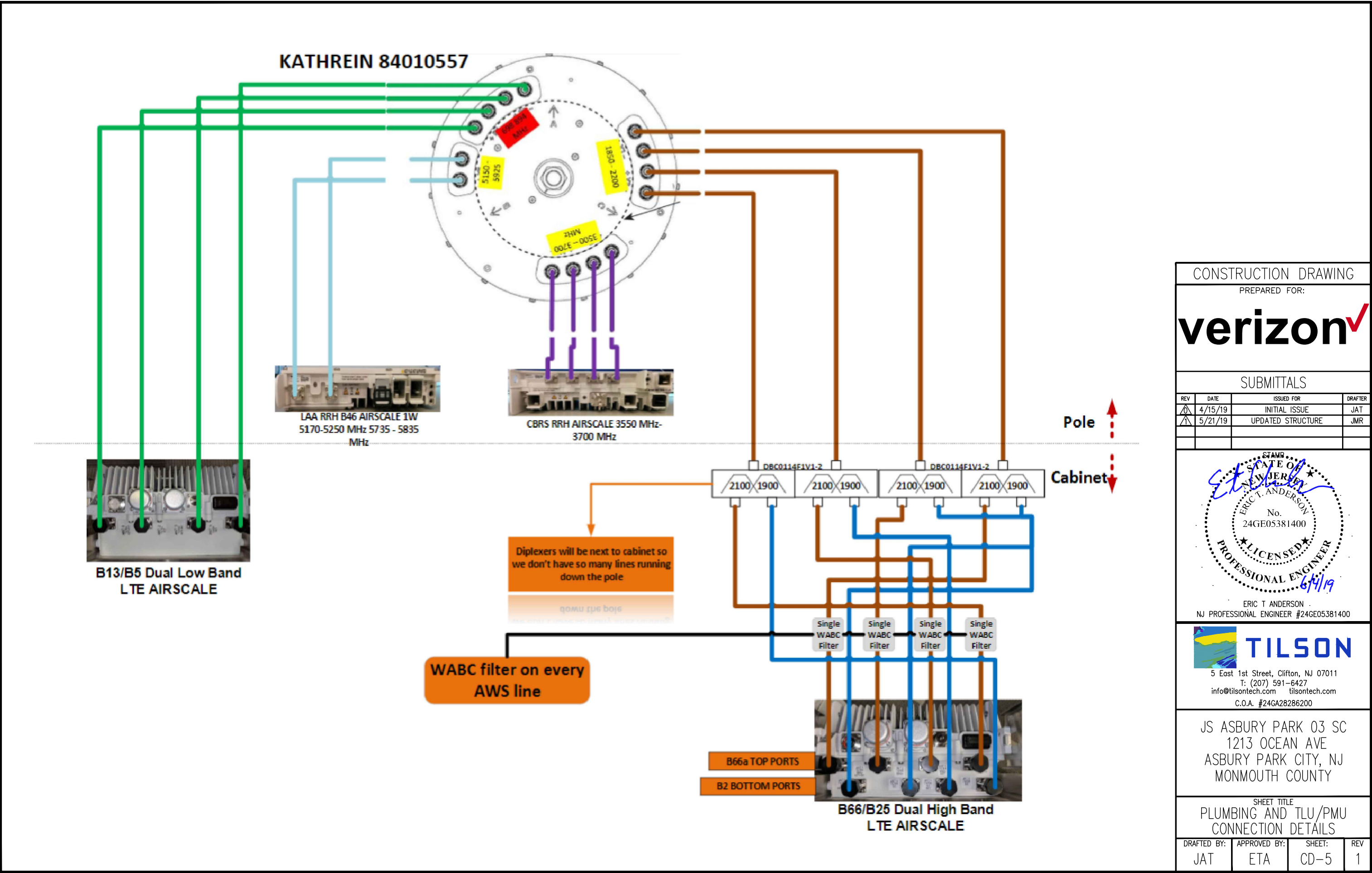


5 East 1st Street, Clifton, NJ 07011
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info@tilsontech.com tilsontech.com
C.O.A. #24GA28286200

JS ASBURY PARK 03 SC
1213 OCEAN AVE
ASBURY PARK CITY, NJ
MONMOUTH COUNTY

SHEET TITLE
POLE GROUNDING
AND WIRING

DRAFTED BY:	APPROVED BY:	SHEET:	REV
JAT	ETA	CD-4	1



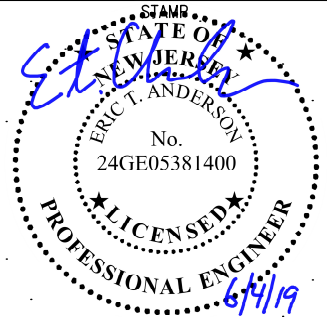
CONSTRUCTION DRAWING

PREPARED FOR:

verizon

SUBMITTALS

REV	DATE	ISSUED FOR	DRAFTER
1	4/15/19	INITIAL ISSUE	JAT
2	5/21/19	UPDATED STRUCTURE	JMR



ERIC T. ANDERSON
NJ PROFESSIONAL ENGINEER #24GE05381400

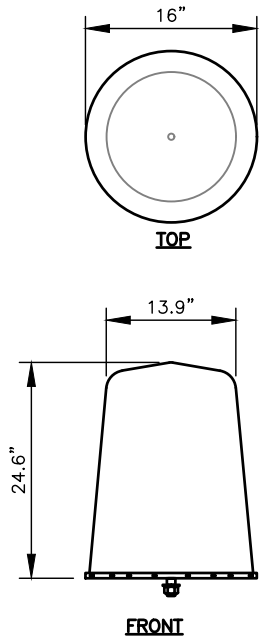
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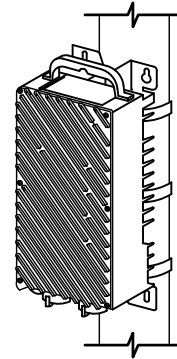
SHEET TITLE
PLUMBING AND TLU/PMU
CONNECTION DETAILS

DRAFTED BY:	APPROVED BY:	SHEET:	REV
JAT	ETA	CD-5	1

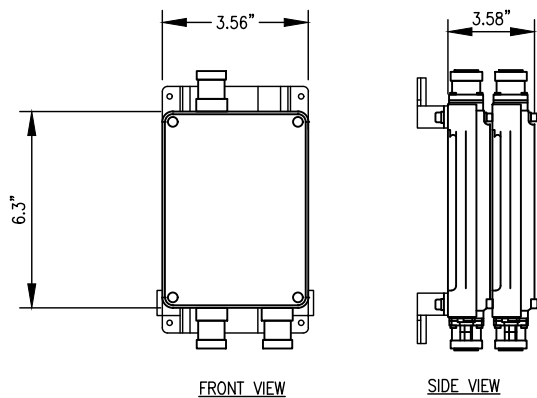
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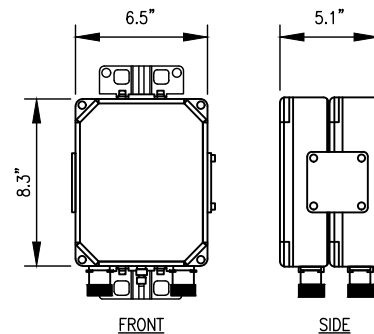
KATHREIN ANTENNA DETAILS
M/N: 84010557
ORIENTATION: 140°
ELECTRICAL TILT: 0°
NOT TO SCALE



ALCATEL-LUCENT 1830 VWM TLU/PMU
(17.7"H x 6.9"W x 3.9"D)
NOT TO SCALE



DIPLEXER DETAIL
P/N: KAEUS DBC0114F1V1-2 (TWIN UNIT)
NOT TO SCALE



AWS BAS FILTER (WABC)
NOT TO SCALE

CONSTRUCTION DRAWING

PREPARED FOR:

verizon

SUBMITTALS

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STAMP

STATE OF NEW JERSEY

ERIC T. ANDERSON

No. 24GE05381400

LICENSED PROFESSIONAL ENGINEER

6/4/19

ERIC T ANDERSON

NJ PROFESSIONAL ENGINEER #24GE05381400

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ASBURY PARK CITY, NJ

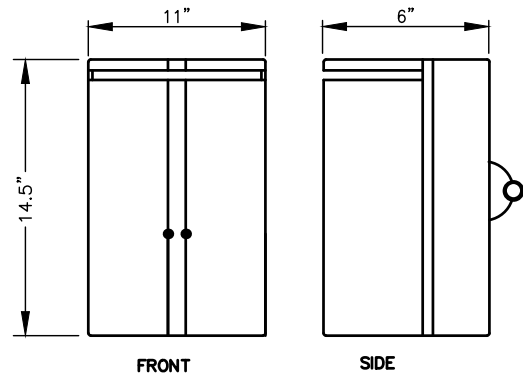
MONMOUTH COUNTY

SHEET TITLE

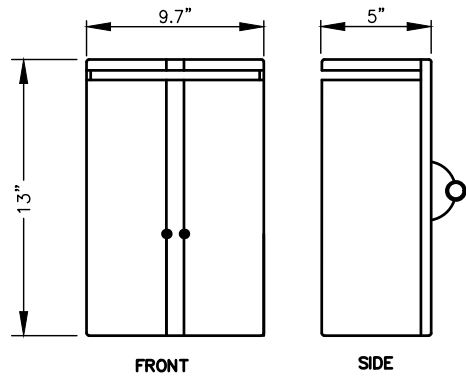
EQUIPMENT DETAILS

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JAT	ETA	CD-6	1

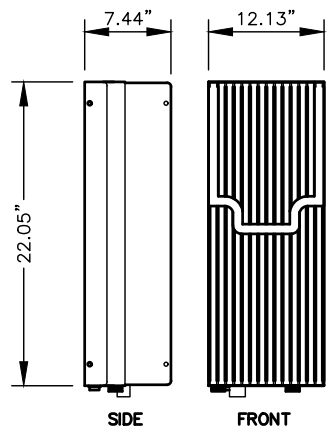
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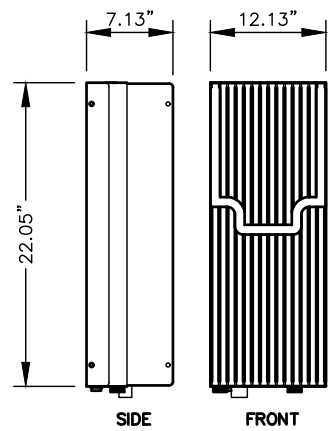
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ORIENTATION: 100°
NOT TO SCALE



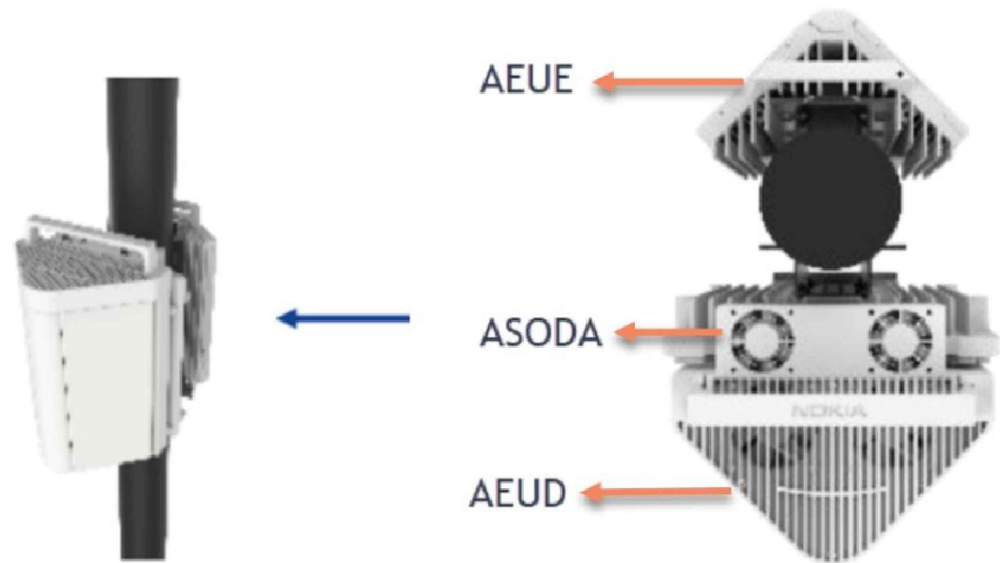
AEUE INTEGRATED RADIO DETAILS
ORIENTATION: 280°
NOT TO SCALE



DUAL 700/850 RADIO DETAILS
B5/B13 RRH 320W
NOT TO SCALE



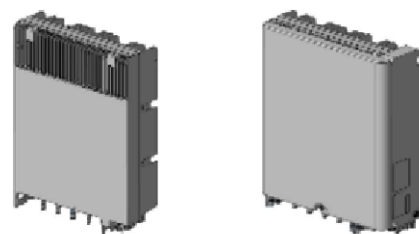
DUAL PCS/AWS RADIO DETAILS
B2/B66A RRH 320W
NOT TO SCALE



AEUD/E + RAP BB MODULE
ASSEMBLY CONFIGURATION
NOT TO SCALE



LAA RADIO DETAIL
AZRB B46 2X1W MICRO RRH
(11.6"Hx9.65"Wx1.77"D)
NOT TO SCALE



CBRS AZQC RADIO DETAIL
3.5GHZ AIRSCALE MICRO RRH
(11.6"Hx9.65"Wx3.15"D)
NOT TO SCALE

CONSTRUCTION DRAWING

PREPARED FOR:

verizon

SUBMITTALS

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ERIC T. ANDERSON

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LICENSED PROFESSIONAL ENGINEER

6/4/19

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NJ PROFESSIONAL ENGINEER #24GE05381400

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JS ASBURY PARK 03 SC

1213 OCEAN AVE

ASBURY PARK CITY, NJ

MONMOUTH COUNTY

SHEET TITLE

EQUIPMENT DETAILS (CONT.)

DRAFTED BY:	APPROVED BY:	SHEET:	REV
JAT	ETA	CD-7	1

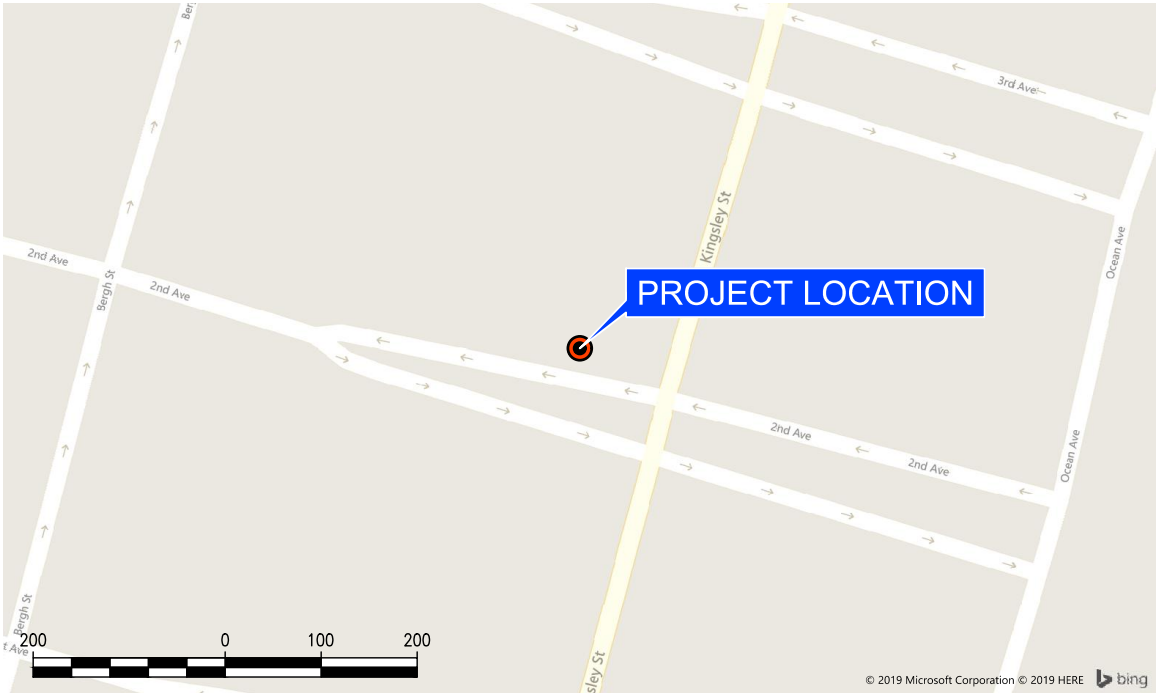
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JS ASBURY PARK 04 SC PROPOSED RADIO EQUIPMENT CABINET AND ANTENNA

203 2ND AVENUE
ASBURY PARK CITY, NJ
LAT: 40°13'14.79" (W) / 40.220776°
LONG: 74°00'07.88" (W) / -74.002190°



SATELLITE IMAGE



STREET MAP

PROJECT SUMMARY	
SITE NAME:	JS ASBURY PARK 04 SC
POLE NUMBER:	NO STENCIL
SITE ADDRESS:	203 2ND AVENUE ASBURY PARK CITY, NJ MONMOUTH COUNTY
STRUCTURE OWNER:	VZT
SERVICE TERRITORY:	ELE - JCPL TEL - VZT
APPLICANT:	NY SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS
ROW OWNER:	MUNICIPAL
MAP/BLOCK/LOT	UNK/4003/8
TAX MAP ADDRESS:	203-205 2ND AVENUE
STRUCTURE TYPE:	PROPOSED UTILITY POLE

SHEET INDEX	
SHEET NUMBER	DESCRIPTION
CD-1	TITLE SHEET
CD-2	GENERAL NOTES
CD-3	POLE ELEVATION AND ORIENTATION
CD-4	POLE GROUNDING AND WIRING
CD-5	PLUMBING & TLU/PMU CONNECTIONS DETAILS
CD-6	EQUIPMENT DETAILS
CD-7	EQUIPMENT DETAILS (CONT.)

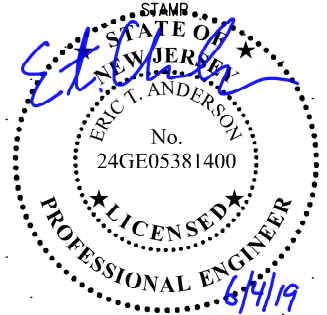
CONSTRUCTION DRAWING

PREPARED FOR:



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MONMOUTH COUNTY

SHEET TITLE

TITLE SHEET

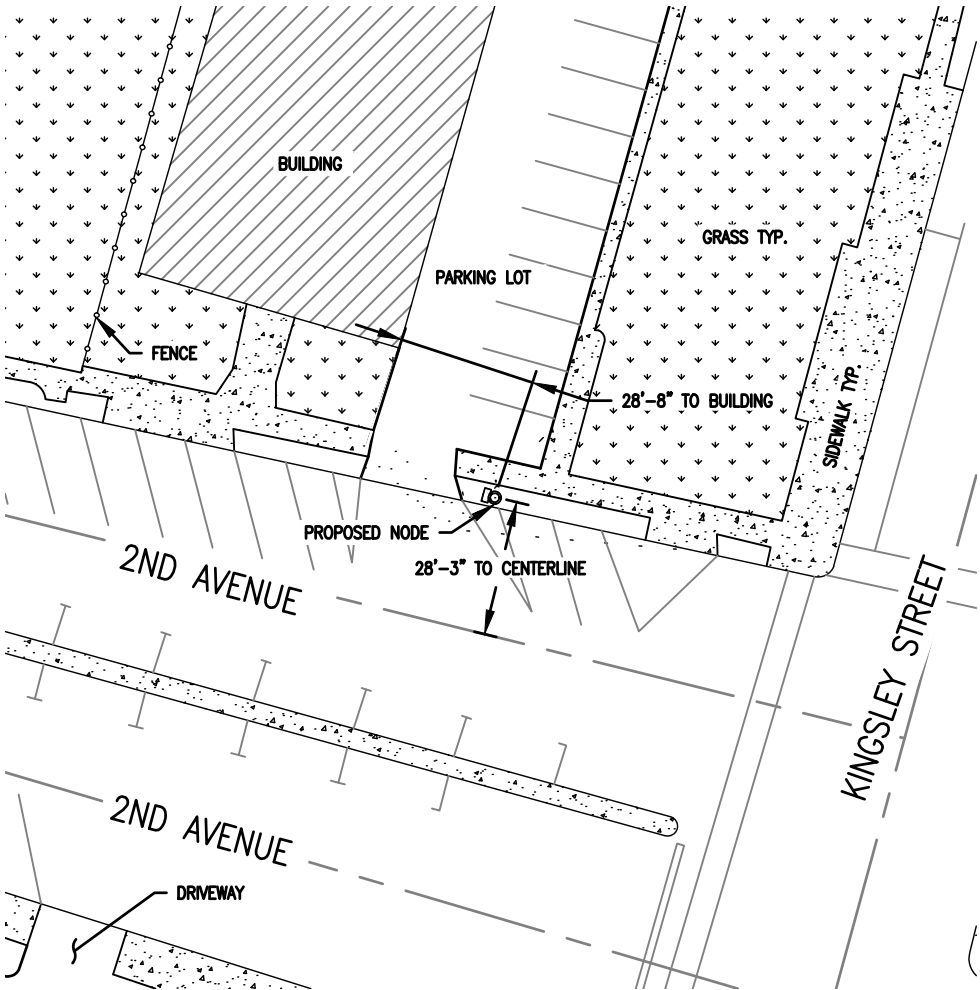
DRAFTED BY:	APPROVED BY:	SHEET:	REV
JMR	ETA	CD-1	1

GENERAL NOTES:

1. ALL UNDERGROUND UTILITY INFORMATION PRESENTED HEREIN WAS DETERMINED BY ENGINEER FROM SURFACE EVIDENCE AND PLANS ON RECORD. ALL UNDERGROUND UTILITIES SHOULD BE LOCATED IN THE FIELD BY CONTRACTOR PRIOR TO COMMENCEMENT OF ALL SITE WORK. CONTRACTOR SHALL CALL DIGSAFE A MINIMUM OF 72 HOURS PRIOR TO PLANNED CONSTRUCTION ACTIVITY.
2. ALL WORK SHALL BE COMPLETED BY CONTRACTOR IN ACCORDANCE WITH ALL GUIDELINES AND REGULATIONS OUTLINED IN WORK PERMITS FURNISHED BY ENGINEER.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH NFPA-70, NESC {LATEST EDITION}, AND ALL LOCAL BUILDING CODES AND STANDARDS.
4. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, EQUIPMENT, AND LABOR TO COMPLETE ELECTRICAL SYSTEMS SHOWN ON THESE PLANS AS SPECIFIED HEREIN. THE INTENT OF THESE SPECIFICATIONS AND CONTRACT DRAWINGS IS TO PROVIDE DETAILS OF THE VARIOUS SYSTEMS DESCRIBED HEREIN AND INDICATED ON THESE DRAWINGS. ANY LISTING OR INDICATION OF ITEMS FURNISHED OR WORK TO BE PERFORMED SHALL NOT BE COMPLETE IN ITSELF AND SHALL NOT LIMIT THE GENERAL REQUIREMENTS TO FURNISH AND INSTALL EQUIPMENT, ACCESSORIES, CONTROLS, ETC., TO COMPLETE THE CONTRACT IN A SUBSTANTIAL AND FULLY FUNCTIONAL MANNER.
5. THE CONTRACTOR SHALL VISIT THE SITE WITH PLANS AND SPECIFICATIONS IN HAND AND SHALL BECOME THOROUGHLY FAMILIAR WITH ALL CONDITIONS UNDER WHICH CONSTRUCTION ACTIVITIES WILL BE PERFORMED. THE CONTRACTOR SHALL CONFIRM PRIOR TO COMMENCING WORK THAT SUCH EXAMINATION HAS BEEN MADE AND DIFFICULTIES, IF ANY, NOTED AND REPORTED TO THE ENGINEER. CLAIMS FOR EXTRA COST OF LABOR, MATERIALS, AND EQUIPMENT REQUIRED FOR ANY DIFFICULTIES ENCOUNTERED WHICH COULD HAVE BEEN FORESEEN WILL NOT BE RECOGNIZED.
6. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND/OR ERECTION OF ANY MATERIALS OR EQUIPMENT. ANY UNUSUAL CONDITIONS SHALL BE REPORTED TO THE ENGINEER.
7. THE CONTRACTOR SHALL CLEAN AND REMOVE DEBRIS AND SEDIMENT DEPOSITED ON PUBLIC STREETS, SIDEWALKS, ADJACENT AREAS, OR OTHER PUBLIC WAYS DUE TO ANY CONSTRUCTION ACTIVITY IN A TIMELY MANNER.
8. CONTRACTOR SHALL INCORPORATE PROVISIONS (AS NECESSARY) IN CONSTRUCTION TO PROTECT EXISTING STRUCTURES, PHYSICAL FEATURES, AND MAINTAIN SITE STABILITY DURING CONSTRUCTION. CONTRACTOR SHALL RESTORE ALL AREAS TO ORIGINAL CONDITION AND AS DIRECTED BY PLANS.
9. THE CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR ANY CHANGES AND DEVIATION FROM APPROVED PLANS NOT AUTHORIZED BY THE ENGINEER.
10. DETAILS SHOWN ARE INTENDED TO SHOW END RESULT BASED ON ENGINEERING DESIGN. ANY MODIFICATION TO SUIT FIELD DIMENSIONS AND/OR CONDITIONS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO ANY WORK.
11. BEFORE THE FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL EQUIPMENT AND MATERIALS, REPAIR OR REPLACE PRIVATE OR PUBLIC PROPERTY WHICH MAY HAVE BEEN DAMAGED OR DESTROYED DURING CONSTRUCTION, CLEAN ALL AREAS WITHIN AND ADJACENT TO THE PROJECT WHICH HAD BEEN OBSTRUCTED BY HIS/HER OPERATIONS, AND LEAVE THE PROJECT SITE NEAT AND ACCEPTABLE TO THE ENGINEER.
12. ASSESSMENTS OF ENVIRONMENTAL IMPACTS DETERMINED BY ANY AUTHORITY HAVING JURISDICTION (A.H.J.) WILL BE PERFORMED BY OTHERS.
13. UNLESS OTHERWISE SPECIFIED, COORDINATE AND ELEVATION INFORMATION ARE TAKEN FROM GOOGLE EARTH AND NO SURVEY HAS BEEN COMPLETED.

MATERIAL NOTES:

14. ALL EQUIPMENT, CONDUCTORS, AND DEVICES SHALL COMPLY WITH NESC {LATEST EDITION} REQUIREMENTS AND LOCAL UTILITY SPECIFICATIONS.
15. ALL EQUIPMENT, RACEWAYS, CABLES, AND CONDUCTORS SHALL BE PROPERLY ANCHORED TO THE UTILITY POLE OR LIGHTING FIXTURE PER NESC REQUIREMENTS AND LOCAL UTILITY SPECIFICATIONS.
16. ALL GROUNDING SHALL BE IN ACCORDANCE WITH NESC REQUIREMENTS AND LOCAL UTILITY SPECIFICATIONS. GROUND CONDUCTORS SHALL NOT BE SMALLER THAN #6 AWG COPPER, UNLESS OTHERWISE SPECIFIED.
17. BOLT HOLES SHALL BE PUNCHED OR DRILLED. FLAME CUT HOLES ARE NOT ACCEPTABLE.
18. INSTALL ALL EQUIPMENT AND DEVICES PLUMB AND LEVEL, ACCURATELY FITTED, AND FREE FROM DISTORTIONS AND/OR DEFECTS.
19. NOTIFY THE ENGINEER PRIOR TO FIELD CUTTING OR MODIFYING APPROVED EQUIPMENT.
20. ALL BOLTS, ANCHORS, AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 - ZINC COATING (HOT-DIP) ON IRON AND STEEL HARDWARE.
21. ALL ELECTRICAL EQUIPMENT SHALL BE HOUSED IN NEMA 3R ENCLOSURES.
22. WHEN APPLICABLE, ALL PROPOSED NEW WOOD UTILITY POLES SHALL BE CONSTRUCTION GRADE C OR BETTER.
23. ALL PROPOSED NEW WOOD UTILITY POLES SHALL BE CLASS 2, UNLESS OTHERWISE SPECIFIED.



PROPOSED NODE LOCATION PLAN
NOT TO SCALE
NOTE: LOCATIONS AND DIMENSIONS ARE APPROXIMATE AND BASED UPON AERIAL IMAGES

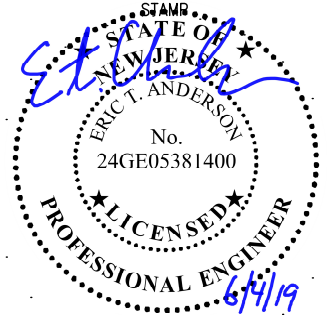
CONSTRUCTION DRAWING

PREPARED FOR:



SUBMITTALS

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ERIC T ANDERSON
NJ PROFESSIONAL ENGINEER #24GE05381400



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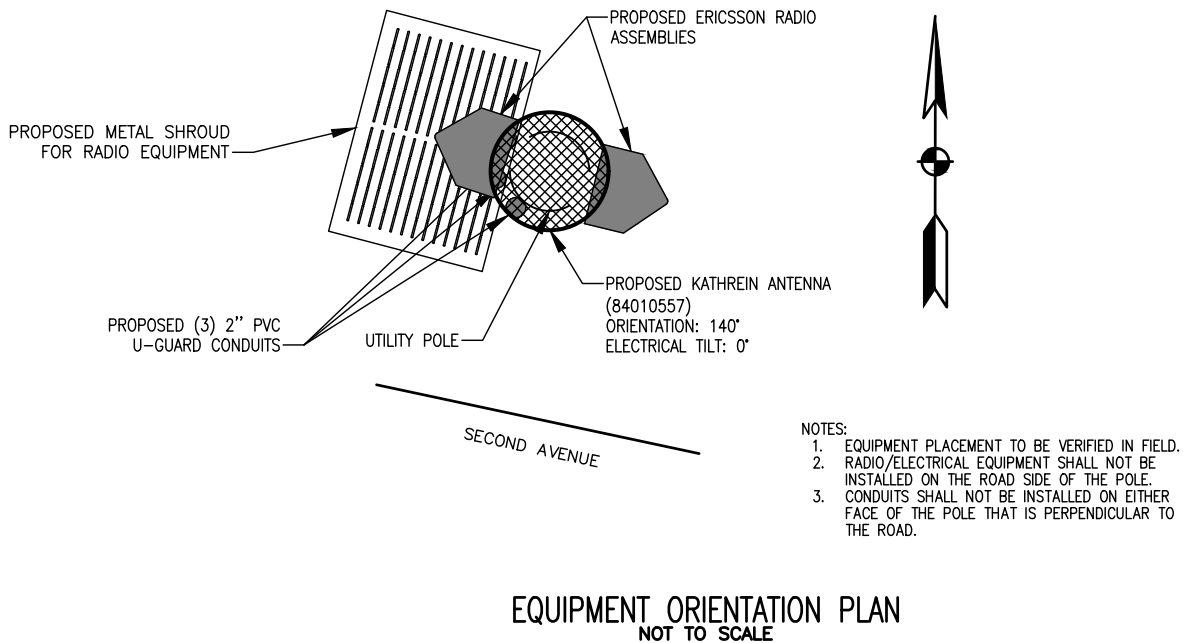
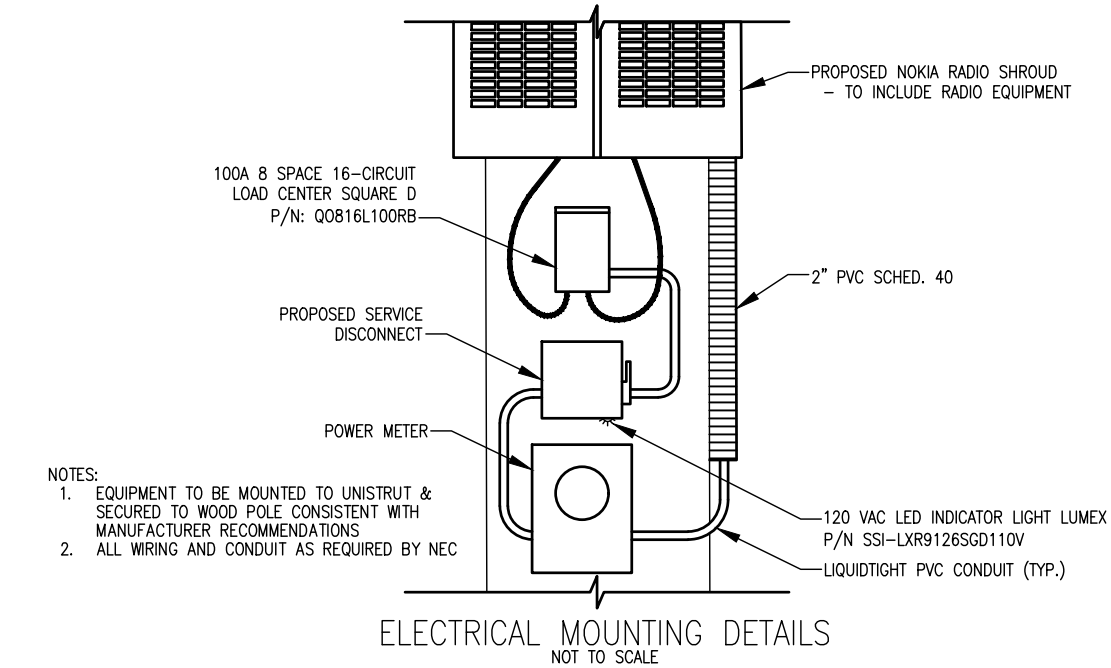
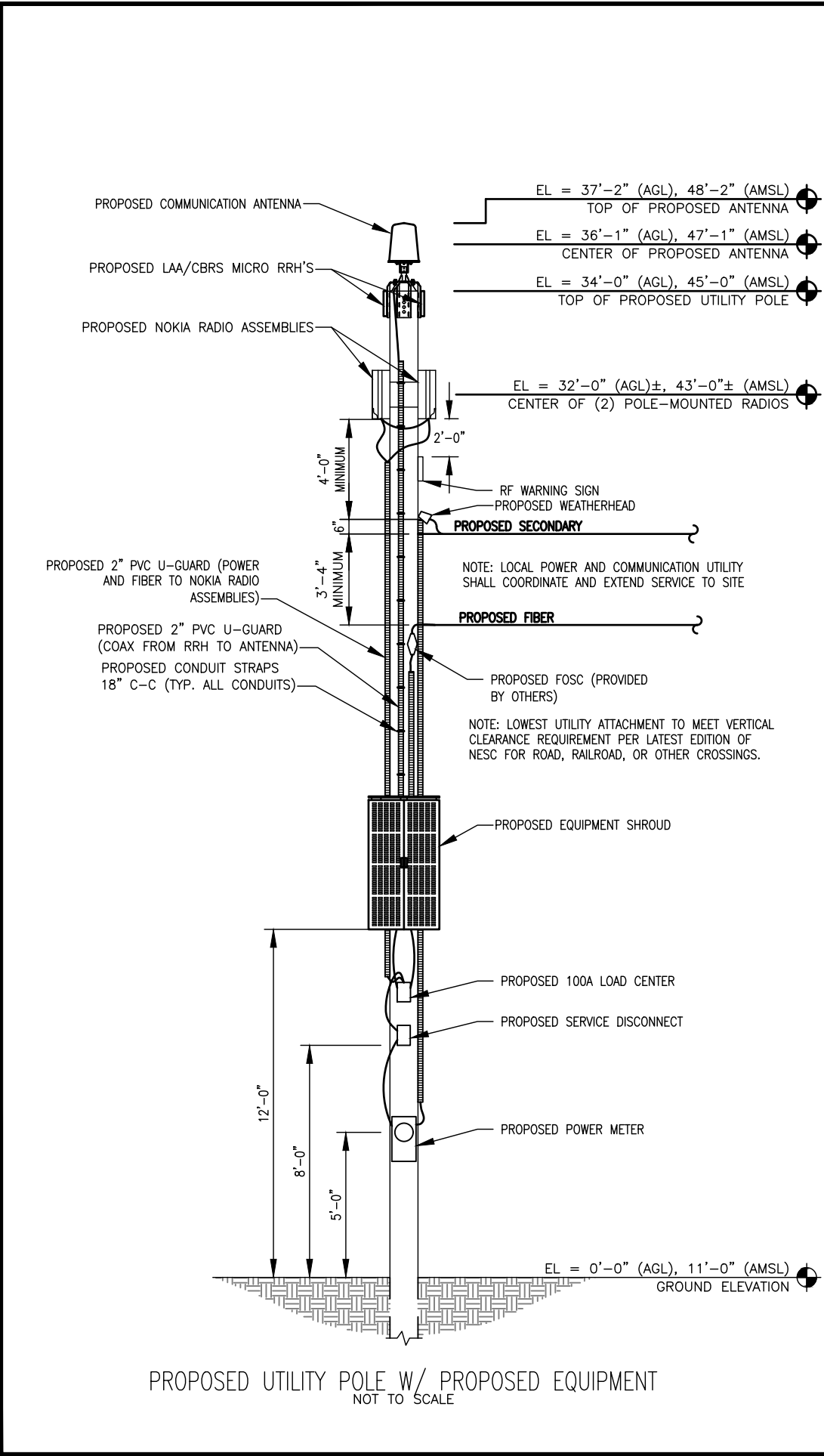
5 East 1st Street, Clifton, NJ 07011
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JS ASBURY PARK 04 SC
203 2ND AVENUE
ASBURY PARK CITY, NJ
MONMOUTH COUNTY

SHEET TITLE

GENERAL NOTES

DRAFTED BY:	APPROVED BY:	SHEET:	REV
JMR	ETA	CD-2	1



CONSTRUCTION DRAWING

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ERIC T. ANDERSON

No. 24GE05381400

PROFESSIONAL ENGINEER

6/4/19

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203 2ND AVENUE

ASBURY PARK CITY, NJ

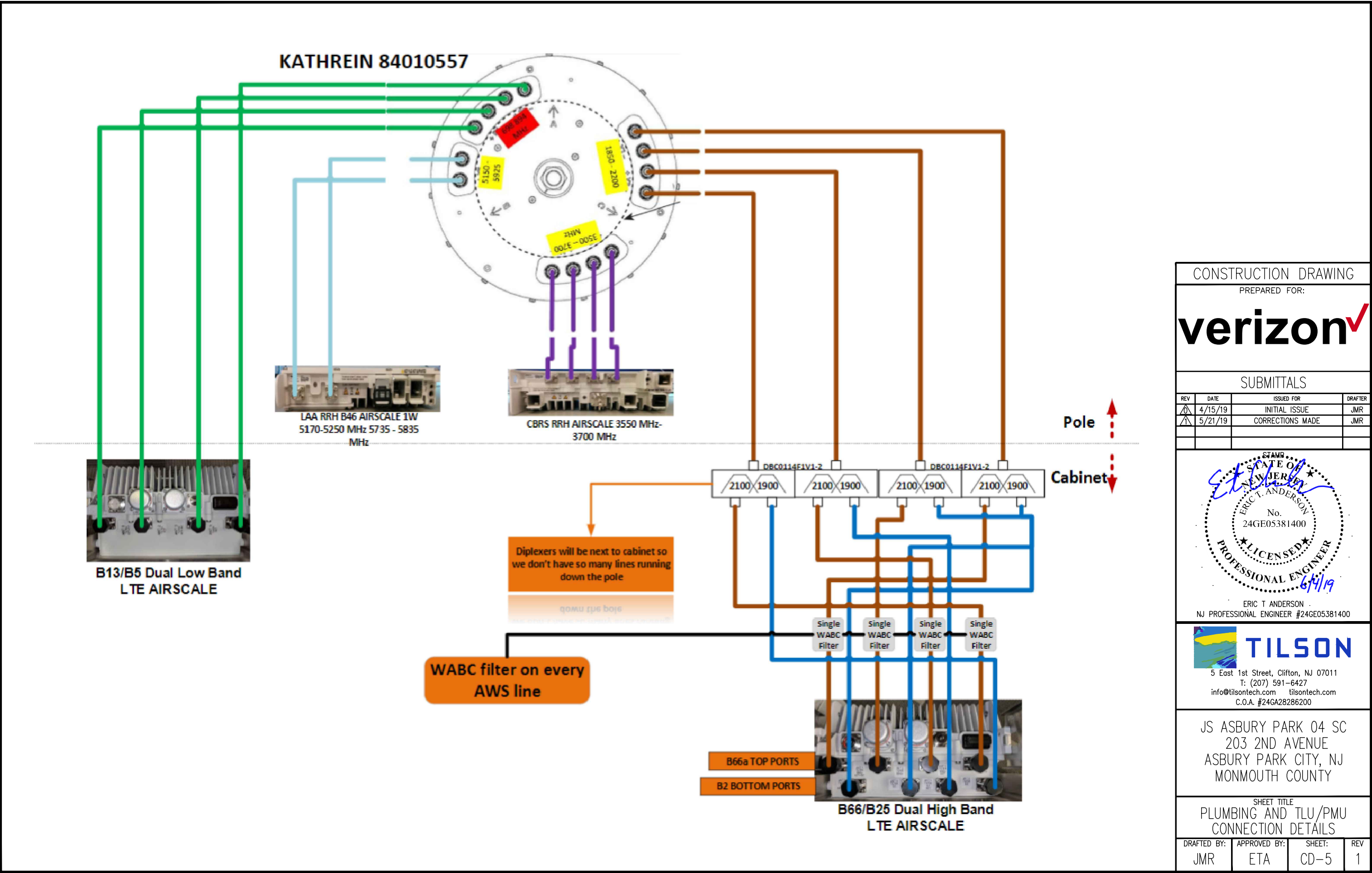
MONMOUTH COUNTY

SHEET TITLE

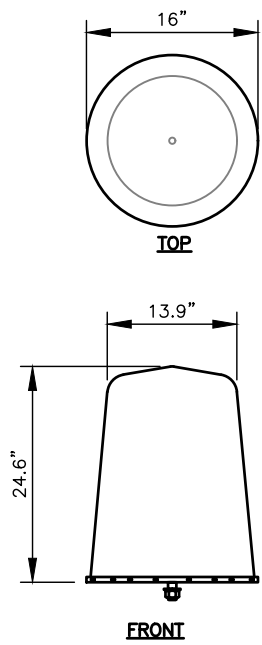
POLE ELEVATION AND ORIENTATION

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JMR	ETA	CD-3	1

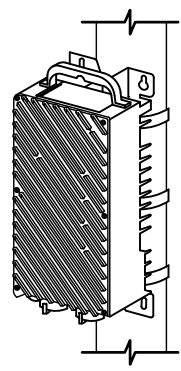




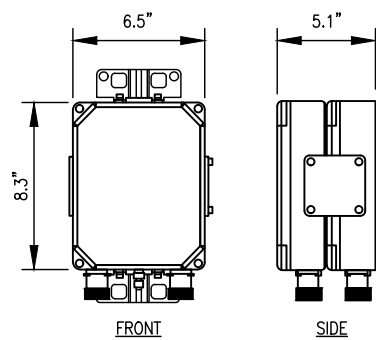
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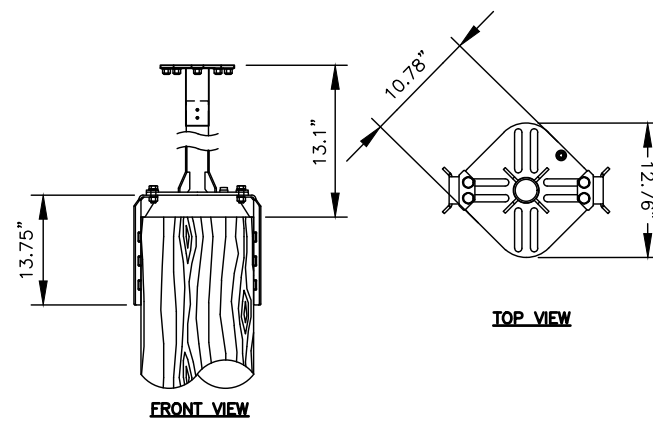
KATHREIN ANTENNA DETAILS
M/N: 84010557
ORIENTATION: 140°
ELECTRICAL TILT: 0°
NOT TO SCALE



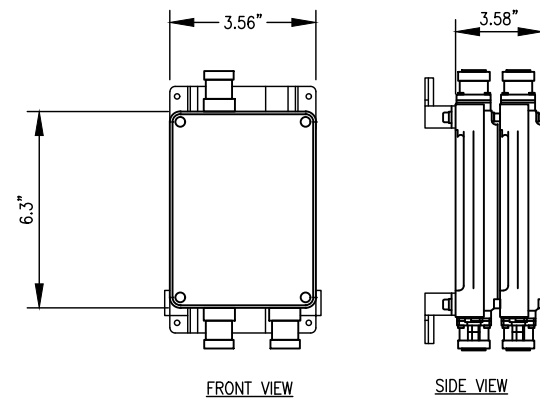
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(17.7"H x 6.9"W x 3.9"D)
NOT TO SCALE



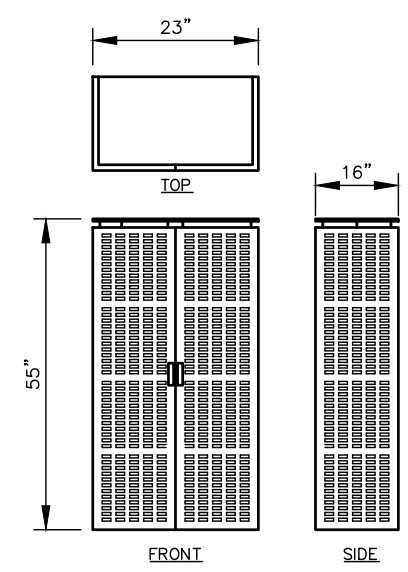
AWS BAS FILTER (WABC)
NOT TO SCALE



ANTENNA MOUNTING DETAILS
CONCEALFAB CANTENNA SLEEVE, (OR EQUAL)
P/N: 007942-1-2
NOT TO SCALE



DIPLEXER DETAIL
P/N: KAELOS DBC0114F1V1-2 (TWIN UNIT)
NOT TO SCALE



RADIO SHROUD DETAIL
CONCEALFAB LEAN CABINET, (OR EQUAL)
NOKIA-CERTIFIED RADIO SHROUD
NOT TO SCALE



ISOMETRIC

CONSTRUCTION DRAWING

PREPARED FOR:

verizon

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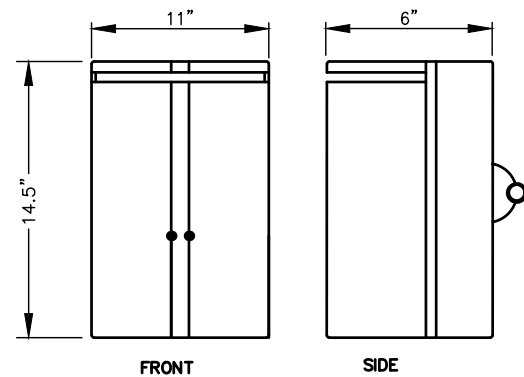
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JS ASBURY PARK 04 SC
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MONMOUTH COUNTY

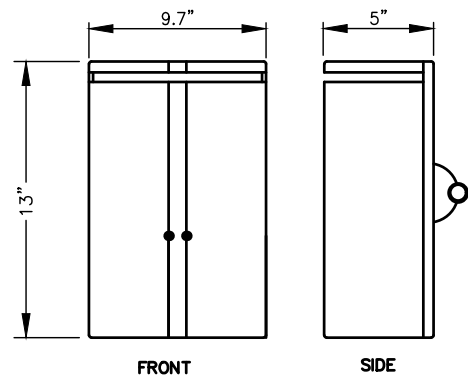
SHEET TITLE

EQUIPMENT DETAILS

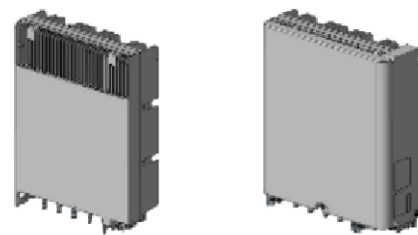
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JMR	ETA	CD-6	1



AEUD INTEGRATED RADIO DETAILS
ORIENTATION: 100°
NOT TO SCALE



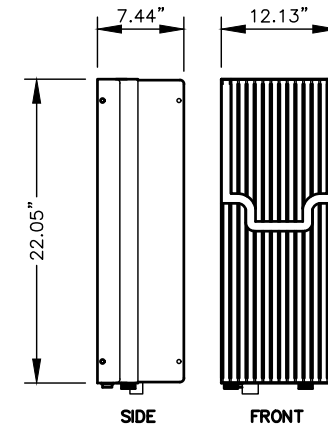
AEUE INTEGRATED RADIO DETAILS
ORIENTATION: 280°
NOT TO SCALE



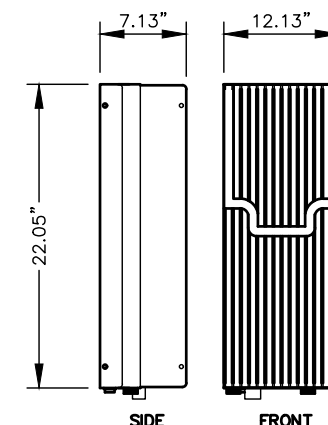
CBRS AZQC RADIO DETAIL
3.5GHZ AIRSCALE MICRO RRH
(11.6"Hx9.65"Wx3.15"D)
NOT TO SCALE



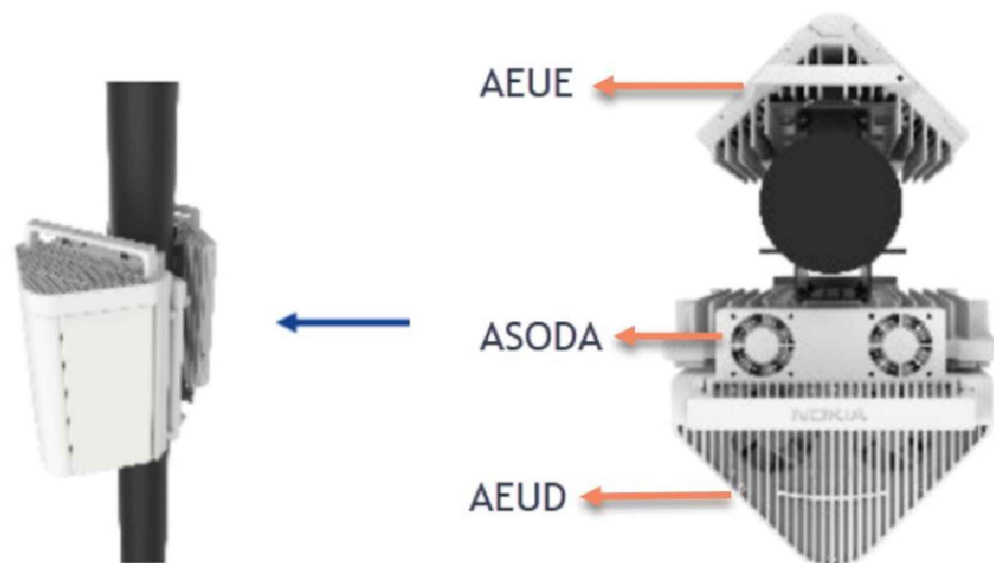
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AZRB B46 2X1W MICRO RRH
(11.6"Hx9.65"Wx1.77"D)
NOT TO SCALE



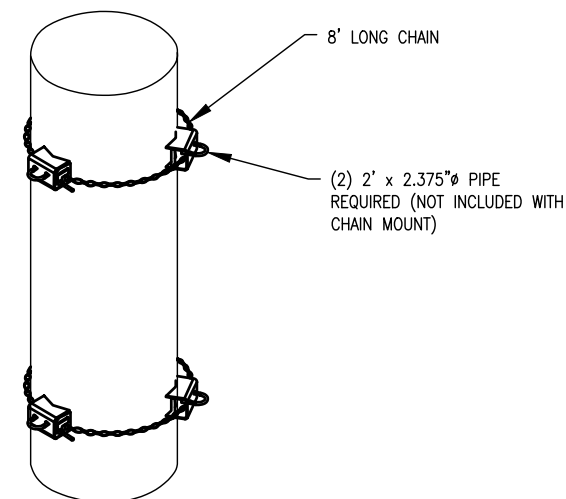
DUAL 700/850 RADIO DETAILS
B5/B13 RRH 320W
NOT TO SCALE



DUAL PCS/AWS RADIO DETAILS
B2/B66A RRH 320W
NOT TO SCALE



AEUD/E + RAP BB MODULE
ASSEMBLY CONFIGURATION
NOT TO SCALE



COMMSCOPE CM-30T-B CHAIN MOUNT
FOR (2) AEUD INTEGRATED RADIOS
NOT TO SCALE

CONSTRUCTION DRAWING

PREPARED FOR:

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ASBURY PARK CITY, NJ

MONMOUTH COUNTY

SHEET TITLE

EQUIPMENT DETAILS (CONT.)

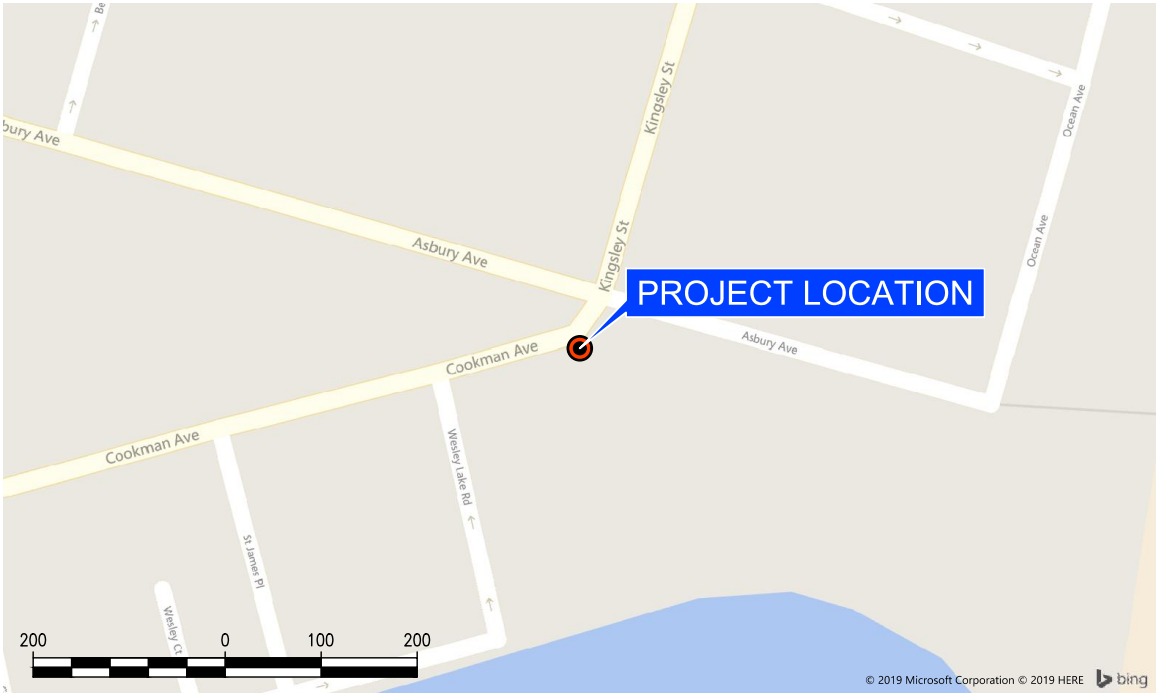
DRAFTED BY:	APPROVED BY:	SHEET:	REV
JMR	ETA	CD-7	1

JS ASBURY PARK 05 SC
PROPOSED RADIO EQUIPMENT
CABINET AND ANTENNA

220 COOKMAN AVE
ASBURY PARK CITY, NJ
LAT: 40°13'05.80" (W) / 40.218279°
LONG: 74°00'09.94" (W) / -74.002760°



SATELLITE IMAGE



STREET MAP

PROJECT SUMMARY	
SITE NAME:	JS ASBURY PARK 05 SC
POLE NUMBER:	NO STENCIL
SITE ADDRESS:	220 COOKMAN AVE ASBURY PARK CITY, NJ MONMOUTH COUNTY
STRUCTURE OWNER:	SQF, LLC
SERVICE TERRITORY:	ELE - JCPL TEL - VZT
APPLICANT:	NY SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS
ROW OWNER:	MUNICIPAL
MAP/BLOCK/LOT	UNK/4503/1
TAX MAP ADDRESS:	100 ASBURY AVENUE
STRUCTURE TYPE:	REPLACEMENT DECORATIVE STREET LIGHT

FLOOD ZONE NOTES	
MAP NUMBER:	34025C0334F
FLOOD ZONE TYPE:	AE
BASE FLOOD ELEVATION:	9'

SHEET INDEX	
SHEET NUMBER	DESCRIPTION
CD-1	TITLE SHEET
CD-2	GENERAL NOTES
CD-3	POLE ELEVATION
CD-4	POLE GROUNDING AND WIRING
CD-5	PLUMBING & TLU/PMU CONNECTIONS DETAILS
CD-6	EQUIPMENT DETAILS
CD-7	EQUIPMENT DETAILS (CONT.)

CONSTRUCTION DRAWING

PREPARED FOR:



SUBMITTALS

REV	DATE	ISSUED FOR	DRAFTER
1	4/15/19	INITIAL ISSUE	JAT
2	5/21/19	UPDATED STRUCTURE	JMR



ERIC T ANDERSON
NJ PROFESSIONAL ENGINEER #24GE05381400



JS ASBURY PARK 05 SC
220 COOKMAN AVE
ASBURY PARK CITY, NJ
MONMOUTH COUNTY

SHEET TITLE

TITLE SHEET

DRAFTED BY:	APPROVED BY:	SHEET:	REV
JAT	ETA	CD-1	1

GENERAL NOTES:

1. ALL UNDERGROUND UTILITY INFORMATION PRESENTED HEREIN WAS DETERMINED BY ENGINEER FROM SURFACE EVIDENCE AND PLANS ON RECORD. ALL UNDERGROUND UTILITIES SHOULD BE LOCATED IN THE FIELD BY CONTRACTOR PRIOR TO COMMENCEMENT OF ALL SITE WORK. CONTRACTOR SHALL CALL DIGSAFE A MINIMUM OF 72 HOURS PRIOR TO PLANNED CONSTRUCTION ACTIVITY.
2. ALL WORK SHALL BE COMPLETED BY CONTRACTOR IN ACCORDANCE WITH ALL GUIDELINES AND REGULATIONS OUTLINED IN WORK PERMITS FURNISHED BY ENGINEER.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH NFPA–70, NESC {LATEST EDITION}, AND ALL LOCAL BUILDING CODES AND STANDARDS.
4. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, EQUIPMENT, AND LABOR TO COMPLETE ELECTRICAL SYSTEMS SHOWN ON THESE PLANS AS SPECIFIED HEREIN. THE INTENT OF THESE SPECIFICATIONS AND CONTRACT DRAWINGS IS TO PROVIDE DETAILS OF THE VARIOUS SYSTEMS DESCRIBED HEREIN AND INDICATED ON THESE DRAWINGS. ANY LISTING OR INDICATION OF ITEMS FURNISHED OR WORK TO BE PERFORMED SHALL NOT BE COMPLETE IN ITSELF AND SHALL NOT LIMIT THE GENERAL REQUIREMENTS TO FURNISH AND INSTALL EQUIPMENT, ACCESSORIES, CONTROLS, ETC., TO COMPLETE THE CONTRACT IN A SUBSTANTIAL AND FULLY FUNCTIONAL MANNER.
5. THE CONTRACTOR SHALL VISIT THE SITE WITH PLANS AND SPECIFICATIONS IN HAND AND SHALL BECOME THOROUGHLY FAMILIAR WITH ALL CONDITIONS UNDER WHICH CONSTRUCTION ACTIVITIES WILL BE PERFORMED. THE CONTRACTOR SHALL CONFIRM PRIOR TO COMMENCING WORK THAT SUCH EXAMINATION HAS BEEN MADE AND DIFFICULTIES, IF ANY, NOTED AND REPORTED TO THE ENGINEER. CLAIMS FOR EXTRA COST OF LABOR, MATERIALS, AND EQUIPMENT REQUIRED FOR ANY DIFFICULTIES ENCOUNTERED WHICH COULD HAVE BEEN FORESEEN WILL NOT BE RECOGNIZED.
6. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND/OR ERECTION OF ANY MATERIALS OR EQUIPMENT. ANY UNUSUAL CONDITIONS SHALL BE REPORTED TO THE ENGINEER.
7. THE CONTRACTOR SHALL CLEAN AND REMOVE DEBRIS AND SEDIMENT DEPOSITED ON PUBLIC STREETS, SIDEWALKS, ADJACENT AREAS, OR OTHER PUBLIC WAYS DUE TO ANY CONSTRUCTION ACTIVITY IN A TIMELY MANNER.
8. CONTRACTOR SHALL INCORPORATE PROVISIONS (AS NECESSARY) IN CONSTRUCTION TO PROTECT EXISTING STRUCTURES, PHYSICAL FEATURES, AND MAINTAIN SITE STABILITY DURING CONSTRUCTION. CONTRACTOR SHALL RESTORE ALL AREAS TO ORIGINAL CONDITION AND AS DIRECTED BY PLANS.
9. THE CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR ANY CHANGES AND DEVIATION FROM APPROVED PLANS NOT AUTHORIZED BY THE ENGINEER.
10. DETAILS SHOWN ARE INTENDED TO SHOW END RESULT BASED ON ENGINEERING DESIGN. ANY MODIFICATION TO SUIT FIELD DIMENSIONS AND/OR CONDITIONS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO ANY WORK.
11. BEFORE THE FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL EQUIPMENT AND MATERIALS, REPAIR OR REPLACE PRIVATE OR PUBLIC PROPERTY WHICH MAY HAVE BEEN DAMAGED OR DESTROYED DURING CONSTRUCTION, CLEAN ALL AREAS WITHIN AND ADJACENT TO THE PROJECT WHICH HAD BEEN OBSTRUCTED BY HIS/HER OPERATIONS, AND LEAVE THE PROJECT SITE NEAT AND ACCEPTABLE TO THE ENGINEER.
12. ASSESSMENTS OF ENVIRONMENTAL IMPACTS DETERMINED BY ANY AUTHORITY HAVING JURISDICTION (A.H.J.) WILL BE PERFORMED BY OTHERS.
13. UNLESS OTHERWISE SPECIFIED, COORDINATE AND ELEVATION INFORMATION ARE TAKEN FROM GOOGLE EARTH AND NO SURVEY HAS BEEN COMPLETED.

MATERIAL NOTES:

14. ALL EQUIPMENT, CONDUCTORS, AND DEVICES SHALL COMPLY WITH NESC {LATEST EDITION} REQUIREMENTS AND LOCAL UTILITY SPECIFICATIONS.
15. ALL EQUIPMENT, RACEWAYS, CABLES, AND CONDUCTORS SHALL BE PROPERLY ANCHORED TO THE UTILITY POLE OR LIGHTING FIXTURE PER NESC REQUIREMENTS AND LOCAL UTILITY SPECIFICATIONS.
16. ALL GROUNDING SHALL BE IN ACCORDANCE WITH NESC REQUIREMENTS AND LOCAL UTILITY SPECIFICATIONS. GROUND CONDUCTORS SHALL NOT BE SMALLER THAN #6 AWG COPPER, UNLESS OTHERWISE SPECIFIED.
17. BOLT HOLES SHALL BE PUNCHED OR DRILLED. FLAME CUT HOLES ARE NOT ACCEPTABLE.
18. INSTALL ALL EQUIPMENT AND DEVICES PLUMB AND LEVEL, ACCURATELY FITTED, AND FREE FROM DISTORTIONS AND/OR DEFECTS.
19. NOTIFY THE ENGINEER PRIOR TO FIELD CUTTING OR MODIFYING APPROVED EQUIPMENT.
20. ALL BOLTS, ANCHORS, AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 – ZINC COATING (HOT–DIP) ON IRON AND STEEL HARDWARE.
21. ALL ELECTRICAL EQUIPMENT SHALL BE HOUSED IN NEMA 3R ENCLOSURES.
22. WHEN APPLICABLE, ALL PROPOSED NEW WOOD UTILITY POLES SHALL BE CONSTRUCTION GRADE C OR BETTER.
23. ALL PROPOSED NEW WOOD UTILITY POLES SHALL BE CLASS 2, UNLESS OTHERWISE SPECIFIED.

CONSTRUCTION DRAWING

PREPARED FOR:



SUBMITTALS

REV	DATE	ISSUED FOR	DRAFTER
	4/15/19	INITIAL ISSUE	JAT
	5/21/19	UPDATED STRUCTURE	JMR



ERIC T ANDERSON
NJ PROFESSIONAL ENGINEER #24GE05381400



TILSON

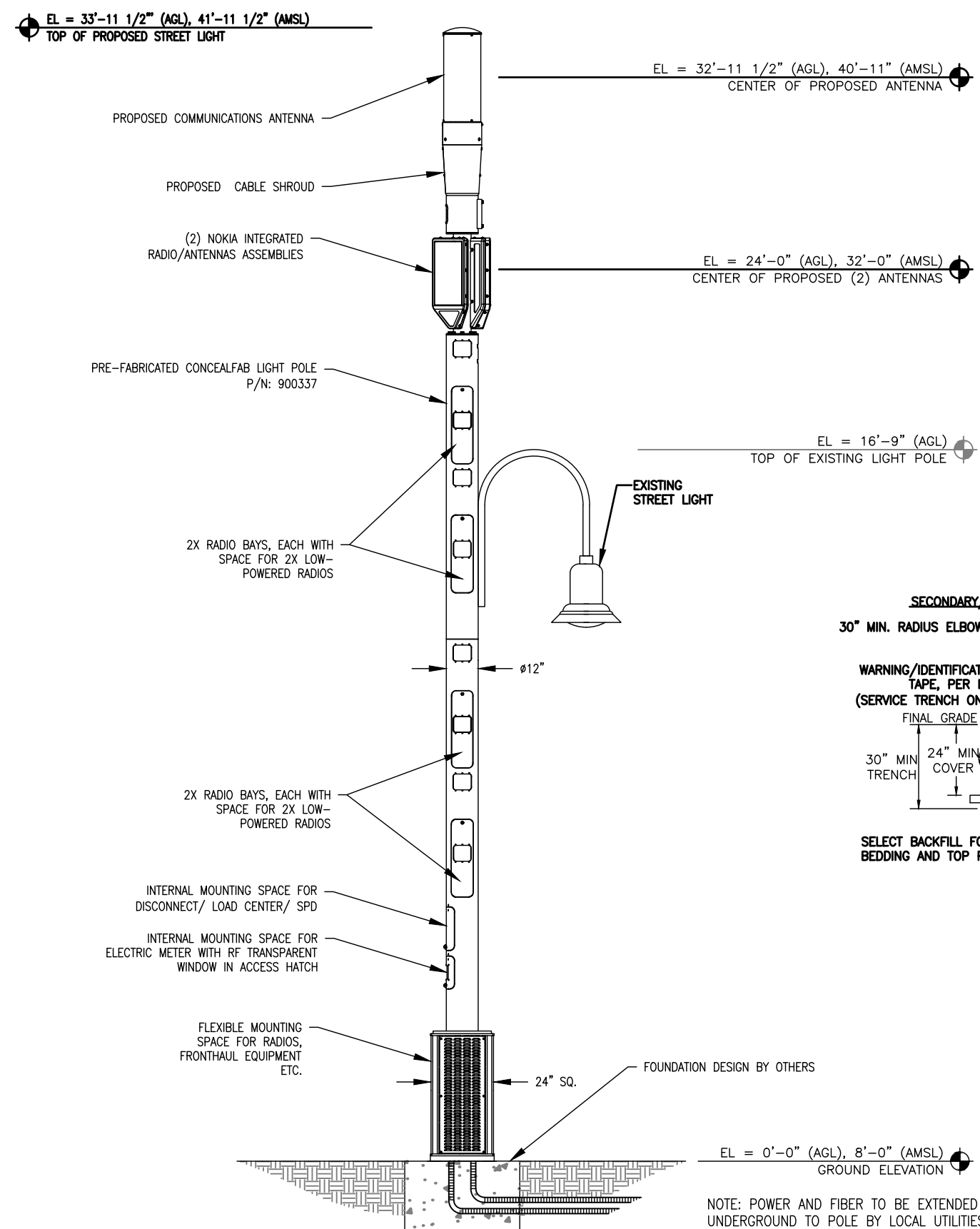
5 East 1st Street, Clifton, NJ 07011
T: (207) 591–6427
info@tilsontech.com tilsontech.com
C.O.A. #24GA28286200

JS ASBURY PARK 05 SC
220 COOKMAN AVE
ASBURY PARK CITY, NJ
MONMOUTH COUNTY

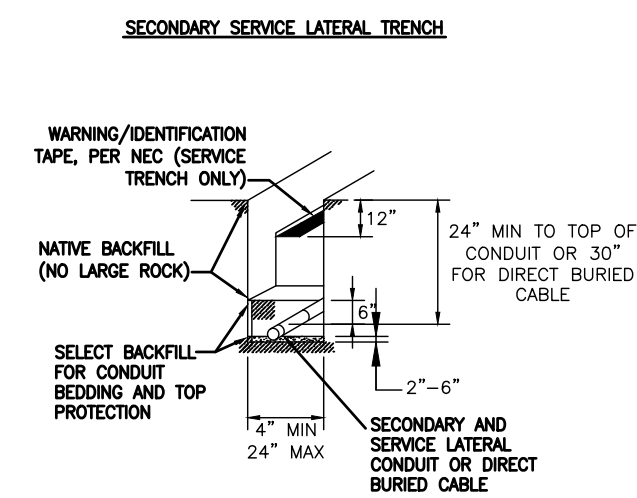
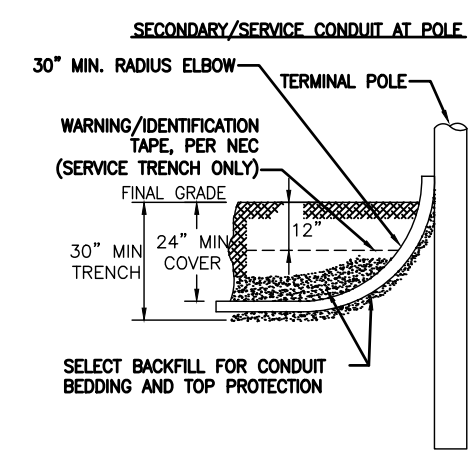
SHEET TITLE

GENERAL NOTES

DRAFTED BY:	APPROVED BY:	SHEET:	REV
JAT	ETA	CD–2	1



PROPOSED STREET LIGHT ELEVATION
NOT TO SCALE



TRENCHING DETAILS
NOT TO SCALE

CONSTRUCTION DRAWING
PREPARED FOR:
verizon

SUBMITTALS

REV	DATE	ISSUED FOR	DRAFTER
1	4/15/19	INITIAL ISSUE	JAT
2	5/21/19	UPDATED STRUCTURE	JMR

ERIC T. ANDERSON
NJ PROFESSIONAL ENGINEER #24GE05381400

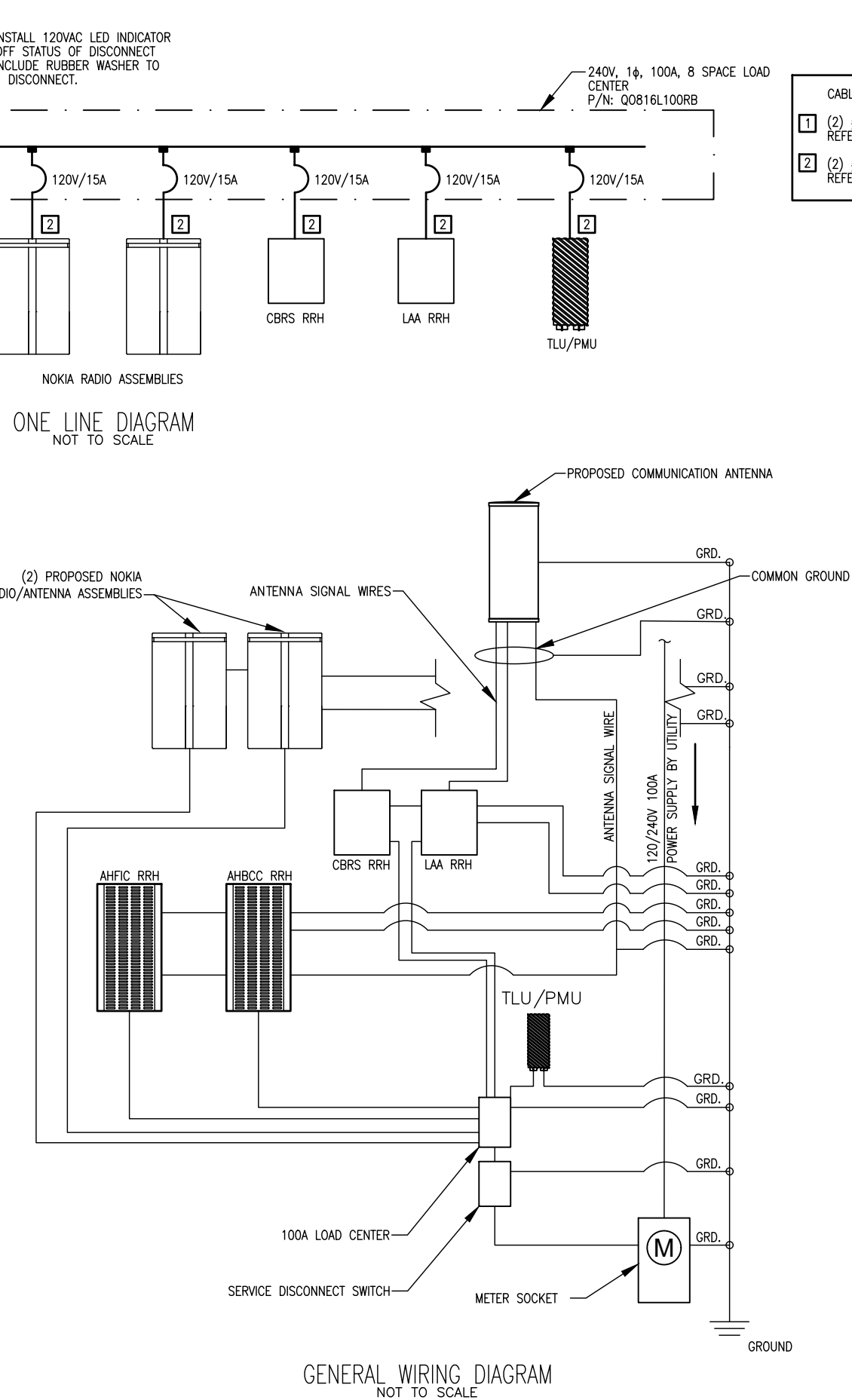
5 East 1st Street, Clifton, NJ 07011
T: (207) 591-6427
info@tilsonotech.com tilsonotech.com
C.O.A. #24GA28286200

JS ASBURY PARK 05 SC
220 COOKMAN AVE
ASBURY PARK CITY, NJ
MONMOUTH COUNTY

SHEET TITLE
POLE ELEVATION

DRAFTED BY:	APPROVED BY:	SHEET:	REV
JAT	ETA	CD-3	1

Attachment: JS_ASBURY PARK 05 SC_CD_REV_1_2019-5-21 stamped (2019-249 : Entering into an MOU)



CABLE SCHEDULE:

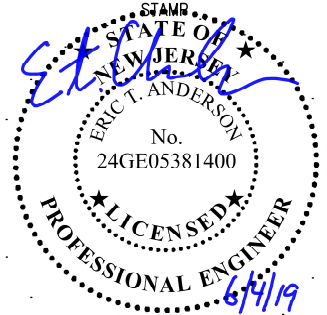
1	(2) #3 AWG THHN & (1) #4 GROUND REFER TO UTILITY POLE ELEVATION FOR CONDUIT SIZES
2	(2) #14 AWG & (1) #6 GROUND REFER TO UTILITY POLE ELEVATION FOR CONDUIT SIZES

CONSTRUCTION DRAWING
PREPARED FOR:



SUBMITTALS

REV	DATE	ISSUED FOR	DRAWN BY
0	4/15/19	INITIAL ISSUE	JL
1	5/21/19	UPDATED STRUCTURE	JL



ERIC T ANDERSON
NJ PROFESSIONAL ENGINEER #24GE05381400



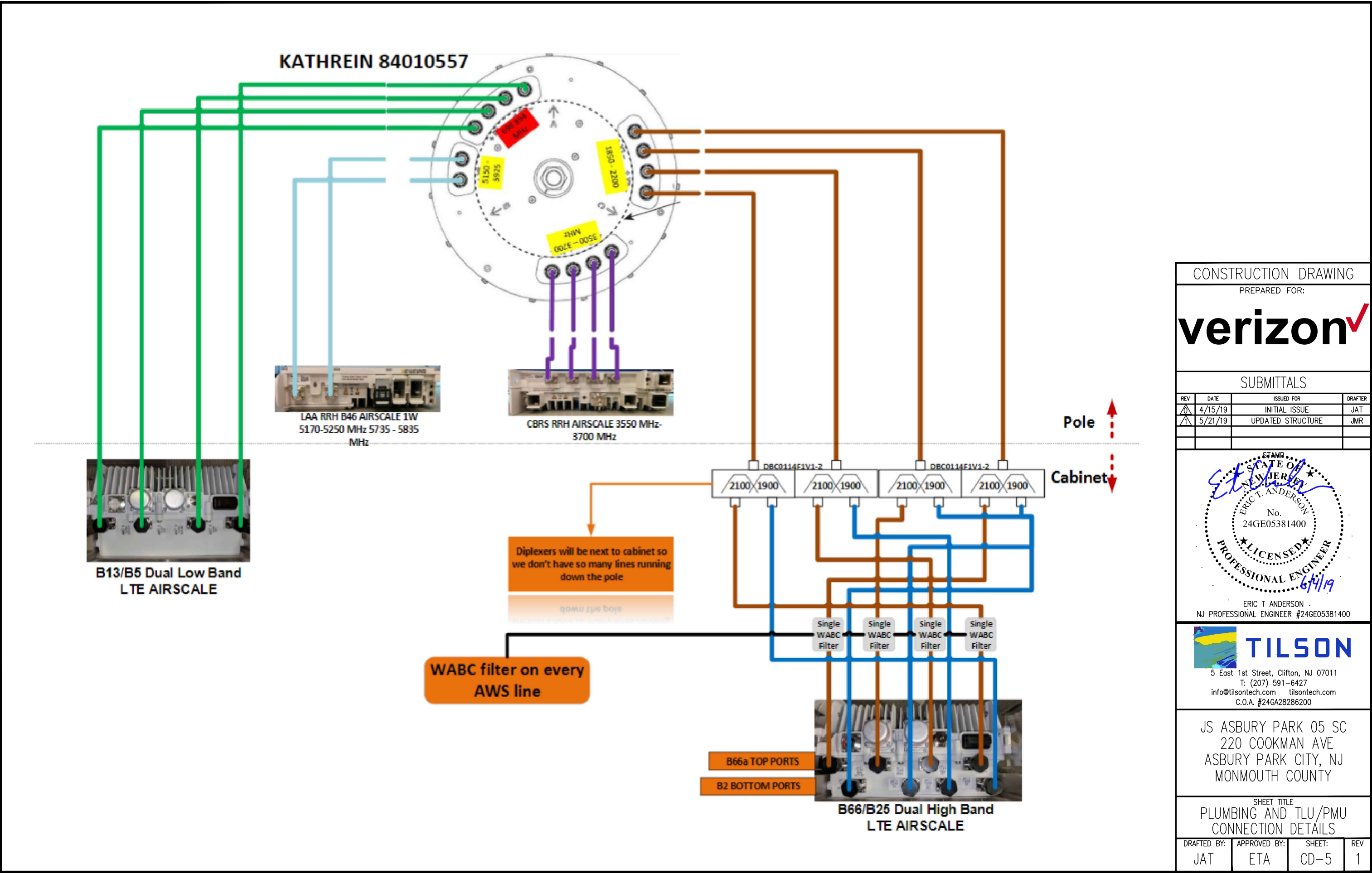
TILSON

5 East 1st Street, Clifton, NJ 07011
T: (207) 591-6427
info@tilsontech.com tilson-tech.com
C.O.A. #24GA28286200

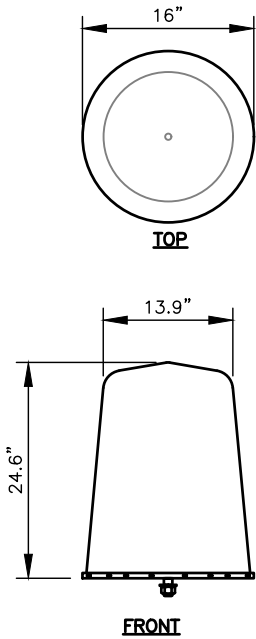
JS ASBURY PARK 05 SC
220 COOKMAN AVE
ASBURY PARK CITY, NJ
MONMOUTH COUNTY

SHEET TITLE
POLE GROUNDING
AND WIRING

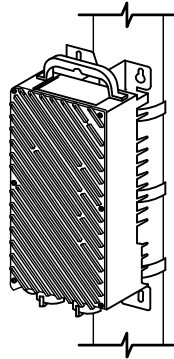
DRAFTED BY: JAT	APPROVED BY: ETA	SHEET: CD-4	R
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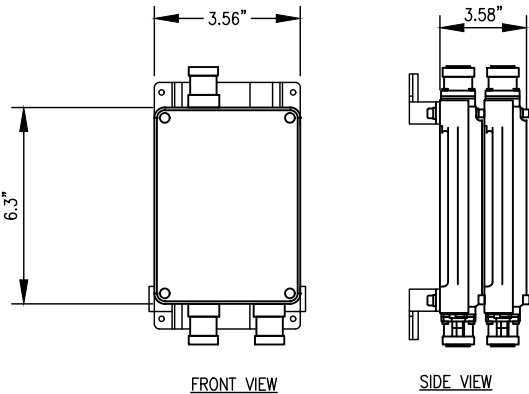
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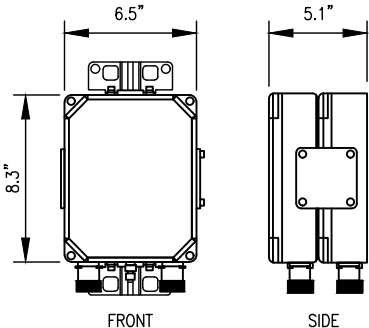
KATHREIN ANTENNA DETAILS
M/N: 84010557
ORIENTATION: 140°
ELECTRICAL TILT: 0°
NOT TO SCALE



ALCATEL-LUCENT 1830 VWM TLU/PMU
(17.7"H x 6.9"W x 3.9"D)
NOT TO SCALE



DIPLEXER DETAIL
P/N: KAEUS DBC0114F1V1-2 (TWIN UNIT)
NOT TO SCALE



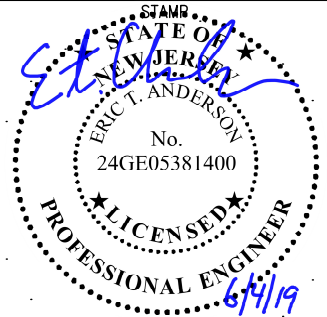
AWS BAS FILTER (WABC)
NOT TO SCALE

CONSTRUCTION DRAWING
PREPARED FOR:



SUBMITTALS

REV	DATE	ISSUED FOR	DRAFTER
1	4/15/19	INITIAL ISSUE	JAT
2	5/21/19	UPDATED STRUCTURE	JMR



ERIC T ANDERSON
NJ PROFESSIONAL ENGINEER #24GE05381400

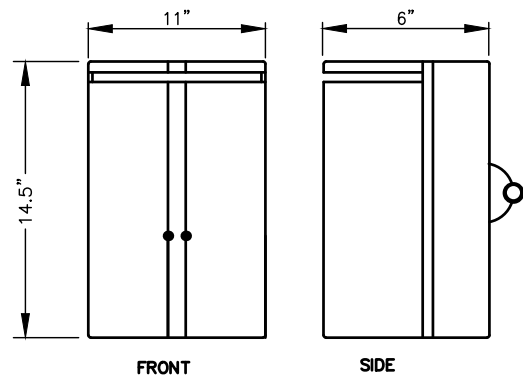
**TILSON**

5 East 1st Street, Clifton, NJ 07011
T: (207) 591-6427
info@tilsontech.com tilsontech.com
C.O.A. #24GA28286200

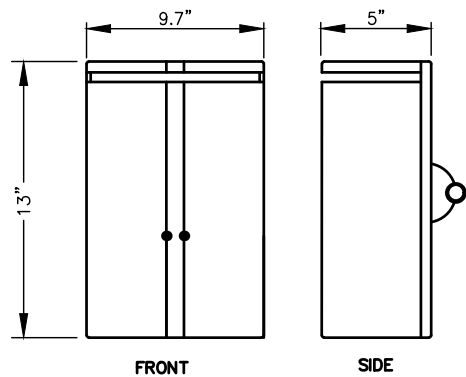
JS ASBURY PARK 05 SC
220 COOKMAN AVE
ASBURY PARK CITY, NJ
MONMOUTH COUNTY

SHEET TITLE
EQUIPMENT DETAILS

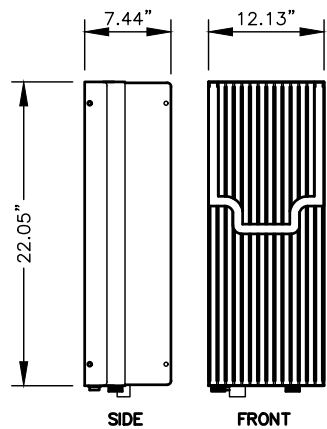
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JAT	ETA	CD-6	1



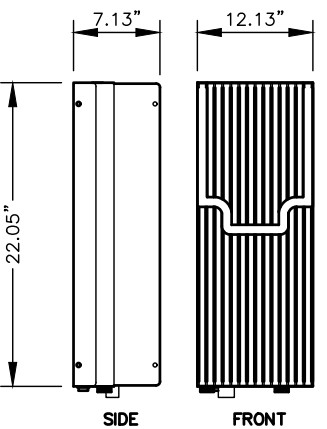
AEUD INTEGRATED RADIO DETAILS
ORIENTATION: 100°
NOT TO SCALE



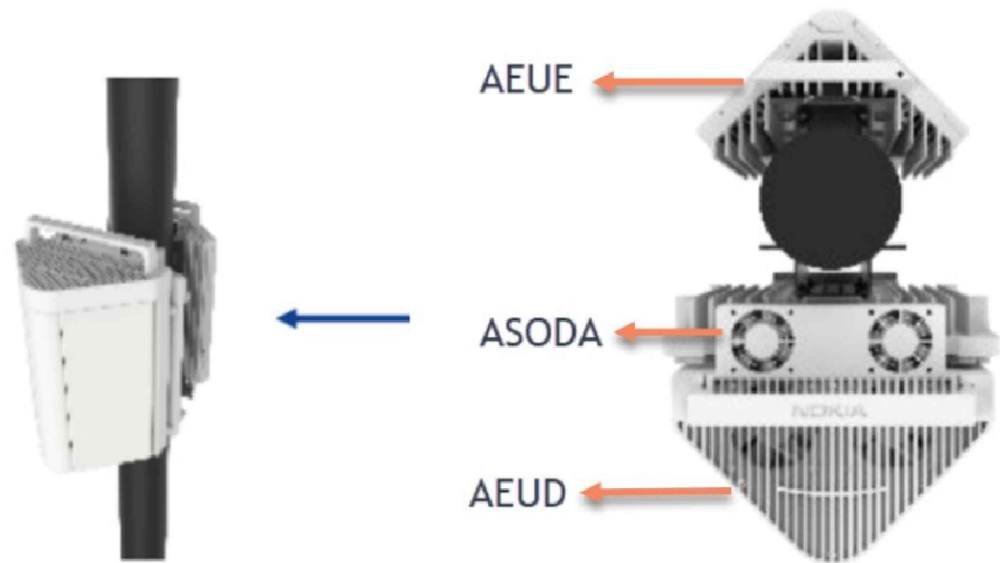
AEUE INTEGRATED RADIO DETAILS
ORIENTATION: 280°
NOT TO SCALE



DUAL 700/850 RADIO DETAILS
B5/B13 RRH 320W
NOT TO SCALE



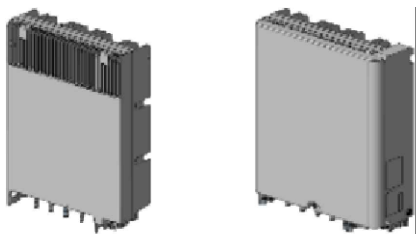
DUAL PCS/AWS RADIO DETAILS
B2/B66A RRH 320W
NOT TO SCALE



AEUD/E + RAP BB MODULE
ASSEMBLY CONFIGURATION
NOT TO SCALE



LAA RADIO DETAIL
AZRB B46 2X1W MICRO RRH
(11.6"Hx9.65"Wx1.77"D)
NOT TO SCALE



CBRS AZQC RADIO DETAIL
3.5GHZ AIRSCALE MICRO RRH
(11.6"Hx9.65"Wx3.15"D)
NOT TO SCALE

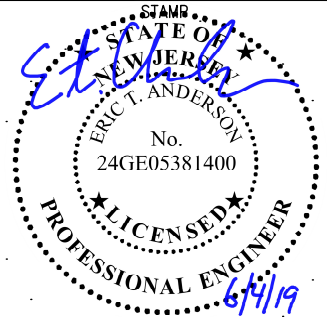
CONSTRUCTION DRAWING

PREPARED FOR:



SUBMITTALS

REV	DATE	ISSUED FOR	DRAFTER
1	4/15/19	INITIAL ISSUE	JAT
2	5/21/19	UPDATED STRUCTURE	JMR



ERIC T ANDERSON
NJ PROFESSIONAL ENGINEER #24GE05381400

TILSON
5 East 1st Street, Clifton, NJ 07011
T: (207) 591-6427
info@tilsontech.com tilsontech.com
C.O.A. #24GA28286200

JS ASBURY PARK 05 SC
220 COOKMAN AVE
ASBURY PARK CITY, NJ
MONMOUTH COUNTY

SHEET TITLE
EQUIPMENT DETAILS (CONT.)

DRAFTED BY:	APPROVED BY:	SHEET:	REV
JAT	ETA	CD-7	1

Second Memorandum of Understanding

SQF, LLC

and

The City of Asbury Park, New Jersey

This Memorandum of Understanding (MOU) sets forth the terms and understanding between SQF, LLC, with an address of 16 Middle Street, 4th Floor, Portland, Maine 04101 (“SQF” or “Licensee”), and the City of Asbury Park, New Jersey (“City” or “Licensor”) to allow Licensee to remove certain existing City-owned utility poles and replace them with new SQF-owned utility poles at the same locations.

1. Background.

SQF has partnered with New York SMSA Limited Partnership d/b/a Verizon Wireless, to provide infrastructure for to provide wireless telecommunications services to Verizon Wireless’s customers. Verizon Wireless wishes to place a small network node on certain utility poles owned by City, that, according to Licensee, are structurally insufficient to accommodate the small network node. Licensee has obtained a right-of-way license agreement from the City allowing it to own infrastructure in the public right-of-way. SQF wishes to remove the structurally insufficient utility poles and replace them with new utility poles that will accommodate the existing attachments, as well as a new Verizon Wireless small network node. The City has agreed to this proposal pursuant to the terms and conditions set forth in this MOU.

2. Scope of Work.

This MOU will evidence the understanding between Licensee and the Licensor of the scope of work and activities that will take place in the replacement of these utility poles:

SQF will remove two (2) existing City-owned utility poles located at or about the following locations (collectively referred to herein as the “Sites” or “Property”):

- (1) 1213 OCEAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.223215 -73.99948389, (JS ASBURY PARK 03 SC); and
- (2) 220 COOKMAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.21827889 -74.00276, (JS ASBURY PARK 05 SC);

Licensee represents and warrants that it has inspected the Property for all risks and hazards and finds the Sites suitable for Licensee’s intended purpose.

Licensee will remove, perform waste classification and dispose of the utility poles in accordance with all NJDEP requirements at its own cost and expense unless otherwise directed by the City. Licensee will install a new hybrid utility pole at each location and will install the Verizon

Wireless small network node as shown on Exhibit A to this MOU on each new pole. Licensee will assume ownership of each new hybrid utility pole, including all liability and all responsibility for future maintenance.

3. Liability Insurance, Hold Harmless, and Indemnification Provisions.

Licensee agrees to indemnify, defend, release and hold harmless Licensor and NJIIF and their respective employees, officials, commissioners, agents, and volunteers from and against any and all liabilities, losses, damages or claims arising out the acts or omissions of Licensee, their agents, employees, shareholders, affiliates, partners, subsidiaries, contractors, arising out of or in any way associated with Licensee's access to, activities upon, in or under or use of the Property, including but not limited to any claims of bodily injury or physical damage to the Property or any person.

4. Insurance.

Prior to its first entry on the Property and no later than January 1 of each year following execution of this Agreement while said Agreement is in effect, Licensee shall provide Licensor and the NJ Intergovernmental Insurance Fund, with address c/o Eric J. Nemeth, PC, 55 Madison Ave, Suite 400, Morristown NJ 07960 ("NJIIF"), with certificates of insurance ("COI"s) naming the City of Asbury Park and NJIIF as "additional insureds" and establishing to the satisfaction of the NJIIF that Licensee is maintaining the following insurance policies and minimum coverage limits with carriers licensed to conduct business in the State of New Jersey: not less than \$2MM per claim/\$5MM aggregate for General Liability and Auto Liability and Completed Operations. Said COIs shall also evidence that statutory Workers Compensation coverage is in place.

5. Reporting.

SQF will notify the City prior to undertaking the removal and replacement of the poles, and provide the date(s) and time(s) that the activity will take place.

5. Contact Information.

SQF, LLC
ATTN: Joshua Broder
16 Middle St., 4th Floor
Portland, ME 04101
Phone: (207) 358-7402
Fax: (207) 772-3427
Email: jbroder@tilsontech.com

City of Asbury Park
Attention: City Manager
One Municipal Plaza
Asbury Park, NJ 07712
Phone: (732) 775-2100
Fax:

Email: Michael.Capabianco@cityofasburypark.com

6. Choice of Law and Venue.

This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey. The Parties agree that any litigation regarding this Agreement or any claim arising from Licensee's access to, work on or about or use of the Property will be venued in a court of appropriate jurisdiction in the State of New Jersey.

7. Entire Agreement; Agreement May Be Executed in Counterparts.

This MOU embodies the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, oral or written, with respect to the subject matter hereof. This MOU may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Facsimile and/or electronically scanned signatures shall be deemed original for all purposes.

8. Binding Effect.

The obligations and duties set forth in this MOU shall be binding upon the parties and their successors and permitted assigns, and the rights of this MOU shall inure to the benefit of permitted successors and assigns. The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this MOU as of the ____ day of _____, 2019.

By: _____
Joshua Broder,
SQF, LLC

Date:

By: _____
Michael Capabianco
City Manager, Asbury Park

Date:

Attachment: Amended MOU between the City of A P SQF re pole uses 5.28.2019 (2019-249 : Entering into an MOU)

EXHIBIT

A

Attachment: Amended.MOU between the City of A P SQF re pole use5.28.2019 (2019-249 : Entering into an MOU)



RESOLUTION NO. 2019-250

**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 \$1,874,585.32

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

CURRENT VOUCHERS	\$ 1,132,958.32
BOARD OF EDUCATION	<u>741,627.00</u>
TOTAL VOUCHERS	\$ <u>1,874,585.32</u>

I, MELODY HARTSGROVE, Deputy 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. 2019-250 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 11th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

July 3, 2019
11:30 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No: 1

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: Y Aprv: N Rcvd: Y
Range: 8-First to 9-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Include Non-Budgeted: \

Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
----------------	-------------	---------	------------------	--------	-------------	---------

Fund: CURRENT
Department: STREETS & ROADS MAINTENANCE
Extd: STREETS & ROADS MAINTENANCE

8-01-26-290-000-201	STREETS & ROAD General Plant					
NJEZ	NJ E-ZPASS VOIL.PROCESS.CENTER	18-01072	Violation No. T121835802956	50.50	0.00	

8-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02439	Quote: 55 Gal Drum DEF Fluid	166.32	0.00	

Extd Total: STREETS & ROADS MAINTENANCE	216.82
Department Total: STREETS & ROADS MAINTENANCE	216.82

Department: SOLID WASTE COLLECTION
Extd: SOLID WASTE COLLECTION

8-01-26-305-000-209	SOLID WASTE Fees					
MICBEN	MICKEY BENOIT, INC	18-00558	Brush, Delivered	2,335.20	0.00	B

Extd Total: SOLID WASTE COLLECTION	2,335.20
Department Total: SOLID WASTE COLLECTION	2,335.20
CAFR Total:	2,552.02

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

8-01-28-370-000-299	RECREATION Misc.					
MICBUR	MICHELLE BURRELL/A.P.TECHNICAL	18-03474	dance sponsorships	3,520.00	0.00	

Extd Total: RECREATION SERVICES & PROGRAM	3,520.00
Department Total: RECREATION SERVICES & PROGRAM	3,520.00
CAFR Total:	3,520.00
Fund Total: CURRENT	6,072.02

Fund: BEACH
Department: BEACH UTILITY O/E: OTHER EXPENSES:
Extd: BEACH UTILITY O/E: OTHER EXPENSES:

8-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
USLIFE	US LIFESAVING ASSOCIATION	18-02524	NJ Certification - Lifeguards	150.00	0.00	

Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:	150.00
Department Total: BEACH UTILITY O/E: OTHER EXPENSES:	150.00
CAFR Total:	150.00
Fund Total: BEACH	150.00
Year Total:	6,222.02

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
9-01-20-100-000-201	ADMINISTRATION	General Plant				
THEHON2	THE HON COMPANY LLC	19-01489	tables for council chambers	1,167.60	0.00	
ANTHO005	ANTHONY STEVERSON	19-01490	Fee for Photos Easter Parade	125.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	19-01523	2 PART CARBONLESS FORMS	408.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	19-01872	banner for Wesley Lake	70.00	0.00	
ATLLC	AT&T MOBILITY LLC	19-02240	#287284936037 5/12 - 6/11	9.18-	0.00	
ATLLC	AT&T MOBILITY LLC	19-02241	#287284651437 /12 - 6/11	336.28-	0.00	
PUBEMP	PUBLIC EMPLOYEE'S RETIREMENT	19-02255	PERS Retro	9,408.04	0.00	
				<u>10,833.18</u>		
9-01-20-100-000-202	ADMINISTRATION	Office Supplies				
SHIINT	SHI INTERNATIONAL CORP	19-00678	QUOTE #16725133 ESPONS PRINTER	499.79	0.00	
WBMASON	W.B.MASON CO., INC.	19-01751	office supplies-proclamations	240.74	0.00	
WBMASON	W.B.MASON CO., INC.	19-02107	coat rack for City Man office	64.88	0.00	
				<u>805.41</u>		
9-01-20-100-000-217	ADMINISTRATION	Ads&Promotion				
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	19-02046	AD CLERK 2 POSITION 6/12-7/12	160.00	0.00	
	Extd Total: ADMINISTRATION			11,798.59		
	Department Total: ADMINISTRATION			11,798.59		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
9-01-20-120-000-201	MUNICIPAL CLERK	General Plant				
NJDIVS	NJ DIVISION OF ABC	19-02274	2019 Liq. License Renewal Prep	126.00	0.00	
9-01-20-120-000-202	MUNICIPAL CLERK	Office Supplies				
ATLTOM	ATLANTIC TOMORROWS OFFICE	19-02102	Copier Staples 2 Boxes	47.60	0.00	
MONLE	MONMOUTH COUNTY BRD. OF ELECTI	19-02103	2019 Primary Election Postage	698.12	0.00	
				<u>745.72</u>		
9-01-20-120-000-212	MUNICIPAL CLERK	Dues,Subscript.				
MCANJ	MUNICIPAL CLERKS' ASSOC. OF NJ	19-02296	2019-2020 Membership-Melody	175.00	0.00	
9-01-20-120-000-217	MUNICIPAL CLERK	Ads&Promotion				
ASBPAK	ASBURY PARK PRESS	19-02161	Order#3631289 Ordinance2019-24	59.00	0.00	
THECOA	THE NEW COASTER, LLC	19-02226	Order #53657 Ordinance 2019-23	18.02	0.00	
				<u>77.02</u>		
9-01-20-120-000-222	MUNICIPAL CLERK	Training				
CENJERS	CENTRAL JERSEY REGISTRARS'	19-02293	Melody Hartsgrrove -Meeting	25.00	0.00	
RUTGOV	RUTGERS,THE STATE UNIV. OF NJ	19-02300	Intro/Adv duties of Mun.Clerk	1,511.00	0.00	
				<u>1,536.00</u>		

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9-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC GRANICUS, LLC		19-02232	Invoice #114676	706.20	0.00	
	Extd Total: MUNICIPAL CLERK			3,365.94		
	Department Total: MUNICIPAL CLERK			3,365.94		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
9-01-20-130-000-201	FINANCE General Plant					
ASBPAK ASBURY PARK PRESS		19-02100	NTB GPS PREEMPTION SYSTEM	76.28	0.00	
ASBPAK ASBURY PARK PRESS		19-02237	ADDENDUM #1 RFQ DESIGN OF THE	92.60	0.00	
MARBUS MARLIN BUSINESS BANK		19-02273	INVOICE #17093346 7/15/19	339.50	0.00	
				508.38		
	Extd Total: FINANCIAL ADMINISTRATION			508.38		
	Department Total: FINANCIAL ADMINISTRATION			508.38		
Department: COMPUTERIZED DATA PROCESSING						
Extd: COMPUTERIZED DATA PROCESSING						
9-01-20-140-000-218	COMPUTERIZED DATA PROC. Contract Service					
SHIINT SHI INTERNATIONAL CORP		19-00816	Q#16783161 USB to SATA	29.80	0.00	
SHIINT SHI INTERNATIONAL CORP		19-02224	Q#17311582 ESET	472.25	0.00	
				502.05		
	Extd Total: COMPUTERIZED DATA PROCESSING			502.05		
	Department Total: COMPUTERIZED DATA PROCESSING			502.05		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
9-01-20-145-000-202	TAX REV ADMIN Office Supplies					
WBMASON W.B.MASON CO., INC.		19-02071	office supplies 6.13.19	105.74	0.00	
9-01-20-145-000-212	TAX REV ADMIN Dues,Subscript.					
TYRYOU TYRONE YOUNG		19-02253	2019 Spring Conf.Reimbursement	77.72	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			183.46		
	Department Total: TAX REVENUE ADMINISTRATION			183.46		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
9-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
POST POSTMASTER		19-02248	Postage for Fall Newsletter	1,200.00	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			1,200.00		
	Department Total: DIRECTOR OF COMMUNICATIONS			1,200.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
9-01-20-155-000-209	LEGAL SERVICES Fees					
ANSZAR	ANSELL, GRIMM & AARON, P.C.	19-02106	Services for May 2019	10,919.68	0.00	
	Extd Total: LEGAL SERVICES			10,919.68		
	Department Total: LEGAL SERVICES			10,919.68		
	CAFR Total:			28,478.10		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
9-01-21-180-000-201	PLANNING BOARD General Plant					
THECOA	THE NEW COASTER, LLC	19-02158	PB Special Inv. 53450	15.23	0.00	
JACSER	JACK A. SERPICO	19-02180	PB May 2019 Serpico invoices	700.00	0.00	
VENMIE	VENTURA, MIESOWITZ, KEOUGH &	19-02183	PB Conflict Planner Inv. 21943	270.00	0.00	
				985.23		
	Extd Total: PLANNING BOARD			985.23		
	Department Total: PLANNING BOARD			985.23		
	CAFR Total:			985.23		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
9-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
EDWTIR	EDWARDS TIRE CO., INC.	19-00896	TIRES	799.12	0.00	
WBMASON	W.B.MASON CO., INC.	19-02092	OFFICE SUPPLIES NEEDED	447.78	0.00	
				1,246.90		
	Extd Total: CONSTRUCTION CODE OFFICIAL			1,246.90		
	Department Total: CONSTRUCTION CODE OFFICIAL			1,246.90		
	CAFR Total:			1,246.90		
Department: EMPLOYEE GROUP INSURANCE						
Extd: EMPLOYEE GROUP INSURANCE						
9-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP	NJSHBP	19-02220	HEALTH COVERAGE JULY 2019	489,541.67	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			489,541.67		
	Department Total: EMPLOYEE GROUP INSURANCE			489,541.67		
	CAFR Total:			489,541.67		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
9-01-25-240-000-201	POLICE General Plant					
TOPTEN	TOP TEN USA, LLC	19-00185	Q#T430 Dell Server Maintenance	666.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	19-00938	#10775 Prisoner Property Forms	806.00	0.00	

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9-01-25-240-000-201	POLICE General Plant		Continued			
WATSPR	WATCHUNG SPRING WATER CO., INC.	19-02150	#9503650 (8) Bottles Water &	74.91	0.00	
				<u>1,546.91</u>		
9-01-25-240-000-203	POLICE Motor Vehicle					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-01177	Blanket Auto Repairs	457.08	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.	19-02005	Blanket Car Repairs	550.92	0.00	B
MAAAUT	MAACO COLLISION	19-02049	#63690-1 Repairs to Car #133	1,075.00	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-02238	#40IV014946 Repaired Car 20	282.53	0.00	
RICAUT	RICH'S AUTO BODY	19-02265	#11060 Towed Car 23 Flat Tire	20.00	0.00	
MELCOR	AP CARWASH AND OIL CHANGE	19-02302	CAR WASHES MAY & JUNE 2019	569.25	0.00	
				<u>2,954.78</u>		
9-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	19-02042	#2015135 Animal Control	4,872.56	0.00	
9-01-25-240-000-218	POLICE Contract.Serv.					
GOVINC	GOVERLAN, INC.	19-01389	#455816E-0002 Support Contract	132.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-01689	COPIER @ RECORD/SHIFT COMMAND	136.77	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	19-02048	Mobile Data Contact June 2019	1,220.00	0.00	
VERZON	VERIZON BUSINESS	19-02228	#150-717-354-0001-65 Current	1,776.60	0.00	
ATLLC	AT&T MOBILITY LLC	19-02241	#287284651437 /12 - 6/11	779.69	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	19-02264	#CNIN910328 Contract 75080	75.00	0.00	
				<u>4,120.06</u>		
9-01-25-240-000-222	POLICE Training					
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00343	Current Trends in Document	25.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00521	Computer Crimes 06/13 - 06/14	50.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00523	Financial Crimes Investigation	25.00	0.00	
				<u>100.00</u>		
9-01-25-240-000-275	POLICE Traffic Maintenance					
DRASAF	DRAEGER, INC	19-02007	Service Repair Alcotest 7110	745.52	0.00	
TRANS005	TRANSOURCE SERVICES, CORP.	19-02009	#317881 E-Ticket Printer	1,506.10	0.00	
				<u>2,251.62</u>		
	Extd Total: POLICE DEPARTMENT			15,845.93		
	Department Total: POLICE DEPARTMENT			15,845.93		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
9-01-25-265-000-201	FIRE DEPT. General Plant					
HUTMEC	HUTCHINSON PLUMBING HEATING	19-00121	Blanket PO not to exceed	190.00	0.00	B
FISONS	FIS on Site Service LLC	19-00614	Estimate: 6665	350.00	0.00	
MERHEA	MERIDIAN OCCUPATIONAL HEALTH	19-02125	Physical Exams for new hires	2,536.00	0.00	
ATLLC	AT&T MOBILITY LLC	19-02240	#287284936037 5/12 - 6/11	9.18	0.00	
ATLLC	AT&T MOBILITY LLC	19-02241	#287284651437 /12 - 6/11	1,053.39	0.00	
POLFIR	POLICE&FIREMAN'S RETIREMENT	19-02256	PPRS Retro	14,712.12	0.00	
				<u>18,832.33</u>		
9-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
MELCOR	AP CARWASH AND OIL CHANGE	19-00311	Blanket PO not to exceed	40.25	0.00	B

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9-01-25-265-000-203	FIRE DEPT. Motor Vehicle		Continued			
FISONS	FIS on Site Service LLC	19-00323	Estimate: 8389 Hydr. Valves	855.00	0.00	
FISONS	FIS on Site Service LLC	19-00750	Quote #: Q1004	573.09	0.00	
SEAGRA	SEAGRAVE NEW JERSEY	19-00837	Est # SEAG-NJ-031 swivel leak	1,559.82	0.00	
FISONS	FIS on Site Service LLC	19-01911	Quote #: Q1022-Pump Rep. 8377	1,953.33	0.00	
MANGEN	FRED GRIFFITH	19-02088	Quote #: 927239	220.00	0.00	
COUNTY	COUNTY OF MONMOUTH	19-02262	Inv APFD051909 MV Repairs	386.12	0.00	
				5,587.61		
9-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
GENSAF	GEN-EL SAFETY & INDUSTRIAL	19-01912	Quote: 30596-02 Sensor	224.20	0.00	
9-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
REVGUA	REVENUE GUARD MEDICAL CLAIMS	19-02087	May 2019 Fees	3,638.38	0.00	
	Extd Total: FIRE DEPARTMENT			28,282.52		
	Department Total: FIRE DEPARTMENT			28,282.52		
Department: MUNICIPAL PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
9-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	19-02097	JUNE 2019 FEES	3,900.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			3,900.00		
	Department Total: MUNICIPAL PROSECUTOR			3,900.00		
	CAFR Total:			48,028.45		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
9-01-26-290-000-201	STREETS & ROAD General Plant					
MONARCH	MONARCH ELECTRIC COMPANY	19-00082	Electrical Equipment/Tools	202.71	0.00	B
THEHAR	THE HARDWARE STORE	19-00128	Various Tools, Parts, etc	103.22	0.00	B
ATLLOK	ATLANTIC LOCK & SAFE	19-00132	Various Tools, Parts & Service	118.98	0.00	B
VERITIV	VERITIV OPERATING COMPANY	19-00703	Q# Q2494663 Custodial Supplies	1,023.47	0.00	
GRAING	GRAINGER, INC.	19-01732	MAKITA Battery, 18V #BL1830B-2	258.00	0.00	
				1,706.38		
9-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
THEHAR	THE HARDWARE STORE	19-00126	Various Tools, Parts, etc	34.93	0.00	B
THEHOS	THE HOSE SHOP, INC.	19-00293	Various Hoses, Tools, etc	186.99	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.	19-00532	Various Tires, Service, etc	120.00	0.00	B
ODBCOM	OLD DOMINION BRUSH COMPANY INC	19-00796	Quote: 4 Segment Gutter Broom	600.13	0.00	
JESCO	JESCO, INC.	19-01014	Hydraulic Filter, Seal, etc	1,260.83	0.00	
LAWPRO	LAWSON PRODUCTS, INC.	19-01492	Automotive Supplies & Tools	717.97	0.00	B
GPCNA092	GPC-NAPA AUTO PARTS	19-01493	Automotive Supplies & Tools	91.85	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-01535	Various Automotive Supplies	1,018.21	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	19-01980	Quote: 55 DEF Emission Fluid	229.99	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	19-01982	Quote: Prem AW32 HYD Fluid	579.99	0.00	
MANGEN	FRED GRIFFITH	19-02050	#927237 Rebuilt Starter	125.00	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-02051	Various Automotive Supplies	261.29	0.00	B
SEAFOR	SEA BREEZE FORD INC.	19-02114	Various Parts and Material	136.31	0.00	

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9-01-26-290-000-203	STREETS & ROAD	Motor Vehicle	Continued			
SEAFOR	SEA BREEZE FORD INC.	19-02115	Insulator Assembly, etc	111.25	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	19-02160	Repairs to Elgin Pelican NP	536.00	0.00	
JESCO	JESCO, INC.	19-02164	Repair of Damaged Radar Sensor	3,212.87	0.00	
				<u>9,223.61</u>		
9-01-26-290-000-211	STREETS & ROAD	Traffic				
BENSHA	BEN SHAFFER RECREATION INC.	19-01844	20' Db1 7000 Frame Bike Rack	1,952.40	0.00	
THEHAR	THE HARDWARE STORE	19-02134	#1313850 Marking Paint, etc	207.54	0.00	
				<u>2,159.94</u>		
9-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
SECWOR	SECURITY WORLD INC.	19-02166	Securall Monitoring Service	228.00	0.00	
ATLLC	AT&T MOBILITY LLC	19-02240	#287284936037 5/12 - 6/11	169.18	0.00	
				<u>397.18</u>		
9-01-26-290-000-223	STREETS & ROAD	Sunset Lake				
ABBPON	ABBY PONDS, INC.	19-00840	NJDEP Permit Application Fee	250.00	0.00	
9-01-26-290-000-270	STREETS & ROAD	Wesley Lake Commission				
TOWNEP	TOWNSHIP OF NEPTUNE	19-02121	WESLEY LAKE MAINTENANCE 2019	4,300.00	0.00	
			Extd Total: STREETS & ROADS MAINTENANCE	18,037.11		
			Department Total: STREETS & ROADS MAINTENANCE	18,037.11		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
9-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM	DELISA DEMOLITION, INC.	19-02145	#162559 Construction Debris	2,396.70	0.00	
9-01-26-305-000-218	SOLID WASTE	Contract.Serv.				
DELDEM	DELISA DEMOLITION, INC.	19-02147	#162629 Trash Tipping Fees	36,701.23	0.00	
DELDEM	DELISA DEMOLITION, INC.	19-02162	#164506 Monthly Service	36,416.67	0.00	
				<u>73,117.90</u>		
			Extd Total: SOLID WASTE COLLECTION	75,514.60		
			Department Total: SOLID WASTE COLLECTION	75,514.60		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
9-01-26-310-000-201	BUILDING & GND	General Plant				
MONARCH	MONARCH ELECTRIC COMPANY	19-00084	Electrical Equipment/Tools	210.88	0.00	B
MONGLA	MONMOUTH GLASS CO. INC.	19-00484	Furnish and Install Alum Doors	5,995.00	0.00	
VERITIV	VERITIV OPERATING COMPANY	19-00702	Q# Q2494648 Custodial Supplies	1,496.29	0.00	
				<u>7,702.17</u>		
9-01-26-310-000-218	BUILDING & GND	Contract.Serv.				
MRKEYS	MR. KEYS INC	19-01923	Service Call, Labor & Material	1,160.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-26-310-000-218	BUILDING & GND Contract.Serv.		Continued			
TERPES THE TERMINIX INTERNATIONAL CO	19-02142 #386633432 Pest Control			160.00	0.00	
				1,320.00		
	Extd Total: BUILDINGS & GROUNDS			9,022.17		
	Department Total: BUILDINGS & GROUNDS			9,022.17		
	CAFR Total:			102,573.88		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
9-01-27-345-000-201	SOCIAL SERVICES General Plant					
STAPLE STAPLES BUSINESS ADVANTAGE	19-00177 Key Safe and Chair Mat			210.98	0.00	
MONARCH MONARCH ELECTRIC COMPANY	19-01815 Elec.Parts INV S113110998.001			5.03	0.00	
				216.01		
	Extd Total: SOCIAL SERVICES:			216.01		
	Department Total: SOCIAL SERVICES:			216.01		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
9-01-27-350-000-201	SENIOR CENTER General Plant					
OPTIMUM OPTIMUM	19-02168 Cable Service 6/15-7/14/19			8.33	0.00	
WBMASON W.B.MASON CO., INC.	19-02206 Toilet Paper & Lysol Spray			88.98	0.00	
				97.31		
9-01-27-350-000-299	SENIOR CENTER Misc.					
WBMASON W.B.MASON CO., INC.	19-02003 Thermal Laminator & Pouches			98.61	0.00	
	Extd Total: SENIOR CENTER			195.92		
	Department Total: SENIOR CENTER			195.92		
	CAFR Total:			411.93		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
9-01-28-370-000-299	RECREATION Misc.					
TYRMCA TYRON R. MCALLISTER	19-01943 Kendle's events			900.00	0.00	
ATLLC AT&T MOBILITY LLC	19-02216 #287286595693 5/12 - 6/11/19			54.56	0.00	
				954.56		
	Extd Total: RECREATION SERVICES & PROGRAM			954.56		
	Department Total: RECREATION SERVICES & PROGRAM			954.56		
	CAFR Total:			954.56		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PUBLIC LIBRARY:						
Extd: PUBLIC LIBRARY:						
9-01-29-390-000-299	PUBLIC LIBRARY Misc.					
ASBFRE	ASBURY PARK FREE PUBLIC LIBRAR	19-02221	SECOND QUARTER 2019 PAYMENT	45,000.00	0.00	
Extd Total: PUBLIC LIBRARY:				45,000.00		
Department Total: PUBLIC LIBRARY:				45,000.00		
CAFR Total:				45,000.00		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
9-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU	N.J. NATURAL GAS CO.	19-02215	#07-3132-110-1Y 5/14 - 6/14	1,544.78	0.00	
JCPL	JCPL	19-02271	#100 103 461 107 5/24 - 6/24	1,272.07	0.00	
NJNATU	N.J. NATURAL GAS CO.	19-02272	#14+-3167-6036-16 5/14 - 6/17	317.34	0.00	
JCPL	JCPL	19-02299	#100 067 211 225 5/24 - 6/25	10,098.52	0.00	
				13,232.71		
Extd Total: LIGHT, HEAT & POWER				13,232.71		
Extd: STREET&TRAFFIC LIGHTING						
9-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	19-02157	#100 013 520 349 5/21 - 6/18	15,202.37	0.00	
JCPL	JCPL	19-02217	#100 082 0843 473 5/23 - 6/20	161.84	0.00	
JCPL	JCPL	19-02242	#100 047 210 651 5/25 - 6/25	96.46	0.00	
JCPL	JCPL	19-02271	#100 103 461 107 5/24 - 6/24	2,817.70	0.00	
JCPL	JCPL	19-02299	#100 067 211 225 5/24 - 6/25	2,029.09	0.00	
				20,307.46		
Extd Total: STREET&TRAFFIC LIGHTING				20,307.46		
Department Total: LIGHTING				33,540.17		
Department: GASOLINE						
Extd: GASOLINE						
9-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	19-02022	Unleaded & Sulfur Diesel Fuel	9,816.50	0.00	B
Extd Total: GASOLINE				9,816.50		
Department Total: GASOLINE				9,816.50		
CAFR Total:				43,356.67		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
9-01-43-490-000-201	MUNIC COURT General Plant					
CITCOU	CITY OF ASBURY PARK	19-02154	credit card fees may 2019	349.60	0.00	

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9-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA BEATRIZ C. CRANEY	19-02039 interpreter 5/31/19			190.00	0.00	
	Extd Total: MUNICIPAL COURT			539.60		
	Department Total: MUNICIPAL COURT			539.60		
	CAFR Total:			539.60		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
9-01-55-001-000-001	School Taxes Payable					
ASBBOA ASBURY PARK BOARD OF EDUCATION	19-02303 School Tax July 2019			741,627.00	0.00	
	Extd Total: TAXES PAYABLE:			741,627.00		
	Department Total: TAXES PAYABLE:			741,627.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			741,627.00		
	Fund Total: CURRENT			1,502,743.99		
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
9-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
STUMPY STUMPY'S SALES & SERVICE, INC.	19-01140 Parts, Material and Service			242.50	0.00	B
VERITIV VERITIV OPERATING COMPANY	19-01361 Blanket not to exceed 2,000			881.44	0.00	B
KAYPAR KAY PARK RECREATION CORP.	19-01683 KDP1003 Pet Station Dispenser			2,141.25	0.00	
MARRES MARINE RESCUE PRODUCTS, INC.	19-01735 Various Lifeguard Safety Gear			3,817.20	0.00	
GLESUP GLENCO SUPPLY INC.	19-01822 Beachfront Signage			628.00	0.00	
OARHOU OARHOUSE, LLC	19-01860 8' Oars & Estimated Freight			1,140.00	0.00	
VERITIV VERITIV OPERATING COMPANY	19-02129 Various Custodial Supplies			826.01	0.00	
THEHAR THE HARDWARE STORE	19-02135 #1315655 Safety Vests Class2			595.64	0.00	
THEHAR THE HARDWARE STORE	19-02136 #1318716 Diagonal Pliers, etc			155.06	0.00	
OPTIMUM OPTIMUM	19-02141 Account No. 07866-197754-01-4			156.79	0.00	
VERITIV VERITIV OPERATING COMPANY	19-02197 Beachfront Custodial Supplies			1,509.01	0.00	
ATLLC AT&T MOBILITY LLC	19-02240 #287284936037 5/12 - 6/11			9.30	0.00	
				12,083.60		
9-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL JCPL	19-02299 #100 067 211 225 5/24 - 6/25			284.76	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			12,368.36		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			12,368.36		
	CAFR Total:			12,368.36		
	Fund Total: BEACH			12,368.36		
Fund: PARKING UTILITY: BUDGET:						
Department: PARKING UTILITY O/E: OTHER EXPENSES:						
Extd: PARKING UTILITY O/E: OTHER EXPENSES:						
9-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
PASPOR PASSPORT LABS, INC.	19-01305 #INV-96217 March 2019 Fee			10,948.80	0.00	
PASPOR PASSPORT LABS, INC.	19-01693 #INV-96637 Trans Fee Apr 2019			11,833.50	0.00	

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9-06-55-502-000-201	PARKING UTILITY O/E: General Plant		Continued			
IPSGRO	IPS GROUP, INC.	19-02062	#1319 Monthly DMS May 2019	6,642.00	0.00	
PASPOR	PASSPORT LABS, INC.	19-02109	#INV-97264 May 2019 Fees	15,581.70	0.00	
GLESUP	GLENCO SUPPLY INC.	19-02110	Sign Brackets and Straps	7,440.00	0.00	
GLESUP	GLENCO SUPPLY INC.	19-02112	Stop4Ped Sign(15) & Sign Bases	6,605.00	0.00	
IPSGRO	IPS GROUP, INC.	19-02176	#42402 Permit Fees May 2019	351.00	0.00	
OPTIMUM	OPTIMUM	19-02177	#07866-196915-01-3 June 2019	137.39	0.00	
				<u>59,539.39</u>		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			59,539.39		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			59,539.39		
	CAFR Total:			59,539.39		
	Fund Total: PARKING UTILITY: BUDGET:			59,539.39		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
9-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
STAPLE	STAPLES BUSINESS ADVANTAGE	19-00613	Quote for Office Supplies	80.69	0.00	
WINCOR	WINZER CORPORATION	19-01632	Bar Lights & Toolroom Supplies	401.95	0.00	
GENER005	GENERAL FOUNDRIES, INC.	19-01966	Various Manhole Covers, etc	835.00	0.00	
EDWMIC	EDWARD MICKLA	19-02133	Reimbursement for Lodging	150.76	0.00	
NJNATU	N.J. NATURAL GAS CO.	19-02215	#07-3132-110-1Y 5/14 - 6/14	1,605.71	0.00	
ATLLC	AT&T MOBILITY LLC	19-02240	#287284936037 5/12 - 6/11	37.32	0.00	
				<u>3,111.43</u>		
9-07-55-502-000-203	SEWER UTILITY O/E: Motor Vehicle					
GRAING	GRAINGER, INC.	19-01354	Various Supplies	81.39	0.00	B
JACDOH	JACK DOHENY COMPANIES, INC.	19-02146	Footage Counter & Measure whee	727.84	0.00	
				<u>809.23</u>		
9-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
JCPL	JCPL	19-02299	#100 067 211 225 5/24 - 6/25	17,399.17	0.00	
9-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
OPTIMUM	OPTIMUM	19-02148	Account No. 07866-152521-04-4	99.89	0.00	
SECWOR	SECURITY WORLD INC.	19-02167	Service Contract Agreement	1,140.00	0.00	
				<u>1,239.89</u>		
9-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
ACCWAS	ACCURATE WASTE REMOVAL	19-01336	Hauling-MTO Sludge Removal	10,773.75	0.00	
PASVAL	PASSAIC VALLEY SEWERAGE COM.	19-02067	Liquid Waste Acceptance/Sludge	12,405.75	0.00	
RUSREI	RUSSELL REID WASTE HAULING &	19-02116	#5589129 Sludge Transportation	12,112.50	0.00	
				<u>35,292.00</u>		

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9-07-55-502-000-231 ERAINC ERA, INC.	SEWER UTILITY O/E: Lab Supplies	19-00591	pH and Total Residual Chlorine	102.90	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			57,954.62		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			57,954.62		
	CAFR Total:			57,954.62		
	Fund Total: SEWER UTILITY: BUDGET:			57,954.62		
	Year Total:			1,632,606.36		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	2019 Ord. 2019-9 Var. Capital Improv.					
C-04-55-998-177-002 ALTIND ALTEC INDUSTRIES, INC.	DPW Truck	19-01296	QUOTE #490181 ARTICULATING	20,182.00	0.00	
C-04-55-998-177-003 LAWSUP LAWMEN SUPPLY CO. OF N.J.	Police Cars - 3	19-02082	QUOTE #QT1267953 RACK SYSTEM	1,130.00	0.00	
C-04-55-998-177-005 SHIINT SHI INTERNATIONAL CORP .	Software Planning, Building & Code	19-01339	Q#16988276 iPad Accessories	377.55	0.00	
C-04-55-998-177-007 ALTIND ALTEC INDUSTRIES, INC.	DPW Truck	19-01296	QUOTE #490181 ARTICULATING	75,000.00	0.00	
C-04-55-998-177-013 SAFET SKYLANDS AREA FIRE EQUIPMENT	Fire Gear	19-01511	QUOTE#5909 PERSONAL PROTECTION	32,637.63	0.00	
	Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.			129,327.18		
	Department Total:			129,327.18		
	CAFR Total:			129,327.18		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			129,327.18		
	Year Total:			129,327.18		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-016-218 BRORED BROWNFIELD REDEVELOPMENT	Brownfields Petroleum Assessment	19-02267	BRS Drawdown #26	318.12	0.00	
	Extd Total:			318.12		
	Department Total:			318.12		
G-02-43-873-017-200 BRORED BROWNFIELD REDEVELOPMENT	Brownfields Assessment Grant	19-02267	BRS Drawdown #26	318.13	0.00	
	Extd Total:			318.13		
	Department Total:			318.13		
G-02-43-875-017-200 MURARM MURRAY'S UNIFORMS	Madison Marquette Police	19-01367	Class I Uniforms	474.00	0.00	
	Extd Total:			474.00		
	Department Total:			474.00		

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G-02-43-885-017-200	Body Armor Fund - State					
LANASO LANIGAN ASSOCIATES. INC.		19-01498	Armor Express Vest	732.33	0.00	
	Extd Total:			732.33		
	Department Total:			732.33		
G-02-43-886-018-200	2018 Mental Health Grant					
HOMDRU HOME DRUG PHARMACY		18-03517	Medication Assistance clients	96.82	0.00	B
	Extd Total:			96.82		
	Department Total:			96.82		
G-02-43-907-019-200	Mental Health Grant					
VISNUR VISITING NURSES ASSN. OF CENTR		19-00240	VNA Annual Contract Nursing	4,166.66	0.00	B
	Extd Total:			4,166.66		
	Department Total:			4,166.66		
G-02-43-916-019-200	Body Armor Grant					
LANASO LANIGAN ASSOCIATES. INC.		19-01498	Armor Express Vest	172.32	0.00	
	Extd Total:			172.32		
	Department Total:			172.32		
	CAFR Total:			6,278.38		
	Fund Total: GRANT FUND BUDGET:			6,278.38		
	Year Total:			6,278.38		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2018 CDBG Allotment					
T-17-75-850-850-003	Basketball Courts, Road Repair, Sidewalk					
COUNTYM COUNTY OF MONMOUTH		19-01624	Reso 2019-176 Comstock Rd.	11,708.16	0.00	
RENTA005 RENT-A-FENCE, INC		19-02292	Fence extension gazebo area	700.00	0.00	
				12,408.16		
T-17-75-850-850-004	Community Events					
STAPLE STAPLES BUSINESS ADVANTAGE		19-00388	easels and table numbers	179.78	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		19-02060	Movies in the Park	365.50	0.00	
				545.28		
T-17-75-850-850-006	Rehabilitation Program					
TINGEN TINO'S GENERAL CONST., LLC		19-02055	Home Repair Program	4,700.00	0.00	
T-17-75-850-850-008	Homelessness Prevention/Relocation					
JCP JCP&L		19-02178	100 037 442 694	300.00	0.00	
	Extd Total: 2018 CDBG Allotment			17,953.44		
	Department Total:			17,953.44		
	CAFR Total:			17,953.44		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			17,953.44		

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Fund: TRUST OTHER						
T-20-56-850-860-801	Reserve for Unemployment Compensation					
NJACCO	NJ DEPT.OF LABOR/DIV.OF EMPLOY	19-02196	0216000035/000-00:12/2018	787.50	0.00	
	Extd Total:			787.50		
T-20-56-850-878-801	Reserve for Recreation					
YESGRA	YES GRAPHIC	19-02170	lifeguard tournament tshirts	935.00	0.00	
ADPIMP	ADPRO IMPRINTS, INC.	19-02225	soccer/track rec tshirts	351.00	0.00	
				<u>1,286.00</u>		
	Extd Total:			1,286.00		
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
CHTRU	CHRISTIANA TRUST AS CUSTODIAN	19-00870	PREMIUM TSC-18-00043 1001/14	2,100.00	0.00	
NJAMER	N.J. AMERICAN WATER CO.	19-02209	Usage data 4000170716 6/25/19	399.56	0.00	
				<u>2,499.56</u>		
	Extd Total:			2,499.56		
T-20-56-850-930-301	Reserve for Police Community Relations					
COSTCO	COSTCO	19-02035	2019 MEMBERSHIP RENEWAL	221.88	0.00	
	Extd Total:			221.88		
T-20-56-850-933-301	Reserve for National Night Out					
FUNBUS	FUN BUS	18-01895	services for Nat. Night Out	200.00	0.00	
	Extd Total:			200.00		
	Department Total:			4,994.94		
	CAFR Total:			4,994.94		
	Fund Total: TRUST OTHER			4,994.94		
Fund: PLANNING & ZONING ESCROW FUND BUDGET:						
CAFR: PLANNING & ZONING ESCROW FUND BUDGET:						
T-21-00-286-000-299	4TH AVE PAVILLION(MADISON ASBURY RETAIL)					
STSHOR	ST SHORTHAND REPORTING SERVICE	19-02181	PB State shorthand May 2019	250.00	0.00	
	Extd Total:			250.00		
	Department Total:			250.00		
T-21-00-358-000-299	ISTAR-SUMMER EXPERIENCE(ISTAR FINANCIAL)					
JACSER	JACK A. SERPICO	19-02180	PB May 2019 Serpico invoices	337.50	0.00	
	Extd Total:			337.50		
	Department Total:			337.50		

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Department: RECREATION						
T-21-00-370-000-299	700 COOKMAN AVE(FIFTY-FOUR PIERREPONT)					
INSENG	INSITE ENGINEERING, LLC	19-02047	PB/ZB Insite Inv.s thru 05/19	350.00	0.00	
	Extd Total:			350.00		
	Department Total: RECREATION			350.00		
T-21-00-372-000-299	209 4TH AVENUE(ASBURY PARTNERS/I-STAR)					
INSENG	INSITE ENGINEERING, LLC	19-02047	PB/ZB Insite Inv.s thru 05/19	200.00	0.00	
	Extd Total:			200.00		
	Department Total:			200.00		
T-21-00-406-000-299	500 8TH AVENUE(HYACINTH HOUSE, LLC)					
INSENG	INSITE ENGINEERING, LLC	19-02047	PB/ZB Insite Inv.s thru 05/19	350.00	0.00	
	Extd Total:			350.00		
	Department Total:			350.00		
T-21-00-419-000-299	1105 MAIN ST-INSPECTION FEE(DOLLAR TREE)					
INSENG	INSITE ENGINEERING, LLC	19-02047	PB/ZB Insite Inv.s thru 05/19	393.56	0.00	
	Extd Total:			393.56		
	Department Total:			393.56		
T-21-00-421-000-299	909 ASBURY(INSPECTION FEES)(H4 HOLDINGS)					
INSENG	INSITE ENGINEERING, LLC	19-02047	PB/ZB Insite Inv.s thru 05/19	550.00	0.00	
	Extd Total:			550.00		
	Department Total:			550.00		
T-21-00-425-000-299	RENAISSANCE-INSPECTION(MICHAELS DEV.)					
INSENG	INSITE ENGINEERING, LLC	19-02047	PB/ZB Insite Inv.s thru 05/19	3,344.04	0.00	
	Extd Total:			3,344.04		
	Department Total:			3,344.04		
T-21-00-431-000-299	1206 COMSTOCK STREET (SARA NORDSTROM)					
INSENG	INSITE ENGINEERING, LLC	19-02047	PB/ZB Insite Inv.s thru 05/19	1,850.00	0.00	
	Extd Total:			1,850.00		
	Department Total:			1,850.00		
T-21-00-452-000-299	1000 GRAND AVE(VALLARIO PROPERTIES, LLC)					
INSENG	INSITE ENGINEERING, LLC	19-02047	PB/ZB Insite Inv.s thru 05/19	2,050.00	0.00	
	Extd Total:			2,050.00		
	Department Total:			2,050.00		

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T-21-00-454-000-299	1503 PARK AVENUE (PADRAIC GALLAGHER)					
INSENG	INSITE ENGINEERING, LLC	19-02047	PB/ZB Insite Inv.s thru 05/19	350.00	0.00	
	Extd Total:			350.00		
	Department Total:			350.00		
T-21-00-456-000-299	PARKVIEW AP(INTERFAITH NEIGHBORS)					
TMASSO	T & M ASSOCIATES	19-02249	T&M inv#LAF357762 Turf Club	675.00	0.00	
	Extd Total:			675.00		
	Department Total:			675.00		
T-21-00-468-000-299	722-724 COOKMAN(C&C COOKMAN DEVELOPMENT)					
INSENG	INSITE ENGINEERING, LLC	19-02047	PB/ZB Insite Inv.s thru 05/19	375.00	0.00	
JACSER	JACK A. SERPICO	19-02180	PB May 2019 Serpico invoices	112.50	0.00	
				<u>487.50</u>		
	Extd Total:			487.50		
	Department Total:			487.50		
Department: PERS						
T-21-00-471-000-299	ASBURY PARK BEACH CLUB(ASBURY PARTNERS)					
JACSER	JACK A. SERPICO	19-02180	PB May 2019 Serpico invoices	962.50	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	19-02181	PB State shorthand May 2019	250.00	0.00	
				<u>1,212.50</u>		
	Extd Total:			1,212.50		
	Department Total: PERS			1,212.50		
Department: SOCIAL SECURIT						
T-21-00-472-000-299	147 BORDEN(INTERFIATH NEIGHBORS)					
INSENG	INSITE ENGINEERING, LLC	19-02047	PB/ZB Insite Inv.s thru 05/19	659.54	0.00	
	Extd Total:			659.54		
	Department Total: SOCIAL SECURIT			659.54		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			13,059.64		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			13,059.64		
Fund: HOWELL/ASBURY PARK RCA BUDGET:						
T-38-56-850-850-802	HOWELL/ASBURY PARK RCA - Miscellaneous					
JANIE005	JANIE WILLIAMS AND M&J	19-02207	RCA Change Order #1	2,780.00	0.00	
	Extd Total:			2,780.00		
	Department Total:			2,780.00		
	CAFR Total:			2,780.00		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			2,780.00		

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Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-808	BOSTON WAY VILLAGE(THE ALPERT GROUP,LLC)					
TMASSO T & M ASSOCIATES		19-02266	LAF367963 Boston Way	3,420.75	0.00	
T-48-56-850-000-812	1001 1ST AVENUE(ASBURY HOLDING, LLC)					
MARFAL MARAZITI FALCON, LLP		18-00153	Maraziti invoice 37294	680.00	0.00	
	Extd Total:			4,100.75		
	Department Total:			4,100.75		
	CAFR Total:			4,100.75		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			4,100.75		
	Year Total:			42,888.77		
Total Charged Lines: 358 Total List Amount: 1,817,322.71 Total Void Amount:				0.00		

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CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No. 18

Totals by Year-Fund		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description	Fund						
CURRENT	8-01	6,072.02	0.00	6,072.02	0.00	0.00	6,072.02
BEACH	8-05	150.00	0.00	150.00	0.00	0.00	150.00
Year Total:		6,222.02	0.00	6,222.02	0.00	0.00	6,222.02
CURRENT	9-01	1,502,743.99	0.00	1,502,743.99	0.00	0.00	1,502,743.99
BEACH	9-05	12,368.36	0.00	12,368.36	0.00	0.00	12,368.36
PARKING UTILITY:	9-06	59,539.39	0.00	59,539.39	0.00	0.00	59,539.39
SEWER UTILITY: BU	9-07	57,954.62	0.00	57,954.62	0.00	0.00	57,954.62
Year Total:		1,632,606.36	0.00	1,632,606.36	0.00	0.00	1,632,606.36
GENERAL CAPITAL F	C-04	129,327.18	0.00	129,327.18	0.00	0.00	129,327.18
GRANT FUND BUDGET	G-02	6,278.38	0.00	6,278.38	0.00	0.00	6,278.38
COMMUNITY DEVELOP	T-17	17,953.44	0.00	17,953.44	0.00	0.00	17,953.44
TRUST OTHER	T-20	4,994.94	0.00	4,994.94	0.00	0.00	4,994.94
PLANNING & ZONING	T-21	13,059.64	0.00	13,059.64	0.00	0.00	13,059.64
HOWELL/ASBURY PAR	T-38	2,780.00	0.00	2,780.00	0.00	0.00	2,780.00
CITY OF ASBURY PA	T-48	4,100.75	0.00	4,100.75	0.00	0.00	4,100.75
Year Total:		42,888.77	0.00	42,888.77	0.00	0.00	42,888.77
Total of All Funds:		1,817,322.71	0.00	1,817,322.71	0.00	0.00	1,817,322.71

Attachment: Bill List 7-10-19 (2019-250 : Payment of Bills)

July 10, 2019 Council Meeting:

Balance Brought Forward from Total List Amount	\$ 1,817,322.71
Retirees Medical	47,922.61
RKE Athletic	1,140.00
Michael Schwartz & Apne	<u>8,200.00</u>
	<u>\$ 1,874,585.32</u>



RESOLUTION NO. 2019-251

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

AUTHORIZING THE EXECUTION OF A “USE AND LICENSE AGREEMENT” WITH SHN FESTIVALS, LLC, AND RELATED DOCUMENTS, CONCERNING A LIVE CULTURAL MUSIC AND ART FESTIVAL TO BE HELD IN A DESIGNATED PORTION OF THE ASBURY PARK WATERFRONT AREA

WHEREAS, SHN Festivals, LLC (also referenced as the “applicant”) has applied to the City of Asbury Park (also referenced as the “City”) for a Special Events Permit, pursuant to Section 4-10 of the Asbury Park City Code, relating to a proposed live cultural music and art festival and related activities (collectively referenced as the “event”) to be held in a designated portion of the Asbury Park waterfront area from Friday, as per the dates outlined in the Agreement; and

WHEREAS, the applicant’s proposal has been reviewed by the City’s Special Events Review Board (also known as the “Special Events Committee”), as well as relevant City Officials; and

WHEREAS, given the anticipated size, scope and significance of the event, it is necessary that an Agreement be executed between the City and the applicant (collectively, the “Parties”) regarding the terms and conditions associated with the holding of the event; and

WHEREAS, the Parties have drafted a “Use and License Agreement” (the “Agreement”) for this purpose, copies of which are attached hereto and made a part hereof; and

WHEREAS, the Mayor and Council wish to approve the attached Agreement or documents which are substantially similar thereto and which have received the approval of the City Attorney, and to authorize the Mayor and Municipal Clerk to execute the same, and/or to ratify their execution by the Mayor and Municipal Clerk, and to authorize the issuance of a Special Events Permit in connection with the event; and

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

1. That the attached “Use and License Agreement” or documents which are substantially similar thereto and which have received the approval of the City Attorney, regarding the event, are hereby approved by the City of Asbury Park,

and their execution on behalf of the City by the Mayor and Municipal Clerk is hereby authorized and/or ratified.

2. That, subject to the full execution of the attached Agreement and Addendum, or documents which are substantially similar thereto and which have received the approval of the City Attorney, the issuance of a Special Events Permit in connection with the event is hereby authorized.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. SHN Festivals, LLC
c/o Tim Sweetwood
C3 Presents
634 N. Highland Ave., NE
Atlanta, GA 30306;
 - b. Michael Capabianco, City Manager;
 - c. Kevin Keddy, Deputy City Manager/Fire Chief;
 - d. David Kelso, Deputy Police Chief; and
 - e. Frederick C. Raffetto, Esquire, City Attorney.

I, MELODY HARTSGROVE, Deputy 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. 2019-251 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 11th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2019-252

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

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO T&M ASSOCIATES TO PREPARE DOCUMENTS FOR THE PROPOSED NORTH END BOARDWALK IMPROVEMENTS

WHEREAS, on July 2, 2019 the City of Asbury Park received a proposal to prepare various documents in regards to the proposed North End Boardwalk improvements from T&M Associates; and

WHEREAS, the not-to-exceed cost for various services as outlined in the proposal shall not exceed \$283,350.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund C-10-55-101-101-001; and the maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, the City Manager is hereby authorized to sign any contracts or documents associated with this activity.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates to prepare documents as outlined in the scope of services provided on July 2, 2019 in a not-to-exceed amount of \$283,350.00.00.

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

I, MELODY HARTSGROVE, Deputy 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. 2019-252 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 10th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



ASPKOH-16002

July 2, 2019

Via email (michael.capabianco@cityofasburypark.com)

& US Mail

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

**Re: Proposal for Professional Engineering Services
North End Boardwalk Project
Specification Preparation, Bidding & Contract Administration and Inspections
City of Asbury Park, Monmouth County, New Jersey**

Dear Mr. Capabianco:

As requested, T&M is prepared to assist with preparation of specifications, bidding and contract administration for the North End Boardwalk project assuming the City decides to proceed with financing the project with City funds. This estimate is predicated upon the City obtaining a release from IStar for use of the plans prepared by Maser Consulting. It is possible that Maser Consulting will also provide the specifications for the bid package and, if necessary, those costs can be deducted from my overall breakdown.

Project Understanding:

The project, as included in the Maser Consulting plans, includes the North End Boardwalk, a meandering boardwalk extension and the Fisherman's parking lot with associated electrical and lighting improvements. At this time, the two restroom buildings are excluded from my estimate as we still do not have copies of those drawings.

T&M will perform bidding assistance and advertisement to bid. T&M will receive bids and offer a recommendation of award letter and assist with contract preparation. Upon issuance of a Notice to Proceed, T&M will perform shop drawing review.

Our fee for contract administration and inspection services is based on the Contractor performing work between October 1, 2019 and May 29, 2020. We assumed full-time inspection during that timeframe up to 1,280 hours as we anticipate the Contractor will require multiple crews to complete work within the timeframe allotted. If the Contractor is not substantially complete by that time, and the delay is not excusable, and if our budget for contract administration and inspection services prior to substantial completion for that contract is fully expended, we will ask the City to either provide additional funding for the necessary engineering beyond the original authorization or enforce the section of the contract allowing the City to deduct payment to the contractor in order to pay for continued engineering services.



Le: Michael N. Capabianco
City Manager

Re: Proposal for Professional Engineering Services
North End Boardwalk Project
Specification Preparation, Bidding & Contract Administration and Inspections
City of Asbury Park, Monmouth County, New Jersey

Similarly, should our services be required beyond 8 hours on any day or any weekend time, we will also ask the City to enforce the section of the contract allowing the City to deduct payment to the Contractor to pay for the excess hours. Should any, or all of the delay be excusable, and our budget is depleted for that contract, we will prepare a proposal for our anticipated additional services. Additional work will not commence without written authorization from the City.

T&M will assist the City with reviewing payment requests and change orders as they may be deemed necessary.

Exceptions

- All work outside the project scope outlined above.
- Filing of construction permits. Permits to be filed by the Contractor.
- Preparation of as-built drawings for the structure.
- Construction administration associated with the two restroom buildings.

Schedule of Fees

All professional services outlined in the Scope of Services items above will be completed for the **estimated fee of \$283,350.00** as follows:

A. Specification Preparation	\$	18,450.00
B. Bidding Phase	\$	4,800.00
C. Shop Drawing Review	\$	12,000.00
D. Construction Administration & Inspections	\$	248,100.00
Total Engineering and CA&I (Phases A through D)		\$ 283,350.00

We are prepared to initiate development of bid specifications immediately upon your authorization to proceed for the estimated fees outlined above and a release of the construction drawings from IStar. Should the City find this proposal acceptable, please indicate by signing below and kindly return for our files. We look forward to continuing to serve the City of Asbury Park.



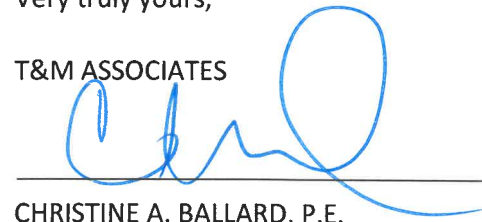
Le: Michael N. Capabianco
City Manager

Re: Proposal for Professional Engineering Services
North End Boardwalk Project
Specification Preparation, Bidding & Contract Administration and Inspections
City of Asbury Park, Monmouth County, New Jersey

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

Very truly yours,

T&M ASSOCIATES



CHRISTINE A. BALLARD, P.E.
ASBURY PARK CITY ENGINEER

Accepted by:
THE CITY OF ASBURY PARK

Michael Capabianco Date
Asbury Park City Manager

CAB:DJM:JDH:jdj

cc: Cindy Dye, City Clerk *(via email)*
JoAnn Boos, CFO *(via email)*

G:\Projects\ASPK\#Proposals\16002\Final Proposal\Capabianco_CAB_North End Boardwalk.docx

Attachment: Capabianco_CAB_North End Boardwalk July 2019 (2019-252 : Authorizing a Professional Services Contract to T&M Associates to



RESOLUTION NO. 2019-253

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

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 1 TO MONMOUTH COUNTY FOR ROAD REPAVING.

WHEREAS, the City Council of Asbury Park and Monmouth County parties to a contract for the Road Repaving via Resolution 2019-176; and

WHEREAS, the original contract amount approved by the City Council was in the sum of eleven thousand, two hundred fourteen and 85/00 cents (\$11,214.85); and

WHEREAS, the project requires Changer Order #1 in the amount not to exceed four hundred ninety three dollars and 31/00 cents (\$493.31); and

WHEREAS, the Change Order #1 is for additional labor and material/fuel costs; and

WHEREAS, this change order reflects the costs activities as attached on change order number one; and

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

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

WHEREAS, the Chief Financial Officer has provided to the Governing Body a certificate in writing pursuant to N.J.A.C. 5:34-2 that funds are available to pay for the subject matter of this Resolution; and funds are available in account T-17-75-850-850-003 and the maximum dollar value of the pending change order is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Mayor and State of New Jersey that the this Change Order #1 shall not exceed \$493.31; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute

Change Order Number One 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, Director of Community Development, City Manager, and Director of Purchasing.

I, MELODY HARTSGROVE, Deputy 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. 2019-253 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 11th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

P.O. 19-01624

3.H.4.a

INVOICE

The Board of Chosen Freeholders of the County of Monmouth

DEPARTMENT OF PUBLIC WORKS & ENGINEERING

JOHN W. TOBIA
Director of Public Works & Engineering
Email: jvtobia@co.monmouth.nj.us

250 Center Street
Freehold, New Jersey 07728
Telephone: (732) 683-8758
Fax: (732) 462-1863



DIVISIONS
Bridge
Buildings & Grounds
Engineering
Fire Academy/ Fire Marshal
Fleet Services
Highway
Reclamation Center
Shade Tree Commission

TO:
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

FOR:
Shared Services

INVOICE # Asbury Park 001-19-1

DATE	WORK ORDER	TASK	SERVICES	QUANTITY	AMOUNT
6/17/2019	22227	119443	Labor Key & Pave		\$5,124.24 + 450.24
			Administrative Fee		\$18.50 /
6/17/2019	22227	119443	Equipment Millers, Trucks		\$6,085.95 /
6/17/2019	22227	119443	Material/ Fuel Fuel - Diesel Tack Oil	130 Gal(s) 4 Drum(s)	\$239.47 \$240.00 479.47 + 43.05
TOTAL:					\$11,708.16

Make all checks payable to the COUNTY OF MONMOUTH
PLEASE INCLUDE INVOICE NUMBER ON CHECK, VOUCHER/PURCHASE ORDER

Please remit payment to:

Monmouth County Public Works & Engineering Department
250 Center Street, Building A
Freehold, NJ 07728
ATTN: DIRECTOR OF PUBLIC WORKS OFFICE

PAYMENT DUE WITHIN 60 DAYS OF RECEIPT OF INVOICE

Thank you for your business!

19-01624

Attachment: MONMOUTH COUNTY PO #19-01624 INVOICE 001-19-1 (2019-253 : Authorizing Change Order Number 1 to Monmouth County for

T-17-75-850-850-003 - 493.31



Monmouth County Public Works Task Details

Work Order: 22227

Task ID: 119443

Division: HIGHWAY

Work Order Issue: Shared Services Activity: Paving

District or Unit: 2

Actual Start Date: 1/28/2019

Actual Stop Date: 6/18/2019

Location Description:

Entered By: holmesd

Asset: Non-Asset

Street Address:

Priority: Important

Intersecting Street: COMSTOCK ST

Notes: KEY AND PAVE ALLYWAYS OFF OF COMSTOCK ST 3.804 AND 3,200 SQ FT 110 TONS 9.5M64 ASPHALT SUPPLIED BY ASBURY PARK.

City: Asbury Park City

Municipality: Asbury Park City

Locator City:

6/18/2019

Generated by Cartegraph

Page 1

Labor Log

Date	ID	Last Name	Rate	Rate Name	Hours	Cost
6/17/2019	201L-HWY	Santiago JR	38.37	Fringe Rate	8.00	\$306.96
6/17/2019	211L-HWY	Walling	75.76	OT Fringe	2.00	\$151.52
6/17/2019	109L-HWY	Blackwood	50.51	Fringe Rate	8.00	\$404.08
6/17/2019	154L-HWY	Hanisch	37.41	Fringe Rate	8.00	\$299.28
6/17/2019	157L-HWY	Holmes	63.69	OT Fringe	2.00	\$127.38
6/17/2019	274L-HWY	Anderson	43.86	OT Fringe	2.00	\$87.72
6/17/2019	336L-HWY	Conover, III	35.76	OT Fringe	2.00	\$71.52
6/17/2019	109L-HWY	Blackwood	75.76	OT Fringe	2.00	\$151.52
6/17/2019	299L-HWY	White	28.75	Fringe Rate	8.00	\$230.00
6/17/2019	237L-HWY	Stewart	33.65	Fringe Rate	8.00	\$269.20
6/17/2019	201L-HWY	Santiago JR	57.55	OT Fringe	2.00	\$115.10
6/17/2019	336L-HWY	Conover, III	23.84	Fringe Rate	8.00	\$190.72
6/17/2019	204L-HWY	Sergi	31.76	Fringe Rate	8.00	\$254.08
6/17/2019	333L-HWY	Walsifer	26.84	Fringe Rate	8.00	\$214.72
6/17/2019	157L-HWY	Holmes	42.46	Fringe Rate	8.00	\$339.68
6/17/2019	214L-HWY	Watts	58.28	OT Fringe	2.00	\$116.56
6/17/2019	204L-HWY	Sergi	47.64	OT Fringe	2.00	\$95.28
6/17/2019	214L-HWY	Watts	38.85	Fringe Rate	8.00	\$310.80
6/17/2019	299L-HWY	White	43.13	OT Fringe	2.00	\$86.26
6/17/2019	211L-HWY	Walling	50.51	Fringe Rate	8.00	\$404.08
6/17/2019	154L-HWY	Hanisch	56.12	OT Fringe	2.00	\$112.24
6/17/2019	274L-HWY	Anderson	29.24	Fringe Rate	8.00	\$233.92
6/17/2019	237L-HWY	Stewart	50.48	OT Fringe	2.00	\$100.96
6/17/2019	333L-HWY	Walsifer	40.25	OT Fringe	2.00	\$80.50
6/17/2019	137L-HWY	Flore	33.65	Fringe Rate	8.00	\$269.20
6/17/2019	137L-HWY	Flore	50.48	OT Fringe	2.00	\$100.96
6/18/2019	004L-DIR	Cigas	18.50	Administrative	1.00	\$18.50
					131.00	\$5,142.74

Equipment Log

Date	Bar Code	Asset No	Make	Model	Usage	Cost
6/17/2019	5291		FORD	F250 4X4	1.00	\$18.00
6/17/2019	3982	TRK T-21	INTERNATION...	7600 SFA 6X4	8.00	\$691.20
					9.00	\$709.20

5/15/2019

Generated by Cartegraph

Page 2

Equipment Log

Date	Bar Code	Asset No	Make	Model	Usage	Cost
6/17/2019	4385	T-400	FREIGHTLINER	M915A2	1.00	\$105.70
6/17/2019	4799	TRK T-31	INTERNATION...	7600 SFA 6X4	8.00	\$691.20
6/17/2019	3979	TRK T-30	INTERNATION...	7600 SFA 6X4	8.00	\$691.20
6/17/2019	4802	TRK T-34	INTERNATION...	7600 SFA 6X4	8.00	\$691.20
6/17/2019	0096	TRK T-19	INTERNATION...	2654 6X4	1.00	\$86.40
6/17/2019	2905		BOMAG	BW138AW	8.00	\$367.20
6/17/2019	3729	3729	CATERPILLAR	AP655D	8.00	\$2,200.00
6/17/2019	0416	TRK 403	INTERNATION...	7400 SFA 4X2	2.00	\$95.40
6/17/2019	3923	HIGHW-3923	JOHN DEERE	332D	7.00	\$249.20
6/17/2019	0009	TRK 525	INTERNATION...	4700 4X2	5.00	\$199.25
					65.00	\$6,085.95

Material Log

Date	Material ID	Description	Quantity	Cost
6/17/2019	115M-HWY	TACK OIL	4.00	\$240.00
6/17/2019	002M-PW	FUEL-DIESEL	130.00	\$239.47
			134.00	\$479.47

Other Log

Date	Short Description	Vendor	Purchase Order	Usage	Cost
				0	\$0.00

Totals Summary	Status	Labor Hours	Labor Cost	Equipment Cost	Material Cost	Other Cost	Total Cost
Completed		131.00	\$5,142.74	\$6,085.95	\$479.47	\$0.00	\$11,708.16



RESOLUTION NO. 2019-254

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

RESOLUTION APPROVING APPOINTMENTS TO THE CITY OF ASBURY PARK GREEN TEAM

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the following individual is hereby appointed to serve on the Asbury Park Green Team for a period as needed.

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 individual is hereby appointed to serve on the Green Team:

Yvonne Adams, Asbury Park Recycling Coordinator

2. That a certified copy of this Resolution shall be provided to Michael N. Capabianco, City Manager, and Michele Alonso, Director of Planning and Redevelopment.

I, MELODY HARTSGROVE, Deputy 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. 2019-254 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 10th DAY OF July, 2019.

**MELODY HARTSGROVE
DEPUTY CITY CLERK**



RESOLUTION NO. 2019-255

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

APPOINTING MEMBERS TO THE ZONING BOARD OF ADJUSTMENT OF THE CITY OF ASBURY PARK

Whereas, pursuant to N.J.S.A. 40:55D-69, *et seq.*, and Section 30-22, *et seq.*, of the Asbury Park City Code, a Zoning Board of Adjustment has been established within the City consisting of seven (7) regular members and two (2) alternate members; and

Whereas, per Section 30-22.1 of the City Code, all regular and alternate members of the Zoning Board of Adjustment are to be appointed by the Mayor and Council; and

Whereas, pursuant to N.J.S.A. 40:55D-69, the terms of all members first appointed to the Zoning Board of Adjustment shall be so determined that, to the greatest practicable extent, the expiration of such terms shall be distributed, in the case of regular members, evenly over the first four years after their appointment, and in the case of alternate members, evenly over the first two years after their appointment; and

Whereas, thereafter, the term of each regular member shall be for four (4) years, and the term of each alternate member shall be for two (2) years; and

Whereas, with the above in mind, the Mayor and Council wish to make the following appointments to the Zoning Board of Adjustment, effective as of the date of this resolution. Now, Therefore, Be It Resolved, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. Effective as of the date of this resolution, the following resident(s) of the City of Asbury Park is/are hereby appointed as regular member(s) of the Zoning Board of Adjustment, for a term of four (4) years:

Surinder K. Aggarwal - Term to expire on December 31, 2021

2. A certified copy of this Resolution shall be provided to each of the following:
 - a. Each Appointee referenced above.

- b. Zoning Board of Adjustment Secretary.
- c. Michael N. Capabianco, City Manager.

I, MELODY HARTSGROVE, Deputy 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. 2019-255 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 11th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

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

PHONE: (732) 775-2100
FAX: (732) 775-0441



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

MICHAEL CAPABIANCO, CITY MANAGER
CINDY A. DYE, RMC, CITY CLERK

APPLICATION FOR APPOINTMENT AS A CITIZEN TO A BOARD, COMMITTEE OR COMMISSION

NAME Arthur Schlossbach

HOME ADDRESS 1043 Summerfield Ave. Asbury Park NJ 07712

PHONE 646 408 0033 **EMAIL** arthur@eatusa.net

Do you reside within the City of Asbury? X Yes

Are you 18 years of age or older? X Yes

EXPERIENCE & CIVIC ACTIVITIES (Include other Boards, Committees etc; Attaching resume optional)

I am a SCORE mentor, I had for 7 years from 02/01/2002 thru 2009 been a appointed member of Community Board 1 in lower Manhattan NYJ serving on the Small Business, World Trade Center and the finance committees

EDUCATION Asbury Park HS, Brookdale CC and Fordham
UNI

STATEMENT OF INTEREST (List the Boards, Committee or Commission you are interested in serving; experience you may have; and why you wish to serve.)

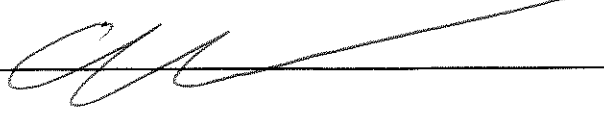
Business committee and the APTV

PLEASE LIST ANY CONFLICTS YOU MAY HAVE IF CHOSEN TO SERVE

None

I hereby certify that all statements provided above are true and complete. I understand that false or misleading statements by me cause for elimination from consideration.

SIGNATURE



DATE

12 20 18

GUIDELINES FOR APPLYING FOR A BOARD, COMMITTEE OR COMMISSION

1. Please submit one application per Board, Committee or Commission.
2. The application will be kept on file for 2 years.
3. The application information you have submitted is considered public record.
4. In accordance with the Local Government Ethics Law, N.J.S.A. 40A:9-22.1 et seq., annual Financial Disclosure Statements must be filed by elected officials, certain government employees and members of the Housing Authority, Recreation Commission, Planning Board, Zoning Board of Adjustment, Library Board Trustees.
5. Applications must be returned to the City Clerk's office:
 - In person, Monday through Friday, 9am to 430pm
 - By mail to the City Clerk of the City of Asbury Park, One Municipal Plaza, Asbury Park, New Jersey, 07712
 - By email to the City Clerk at cindy.dye@cityofasburypark.com

COMMUNITY WORK

- SCORE mentor Monmouth County NJ group (sponsored by the SBA)
- Community Board 1 Member, Committees: Waterfront, Financial,, World Trade New York City
- Office of Emergency Management CERT Team, Tribeca and Battery Park, 2008–present
- Board Member, Friends of City Hall Park, 2008-present
- Member of speaker Silvers study of downtown schools
- Co-Chair Councilman Alan Gersons committee on downtown small business
- American Cancer society's business man of the year, for being the 1st business to indorse the no smoking bill

Names local hero by Newsday one of 48 over the years

https://www.myfortune3cart.com/eatusa/Arthur_Gregory_Everyday_Hero.pdf

WTC Tribute Centre tour Docent

- Downtown Independent Democratic Club Ex Board 2007 – present
- Candidate for City Council, First District Manhattan, 2009
- NYPD Auxiliary Harbour Unit, 2003 – 2007
- Founder and Board Member, past chair The Tribeca Organization, 2001-2008

(The Tribeca Organization, is a 501 c3 , started after 911 to promote tourism and small business retention, and the formation of the Tribeca Film Festival)

- Founding Member, From The Ground Up, 2001-2005

(From the Ground Up was a 501 c 3, started after 911 with the Downtown Alliance, the largest Bid (business improvement district) in the country, promoting business and tourism)

Both of the above were Non-profits that we started after the 911 attacks on the WTC

for the benefit of small business and the residents including working with city state and the

Lobbying of selected congress member for funding

Member Asbury Park Police COP unit 2012 till present

Member Asbury Park Democratic Org

Member Monmouth County Democratic Org Chairman's club

Legislative aide to Assemblyman Richard Van Wagner and William Flynn

Chief of staff for Monmouth County Freeholder Chainmen Ray Kramer

Intern Governor Brendan Byrne

Intern Congressman James Howard

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

PHONE: (732) 775-2100
FAX: (732) 775-0441



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

MICHAEL CAPABIANCO, CITY MANAGER
CINDY A. DYE, RMC, CITY CLERK

APPLICATION FOR APPOINTMENT AS A CITIZEN TO A BOARD, COMMITTEE OR COMMISSION

NAME: Surinder K. Aggarwal

HOME ADDRESS: 206 2nd Avenue, Apartment 23, Asbury Park, NJ 07712

PHONE: 201-970-7200

EMAIL: Law.Aggarwal@outlook.com

Do you reside within the City of Asbury? ☒ Yes ☐ No

Are you 18 years of age or older? ☒ Yes ☐ No

EXPERIENCE & CIVIC ACTIVITIES (Include other Boards, Committees etc; Attaching resume optional)

See attached Resume. Additionally, I serve as a *pro bono* attorney for the United States District Court for the District of New Jersey. I am also a member of Lambda Legal's Cooperating Attorney Network, providing guidance on inquiries relating to LGBTQ and HIV-related issues, particularly in the work-place.

EDUCATION: Washington University in St. Louis
B.A., *cum laude* (2003)
J.D. (2006)

STATEMENT OF INTEREST (List the Boards, Committee or Commission you are interested in serving; experience you may have; and why you wish to serve.)

Serving on the Zoning Board would provide me with the opportunity to play an active role in the Asbury Park community by assisting in the city's development so as to reflect the priorities and values of its residents.

PLEASE LIST ANY CONFLICTS YOU MAY HAVE IF CHOSEN TO SERVE

None anticipated.

I hereby certify that all statements provided above are true and complete. I understand that false or misleading statements by me cause for elimination from consideration.

SIGNATURE

DATE JUNE 13 2019

Attachment: Surinder Aggarwal (2019-255 : Appointing Members to The Zoning Board of Adjustment of the City of Asbury Park)

SURINDER KARTHIK AGGARWAL

86 Court Street
 Freehold, NJ 07728
 (201) 575-4000
 law.aggarwal@outlook.com

BAR ADMISSION:

State of New Jersey: 2007
 State of Maine: 2018
 United States District Court for the District of New Jersey: 2007
 United States Court of Appeals for the Third Circuit: 2009
 United States Supreme Court: 2012

EDUCATION:

Washington University School of Law, *St. Louis, MO*
 Juris Doctor: May 2006

Washington University in St. Louis, *St. Louis, MO*
 Bachelor of Arts, *cum laude*: May 2003

WORK EXPERIENCE:

Mallon & Tranger, Freehold, NJ March 2018 - Present
 Associate: Practice focuses on civil rights litigation against public entities and officials.

Law Offices of Surinder K. Aggarwal, Hoboken, NJ & Freehold, NJ June 2013 - Present
 Principal: Represent individual clients and businesses in a wide range of legal matters, including no-fault insurance arbitrations, criminal defense, and civil rights litigation.

Beckman Ogozalek Londer, Gibbsboro, NJ April 2015 - December 2015
 Counsel: Assisted with the defense of complex civil litigation, including serious personal injury, product liability, and coverage disputes.

William H. Buckman Law Firm, Moorestown, NJ June 2008 - May 2013
 Associate: Areas of practice included criminal defense, civil rights litigation, and employment law for claims brought pursuant to the New Jersey Law Against Discrimination and Conscientious Employee Protection Act.

NOTABLE CIVIL TRIAL EXPERIENCE:

Troso v. City of Atlantic City, Civil No. 10-1566 (RMB/JS)
 Served as Trial Co-Counsel and obtained \$500,000.00 Judgment on behalf of Client on claims of Excessive Force and False Arrest.

PUBLISHED AND NOTABLE DECISIONS:

Jacobs v. Cumberland County, 2019 U.S. Dist. LEXIS 92831

May v. Sanna, 2012 U.S. Dist. LEXIS 43427

Peterson v. Bernardi, 719 F. Supp. 2d 419 (D.N.J. 2010)

Sebastian v. Vorhees Township, 2011 U.S. Dist. LEXIS 12038

Troso v. City of Atlantic City, 2013 U.S. Dist. LEXIS 44460

Warner v. Township of South Harrison, 885 F. Supp. 2d 725 (D.N.J. 2012)

PROFESSIONAL MEMBERSHIPS AND ASSOCIATIONS:

Federal Bar Association
 National Association of Criminal Defense Lawyers
 Association of Criminal Defense Lawyers of New Jersey



RESOLUTION NO. 2019-256

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

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, ACTING AS THE REDEVELOPMENT ENTITY, GRANTING CONCEPTUAL APPROVAL TO REGIONAL DEVELOPMENT GROUP, LLC REGARDING RESIDENTIAL DEVELOPMENT ON BLOCK 3901, LOT 11; 215 FIRST AVENUE, AND REFERRING THE MATTER TO THE PLANNING BOARD FOR APPROPRIATE APPROVALS

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

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk); and

WHEREAS, the City Council on June 14, 2018 amended the Redevelopment Plan and the Redeveloper Agreement to permit development on lots of 15,000 square feet or more and permits a developer other than the Master Developer to enter into a subsequent redeveloper’s agreement with the city; and

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

WHEREAS, the City by resolution has designated Regional Development Group, LLC, with offices at 701 Route 70 E, Building I, Marlton, NJ 08053, (the “**Entity**”) as a Subsequent Developer and authorized the execution of a Subsequent Developer Agreement between the City, Master Developer, and the Entity, which agreement is annexed hereto as Exhibit A; and

WHEREAS, pursuant to the Subsequent Developer Agreement, the Redeveloper Agreement and the Redevelopment Plan, the Entity intends to develop approximately 24 residential condominium units (the “**Units**”) in accordance with a presentation to the municipal council on December 27, 2018 (the “**Project**”) on property identified as Block 3901, Lot 11 on

the tax maps of the City and located in the Redevelopment Area (the “**Project Site**”); and

WHEREAS, the Entity’s Project complies with the Redevelopment Plan except for waivers to be granted by the planning board sought for fenestration and balcony design; and

WHEREAS, the City’s Technical Review Committee (the “TRC”) reviewed the Project at a meeting held on December 6, 2018 and issued a report dated December 10, 2018 as Exhibit B; and

WHEREAS, the City Director of Planning and Redevelopment has reviewed the application and has by Memo attached hereto as Exhibit C, recommended that the Mayor and Council, acting as Redevelopment Entity, grant conceptual approval of the Project, and further that recommendations of the TRC and her additional recommendations be incorporated; and

WHEREAS, the Entity presented the Project and reviewed the plans with the Mayor and Council at the workshop session on December 27, 2018; and

WHEREAS, the Mayor and City Council, acting as the city’s Redevelopment Entity, wish to set forth their conceptual approval for the Entity’s Project, and to refer the matter to the Planning Board for appropriate approvals, including, but not limited to Preliminary and Final Site Plan approvals and considerations of the recommendations of the City Director of Planning and Redevelopment and the TRC in their respective memos of December 18, 2018 and December 10, 2018.

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

1. The recitals are incorporated herein by reference.
2. The Project is hereby granted conceptual approval and referred to the Planning Board for appropriate review and approvals in accordance with the provisions of the Redevelopment Plan and Municipal Land Use Law.
3. The Mayor and Council, recommend that the Planning Board take into regard the following site recommendations of the TRC and the Director of Planning and Redevelopment:
 - a. The front landscaping area plantings be designed to adequately accommodate and absorb run-off.
 - b. The run-off from the rear parking area be directly piped and tied into the stormwater system unless mitigated through landscaping.
 - c. The public improvements will be consistent with the design regulations in the Redevelopment Plan and the Infrastructure Report. The Project should have public R-O-W amenities such as bicycle racks and benches.
 - d. The lighting from this Project does not impact neighboring properties.

e. The line striping in the road and new curb configuration by the driveway be reviewed by the City's transportation planner as to whether it is safe and appropriately placed.

f. The shared driveway must have a recorded cross easement for access as part of the deeds for both properties.

g. The masonry walls around the Project Site not exceed the height of the existing walls.

h. The landscape, architectural and the engineering plans coincide in landscape paving areas. Each shows slight variations on plant material, stair placement and area of pavement.

4. This Resolution shall take effect immediately.

I, MELODY HARTSGROVE, Deputy 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. 2019-256 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 11th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

Exhibit A

Waterfront Redevelopment Area Application for Designation as Subsequent Developer

Name of Applicant

Address of Applicant

Address of Project Site

Block Lot(s)

Overview of Application Contents:

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

I. Instructions:

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

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

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

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

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

or

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

II. Developer Identification:

A. Name of Applicant:

B. Principal Address:

C. Type of Entity (check one)

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

D. Contact Information

1.) Name of Primary Contact:

2.) Contact Numbers:

a. Phone:

b. Fax:

c. Email:

E. Name and Address of Statutory Agent:

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

F. Federal Tax Identification Number:

G. Development Experience:

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

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

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

H. Disclosure of Ownership:

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

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

I. Certificates of Incorporation and Approval:

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

J. Authorization to Submit Application:

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

III. Project Description:

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

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

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

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

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

☐ Other (Specify): _____

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

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

C. Marketing Expectation:

☐ For Sale ☐ For Lease ☐ Both

D. Project Location:

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

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

3. Metes and Bounds Description/Survey:

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

E. Deed or Lease Agreement:

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

F. Narrative Description of Project:

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

G. Current Conditions:

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

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

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

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

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

H. Proposed Project Professionals

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

I. Project Cost Estimates

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

J. Project Pro-Forma:

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

K. Project Financing Plan:

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

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

L. Project Schedule:

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

M. Statement of Project Benefits:

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

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

Please attach these items at Exhibit 19 to this application.

Signatures

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

For the Applicant:

Name:

Date

Title:

Sworn to and subscribed before me:

Notary Public

EXHIBITS

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

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

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

PHONE: (732) 775 – 2100
FAX: (732) 775 - 0441

EXHIBIT B



CITY COUNCIL

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

MICHAEL N. CAPABIANCO, CITY MANAGER
CINDY A. DYE, R.M.C, CITY CLERK

Technical Review Committee

To: Asbury Park Planning Board
From: Michele Alonso, PP/AICP, Director of Planning and Redevelopment on behalf of the Technical Review Committee
CC: Jennifer Credidio, Redevelopment Counsel
Regional Development Group, LLC
Mayor and Council
Date: December 10, 2018
Re: TRC REVIEW
215 First Avenue, Block, 3901, Lot 11

The Technical Review Committee convened and reviewed the TRC application for 215 First Avenue, Block 3901, Lot 11 on December 6, 2018 from 2:00-3:05 pm. The developer Trip Brooks of Regional Development Group presented the application along with his team which included Luke Rudowsky of Regional Development Group, LLC, Daniel Condatore and of Mode architects, Dan Caruso and Tom Giglio of Landmark Engineering and attorney Kevin Kennedy. Present as well as part of the TRC was Barbara Krzak, Planning Board Chairwoman, Yvonne Clayton, Councilwoman, Michael Sullivan of Clark Caton Hintz, Brian Cheripka of Asbury Partners, Michele Alonso of the City, Jason Harzold and Claire Petrizella, of T and M Associates and Cassandra Dickerson as Secretary.

The site is currently a three (3) story abandoned apartment building in disrepair on a 140 X 150 lot. The building currently has a shared driveway on the eastern side of the building and another driveway at the western side of the building. The western driveway would be eliminated and a new shared eastern driveway totaling 25.5 feet in width would be installed. A recorded cross easement is needed with the adjacent property owner to share the driveway.

The project totals 24 units. There are 41 parking spaces proposed. Fifteen (15) spaces are tandem. Each unit has an outdoor patio. Ground floor units have personal patios in the front of the building. The ground floor units at the front of the building are duplexes with internal connections to the second floor at the front of the building. There is an amenity deck in the rear

Attachment: TRC memo 215 first avenue Exhibit B (2019-256 : Referral to Planning Board for 215 First Avenue Block 3901, Lot 11)

over the parking area. The amenity deck will have a pool, barbeque grills, and seating. The fourth floor will have a mezzanine with additional living space. This will be a condominium property. The condominium documents will have regulations concerning noise.

The façade will have a modern look and be primarily stucco with slidable “wood screens” which will give warmth and a pergola on top. The wood material is a composite texture material named Inowood. It is a recycled material and is inert. Its lifecycle is 10-15 years and is rated for saltwater. The architect Daniel Condatore will provide some local examples of projects that use the product. The windows of the building will be black aluminum. The building is one foot back from the original footprint as it relates to the street.

Trip Brooks stated that the architecture was designed to be modern, but still fit in with the neighborhood. Stucco is a widely used product in the area –the beachfront pavilions are made of stucco. He did not want to depart too much from current modern architecture that has been built recently in the waterfront area. The shutters and screens as well as the whole building will be hurricane resistant.

The amenity deck will be screened and lights would be 6-8 feet in height focused down and have cut offs. There would be a wood truss for mechanicals. The mechanicals will be small condenser units on the roof on a wood truss.

A landscaped island is proposed where the street narrows down. There is a small drain in the parking lot. It will remain, but it is expected that additional water from rain and run-off would flow down the driveway from the parking lot. There are two downspouts on the building that will drain into the lawn. The City engineer asked if they would consider pipping the flow under the driveway and connect into the stormwater system. The TRC recommended that they would like to see direct piping of the run off. It was also recommended that there be a green method of dealing with run-off.

The applicant proposed a curb extension with additional landscaping at the driveway. The city will investigate if the curb extension complies with the redevelopment plan and appropriate for traffic flow.



Exhibit C

To: Michael Capabianco, City Manager
From: Michele Alonso, PP/AICP, Director of Planning and Redevelopment
CC: Mayor and Council
Jennifer Credidio, Esq., Redevelopment Counsel
Kevin Kennedy, Esq., Applicant's Attorney
Date: December 18, 2018
Re: Regional Development Group
215 First Avenue
Block 3901, Lot 11
Conceptual Site Plan Review

Project Description

This application is the first project that is less than one tax block in size to be considered for redevelopment since the Asbury Park municipal council passed the amendment to the Waterfront Redevelopment Plan in June of 2018 which permits development of lots of 15,000 square feet or more.

This project sits on a lot of 21,211.59 square feet. It will house twenty four (24) units in a four story building. There are twelve (12) three bedroom units and twelve (12) two bedroom units. The site is currently a three (3) story abandoned apartment building in disrepair on a 140 X 150 lot. The building currently has a shared driveway on the eastern side of the building and another driveway at the western side of the building. The western driveway would be eliminated and a new shared eastern driveway totaling 25.5 feet in width would be installed. A recorded cross easement is needed with the adjacent property owner to share the driveway.

There are forty one (41) parking spaces proposed. Fifteen (15) spaces are tandem. Each unit has an outdoor balcony. Ground floor units have personal patios in the front of the building. The ground floor units at the front of the building are duplexes with internal connections to the second floor at the front of the building. There is an amenity deck in the rear over the parking area for all residents. The amenity deck will have a pool, barbeque grills, and seating. The fourth floor will have a mezzanine with additional living space in a penthouse like structure. Top floor units will have individual roof decks. The project is proposed as a condominium property. The condominium documents will have regulations concerning noise.

The façade will have a modern look and be primarily stucco with slidable "wood screens" which will give warmth and a pergola on top. The wood material is a composite texture material named Inowood. It is a recycled material and is inert. Its

lifecycle is 10-15 years and is rated for saltwater. The windows of the building will be black aluminum. The shutters and screens as well as the whole building will be hurricane resistant.

The architecture is designed to be modern, but will fit in with the neighborhood architectural context. The building also compliments current modern architecture that has been built recently in the waterfront area. Stucco is a widely used product in the area –the beachfront pavilions are made of stucco. The building is one foot back from the original footprint as it relates to the street.

The amenity deck will be screened and lights would be 6-8 feet in height focused down and have cut offs. There would be a wood truss for mechanicals. The mechanicals will be small condenser units on the roof on a wood truss.

There is a small drain in the current parking lot. It will remain, but it is expected that additional water from rain and run-off would flow down the driveway from the parking lot into the street. There are two downspouts on the building that will drain into the lawn. The City Engineer asked if the developer would consider pipping the flow under the driveway and connect into the stormwater system. The TRC recommended that they would like to see direct piping of the run off. It was also recommended that there be a green method of dealing with run-off.

The applicant proposed a curb extension with additional landscaping at the driveway. The city does not recommend the curb extension as it does not comply with the street design outlined in redevelopment plan and the city finds it is not appropriate for traffic flow. It was removed from the plan and striped area has replaced it.

Purpose of Redevelopment Entity Meeting

Pursuant to the Waterfront Redevelopment Plan:

“All construction projects within the redevelopment area shall receive comments from the TRC prior to submission to the Mayor and Council acting as Redevelopment Agency for the City. Upon conceptual approval by the City of Asbury Park, the Mayor and Council, acting as the Redevelopment Authority, the matter shall then be submitted to the Planning Board for preliminary and final site plan approval, pursuant to statute.”

Therefore, the Mayor and Council must review the project concept for general consistency with the tenants contained within the Waterfront Redevelopment Plan. Detailed site plan review will take place at the Planning Board level.

Zoning Considerations

The submitted plans conform to the waterfront redevelopment plan requirements for use, bulk, maximum height, minimum lot size, and minimum number of parking spaces.

The project meets the majority of the design requirements of the redevelopment plan, however a few of the design requirements are not met and require a waiver.

The following design requirements are not met:

Configuration (page 66)

- Windows shall be single, double, triple-hung, or operable casements. Openings shall be rectangular with a vertical or square proportion. Multiple windows in the same rough opening shall be separated by a 4 inch minimum post. The centerline of the window sash shall align within the centerline of the wall (there shall be no flush mounted windows).

Openings (page 67)

Material

- Windows shall be made of painted aluminum, wood or vinyl and shall have clear glass.
- Doors (including garage doors) shall be painted wood or composite wood.
- Yard Equipment, including HVAC, utility meters, clotheslines, satellite dishes, play equipment, hot tubs, and the like shall be permitted at rear yards only.

Building parts (page 68)

The openings on a frontage must remain within a void-to-solid ratio of no more than 45 percent with each facade measured independently. The void to-solid calculations shall not include the shopfront. Disharmony arises when the range of void-to-solid variation is extreme, approaching that of the all-glass office building, or the multi-balconied condominium.

Balconies are elements of the vernacular, but they must be used sparingly. This pertains to indented balconies (loggias) or to cantilevered ones. The effect of a facade saturated with balconies is no less disruptive than an all glass building.

The nonconforming design elements are not distracting to the architecture. The proposed window system is unique and most likely not envisioned at the time of the initial adoption of the plan's regulations. The door to the balcony will fold like an accordion. The proposed doors shall be metal which is not uncommon for a multifamily building. The HVAC will sit on the roof which is acceptable and has been approved for

other projects. With the inclusion of much glass at the front façade, the void to solid ratio of 45 percent is not followed. However, the glass at the balconies are key to the design of the building and are balanced with the wood shutter system.

Despite not meeting all the individual design requirements, the building meets the overall requirement of the plan in that it evokes one of the three 3 major styles existing within in the zone - Mediterranean Revival, Art & Crafts, and Moderne Styles. The guidelines overall “encourage the expression of these styles in a modern and contemporary way appropriate of new oceanfront architecture.” This building is a modern translation of the Moderne Style and is harmonious to the waterfront area.

TRC Comments and Recommendations

The TRC recommends this application with consideration taken in improving the storm water runoff system such as direct piping.

Director Comments and Recommendations

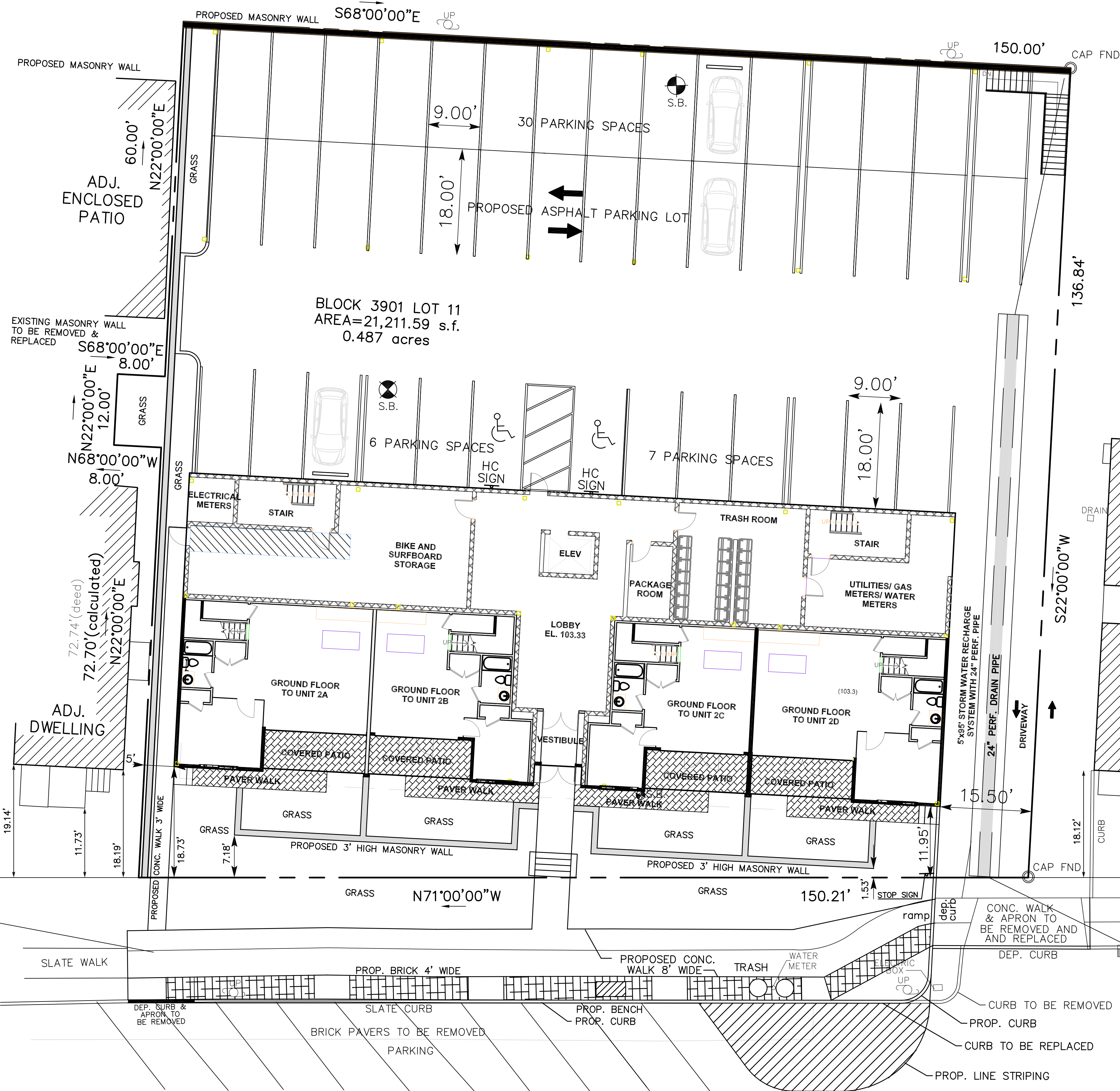
- The front landscaping area plantings be designed to adequately accommodate and absorb run-off.
- The run-off from the rear parking area be directly piped and tied into the stormwater system unless mitigated through landscaping.
- The public improvements will be consistent with the design regulations in the redevelopment plan and the infrastructure report. The project should have public R-O-W amenities such as bicycle racks and benches.
- Lighting from this project does not impact neighboring properties.
- The line striping in the road and new curb configuration by the driveway be reviewed by the City’s transportation planner as to whether it is safe and appropriately placed.
- The shared driveway must have a recorded cross easement for access as part of the deeds for both properties.
- The masonry walls around the property not exceed the height of the existing walls.

- The landscape, architectural and the engineering plans coincide in landscape paving areas. Each shows slight variations on plant material, stair placement and area of pavement.
- In general, the project is consistent with the stated goals and objectives of the Waterfront Redevelopment Plan.

Exhibit B



BERGH STREET
R.O.W. = 50' (T.M.)



REFERENCE PLANS

1. "SURVEY OF PROPERTY," DATED 1/31/18, PREPARED BY LANDMARK SURVEYING & ENGINEERING, INC., SIGNED BY ZENON T. GRYBOWSKI, P.L.S. - N.J. SURVEYING & ENGINEERING, INC., SIGNED BY ZENON T. GRYBOWSKI, P.L.S.
2. TAX SHEET NO. 39 OF THE CITY OF ASBURY PARK
3. TOTAL AREA OF LOT = 21,211.59 sq. ft. (0.487 ac.)
4. PROPERTY LOCATED IN ZONE WRA - WATER FRONT REDEVELOPMENT ZONE
5. OWNER: 215 FIRST AVENUE LLC, 305 BOND STREET, 3rd FLOOR, ASBURY PARK, NJ 07712, 732-804-0902
6. APPLICANT: REGIONAL DEVELOPMENT GROUP LLC, 701 ROUTE 70 EAST, BUILDING 1, MARLTON, NJ 08053, 732-804-0902
7. OUTBOUND SURVEY BY LANDMARK SURVEYING & ENGINEERING, INC., DATED 1/31/18.
8. 48 HOUR NOTICE IS REQUIRED TO THE ENGINEERS OFFICE PRIOR TO THE START OF CONSTRUCTION.
9. THIS PROJECT CONSISTS OF DEMOLITION OF AN EXISTING 32 UNIT APARTMENT BUILDING AND CONSTRUCTING A NEW 24 UNIT CONDOMINIUM DWELLING.
10. ALL UNDERGROUND UTILITIES BASED ON VISUAL MARKOUT ONLY AND ARE TO BE CONFIRMED BY CONTRACTOR PRIOR TO CONSTRUCTION.
11. ONE DOWNSPOUTS TO BE DIRECTED OVER LAND TOWARDS THE STREET THE REMAINING DOWNSPOUTS WILL BE CONNECTED TO A RECHARGE SYSTEM IN THE DRIVEWAY WITH OVERFLOW TO THE EXISTING STORM DRAIN IN THE STREET.
12. EXISTING CURB, WALKS AND PAVEMENT WILL BE REPAIRED AND/OR REPLACED WHERE REQUIRED.
13. TOPOGRAPHIC INFORMATION FROM SURVEY PREPARED BY LANDMARK SURVEYING AND ENGINEERING INC., DATED 1/31/18
14. EXISTING SEWER, WATER, GAS & ELECTRIC LATERALS SHALL BE RECONNECTED WHERE POSSIBLE. LOCATION AND CONDITION SHALL BE CONFIRMED BY CONTRACTOR PRIOR TO CONSTRUCTION.
15. THIS PLAN IS BASED ON ARCHITECTURAL PLANS PREPARED BY MODE SIGNED BY DANIEL M. CONDATORE, P.E.
16. THE PROJECT SITE IS LOCATED IN THE F.E.M.A. FLOOD ZONE X AS SHOWN ON THE EFFECTIVE F.I.R.M.A.P. 34025C0332F DATED 9/25/2009.
17. THE PROJECT SITE IS LOCATED IN THE F.E.M.A. FLOOD ZONE X AS SHOWN ON THE PRELIMINARY F.I.R.M.A.P. 34025C0332G DATED 1/31/2015

GENERAL NOTES:

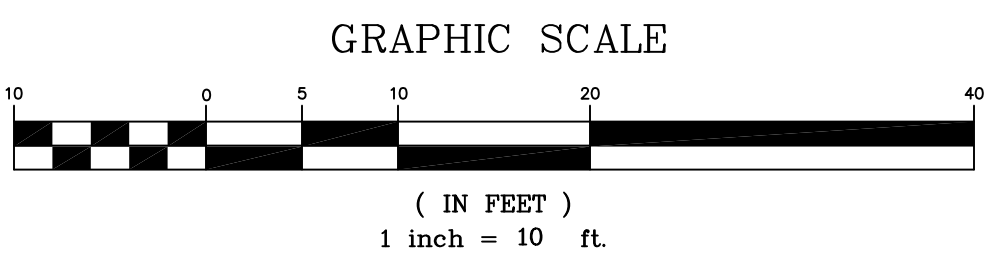
1. PROPERTY IS KNOWN AND DESIGNATED AS LOT 11 BLOCK 3901 AS SHOWN ON TAX SHEET NO. 39 OF THE CITY OF ASBURY PARK
2. TOTAL AREA OF LOT = 21,211.59 sq. ft. (0.487 ac.)
3. PROPERTY LOCATED IN ZONE WRA - WATER FRONT REDEVELOPMENT ZONE
4. OWNER: 215 FIRST AVENUE LLC, 305 BOND STREET, 3rd FLOOR, ASBURY PARK, NJ 07712, 732-804-0902
5. APPLICANT: REGIONAL DEVELOPMENT GROUP LLC, 701 ROUTE 70 EAST, BUILDING 1, MARLTON, NJ 08053, 732-804-0902
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ZONING DATA

ZONE: WATERFRONT REDEVELOPMENT AREA
MULTI FAMILY RESIDENTIAL

DESCRIPTION	ALLOWED	EXISTING	PROPOSED
USE:	MULTI FAMILY	APARTMENTS	CONDOMINIUM
NUMBER OF DWELLINGS PER LOT	1 MULTI FAMILY	1 MULTI FAMILY	1 MULTI FAMILY
MIN. LOT AREA (SF.):	15,000.0 sf.	21,211.59 sf.	21,211.59 sf.
MIN. LOT FRONTAGE (FT.):	100.0 ft.	150.21 ft.	150.21 ft.
MIN. LOT DEPTH (FT.):	N/A	140.77 ft.	140.77 ft.
MIN. SIDE YARD (FT.):	N/A	10.19 ft.	5 ft.
MIN. FRONT YARD (FT.): TO DWELLING	0.0 ft.	16.56 ft.	11.95 ft.
MIN. REAR YARD (FT.): TO DWELLING	N/A	44.28 ft.	0.0 ft.
MAX. BUILDING COVERAGE (%):	N/A	41.36% (8,774.25sf)	77.29% (16,393.43 sf)
MAX. LOT COVERAGE (%):	N/A	87.72% (18,606.1sf)	90.71% (19,240.91 sf)
MAX. BUILDING HEIGHT TO DWELLING ROOF (STORY):	4 STORY	3 STORY/25.61 ft.	4 STORY
PARKING SPACES: 1.5/UNIT	36 SPACES	24 SPACES	41 SPACES
ACCESSORY STRUCTURE	NONE	NONE	NONE

ADJ. MULTI-FAMILY DWELLING



- LEGEND
- = EXISTING GRADE
 - 20.00 = EXISTING GRADE
 - 71 = PROPOSED GRADE
 - 100.7 (P) = PROPOSED GRADE
 - ⊙ = DOWNSPOUT W/SPLASH BLOCK
 - ↘ = DIRECTION OF STORM WATER FLOW

FIRST AVENUE
R.O.W. = VARIES (T.M.)

1

REVISIONS FROM TRC MEETING

12/18/18

TO

REV.

DESCRIPTION

DATE

BY

SITE PLAN

213-215 FIRST AVENUE

LOT 11, BLOCK 3901, on T.M. SHEET #39

situate in

CITY OF ASBURY PARK

MONMOUTH COUNTY

NEW JERSEY

LANDMARK

SURVEYING AND ENGINEERING, INC.

813 Main Street

Avon-by-the-Sea, New Jersey 07717

Tel: (732)775-8558 - Fax: (732)775-7848

CERT. OF AUTH. #24GA27929700

Email: Landmarkse@Optimum.net

Web: www.Landmarkse.net

DANIEL W. CARUSO, P.E.

N.J. PROFESSIONAL ENGINEER - GE35687

SCALE:

1"=10'

DATE:

11/12/18

DRAWN BY:

BS

SHEET #:

10

DRAWING:

18025SP12-18-2018

JOB #:

18025

Packet Pg. 178

FIRST AVENUE DEVELOPMENT NEW CONDOMINIUM RESIDENCE

215 1ST AVE., ASBURY PARK, NJ



ARCHITECTURAL ABBREVIATIONS

A.F.F.	ABOVE FINISHED FLOOR	MIN.	MINIMUM
B.O	BOTTOM OF	N.O.	NUMBER
CONC.	CONCRETE	N.T.S.	NOT TO SCALE
CTR.	COUNTERTOP	O.C.	ON CENTER
DEG.	DEGREES	REQ'D.	REQUIRED
DTL	DETAIL	R.	RADIUS
DWG.	DRAWING	T&G	TONGUE AND GROOVE
EL.	ELEVATION	T.O.	TOP OF
EQ.	EQUAL	TYP.	TYPICAL
EXIST.	EXISTING	U.N.O.	UNLESS NOTED OTHERWISE
FL.	FLOOR	V.C.T.	VINYL COMPOSITION TILE
F.R.	FIRE RATED	V.I.F.	VERIFY IN FIELD
GA.	GAUGE	V.T.R.	VENT THROUGH ROOF
GYP. BD.	GYPSUM BOARD	W/	WITH
H.M.	HOLLOW METAL	&	AND
MAX.	MAXIMUM	±	APPROXIMATE DIMENSION
MTL	METAL	@	AT

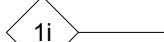
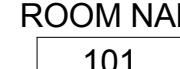
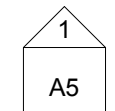
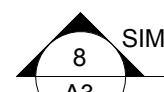
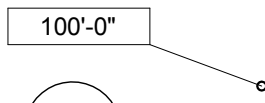
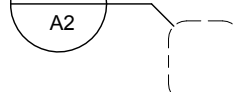
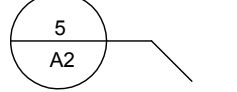
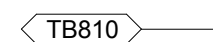
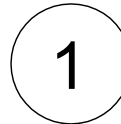
PROJECT CONTACTS

OWNER FIRST AVENUE DEVELOPMENT, LLC 505 BOND ST, 3RD FLOOR ASBURY PARK, NJ 07712 TRIP BROOKS E-MAIL: tripbrooks@gmail.com	CIVIL LANDMARK SURVEYING & ENGINEERING 815 MAIN ST AVON-BY-THE-SEA, NJ 07717 TRIP BROOKS E-MAIL: landmarkse@optimum.net T: 732.775.8558
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MECHANICAL, ELECTRICAL, & PLUMBING DLB ASSOCIATES 256 INDUSTRIAL WAY #224 ELIZABETH, NJ 07224 CONTACT: ANDRE BIER E-MAIL: abier@dlbassociates.com T: 732.987.5023	ATTORNEY LAW OFFICE OF KEVIN E. KENNEDY, LLC 165 STATE HWY 35 RED BANK, NJ 07071 KEVIN KENNEDY E-MAIL: kennedylaw@kevinkennedylaw.net T: 732.938.1099
STRUCTURAL SD ENGINEERING & CONSTRUCTION CORP. 1670 ROUTE 34N, SUITE 3A WHITE HOUSE, NJ 07077 LINO DEBALDI E-MAIL: ldebalmedia@3dengineering.com T: 732.598.4034	INTERIOR DESIGNER PINE • COMstock ASBURY PARK, NJ 07712 RENDERING ARTIST IN CONCEPT DESIGN E-MAIL: cstock@inconceptdesign.com T: 732.775.7255

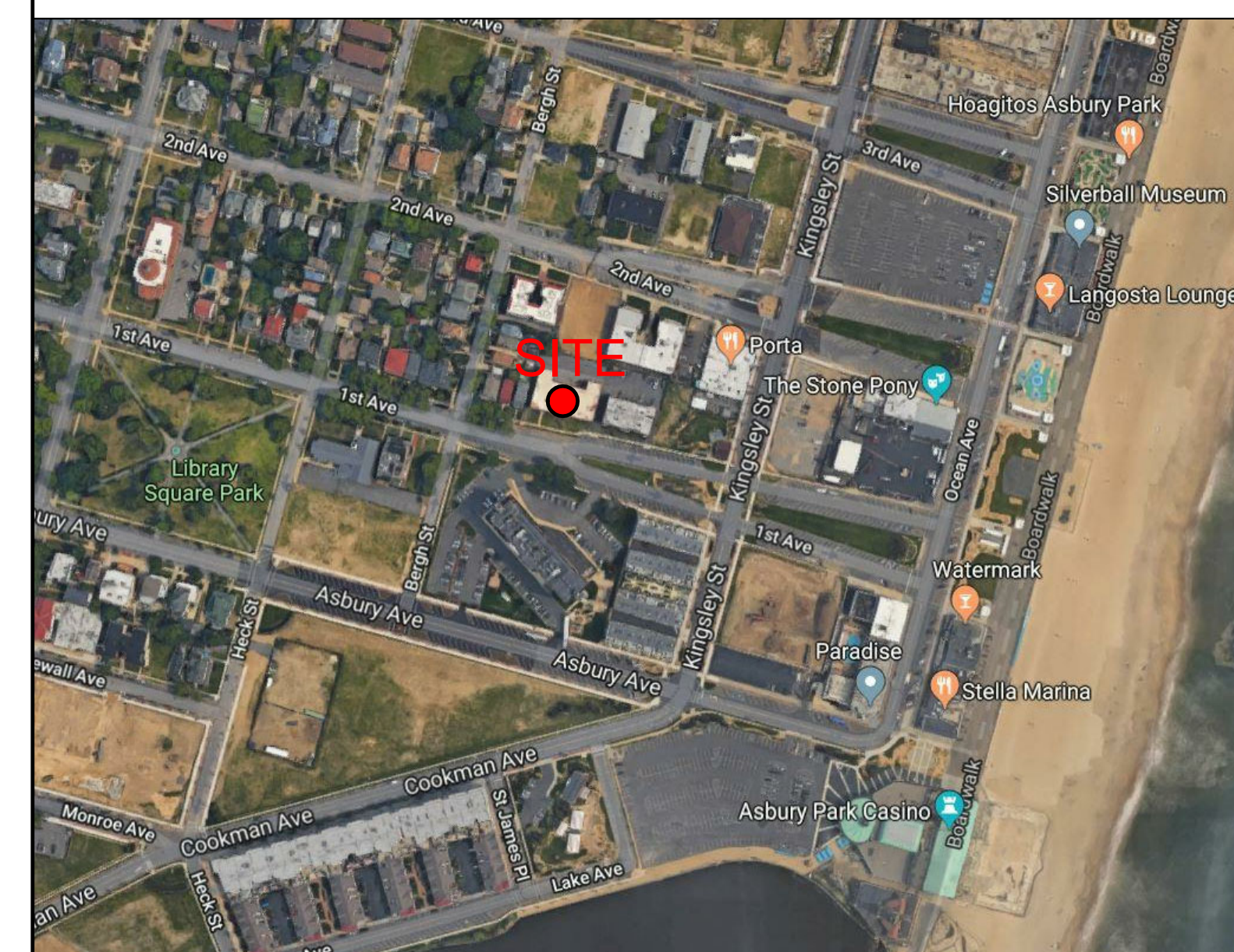
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LS100	CODE INFO & LIFE SAFETY	A301	BUILDING ELEVATIONS	2F	Unnamed
LS101	CODE INFO & LIFE SAFETY	A302	INTERIOR ELEVATIONS	2G	Unnamed
LS102	CODE INFO & LIFE SAFETY	A303	INTERIOR ELEVATIONS	2H	Unnamed
SP100	SPECIFICATIONS	A304	INTERIOR ELEVATIONS	3A	Unnamed
A001	EXTERIOR PERSPECTIVES	A400	BUILDING SECTIONS	3B	Unnamed
A100	GROUND LEVEL PLAN	A401	BUILDING SECTIONS	3C	Unnamed
A101	2ND FLOOR PLAN	A402	WALL SECTIONS	3D	Unnamed
A102	3RD FLOOR PLAN	A403	WALL SECTIONS	3E	Unnamed
A103	4TH FLOOR PLAN	A500	PARTITION TYPES & DETAILS	3F	Unnamed
A104	ROOF / PENTHOUSE PLAN	A800	DOOR SCHEDULE	3G	Unnamed
A105	ROOF PLAN A	A801	DOOR SCHEDULE	3H	Unnamed
A200	GROUND LEVEL ENLARGED PLAN A	A802	WINDOW SCHEDULE	4A	Unnamed
A201	GROUND LEVEL ENLARGED PLAN B	A803	EXTERIOR WINDOW ELEVATIONS	4A.2	Unnamed
A202	2ND FLOOR ENLARGED PLAN A	A804	INTERIOR WINDOW ELEVATIONS	4B	Unnamed
A203	2ND FLOOR ENLARGED PLAN B	A900	DETAILS	4B.2	Unnamed
A204	3RD FLOOR ENLARGED PLAN A	A901	DETAILS	4C	Unnamed
A205	3RD FLOOR ENLARGED PLAN B	A902	DETAILS	4C.2	Unnamed
A206	4TH FLOOR ENLARGED PLAN A	2A	Unnamed	4D	Unnamed
A207	4TH FLOOR ENLARGED PLAN B	2A.2	Unnamed	4D.2	Unnamed
A208	ROOF / FLOOR ENLARGED PLAN A	2B	Unnamed	4E	Unnamed
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		2D.2	Unnamed	4G.2	Unnamed

SYMBOLS LEGEND

	WALL TYPE INDICATOR		ROOM NAME AND NUMBER
	DOOR INDICATOR		EXTERIOR AND INTERIOR SECTION INDICATOR
	COLUMN LINE INDICATOR		FULL AND PARTIAL SECTION INDICATOR
	PLAN ELEVATION INDICATOR		KEYNOTE INDICATOR
	ENLARGED DETAIL INDICATOR		EQUIPMENT INDICATOR
	DETAIL INDICATOR		COLOR INDICATOR
		DETAIL NAME	
			

VICINITY MAP

215 1ST AVENUE DEVELOPMENT
NEW CONDOMINIUM RESIDENCE ~

215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

PROJECT LOCATION

[illegible]

CHECKED BY: DMC	DRAWN BY: DMC
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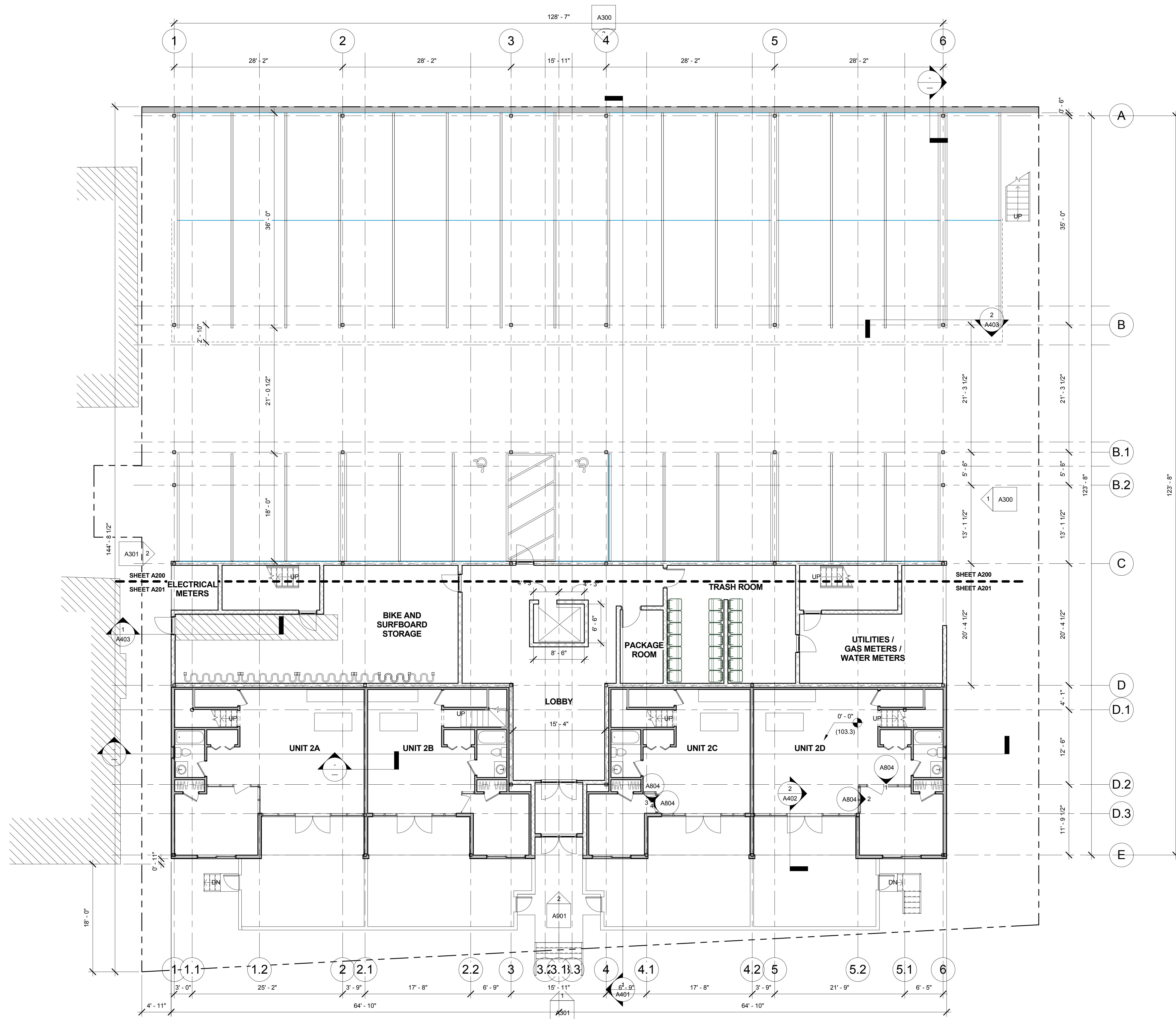
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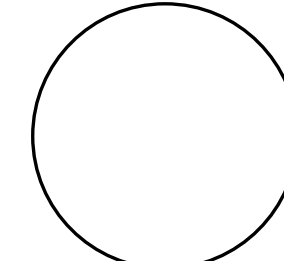
COVER SHEET

TRAINING No.

C100



1 GROUND LEVEL PLAN
1/8" = 1'-0"



SEAL DATE

215 1ST AVENUE DEVELOPMENT
NEW CONDOMINIUM RESIDENCE ~

215 1ST AVE.
ASBURY PARK, NJ 07712

11

PROJECT LOCATION

[illegible]

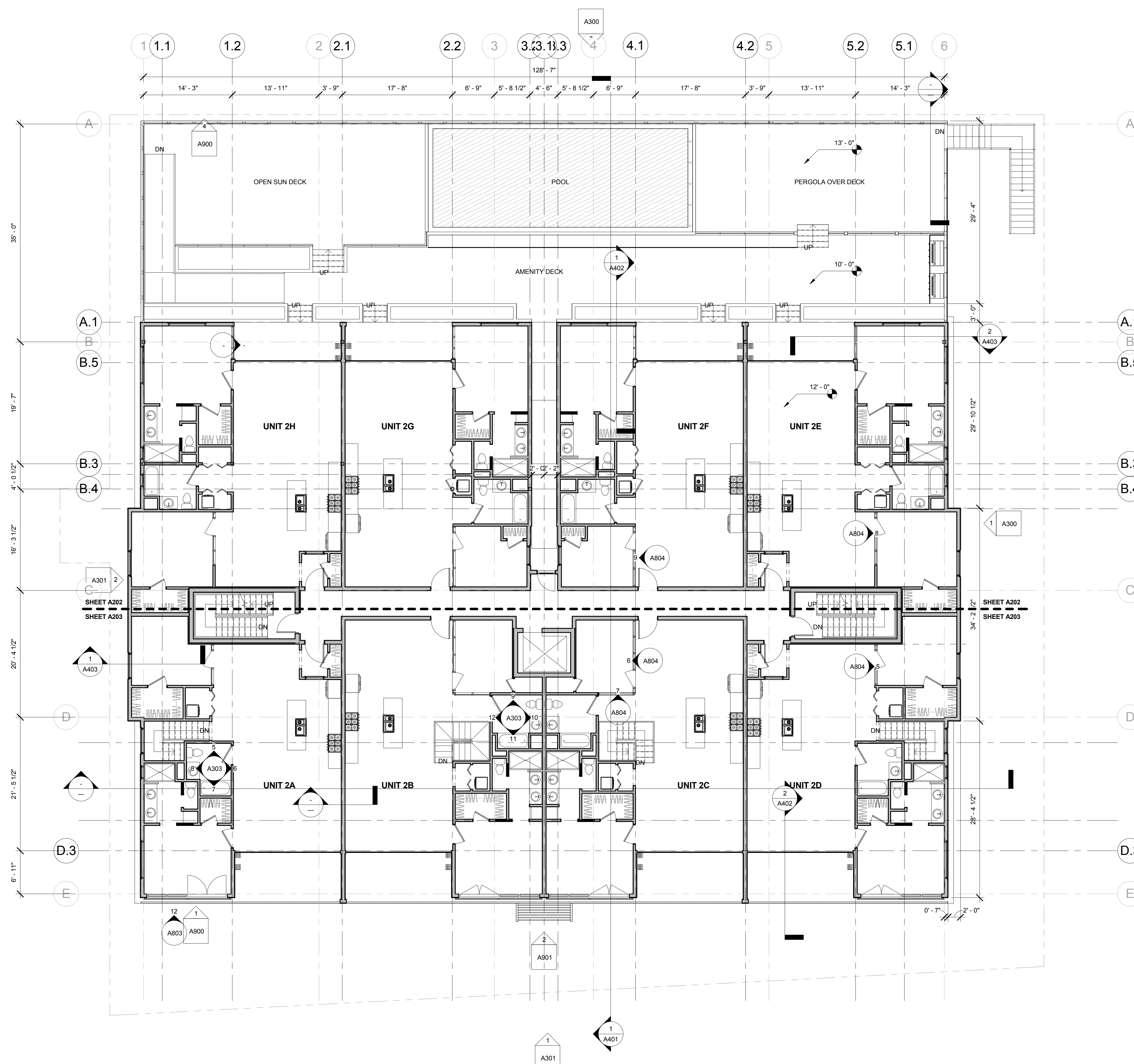
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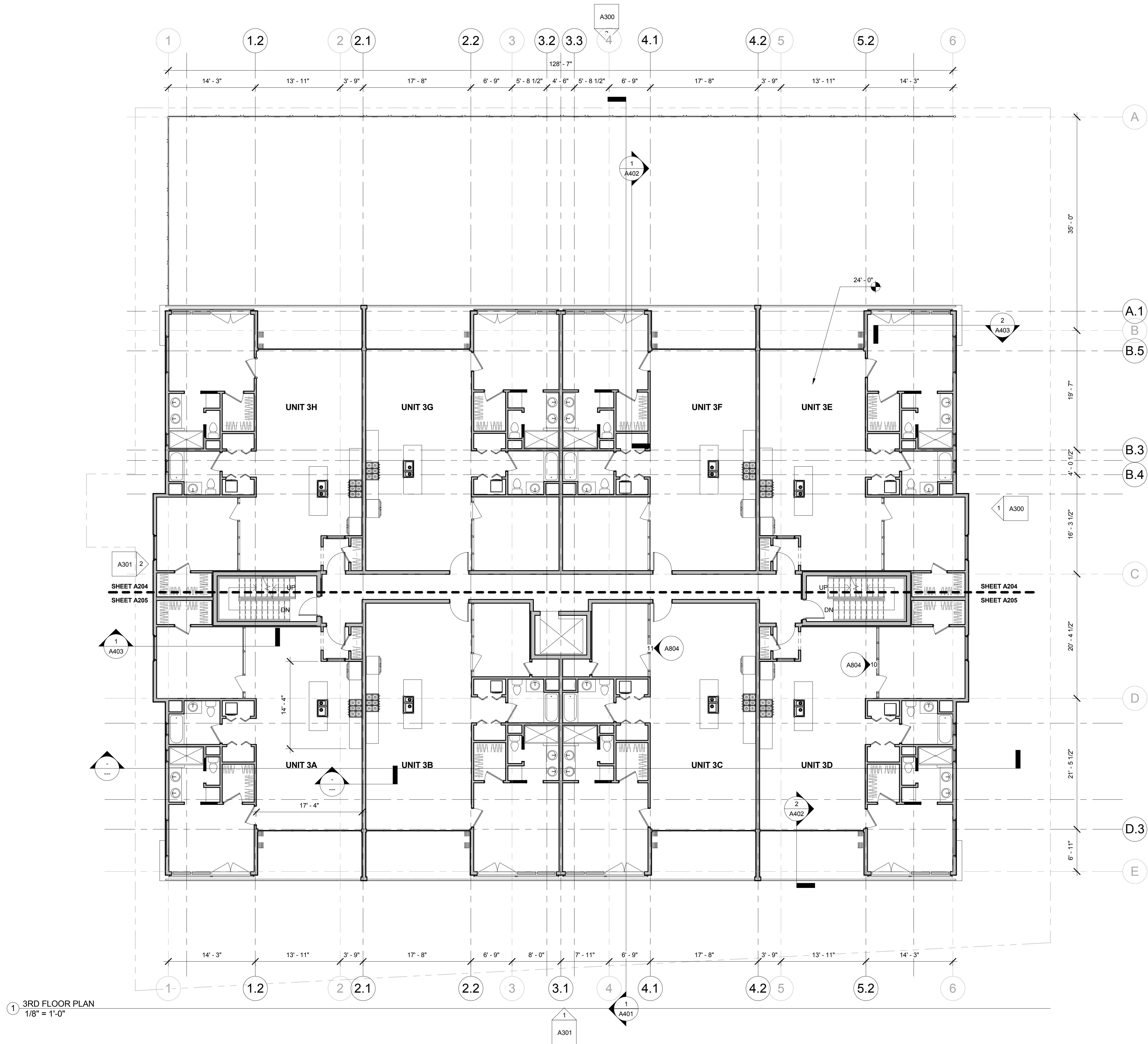
2ND FLOOR PLAN

TOP SECRET

A101



① 2ND FLOOR PLAN
1/8" = 1'-0"

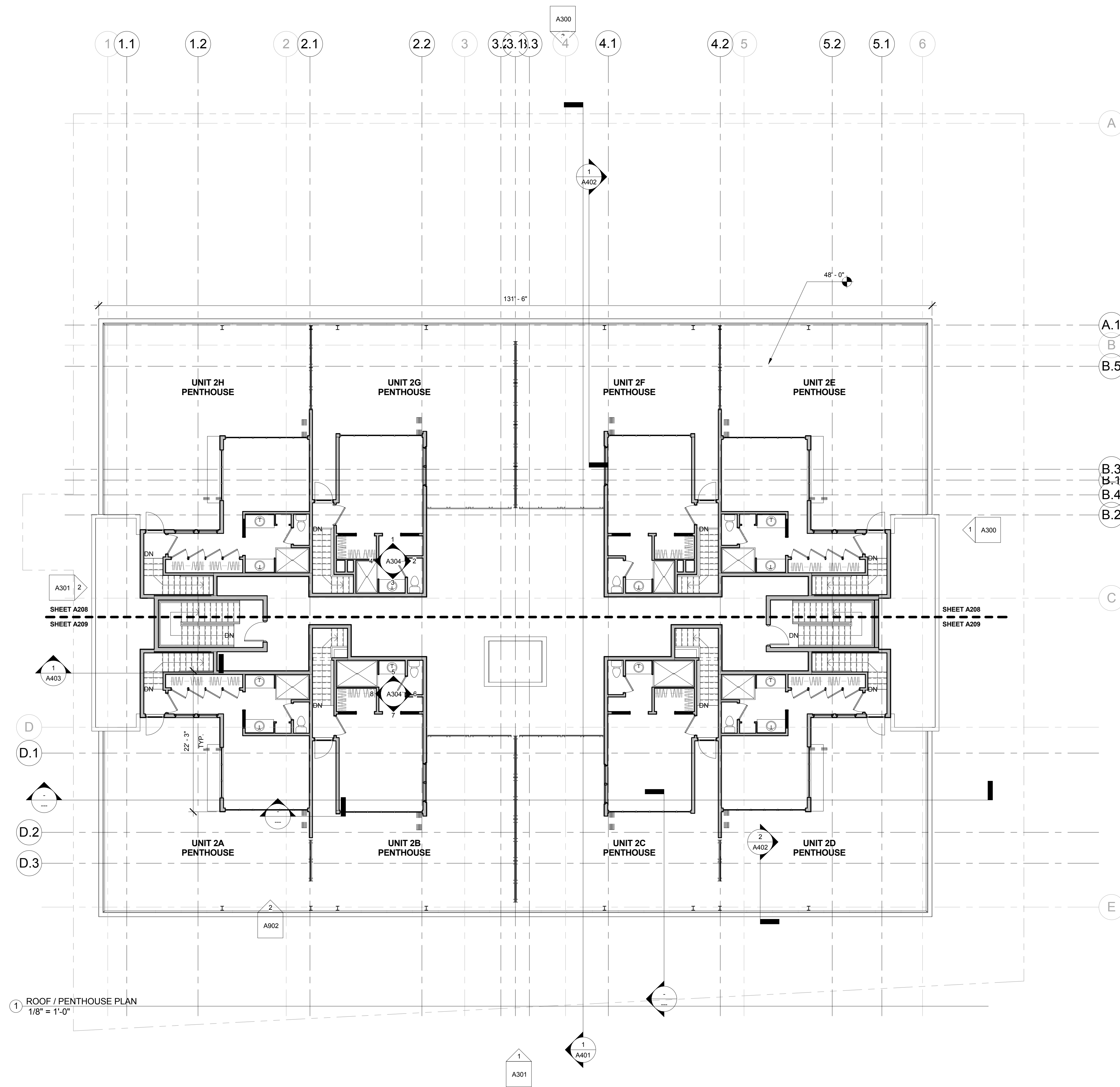


mode
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DANIEL M. CONDATORE, RA
619 LAKE AVE, 3RD FLOOR
ASBURY PARK, NJ
732-800-1958
E: dcondatore@mode-arch.com
NJ LICENSE #21A0798000

ENGINEER
ARCHITECT & ENGINEER
SIGNATURE & SEAL BOX
SIGNATURE
SEAL DATE

215 1ST AVENUE DEVELOPMENT
~ NEW CONDOMINIUM RESIDENCE ~
215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER		PROJECT LOCATION	
No.	REVISIONS / ISSUES	DATE	
	TRC SUBMISSION	11/12/18	



215 1ST AVENUE DEVELOPMENT
NEW CONDOMINIUM RESIDENCE ~
~
215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

PROJECT LOCATION

No.	REVISIONS / ISSUES	DATE
	TRC SUBMISSION	11/12/18
CHECKED BY: DMC		DRAWN BY: DMC

DRAWING TITLE:

ROOF PLAN

DRAWING No. _____

A105

mode

Monmouth Ocean Design Experts

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ASBURY PARK, NJ

732-800-1958

E: dcondatore@mode-arch.com

NJ LICENSE #21A0798000

ENGINEER

ARCHITECT & ENGINEER

SIGNATURE & SEAL BOX

SIGNATURE

SEAL DATE

215 1ST AVENUE DEVELOPMENT
NEW CONDOMINIUM RESIDENCE215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

PROJECT
LOCATION

No.	REVISIONS / ISSUES	DATE
	TRC SUBMISSION	11/12/18

CHECKED BY: DMC DRAWN BY: DMC

SCALE:

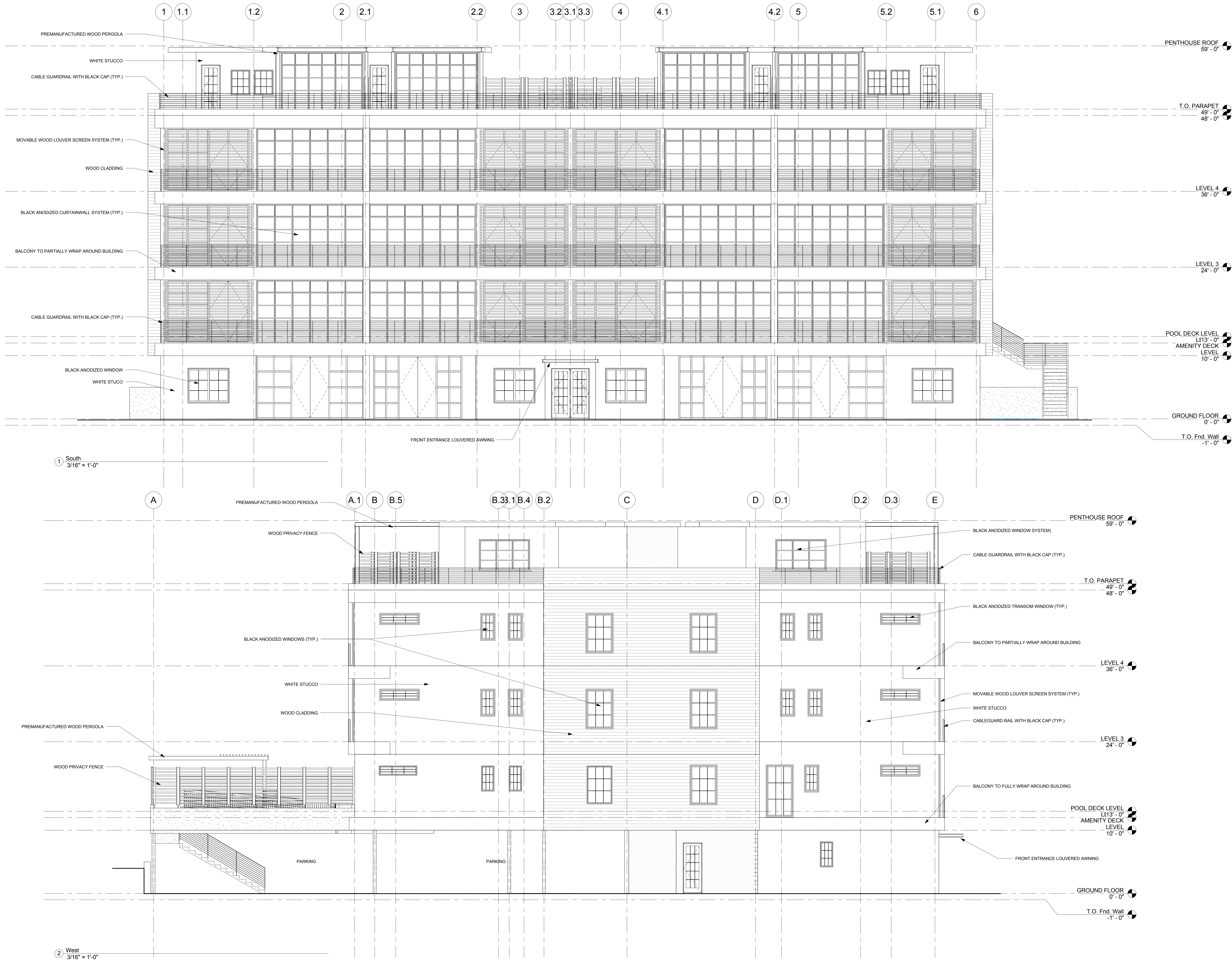
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BUILDING
ELEVATIONS

DRAWING NO:

A300





mode
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NJ LICENSE #21A0798000

ENGINEER
ARCHITECT & ENGINEER
SIGNATURE & SEAL BOX
SIGNATURE
SEAL DATE

215 1ST AVENUE DEVELOPMENT
NEW CONDOMINIUM RESIDENCE
215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER		PROJECT LOCATION	
No.	REVISIONS / ISSUES	DATE	
	TRC SUBMISSION	11/12/18	
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mode

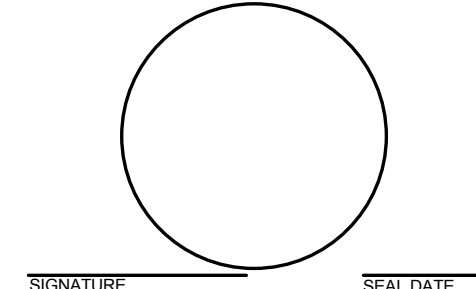
Monmouth Ocean Design Experts

DANIEL M. CONDATORE, RA
619 LAKE AVE, 3RD FLOOR
ASBURY PARK, NJ
732-800-1958
E: dcondatore@mode-arch.com
NJ LICENSE #21A0798000

ENGINEER

ARCHITECT & ENGINEER

SIGNATURE & SEAL BOX



SIGNATURE

SEAL DATE

215 1ST AVENUE DEVELOPMENT
~ NEW CONDOMINIUM RESIDENCE ~

215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

PROJECT
LOCATION

No.	REVISIONS / ISSUES	DATE
	TRC SUBMISSION	11/12/18

CHECKED BY: DMC DRAWN BY: DMC

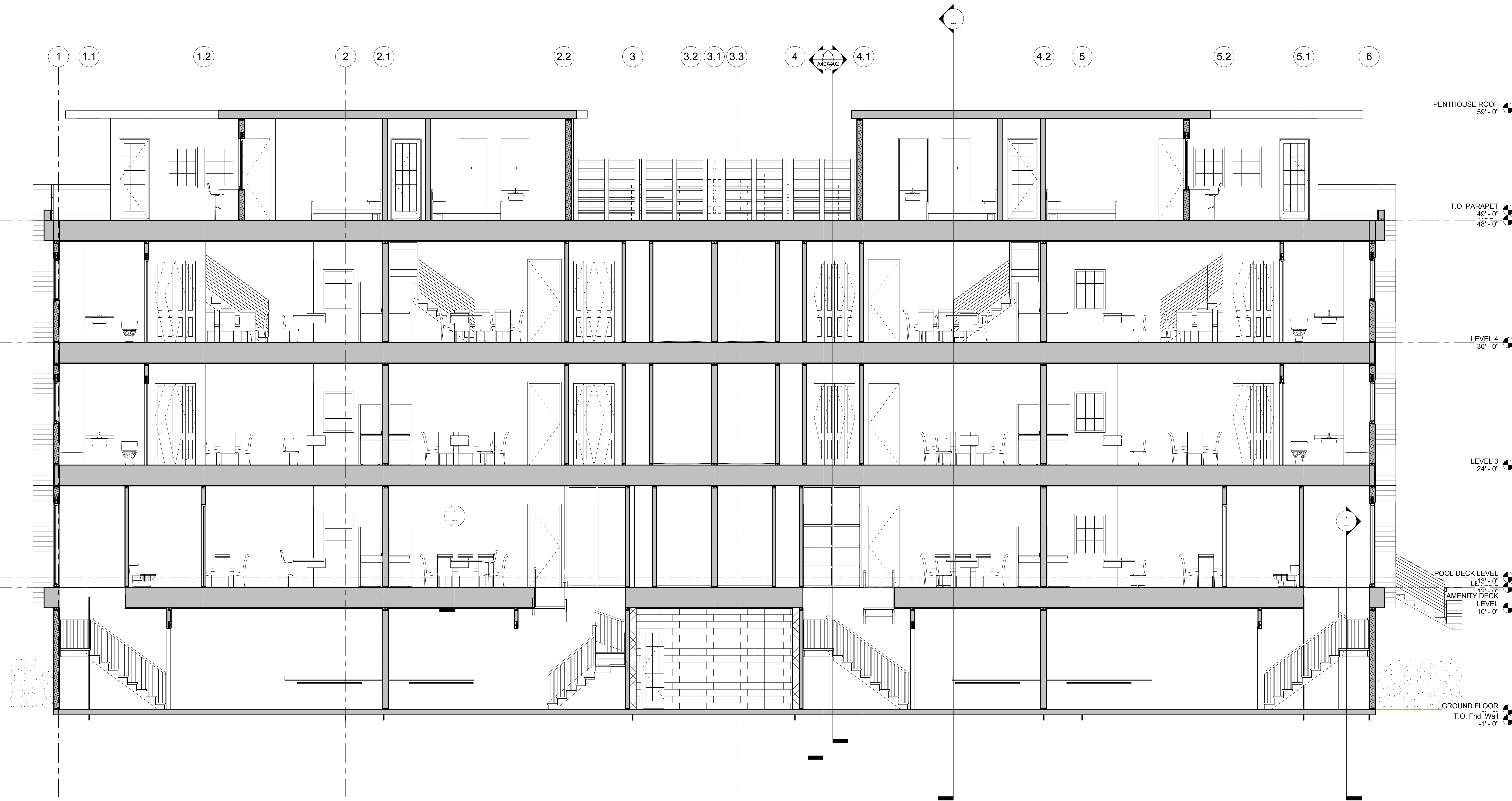
SCALE:

DRAWING TITLE:

BUILDING
SECTIONS

DRAWING NO:

A400



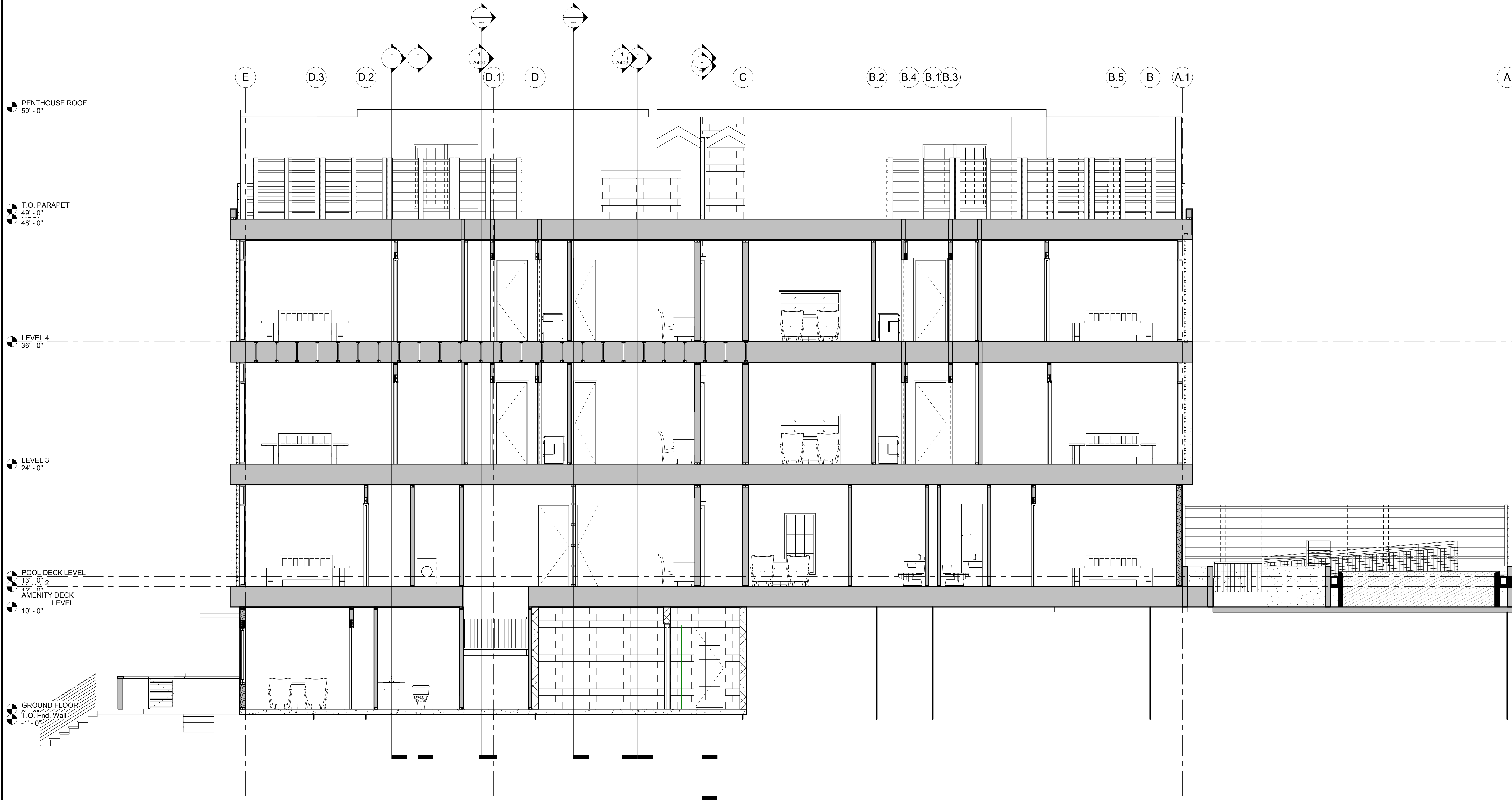
1 EAST WEST SECTION
1/4" = 1'-0"

mode
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ENGINEER	SIGNATURE & SEAL BOX
ARCHITECT & ENGINEER	
SIGNATURE	SEAL DATE

215 1ST AVENUE DEVELOPMENT
~ NEW CONDOMINIUM RESIDENCE ~
215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER		PROJECT LOCATION	
No.	REVISIONS / ISSUES	DATE	
	TRC SUBMISSION	11/12/18	
CHECKED BY: DMC		DRAWN BY: DMC	
SCALE:			
DRAWING TITLE:			
BUILDING SECTIONS			
DRAWING NO:			
A401			



1 Section 16
1/4" = 1'-0"



RESOLUTION NO. 2019-257

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK REFERRING PROPOSED AMENDMENT TO THE SCATTERED SITE REDEVELOPMENT PROGRAM 1A REDEVELOPMENT PLAN TO THE CITY OF ASBURY PARK PLANNING BOARD, AND DIRECTING THE PLANNING BOARD TO TAKE CERTAIN ACTIONS PURSUANT TO N.J.S.A. 40A:12A-7(E).

Whereas, the City of Asbury Park, in the County of Monmouth, New Jersey (the “City”), adopted the Scattered Site Redevelopment Program 1A Redevelopment Plan (the “Plan”) pursuant to the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.*, in 2003, and thereafter amended the Plan in 2004, 2010 and 2017, which actions have impacted various sites within the City; and

Whereas, the property located at Block 3202, Lot 9, known as 405 Sewall Avenue (the “Property”), is a site covered by the Plan; and

Whereas, the Plan prescribes the permissible uses for sites covered by the Plan, including the Property; and

Whereas, the owner of the Property has petitioned the Mayor and City Council with a desire to remove the Property from the Plan in order to allow the Property to be used as an accessory parking lot to service the building which is situated adjacent to (and immediately to the west of) the Property, which adjacent parcel is located at 407-409 Sewall Avenue (Block 3202, Lot 10) and which is also owned by the same property owner; and

Whereas, use of the Property as an accessory parking lot is not permissible under the Plan as currently drafted; and

Whereas, a copy of the proposed amendment to the Redevelopment Plan in order to remove the Property from the Plan is attached hereto to as Exhibit A (the “Proposed Amendment”); and

Whereas, the Mayor and City Council have reviewed the Proposed Amendment and desire to forward the Proposed Amendment to the Planning Board for review pursuant to N.J.S.A. 40A:12A-7(e).

Now Therefore, Be It Resolved by the Mayor and Council of the City of Asbury Park as follows:

1. That the Mayor and Council hereby refer the Proposed Amendment to the Planning Board for review and recommendation in accordance with the requirements of N.J.S.A. 40A:12A-7(e).
2. That the Mayor and Council desire that the Planning Board undertake a review of this matter and determine if the amendment conforms with the goals and objectives of the City's Master Plan.
3. That the Planning Board is authorized and directed to prepare a report of its recommendations (the "Planning Board Report") to the Proposed Amendment to the Plan no later than forty-five (45) days of the date hereof.
4. That the Planning Board Report shall identify any provisions within the Proposed Amendment to the Plan that are inconsistent with the City's Master Plan, the recommendations concerning those inconsistencies and any other matters the Planning Board deems appropriate.
5. That if the Planning Board Report is not transmitted to the Mayor and Council within forty-five (45) days of the date hereof, the Mayor and Council shall be relieved of the requirement to obtain a Planning Board Report for the Proposed Amendment to the Plan in accordance with N.J.S.A. 40A:12A-7(e).
6. That the Clerk of the City shall forward a copy of this Resolution and the Proposed Amendment to the Planning Board for review pursuant to N.J.S.A. 40A:12A-7(e).
7. That this resolution shall take effect immediately.
8. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Michael N. Capabianco City Manager;
 - b. Planning Board Secretary
 - c. Michele Alonso, Director of Planning and Redevelopment; and
 - d. Frederick C. Raffetto, Esq., City Attorney.

I, MELODY HARTSGROVE, Deputy 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. 2019-257 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 11th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

APPENDIX E
SCATTERED SITE REDEVELOPMENT PROGRAM – PHASE 1A
REDEVELOPMENT PLAN SUMMARY TABLE

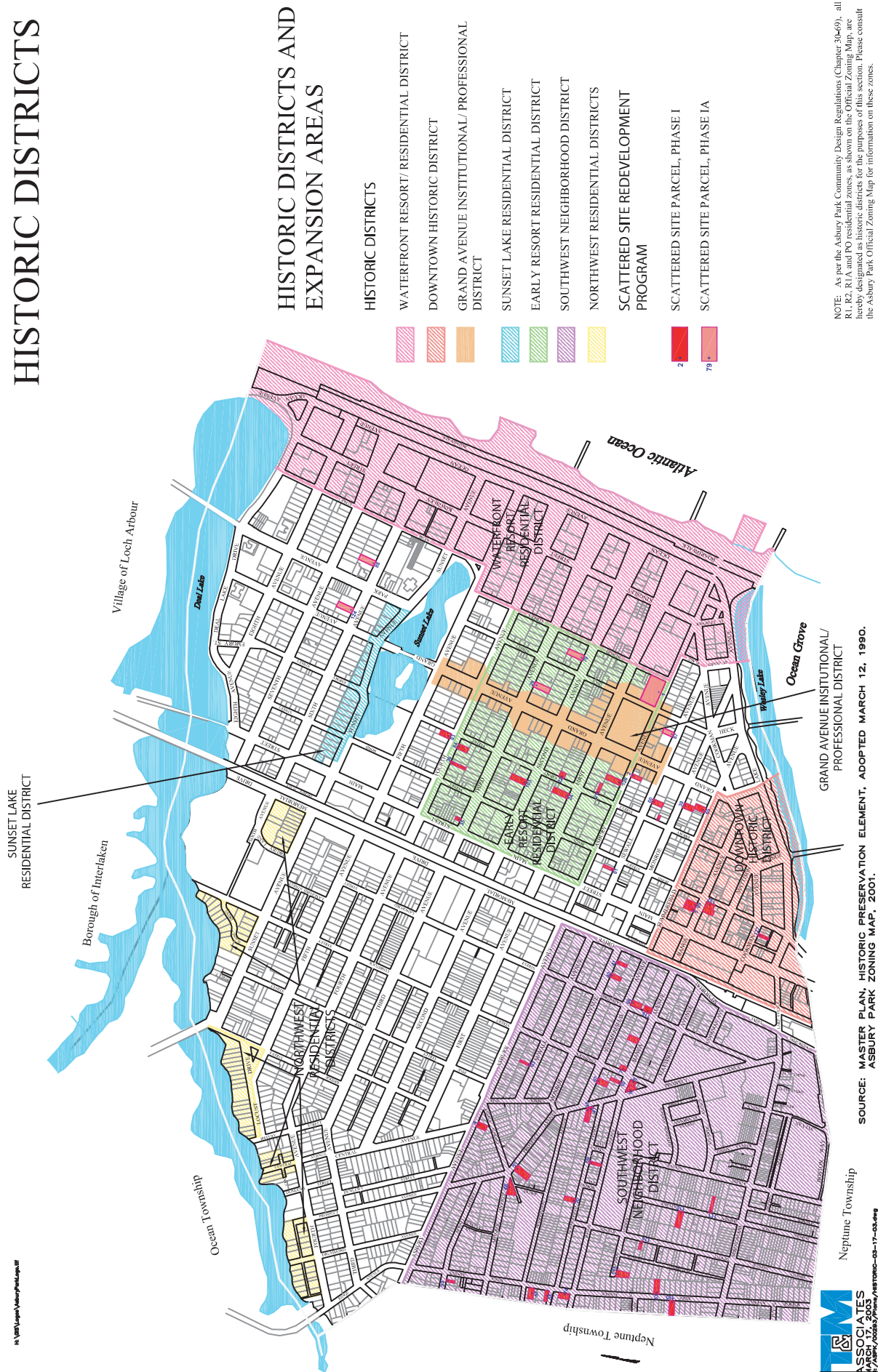
REDEVELOPMENT PLAN SUMMARY

ID#	Address	Block	Lot	Existing Zoning	Proposed Land Use	Building Requirements	Affordable / Market Rate	Type of Development	Recommended Acquisition Schedule and Property Disposition
1	309 Asbury Avenue (a.k.a. Metropolitan Hotel)	147	1	PO	(1) Hotel & Extended Stay Hotel	(2) As per Redevelopment Plan for site	NA		Rehab and Redevelop Property is to be acquired and conveyed to a redeveloper to rehabilitate and redevelop in accordance with redevelopment plan.
28	408 Third Avenue	164	11	R1	SFR and Accessory Unit	R1	Market	Rehab	Property is to be acquired and conveyed to a redeveloper to redevelop in accordance with redevelopment plan.
79	305 Second Avenue	163	3	R1	SFR and Accessory Unit	R1	Market	Rehab	Property is to be acquired and conveyed to a redeveloper to redevelop in accordance with redevelopment plan.
87	405 Sewall Avenue	141	3	PO	2FR	R1	Market	Rehab	Property is to be acquired and conveyed to a redeveloper to rehabilitate in accordance with redevelopment plan.
88	315 Sixth Avenue	205	7	R2	Surface Parking Lot or SFR	As per City Parking Lot Standards	NA	Redevelop	Property is to be acquired and conveyed to a redeveloper to redevelop in accordance with redevelopment plan.
124	409 Sixth Avenue	204	3	R1	R1	R1	Market	Rehab	Property is to be acquired and conveyed to a redeveloper to redevelop in accordance with redevelopment plan.

Prepared by: T&M Associates – October 10, 2003 Page 1 of 2 H:\ASPK\00293\Calculations & Reports\RedevelopmentSummaryTable_Phase1A_OCTOBER.doc

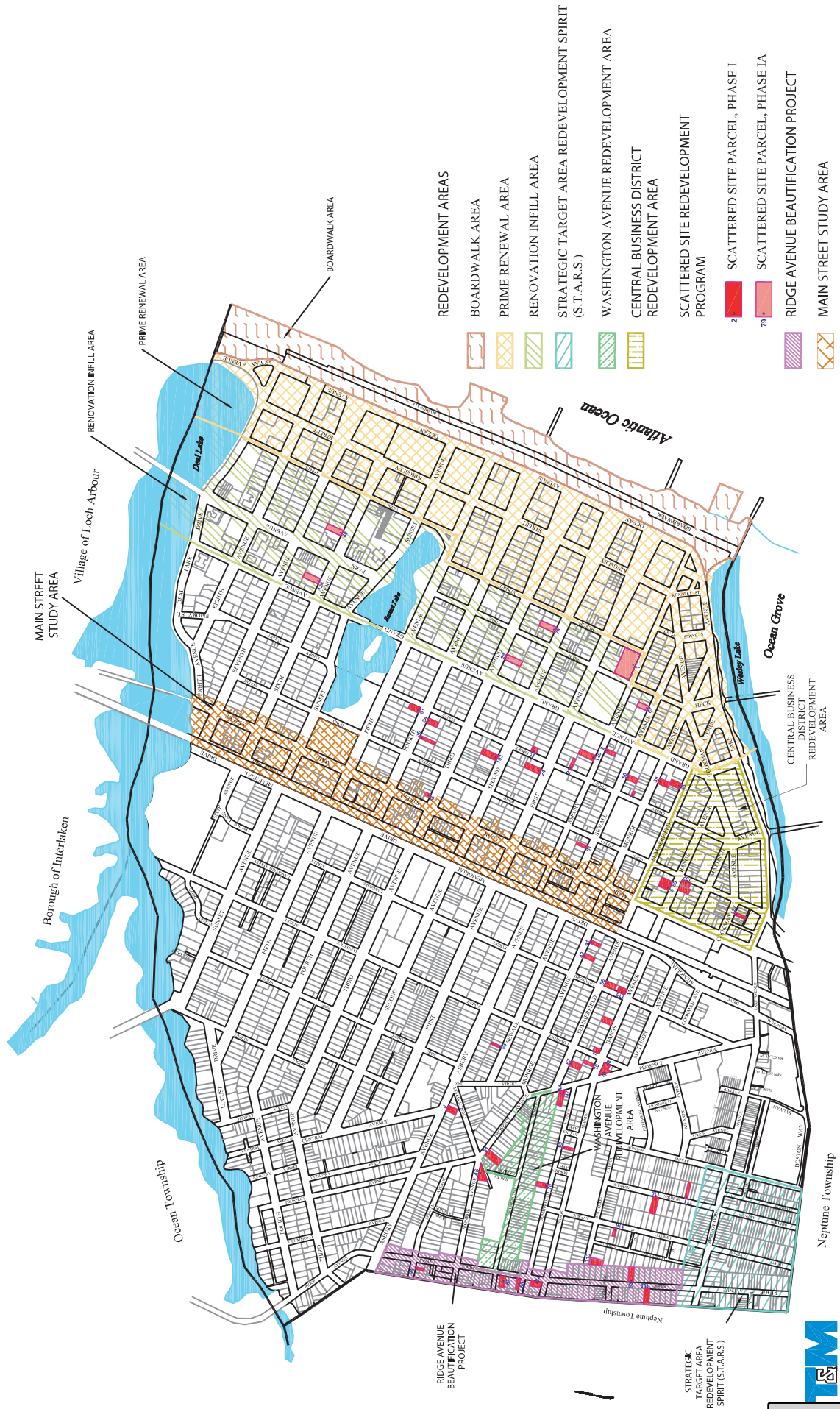
Attachment: Amended chart (2019-257 : Referring Proposed Amendment to the Scattered Site

CITY OF ASBURY PARK HISTORIC DISTRICTS



405 Sewall shall be removed from map as a pink shaded area under "Scattered Site Parcel Phase1A"

CITY OF ASBURY PARK REDEVELOPMENT AND BEAUTIFICATION PROJECTS



CITY OF ASBURY PARK ZONING DISTRICTS

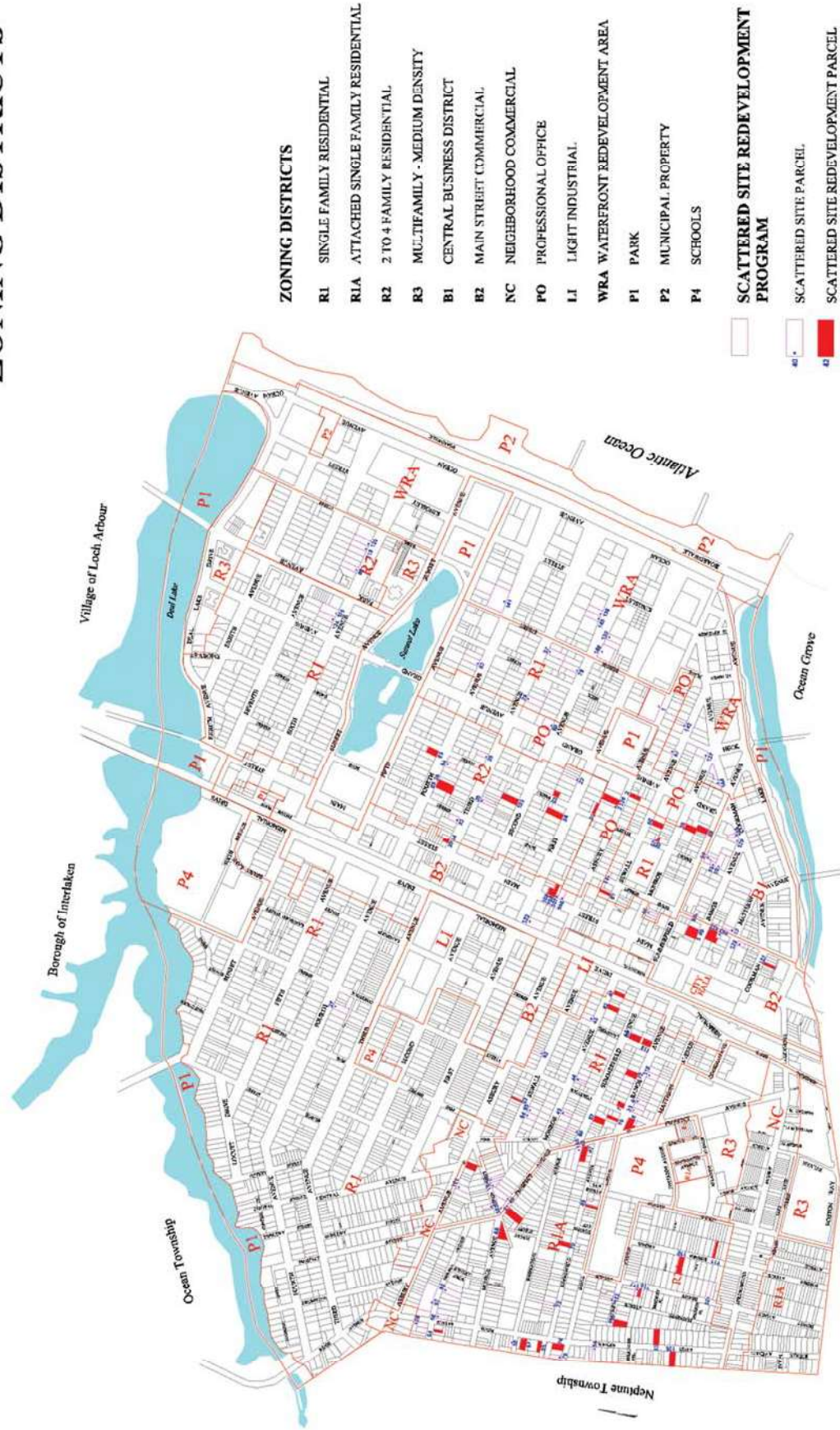


Exhibit A



RESOLUTION NO. 2019-258

**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 SUBSEQUENT DEVELOPER AGREEMENT WITH REGIONAL DEVELOPMENT GROUP, LLC FOR THE DEVELOPMENT OF PROPERTY LOCATED AT BLOCK 3901, LOT 11 (215 FIRST 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 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 the same may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk); and

Whereas, the City Council on June 14, 2018 amended the Waterfront Redevelopment Plan and the Redeveloper Agreement to permit development on lots of 15,000 square feet or more and permit an Entity other than the Master Developer to enter into a subsequent redeveloper’s agreement with the City; and

Whereas, the City, the Master Developer, and Regional Development Group, LLC, with

offices at 701 Route 70 E, Building I, Marlton, NJ 08053,(the “**Entity**”) desire to enter into a Subsequent Developer Agreement to set forth the obligations of both the City and the Entity with respect to the Project; and

Whereas, pursuant to the Redeveloper Agreement and the Redevelopment Plan, the Entity intends to develop approximately 24 residential condominium units (the “**Units**”) in accordance with a presentation (Exhibit A) to the municipal council on December 27, 2018 acting as Redevelopment Agency of the proposed development (the “**Project**”) on property identified as Block 3901, Lot 11 on the tax maps of the City and located in the Redevelopment Area (the “**Project Site**”); and

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

Whereas, the governing body desires to designate Regional Development Group LLC as developer and enter into the Subsequent Developer Agreement attached as Exhibit B with the Entity for the development of 24 residential units as depicted in Exhibit A; and

Now, Therefore, Be It Resolved by the Municipal Council of the City of Asbury Park, The City of Asbury Park designates Regional Development Group LLC as a subsequent developer and shall enter into a Subsequent Redeveloper Agreement with Regional Development Group, LLC (Exhibit B) for the development of 215 First Avenue, Block 3901, Lot 11 as shown on the tax maps of the City of Asbury Park for the development of 24 residential units.

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

Section 2. **Approval of the Agreement.** The Subsequent Developer Agreement in substantially the form attached hereto as Exhibit B is hereby approved.

Section 3. **Execution of the Agreement.** The Mayor of the City of Asbury Park, in the County of Monmouth (the "Mayor" and together with the City Manager and Chief Financial Officer of the City, an "Authorized Officer") is hereby authorized and directed, upon the receipt from the Master Developer and the Entity of executed counterparts, and upon satisfaction of all the legal conditions precedent to the execution and delivery by the City of the Subsequent Developer Agreement as determined by the Authorized Officers in consultation with counsel to the City, to execute the Agreement in the form attached hereto as Exhibit B and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City and redevelopment counsel to the City, deems in the Mayor’s sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor’s consent to any such changes thereto.

Section 4. **Attestation and Sealing of the Agreement.** The Clerk of the City is hereby authorized and directed, upon the execution of the Subsequent Developer Agreement in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon affix the corporate seal of the City upon such document.

Section 5. **Implementation of the Agreement.** Upon the execution and attestation and placing of the seal on the 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 Agreement.

Section 6. **Payment of Outstanding Costs.** This Resolution shall be effective immediately upon execution, subject to the condition of Subsequent Developer's full payment of any outstanding costs related to the review of the Project and the negotiation and preparation of the Subsequent Developer 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.

Section 7. That a certified copy of this Resolution shall be provided to each of the following:

- a. Michael N. Capabianco City Manager;
- b. Michele Alonso, Director of Planning and Redevelopment
- c. Kevin Kennedy, Esq. Attorney for Regional Development Group, LLC
- d. Frederick C. Raffetto, Esq., City Attorney

I, MELODY HARTSGROVE, Deputy 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. 2019-258 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 11th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions (“Declaration”), is made this _____ day of _____, 2019, by Regional Development Group, LLC, having its office at 701 Route 70E, Building I, Marlton, NJ 08053 (the “Entity”)

FOR THE BENEFIT OF

The City of Asbury Park, a municipal corporation of the State of New Jersey with offices at 1 Municipal Plaza, Asbury Park, New Jersey, 07712 (the “City”) acting in the capacity of a redevelopment agency for the City of Asbury Park, New Jersey; and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder.

WITNESSETH:

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

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

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

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

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

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

WHEREAS, the Entity is the owner of property identified as Block 3901, Lot 11 on the tax maps of the City and located at 215 First Avenue in the Redevelopment Area (the “**Project Site**”) and intends to redevelop the Project Site with twenty-four (24) residential condominium units (the “**Project**”); and

WHEREAS, the City, the Master Developer, and the Entity have entered into that certain Subsequent Developer Agreement (the “**Subsequent Developer Agreement**”) which memorializes the terms and conditions by which the Entity will implement and carry out the Project; and

WHEREAS, pursuant to the Subsequent Developer Agreement, the Entity agreed to certain covenants governing the Entity’s (i) use of the land on which the Project will be constructed (the “**Project Site**”) (ii) construction of the Project and (iii) indemnification of the City and its officers, agents, employees, contractors, and consultants (hereinafter the “**Indemnified Parties**”); and

WHEREAS, the Subsequent Developer Agreement requires that such Covenants be memorialized in a Declaration of Covenants, and Restrictions and that said declaration be recorded against the Hotel Site by the Entity in the office of the Monmouth County Register,

NOW, THEREFORE, the Entity declares that the Project and the Project Site as defined above and such additions thereto as may hereinafter be made in accordance herewith, is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions, charges, and obligations hereinafter set forth in this Declaration:

Section 1. General. The foregoing whereas clauses are hereby incorporated in this section 1 as if fully set forth at length.

Section 2. Definitions. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Subsequent Developer Agreement, a fully executed copy of which shall be on file in City Hall.

Section 3. The Entity's Covenants. In accordance with the terms of the Subsequent Developer Agreement, the Entity expressly covenants and agrees as follows:

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

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

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

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

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

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

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under the Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under the Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of the Subsequent Developer Agreement.

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

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

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

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

(l) **Opportunities for Local Residents during Construction.** The Entity shall make a good faith effort, as same is defined in the Subsequent Developer Agreement, to encourage twenty (20) percent local resident participation in the construction of the Project.

(m) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make good faith efforts, as same are defined in the Subsequent Developer Agreement, to encourage women and minority participation in the construction of the Project.

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

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

(p) The Entity shall indemnify the City as set forth in Section 9.11 of the Subsequent Developer Agreement.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

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

shall survive the termination of the Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final Unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

(s) The Entity shall ensure that any agreements with its lessees or assigns shall reflect the covenants set forth herein.

Section 4. The Encumbered Lands. The lands and premises (together with the improvements to be constructed thereon) which are intended to be encumbered by this Declaration consist of the Project Site which consists of Block 3901, Lot 11 on the tax maps of the City, and as more particularly described in the metes and bounds description attached hereto as Exhibit A [*to provide legal description*].

Section 5. Effect and Duration of Covenants. The Entity hereby acknowledges that this Declaration shall be recorded, imposing on the Project Site the covenants provided in this Declaration, provided, however, that such covenants shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or

such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project or any part thereof. The covenants provided herein shall run with the land and shall cease and terminate when a Certificate of Completion for such improvements has been issued, except that the covenants set forth in Section 3(q) and Section 3(r) shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

Section 6. Indemnity. The Entity shall comply with the provisions set forth in Section 9.11 of the Subsequent Developer Agreement entitled INDEMNIFICATION. The Indemnity shall survive the termination of the Subsequent Developer Agreement and shall run with the land, provided, however, that the Indemnity shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project Improvements or any part thereof.

Section 7. Binding Effect and Enforcement. This Declaration shall inure to the benefit of the City, its legal and personal representatives, successors and assigns, and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder. This Declaration and the covenants and restrictions imposed upon the Project Site hereunder shall be enforceable by the City, and such other persons and parties entitled to enforce the provisions of the Subsequent Developer Agreement against the Entity.

EXECUTION COPY

(remainder of page is intentionally blank)

Attachment: Exhibit 1- Declaration of Covenants and Restrictions (259644-2x9DC53) (2019-258 : Subsequent Developer Agreement Regional

EXECUTION COPY

(Signature page to Declaration of Covenants and Restrictions)

Regional Development Group, LLC

By: _____
 , Managing Member

STATE OF NEW JERSEY :
 :ss:
 COUNTY OF _____:

BE IT REMEMBERED, that on this ___ day of _____, 2019 before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6 to take acknowledgments for use in the State of New Jersey, personally appeared _____, who acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is the managing member of . Regional Development Group, LLC, the New Jersey limited liability company named in the within instrument and is authorized to sign the within instrument on behalf of the limited liability company; and (b) as such member or manager, signed, sealed and delivered this instrument as the voluntary act and deed of the limited liability company, made by virtue of authority from all of its members.

 Notary Public

Exhibit A

(Legal Description)

215 FIRST AVE - Bond Sales Pricing							
Description	Specs		Square Feet		Bond Sales Pricing		Notes
	Beds	Baths	Indoor	Terrace/Deck	Price PSF	Sale Price	
Unit 2A	3	3	2,000	240	\$300	\$599,370	Front corner duplex unit
Unit 2B	3	3	1,840	240	\$323	\$593,970	Front inner duplex unit
Unit 2C	3	3	1,842	240	\$322	\$593,970	Front inner duplex unit
Unit 2D	3	3	1,993	240	\$301	\$599,370	Front corner duplex unit
Unit 2E	2	2	1,295	225	\$320	\$413,970	
Unit 2F	2	2	1,090	225	\$330	\$359,970	
Unit 2G	2	2	1,092	225	\$330	\$359,970	
Unit 2H	2	2	1,300	225	\$318	\$413,970	
Unit 3A	2	2	1,226	120	\$377	\$461,970	
Unit 3B	1.5	2	1,250	120	\$365	\$455,970	
Unit 3C	1.5	2	1,251	120	\$364	\$455,970	
Unit 3D	2	2	1,222	120	\$378	\$461,970	
Unit 3E	2	2	1,295	120	\$354	\$458,970	
Unit 3F	1.5	2	1,246	120	\$349	\$434,970	
Unit 3G	1.5	2	1,250	120	\$348	\$434,970	
Unit 3H	2	2	1,302	120	\$353	\$458,970	
Unit PHA	3	3	1,624	120	\$471	\$764,970	Front corner penthouse unit
Unit PHB	2.5	3	1,650	120	\$460	\$758,970	Front inner penthouse unit
Unit PHC	2.5	3	1,651	120	\$460	\$758,970	Front inner penthouse unit
Unit PHD	3	3	1,622	120	\$473	\$767,970	Front corner penthouse unit
Unit PHE	3	3	1,695	120	\$450	\$761,970	Rear corner penthouse unit
Unit PHF	2.5	3	1,646	120	\$450	\$740,970	Rear inner penthouse unit
Unit PHG	2.5	3	1,649	120	\$449	\$740,970	Rear inner penthouse unit
Unit PHH	3	3	1,704	120	\$447	\$761,970	Rear corner penthouse unit
Common Area	N/A	N/A	6,150	4,200	N/A	N/A	Includes lobby, corridors, amenities, garage, etc.
TOTAL			41,885	7,980	\$381	\$13,615,080	

SUBSEQUENT DEVELOPER AGREEMENT
BY AND BETWEEN
THE CITY OF ASBURY PARK, AS REDEVELOPMENT ENTITY,
ASBURY PARTNERS, LLC, AS MASTER DEVELOPER
AND
REGIONAL DEVELOPMENT GROUP, LLC, AS SUBSEQUENT DEVELOPER
Dated: _____, 2019

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SUBSEQUENT DEVELOPER AGREEMENT

THIS SUBSEQUENT DEVELOPER AGREEMENT made this _____ day of _____ by and between

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

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

AND

REGIONAL DEVELOPMENT GROUP, LLC with principal offices located at 701 Route 70 E, Building I, Marlton, NJ 08053 (including, where applicable, its relevant urban renewal entity affiliate formed pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*, the “**Entity**”) (each, a “Party” and collectively, the “**Parties**”).

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Entity has submitted to the Master Developer and the City a subsequent developer application (the “**Application**”), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to develop twenty-four (24) residential condominium units (the “**Units**”) in accordance with the approval by the City’s Planning Board to be obtained (the “**Project**”) on property identified as Block 3901, Lot 11 on the tax maps of the City and located at 215 First Avenue in the Redevelopment Area (the “**Project Site**”) and in accordance with all Governmental Approvals (as defined herein); and

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

“Commencement of Construction” and “Commence Construction” shall mean any activity associated with construction of the Project on the Project Site.

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

“Declaration of Covenants and Restrictions” shall mean a written instrument to be executed by the Entity and recorded in the office of the Monmouth County Clerk, in the form annexed hereto as Exhibit 1, intended to encumber the Project Site and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Entity and its successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project Site and the Project as set forth in Sections 3.02(a), (b), (l), (m), and (n) of this Subsequent Developer Agreement.

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

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

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

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

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

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

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

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

“Governmental Approvals” shall mean all government permits, licenses, consents and approvals necessary for the development, construction, lease, sale, occupancy or completion of the

Project, or any part thereof, issued by or on behalf of any government and issued in reliance on the Applications for Government Approvals and including approvals from any utility supplier.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” shall mean the State of New Jersey.

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

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

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

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

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

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

ARTICLE 1A DESIGNATION AS SUBSEQUENT DEVELOPER

1A.01 Designation of Subsequent Developer. On the Effective Date of this Subsequent Developer Agreement, the Entity shall be hereby designated as a Subsequent Developer pursuant to the terms and conditions of the Redevelopment Plan, as amended, the Master Developer Agreement, as amended, and this Subsequent Developer Agreement. This designation shall terminate upon the first of the following the occur: (i) the Outside Approvals Date, without any further action of any Party hereto, (but only if all conditions subsequent set forth in Section 6.01 hereof are not satisfied on or before such date); (ii) upon the issuance of a Certificate of Completion as set forth in Section 4.07; (iii) upon mutual termination by the Parties; or (iv) or upon an Event of Default, pursuant to the terms in Article 6.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

2.02 Representations and Warranties of the Master Developer

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

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

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

(d) To the best of the Master Developer's knowledge and belief, after diligent inquiry, the Master Developer's execution and delivery of this Subsequent Developer Agreement will not constitute a violation of (i) the "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, as amended by the First Amendment to the "Amended and Restated Redeveloper and Land Disposition Agreement," approved by the City Council on June 13, 2019, and effective August 1, 2018; (ii) the Subsequent Developer Agreement Among the City of Asbury Park, Madison Asbury Retail, LLC, and Asbury Partner, LLC, dated June 1, 2010; (iii) the ordinance finally adopted by the City on February 13, 2013 and entitled "AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF," (the "**Original Infrastructure Ordinance**"), as amended on June 13, 2018 by Ordinance No. 2018-20 (the "**Infrastructure Ordinance**"); and (iv) the Infrastructure Component Report last adopted by the City by resolution on June 13, 2018.

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

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

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

(c) To the best of the Entity's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Entity pursuant to this Subsequent Developer Agreement; or (ii) is likely to result in a material adverse change in the Entity's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Subsequent Developer Agreement.

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

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

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

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

ARTICLE 3 COVENANTS AND RESTRICTIONS

3.01 Covenants and Restrictions of the City.

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

(b) The City covenants to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Subsequent Developer Agreement, and to execute any documents required to obtain such approvals and otherwise to cooperate with the Entity with respect to the Governmental Approvals.

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

3.02 Covenants and Restrictions of the Master Developer

(a) Master Developer covenants that it will assist with and participate in a coordinated defense with the City in the event of litigation related to the validity of this Subsequent Developer Agreement.

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

3.03 Covenants and Restrictions of the Entity.

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

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

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

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

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

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

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under this Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under this Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of this Subsequent Developer Agreement.

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

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

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

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

(l) **Opportunities for Local Residents during Construction.** The Entity shall make a good faith effort to encourage twenty (20) percent local resident participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:

- i. Hold a pre-qualification information session (the “**Workforce Information Session**”), in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage local contractors/subcontractors to bid on the Project.
- ii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage local residents, in the construction of the Project.
- iii. As part of the Workforce Information Session, notify contractors, subcontractors and any then known prospective tenants/operators of the Project of the Workforce Information Session; provide information (to the extent known) to attendees of potential short term and long term positions with respect to the Project; collect resumes and expressions of interest in employment from those who attend; and make those resumes and expressions of interest in employment available to the contractors, subcontractors and any then known prospective tenants/operators of the Project.
- iv. Establish two (2) paid internships annually during the term of this Agreement in the fields of property management, real estate development, and/or construction management with the Entity, an affiliate of the Entity, the general contractor for the Project and/or any subcontractor or then known tenants/operators of the Project. Applications for the internships can be submitted at the Workforce Information Session.

- v. Establish two (2) apprenticeships, subject to receipt of two (2) qualified applicants, in the construction field annually during the term of this Agreement with the Entity, an affiliate of the Entity, the general contractor for the Project or any then known tenants/operators of the Project. Applications for the apprenticeships can be submitted at the Workforce Information Session.
- vi. Establish four (4) scholarships annually during the term of this Agreement, in the amount of \$2,500 each, to be used in the discretion of the recipient for vocational or academic education. Those who have successfully completed the internships, apprenticeships, or the hotel training program described below shall be eligible for the scholarship.
- vii. Establish one (1) mentorship annually during the term of this Agreement for small businesses to gain experience in large scale construction. Businesses can apply to participate in the mentorship program at the Workforce Information Session.
- viii. Regularly contact and cooperate with the City Manager, or his/her designee, in connection with workforce opportunities. Notify the City Manager of workforce needs for the Project so that the Director may refer qualified City residents to meet the workforce needs of the Project.

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

- i. The Entity shall disseminate information within the City and the County of Monmouth concerning opportunities for women and minority contractors, vendors and suppliers prior to the commencement of construction of the Project.
- ii. Hold the Workforce Information Session, in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage women and minority contractors/subcontractors to bid on the Project.
- iii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage women and minorities, in the construction of the Project.

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

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

(p) The Entity shall indemnify the City as set forth in Section 9.11 hereof.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3.04(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of this Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

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

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

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

3.05 Enforcement by City or Master Developer. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City, the Master Developer, and their successors and assigns shall be deemed beneficiaries of the agreements and

covenants set forth in Section 3.03 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City and, as applicable, the Master Developer for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or Master Developer has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City and the Master Developer shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies as set forth in Article 6 of this Subsequent Developer Agreement.

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

ARTICLE 4 PROJECT IMPLEMENTATION

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

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

4.03 Application for Governmental Approvals for Project Site. Within 30 days of the Effective Date, the Entity shall use commercially reasonable efforts to submit (if not already submitted) and diligently prosecute to conclusion, all other Applications for Government Approvals necessary for the financing, development, construction, operation, and maintenance of the Project Site. The Entity shall obtain all Governmental Approvals within one (1) year of the Effective Date ("**Outside Approvals Date**"), as may reasonably be extended by formal action of the City Council for up to an additional 120 days, provided that the Entity has utilized good faith efforts to obtain Governmental Approvals but has not yet received same. In no event shall the

Outside Approvals Date be extended beyond 120 days without the explicit written consent of all Parties to this Subsequent Developer Agreement.

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

(a) Commencement of Construction for the Project. No later than 90 days after all Governmental Approvals have been obtained and any applicable appeal period for such Governmental Approvals has expired, the Entity shall Commence Construction with respect to the Project; provided, however, that the Entity shall not Commence Construction prior to the occurrence of all conditions subsequent set forth in Section 6.01(a) – (c) hereof.

(b) Completion of Construction for the Project. Not later than two years after receipt of Building Permits and all other required Governmental Approvals authorizing the Commencement of Construction of the Project, the Entity shall Complete Construction with respect to the Project.

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

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

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

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

(b) Following the issuance of all of the final Certificates of Occupancy for the Units in the Project (which shall be presumptive evidence of satisfaction of

all requirements related to construction of the Project) and the satisfaction of the terms and conditions of this Subsequent Developer Agreement, and upon request for the same by the Entity, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Entity has performed all of its duties and obligations with respect to the Project under this Subsequent Developer Agreement and has completed construction of the Project in accordance with the requirements of this Subsequent Developer Agreement. The Certificate of Completion (which shall be in recordable form) shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants including without limitation the covenants in Article 3 (but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement), with respect to the Project in this Subsequent Developer Agreement and the Redevelopment Plan with respect to the obligations of the Entity to construct the Project within the dates for completion of same. Within thirty (30) days after written request by the Entity, the City shall provide the Entity with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that the Entity has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in the opinion of the City in order for the Entity to be entitled to the Certificate of Completion. Upon the issuance of a Certificate of Completion, the conditions that were found and determined to exist on the Project Site at the time the Project Site was determined to be in need of redevelopment, shall be deemed to no longer exist and the land and improvements thereon shall not be subject to eminent domain as a result of those determinations.

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

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

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

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

under Article 13 of the Redeveloper Agreement, the issuance of a Certificate of Occupancy for a unit shall constitute proof that the Entity paid the affordable housing fee that was due for that unit; and

(d) Pursuant to the Original Infrastructure Ordinance as amended, including on June 13, 2018 by the Infrastructure Ordinance, the City shall impose a special assessment on the Project and the Project Site equivalent to the benefit conferred or deemed conferred by certain public infrastructure improvements constructed and installed or to be constructed and installed by the Master Developer, including public wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements in the Redevelopment Area in accordance with the provisions of the Redevelopment Plan.

- (i) The Entity hereby agrees and acknowledges that it has determined to enter into a special assessment agreement with the City pursuant to *N.J.S.A. 40A:12A-66* of the RAB Law, as authorized by the Infrastructure Ordinance (the “**Special Assessment Agreement**”).
- (ii) The Parties hereby agree that the Special Assessment Agreement shall be substantially in the form of the agreement attached to the Original Infrastructure Ordinance as Exhibit B, as amended by Ordinance No. 2018-20, the final form of which shall be acceptable to the Master Developer and so accepted in writing by the Master Developer prior to the authorization of such Special Assessment Agreement by the City and the Entity.
- (iii) The Parties hereby agree that, for purposes of calculating the special assessment, the Special Assessment Agreement shall provide that the assumed sales prices of the Units until sold shall be those prices set forth in Exhibit 2 attached hereto, unless otherwise agreed to in writing by all Parties. Nothing shall prohibit the Entity from selling the Units for more than the assumed sales prices set forth in Exhibit 2.
- (iv) The Parties hereby agree that the first installment of the special assessment under the Special Assessment Agreement shall commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility of a Unit for the issuance of a Certificate of Occupancy; and (ii) the expenditure of all capitalized interest available to pay interest on the RABs.
- (v) The Parties hereby agree that the Entity, and not the Master Developer, shall be responsible for payment of the Deficiency Amount, if any, and the Special Assessment Agreement shall provide as such.

ARTICLE 5 PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

5.01 Prohibition Against Transfers of Interests by the Entity. The Entity recognizes the importance of the Project to the general welfare of the community and that the identity of the Entity and its qualifications are critical to the City and Master Developer in entering into this

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

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

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

5.03 Transfer of Subsequent Developer Agreement. The Entity further agrees for itself, and its successors and assigns, that prior to the completion of the Project or any portion thereof, as evidenced by the issuance of a Certificate of Completion it will not make or create, or suffer to be made or created, any sale, assignment, conveyance, lease or transfer in any other mode or form (collectively, the “**Transfers**”) of its interests in the Project Site or its interest in this Subsequent Developer Agreement or in this Project, or any part thereof or any interest therein,

without the prior written approval of the City, except as provided below, in the Financial Agreement, and otherwise in this Article 5.

5.04 Consent to Permitted Transfers. (a) The City and Master Developer hereby consent, without the necessity of further approvals from any entity, to the following Transfers: (i) any Mortgage or related security granted by the Entity to a Permitted Mortgagee for the purpose of obtaining the financing necessary to enable the Entity or any successor in interest to the Project Site or any part thereof, to perform its obligations under this Subsequent Developer Agreement with respect to Completion of the Project and any other purpose authorized by this Subsequent Developer Agreement, (ii) any Mortgage or Mortgages and other liens and encumbrances granted by the Entity to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project; (iii) any transfer of all or portions of the real property comprising the Project Site from its current owner to the Entity; (iv) any contract to sell a unit in the Project to a purchaser and/or the sale of such unit upon its completion and the issuance of a Certificate of Occupancy; and (v) any lease or occupancy agreement(s) for all portions of the Project or the Project Site, provided that the same are in compliance with the Financial Agreement.

(b) With respect to any of the Transfers listed in Section 5.04(a), (i)-(ii) the Entity shall provide to the City and to the Master Developer written notice of at least fifteen (15) days prior to such Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such Transfers.

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

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

ARTICLE 6 DEFAULT AND REMEDIES

6.01 Automatic Termination of Subsequent Developer Agreement. This Subsequent Developer Agreement, including, without limitation, the Entity's designation as a Subsequent Developer, shall automatically terminate, without any further action of any Party after notice and opportunity to cure in accordance with Section 6.02, 6.03 or 6.04 as applicable, if each and

every of the following conditions subsequent are not completed on or before the Outside Approvals Date::

- (a) Entity has obtained all Governmental Approvals;
- (b) Financial Agreement is authorized, executed, and delivered by each of the Entity and the City;
- (c) Special Assessment Agreement, in form consented to by Master Developer in writing, is authorized, executed, and delivered by the City and the Entity; and
- (d) City issues one or more series of bonds (non-recourse to the City) pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. (“**RABs**”).
 - (i) The terms and conditions of the RAB shall be in accordance with and as further set forth in the Redeveloper Agreement, including, without limitation: (1) the RABs shall be primarily secured by the pledged portion of the special assessment provided under the Special Assessment Agreement (the “**Pledged Special Assessment**”); (2) the RABs shall be issued on federally tax-exempt basis to the extent permitted by applicable law; and (3) the proceeds of the RABs shall be made available to the Master Developer for the construction of, or reimbursement for, infrastructure improvements benefitting the Project.
 - (ii) The RABs shall have a reasonable capitalized interest period, not to exceed two years (2) from the date of issuance of the RABs.
 - (iii) For purposes of sizing the RABs, the assumed sales prices of the Units shall be those prices set forth in Exhibit 1 attached hereto, unless otherwise agreed to in writing by the Parties.
 - (iv) The indenture of trust (supplemental or otherwise) providing for the issuance of the RABs shall provide, at a minimum, that, to the extent the actual amount of aggregate Pledged Special Assessments payable by the owners of the Units upon sale of all Units (the “Actual Pledged Special Assessments”) is greater than the amount of the Pledged Special Assessments assumed at the time of issuance of the RABs (the “Projected Pledged Special Assessments,” and the difference between the Actual Pledged Special Assessments and the Projected Pledged Special Assessments, the “Surplus Pledged Special Assessments”), the City may, after receipt of a written request of the Master Developer, issue an additional series of RABs, to be primarily secured by the Surplus Pledged Special Assessments, and the terms and conditions of such RAB shall comport with (i)-(iv) above, to be set forth in the applicable indenture of trust. The use of the bond proceeds from any such issuance of RABs shall be as set forth in the Redeveloper Agreement.

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

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

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

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

(c) The Entity or its successor in interest shall (i) fail to pay any real estate taxes, payments in lieu of real estate taxes, the fees and special assessments set forth in Section 4.09 herein, or any other governmental assessments on the Project Site or any part thereof when due and such failure shall continue for a period of ten (10) consecutive days after notice thereof or, (ii)(a) place on the Project Site any encumbrance or lien unauthorized by this Subsequent

Developer Agreement, or (b) suffer any levy or attachment to be made, or any construction liens that have not been adequately bonded or collateralized, or any other unauthorized encumbrance or lien to attach, and with respect to (ii) (a) or (b), provision satisfactory to the City for removal or discharge of such unauthorized encumbrance or lien shall not have been made within sixty (60) days after written demand by the City to do so.

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

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

(a) Whenever any Event of Default by the Entity shall have occurred and be continuing, the City may terminate this Subsequent Developer Agreement, rescind any designation of the Entity as a Subsequent Developer or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement, provided that no remedy available to the City shall prohibit the Entity from completing sales of Units in the Project to contract purchasers in accordance with the terms of the preliminary offering statement approved by the New Jersey Department of Community Affairs, assert or impose liability on the Entity for special, indirect, consequential or punitive damages or assert or impose personal or individual liability on the affiliates, members, managers, officers and agents of the Entity.

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

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

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

6.06 Restoration of Status. In case any Party, as applicable, shall have proceeded to enforce its rights under this Subsequent Developer Agreement and such proceedings shall have

been discontinued or abandoned for any reason or shall have been determined adversely any Party, as applicable, then and in every such case, the Parties shall be restored respectively to their respective positions and rights hereunder, and all rights, remedies and powers of the Parties shall continue as though no such proceedings had been taken.

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

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

ARTICLE 7 COOPERATION AND COMPLIANCE

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

ARTICLE 8 MORTGAGE FINANCING; RIGHTS OF THE MORTGAGEE

8.01 Mortgage Financing. Neither the Entity nor the owner of the Property may obtain and record a Mortgage for the Project prior to the execution and recordation of the Special Assessment Agreement, unless (a) the Mortgage contains an explicit provision providing that it shall be subordinate to the Special Assessment Agreement; and (b) in the event a Mortgage is recorded against the Property prior to the recording of the Special Assessment Agreement, the Special Assessment Agreement shall include the agreement and acknowledgment of the mortgagee that the Mortgage lien is subordinate to the lien of the Special Assessment Agreement. For purposes of clarification and to remove any doubt, (x) no consent of the issuer of any Mortgage for the Project, or the purchase money mortgage financing any unit within the Project, is required, so long as the Special Assessment Agreement has been recorded prior to the recording of any such Mortgage or purchase money mortgage and (y) nothing in this Agreement in any way restricts any Mortgage or purchase money mortgage, to the extent desired or permitted by the Entity, from being recorded as first lien mortgages, subordinate only to the lien of the Special Assessment Agreement and other municipal liens. The Entity further agrees to provide a copy of any proposed Mortgage to the Master Developer at least five (5) days prior to the execution of said Mortgage. Thereafter, all monies obtained in connection with any construction financing for the Project must be devoted

to the construction of improvements within the Project Site, related hard costs such as, but not limited to, land acquisition, and related soft costs such as interest, professional fees and filing fees. Upon completion of the Project, as evidenced by issuance of a Certificate of Completion for the Project, the Entity may refinance the Project Site without restriction.

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

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

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

Any such Permitted Mortgagee opting to effect necessary cure action shall cure the Event of Default (i) within 30 days of receipt of notice of same in the case of a monetary default and (ii) within 60 days of receipt of notice of same in the case of a non-monetary default, unless same cannot reasonably be cured within such 60 day period and the Permitted Mortgagee commences the cure within the 60 day period and diligently pursues same to completion.

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

ARTICLE 9 MISCELLANEOUS

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

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

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

9.04 Inspection of Books and Records.

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

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

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

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

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

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

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

9.10 Severability. The validity of any Articles and Section, clause or provision of this Subsequent Developer Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

9.11 Indemnification. The Entity, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless the Master Developer, the City, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third Party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting solely from or in connection with one or a combination of the following (i) any breach by the Entity or its agents, employees or consultants, of the Entity's obligations under this Subsequent Developer Agreement, or (ii) the acts or omissions of the Entity agents, contractors or subcontractors, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project.

9.12 Governing Law. The Subsequent Developer Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9.13 Waiver of Jury Trial. The Parties to this Subsequent Developer Agreement do hereby waive the right to a trial by jury with respect to any dispute or controversy concerning or arising as a consequence of this Agreement.

9.14 Notices. Any notice by a Party to this Subsequent Developer Agreement to another of the parties shall be deemed to have been properly given only if (i) delivered personally or (ii) sent by registered or certified mail return receipt requested in a postage paid envelope or (iii) sent by nationally recognized overnight delivery service to a Party at such Party's address set forth above or such other address as a Party may designate in writing. Notices shall be deemed to have been duly given when received by the addressee or upon the addressee's refusal to accept

delivery. The terms of this Section 9.14 shall apply to any Permitted Mortgagee upon such Permitted Mortgagee giving notice to the other parties of its identity and address.

9.15 Condemnation. The City is authorized under the Act to condemn property in a redevelopment area for the purpose of effectuating a redevelopment project; however, pursuant to Section 17.2 of the Redeveloper Agreement, the City has contractually agreed not to exercise its eminent domain powers concerning any property within the Boardwalk Area or the Prime Renewal Area of the Redevelopment Plan without Master Developer's consent. ..

IN WITNESS WHEREOF, the parties have executed this Subsequent Developer Agreement as of the date first written above.

[SEAL]

Attest:

THE CITY OF ASBURY PARK

By: _____
Cindy Dye
City Clerk

By: _____
John Moor
Mayor
Date: _____

Witness:

REGIONAL DEVELOPMENT GROUP

By: _____
[name]
[title]
Date: _____

ASBURY PARTNERS, LLC

By: _____

EXHIBIT 1

Declaration of Covenants and Restrictions

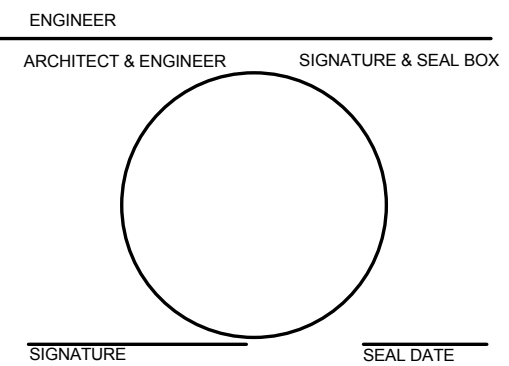
EXHIBIT 2
Assumed Unit Pricing

Exhibit A



mode
Monmouth Ocean Design Experts

DANIEL M. CONDATORE, RA
619 LAKE AVE, 3RD FLOOR
ASBURY PARK, NJ
732-800-1958
E: dcondatore@mode-arch.com
NJ LICENSE #21A10798000



OWNER	PROJECT LOCATION	
No.	REVISIONS / ISSUES	DATE
	TRC SUBMISSION	11/12/18
CHECKED BY	DRAWN BY	
DMC	DMC	
SCALE		
DRAWING TITLE		
COVER SHEET		
C100		
DRAWING NO.		

1 2ND FLOOR PLAN
1/8" = 1'-0"

mode

Monmouth Ocean Design Experts

DANIEL M. CONDATORE, RA

619 LAKE AVE, 3RD FLOOR

ASBURY PARK, NJ

732-800-1958

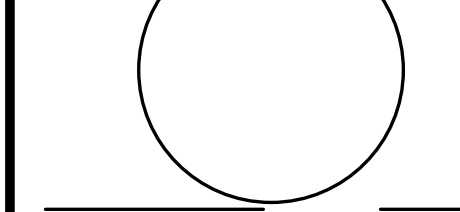
E: dcondatore@mode-arch.com

NJ LICENSE #21A0798000

ENGINEER

ARCHITECT & ENGINEER

SIGNATURE & SEAL BOX



SIGNATURE

SEAL DATE

215 1ST AVENUE DEVELOPMENT
~ NEW CONDOMINIUM RESIDENCE ~

215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

PROJECT
LOCATION

No.	REVISIONS / ISSUES	DATE
	TRC SUBMISSION	11/12/18

CHECKED BY: DMC

DRAWN BY: DMC

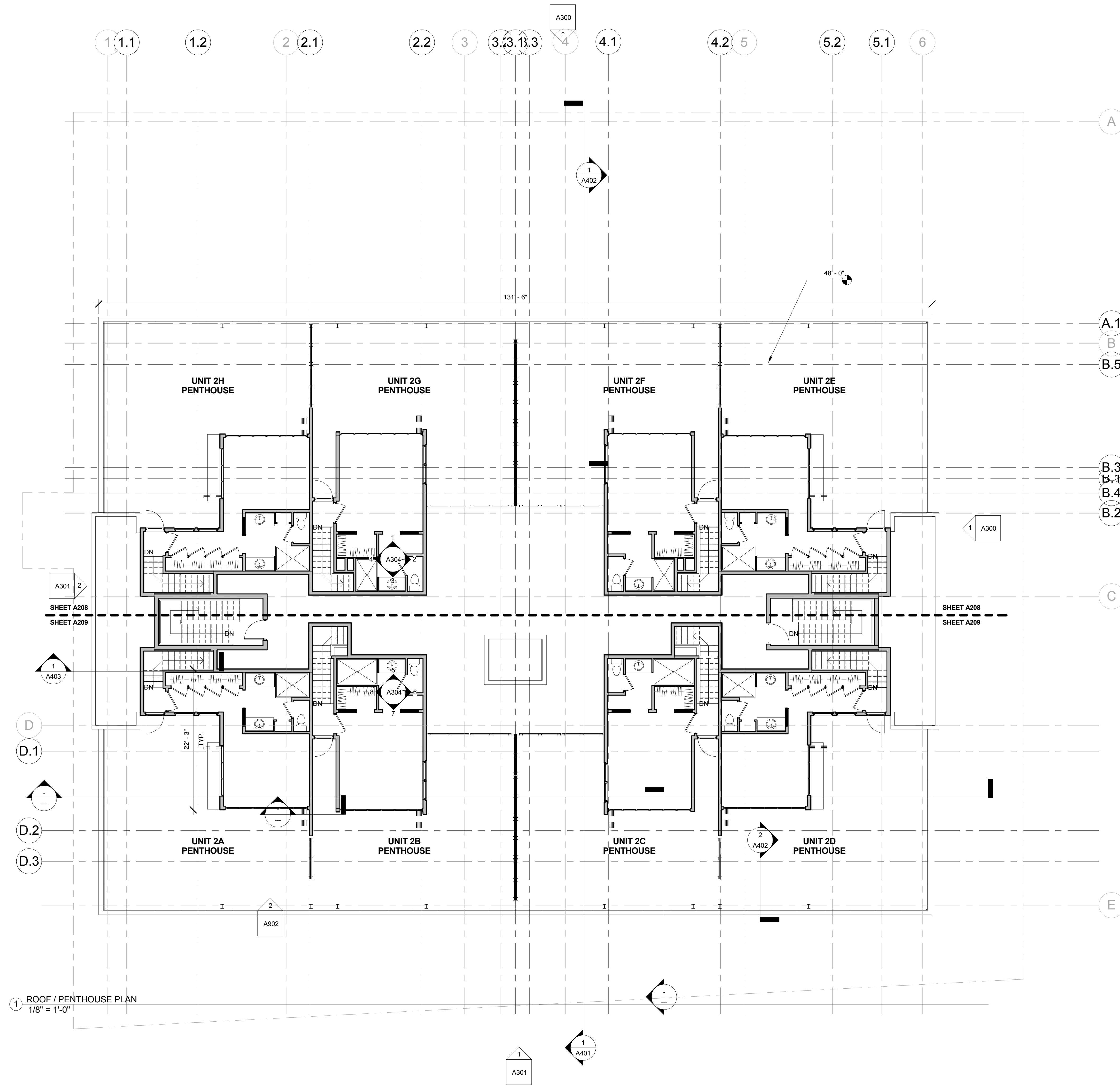
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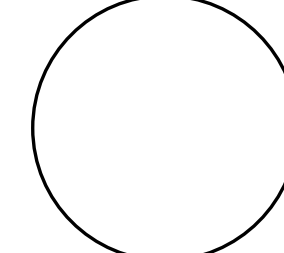
ROOF /
PENTHOUSE PLAN

DRAWING NO:

A104



SIGNATURE & SEAL BOX



SEAL DATE

215 1ST AVENUE DEVELOPMENT
~ NEW CONDOMINIUM RESIDENCE ~

215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

PROJECT LOCATION

[illegible]

CHECKED BY:
DMC

DRAWN BY: DMC	
------------------	--

SCALE

ROOF PLAN

DRAWING No. _____

A105

mode

Monmouth Ocean Design Experts

DANIEL M. CONDATORE, RA

619 LAKE AVE, 3RD FLOOR

ASBURY PARK, NJ

732-800-1958

E: dcondatore@mode-arch.com

NJ LICENSE #21A0798000

ENGINEER

ARCHITECT & ENGINEER

SIGNATURE & SEAL BOX

SIGNATURE

SEAL DATE

215 1ST AVENUE DEVELOPMENT
NEW CONDOMINIUM RESIDENCE215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

PROJECT
LOCATION

No.	REVISIONS / ISSUES	DATE
1	TRC SUBMISSION	11/12/18

CHECKED BY: DMC

DRAWN BY: DMC

SCALE:

DRAWING TITLE:

BUILDING
ELEVATIONS

DRAWING NO:

A300



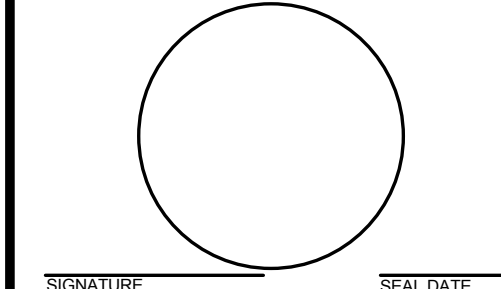
mode

Monmouth Ocean Design Experts
DANIEL M. CONDATORE, RA
619 LAKE AVE, 3RD FLOOR
ASBURY PARK, NJ
732-800-1958
E: dcondatore@mode-arch.com
NJ LICENSE #21A0798000

ENGINEER

ARCHITECT & ENGINEER

SIGNATURE & SEAL BOX



SIGNATURE

SEAL DATE

215 1ST AVENUE DEVELOPMENT
NEW CONDOMINIUM RESIDENCE

215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

PROJECT
LOCATION

No.	REVISIONS / ISSUES	DATE
	TRC SUBMISSION	11/12/18

CHECKED BY: DMC
DRAWN BY: DMC

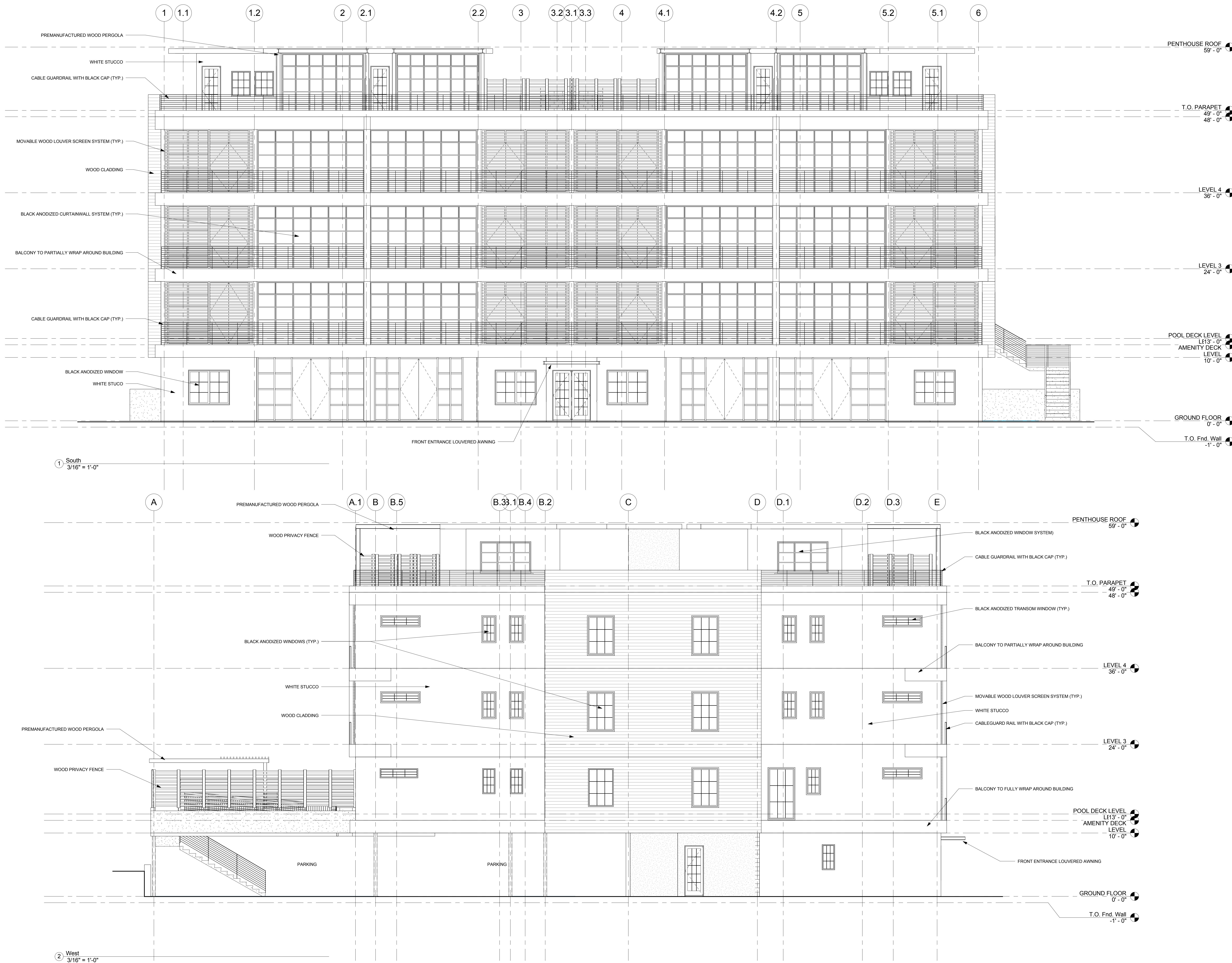
SCALE:

DRAWING TITLE:

BUILDING
ELEVATIONS

DRAWING NO:

A301



mode

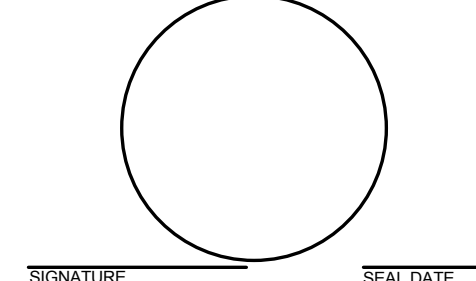
Monmouth Ocean Design Experts

DANIEL M. CONDATORE, RA
619 LAKE AVE, 3RD FLOOR
ASBURY PARK, NJ
732-800-1958
E: dcondatore@mode-arch.com
NJ LICENSE #21A0798000

ENGINEER

ARCHITECT & ENGINEER

SIGNATURE & SEAL BOX



SIGNATURE

SEAL DATE

215 1ST AVENUE DEVELOPMENT
~ NEW CONDOMINIUM RESIDENCE ~

215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

PROJECT
LOCATION

No.	REVISIONS / ISSUES	DATE
1	TRC SUBMISSION	11/12/18

CHECKED BY: DMC DRAWN BY: DMC

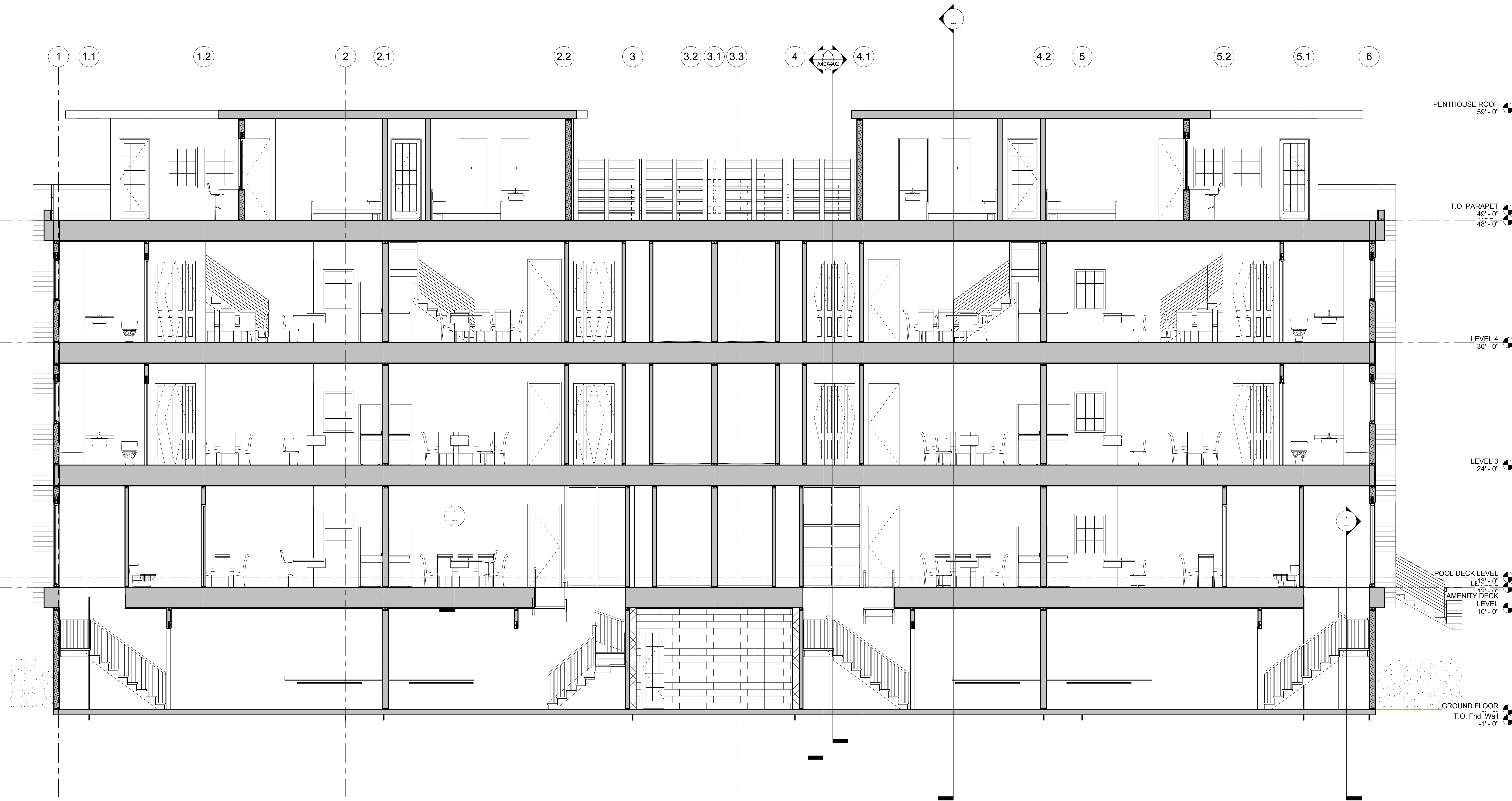
SCALE:

DRAWING TITLE:

BUILDING
SECTIONS

DRAWING NO:

A400



1 EAST WEST SECTION
1/4" = 1'-0"

mode

Monmouth Ocean Design Experts

DANIEL M. CONDATORE, RA

619 LAKE AVE, 3RD FLOOR

ASBURY PARK, NJ

732-800-1958

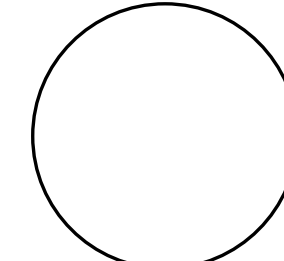
E: dcondatore@mode-arch.com

NJ LICENSE #21A0798000

ENGINEER

ARCHITECT & ENGINEER

SIGNATURE & SEAL BOX



SIGNATURE

SEAL DATE

215 1ST AVENUE DEVELOPMENT
~ NEW CONDOMINIUM RESIDENCE ~

215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

PROJECT
LOCATION

No.	REVISIONS / ISSUES	DATE
1	TRC SUBMISSION	11/12/18

CHECKED BY

DMC

DRAWN BY

DMC

SCALE:

DRAWING TITLE:

BUILDING
SECTIONS

DRAWING NO:

A401



Section 16
1/4" = 1'-0"



RESOLUTION NO. 2019-259

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO GRANT AN ASSIGNABLE LICENSE TO PERMIT AN ENCROACHMENT OVER A CERTAIN PORTION OF THE RIGHT-OF-WAY AREA (AIR SPACE) ADJACENT TO THE PROPERTY LOCATED AT 306 (A/K/A 308) MAIN STREET (BLOCK 2508, LOT 9), AND TO EXECUTE A LICENSE AGREEMENT ASSOCIATED THEREWITH.

Whereas, Santander Bank, N.A. (referenced as the “Licensee”) is the owner of the property located at 306 (a/k/a 308) Main Street in the City of Asbury Park, more commonly known and designated as Block 2508, Lot 9 on the Asbury Park City Tax Map (hereinafter referenced as the “Property”); and

Whereas, the Licensee wishes to replace an awning/canopy (the “canopy”) above the entryway to the Licensee’s Property, which will extend volumetrically over a portion of the ROW in front of the Property; and

Whereas, the proposed canopy will encroach into the air space in front of the Property along Main Street, in certain limited respects, extending approximately sixty-five feet (65’) in length (the “license area”), as described in more detail in Exhibit “A” and depicted in more detail in Exhibit “B,” which Exhibits are annexed to the attached License Agreement; and

Whereas, to the extent that the City has jurisdiction over the license area and without making any affirmative representations with regard thereto, the City is willing to allow for the replacement and continued presence/maintenance of the said canopy in the license area under the terms and conditions set forth in the attached License Agreement.

Now, Therefore, Be It Resolved, by the Mayor and Council of the City of Asbury Park, as follows:

1. That, to the extent that the City has jurisdiction over the license area, and without making any representations with regard thereto, the City hereby grants to the Licensee an assignable right (also known as the “License”) to install, replace and to continually maintain and/or repair a canopy over a certain portion of the license area situated above the entryway to the Property, as described in more detail in Exhibit “A” and depicted in more detail in Exhibit “B,” which Exhibits are annexed to the attached License Agreement, for the nominal sum of One Dollar (\$1.00), subject to the terms and conditions set forth in the attached License

Agreement.

2. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached License Agreement on behalf of the City.
3. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Resolution and the attached License Agreement.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) Santander Bank, N.A.
824 North Market Street
Suite 100
Wilmington, Delaware 19801
 - (b) Michael D. Malloy, Esq.;
 - (c) Michael Capabianco, City Manager;
 - (d) Michele Alonso, Director of Planning and Redevelopment; and
 - (e) Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, Deputy 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. 2019-259 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 11th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

**LICENSE AGREEMENT TO PERMIT ENCROACHMENT OVER CERTAIN PORTIONS OF THE RIGHT-OF-WAY
AREA (VOLUMETRIC/AIR SPACE) ADJACENT TO THE PROPERTY LOCATED AT 306 (A/K/A 308) MAIN
STREET, ASBURY PARK, NEW JERSEY (BLOCK 2508, LOT 9)**

THIS AGREEMENT (the "Agreement") is entered into this ___ day of _____, 2019, by and between Santander Bank, N.A. f/k/a Sovereign Bank, N.A., a national banking association, having an office at 824 North Market Street, Suite 100, Wilmington, Delaware 19801, and its successors and/or assigns ("Licensee"), and the City of Asbury Park, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, New Jersey 07712 ("Licensor").

WITNESSETH:

WHEREAS, Licensor possesses certain ownership and control authority over certain public right-of-way areas ("ROW") located within the City of Asbury Park, New Jersey (the "City"); and

WHEREAS, Licensee is the owner of the property located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey, which is more commonly known and designated as Block 2508, Lot 9 on the Asbury Park City Tax Map (the "Property"); and

WHEREAS, Licensee has requested that Licensor allow it to use the public ROW area along Main Street for the installation, replacement, repair and/or maintenance of an awning/canopy (the "Canopy") above the entryway to the Licensee's Property, which will extend volumetrically over a portion of the ROW in front of the Property; and

WHEREAS, the license area measures approximately sixty-five (65) feet (the "License Area"), and is described in more detail in a legal description prepared by William DiMarzo & Son, Assoc., Inc., dated August 15, 2017, and last revised October 10, 2017, a copy of which is attached hereto as Exhibit "A," and depicted in more detail on the attached Survey, entitled "Location Property Survey" of Lot 9, Block 2508, in the City of Asbury Park, Monmouth County, New Jersey, dated August 15, 2017, and last revised October 10, 2017, as prepared by William P. Swift, Professional Land Surveyor and Professional Planner, attached hereto as Exhibit "B"; and

WHEREAS, to the extent that Licensor has jurisdiction over the License Area and without making any affirmative representations with regard thereto, Licensor is willing to allow the replacement and the presence/maintenance of the Canopy in the License Area under the terms and conditions set forth herein.

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

1. To the extent that Licensor has ownership/jurisdiction over the License Area and without making any affirmative representations with regard thereto, Licensor hereby grants to Licensee an assignable license (the "License") over a certain portion of the ROW which is described and depicted in Schedules "A" and "B," respectively, in order to allow for the installation, replacement, and continued maintenance and repair of the Canopy over and/or above a portion of the ROW. The right to replace, repair and maintain shall be a continuing right permitting multiple replacements over time, as deemed

necessary by the Licensee. However, the Licensee shall be required to obtain a construction permit from the Licenser for any replacement of the Canopy. Additionally, there shall be no expansion of the size, or change to the design, of the Canopy without additional approvals and permitting by the Licenser. Said approvals and permits shall be issued at the sole discretion of the Licenser.

2. This Agreement and the within License shall be revocable at the will of Licenser upon ninety (90) days prior written notice to Licensee, and Licensee shall have no recourse whatsoever against Licenser if said Agreement and License is revoked at any time and/or for any reason.

3. Licensee will exercise the rights granted herein at Licensee's own risk and agrees that it will never claim any damages against Licenser for any injury or damages suffered on account of the exercise of such rights, except to the extent that any claim or damages are caused by the gross negligence or willful misconduct of Licenser.

4. The Licensee agrees to indemnify and hold harmless the Licenser, as well as all officials, employees and agents of the Licenser, against any and all liability for injury or damages sustained to any person or property relating to the Licensee's exercise of the rights granted herein, including reasonable legal fees, resulting from, arising out of, or in any way connected to the exercise of the rights granted to the Licensee, its successors and/or assigns, except to the extent that any claims or damages are caused by the gross negligence or willful misconduct of Licenser.

5. The Licensee acknowledges that additional approvals may be required from other agencies and/or authorities, besides the Licenser, that may have jurisdiction over the License Area. Licenser represents, however, that it is unaware of any other specific agency or authority that presently has jurisdiction over the License Area. It is the Licensee's sole responsibility to investigate whether any other agencies or authorities have such jurisdiction and, if so, to obtain the requisite approval(s) from said agencies and/or authorities, provided, however, that the Licenser agrees to cooperate in any effort of the Licensee to obtain the consent of any such agency or authority to use of the License Area, for the purpose stated herein.

6. Use of the License Area by Licensee and all successors in title and/or assigns shall only be for the Canopy and for no other purpose(s).

7. The Licensee shall not install, erect or place any signage, or any other identifying markings of any type, within the License Area, nor shall it allow any signage or any other identifying markings of any type to be installed, erected or placed within the License Area, except as may be permitted by Licenser in the future, following proper application to the Mayor and Council of the Licenser and receipt of such permits and approvals as may be necessary to comply with City ordinances or to allow a variance therefrom. Issuance of said permits and approvals shall be at the sole discretion of the Licenser. If the Mayor and Council reject the Licensee's proposal(s) in this regard, then the Licensee shall not be permitted to install, erect or place signage or other identifying markings within the License Area.

8. The Licensee shall not allow: a) the improvements to interfere in any way with the ability of the public to utilize the public sidewalk areas located immediately beneath and adjacent to the Canopy; or b) interfere, or permit any interference whatsoever, with the public sidewalk areas adjacent to the License Area; provided, however, that the Licensee shall be allowed to obstruct the public sidewalk areas on a

temporary basis, to the extent necessary to install/repair/maintain the Canopy and any replacement thereof.

9. The Licenser shall not unreasonably interfere with the Licensee's use and enjoyment of the License Area. However, in the case of an emergency or necessity, the Licenser shall be allowed immediate access to the license area after providing such advance notice to the Licensee as is reasonably practicable under the circumstances. The parties hereto agree that all such access by the Licenser will be performed in a manner that causes as little disturbance to the parties as is reasonably practicable under the circumstances.

10. This Agreement may be amended and modified only by an instrument in writing, executed by the parties hereto, or their successors and/or assigns.

11. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

12. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic mail or facsimile version of an executed original of this Agreement shall be deemed as valid as if an original one were delivered.

13. To the maximum extent permitted by law, Licenser and Licensee each waive their respective rights to a trial by jury in any litigation or action arising out of or relating to this Agreement.

[Signatures on the Next Page]

EXHIBIT “A”

Attachment: License Agreement (2019-259 : License to permit an encroachment in R-O-W 306 (A/K/A 308) Main Street (Block 2508, Lot 9))

WILLIAM DiMARZO & SON, ASSOC., INC.**SURVEYORS – PLANNERS**

2204 Morris Avenue, Suite 103

P.O. Box 1717

Union, New Jersey 07083-1717

Telephone: (908) 686-2380 / Fax : (908) 686-7640

Metes and Bounds Description

for

St. No. 308 Main Street**Tax Lot 9 Block 2508**

City of Asbury, Monmouth County, New Jersey

Beginning at a point on the easterly line of Main Street (a.k.a. N.J. State Highway Route No. 71) distant 66.67 feet northerly from the intersection of the said easterly line of Main Street with the northerly line of Mattison Avenue; thence,

- 1) Along the said easterly line of Main Street,
North 25 degrees 15 minutes East, 66.67 feet; thence,
- 2) South 64 degrees 45 minutes East, 123.33 feet; thence,
- 3) South 25 degrees 15 minutes West, 33.34 feet; thence,
- 4) North 64 degrees 45 minutes West, 7.69 feet; thence,
- 5) South 25 degrees 23 minutes West, 17.33 feet; thence,
- 6) North 64 degrees 45 minutes West, 55.57 feet; thence,
- 7) South 25 degrees 15 minutes West, 16.00 feet; thence,
- 8) North 64 degrees 45 minutes West, 60.00 feet to the
said easterly line of Main Street and the point and place
of beginning.

Lot Area = 7,075 S.F.

Above described property subject to a Canopy Easement (13 feet x 5 feet) being further described as:

Beginning at a point on the easterly line of Main Street (a.k.a. N.J. State Highway Route No. 71) distant 93.45 feet northerly from the intersection of the said easterly line of Main Street with the northerly line of Mattison Avenue; thence,

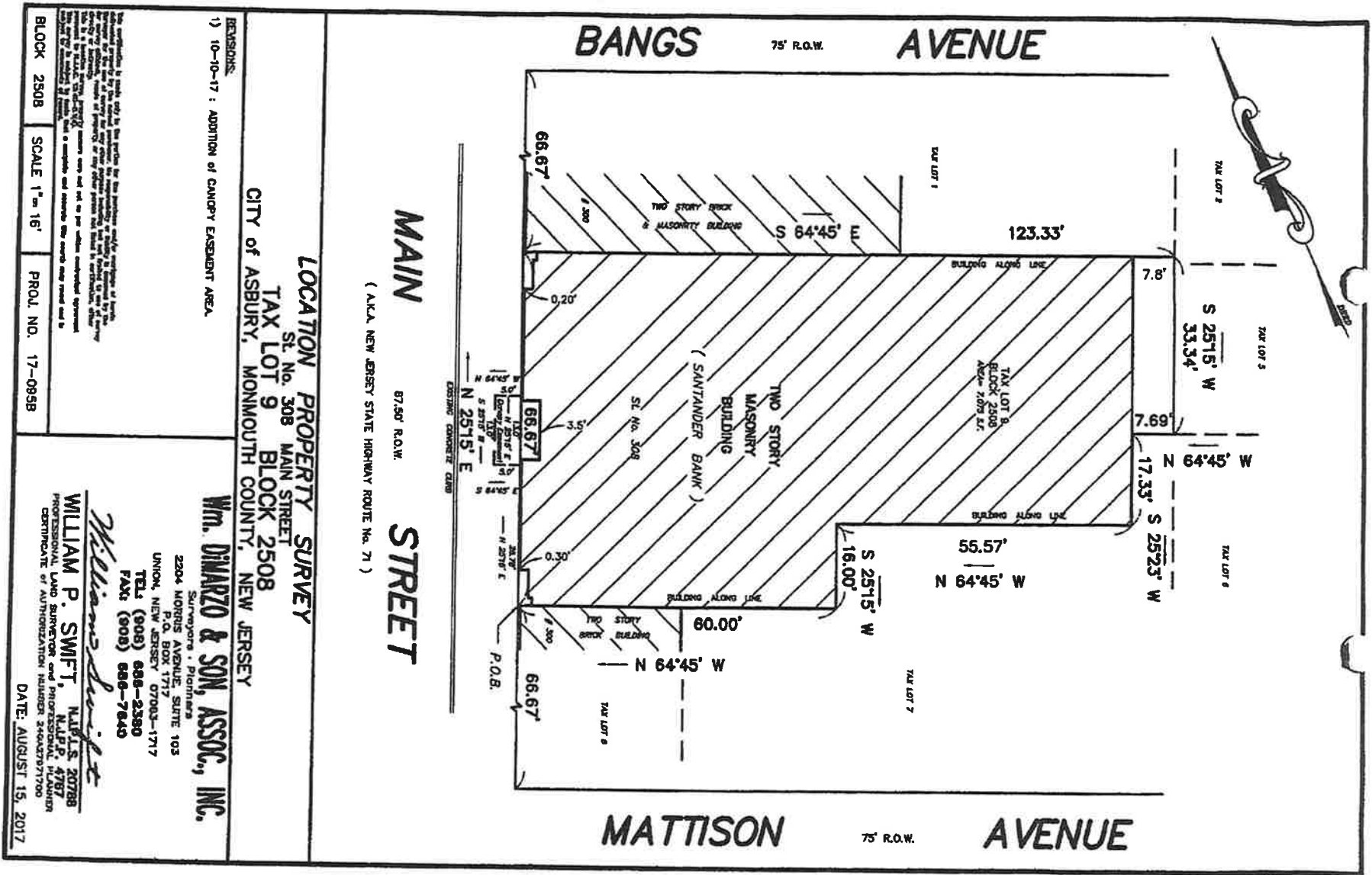
- 1) Along the said easterly line of Main Street,
North 25 degrees 15 minutes East, 13.0 feet; thence,
- 2) North 64 degrees 45 minutes West, 5.0 feet; thence,
- 3) South 25 degrees 15 minutes East, 13.0 feet; thence,
- 4) South 64 degrees 45 minutes East, 5.0 feet the point and place
of beginning.

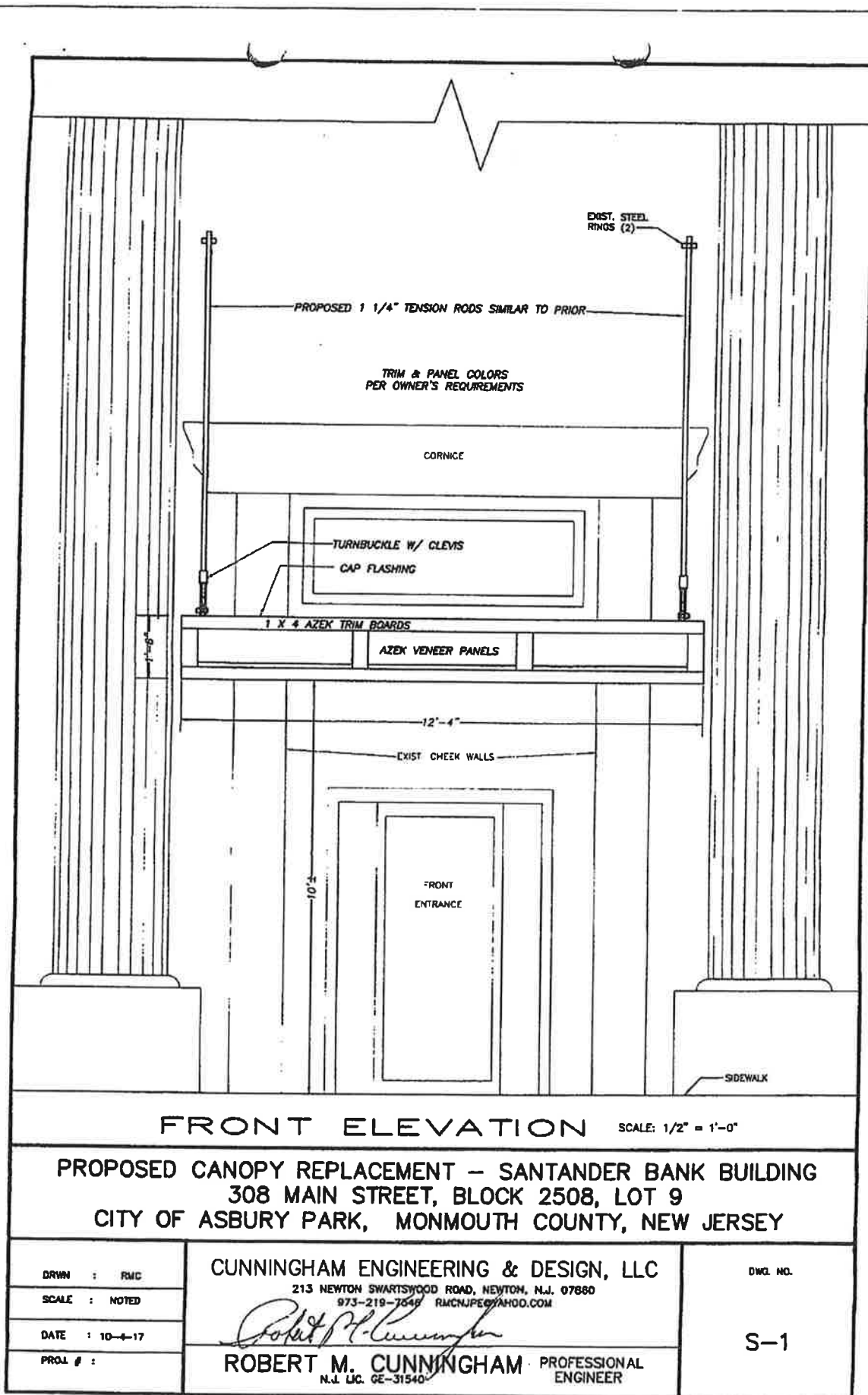
Easement Area = 65 S.F.

The above description is drawn in accordance with a Location Property Survey
by William DiMarzo & Son Associates, Inc.,
dated August 15, 2017, revised October 10, 2017.

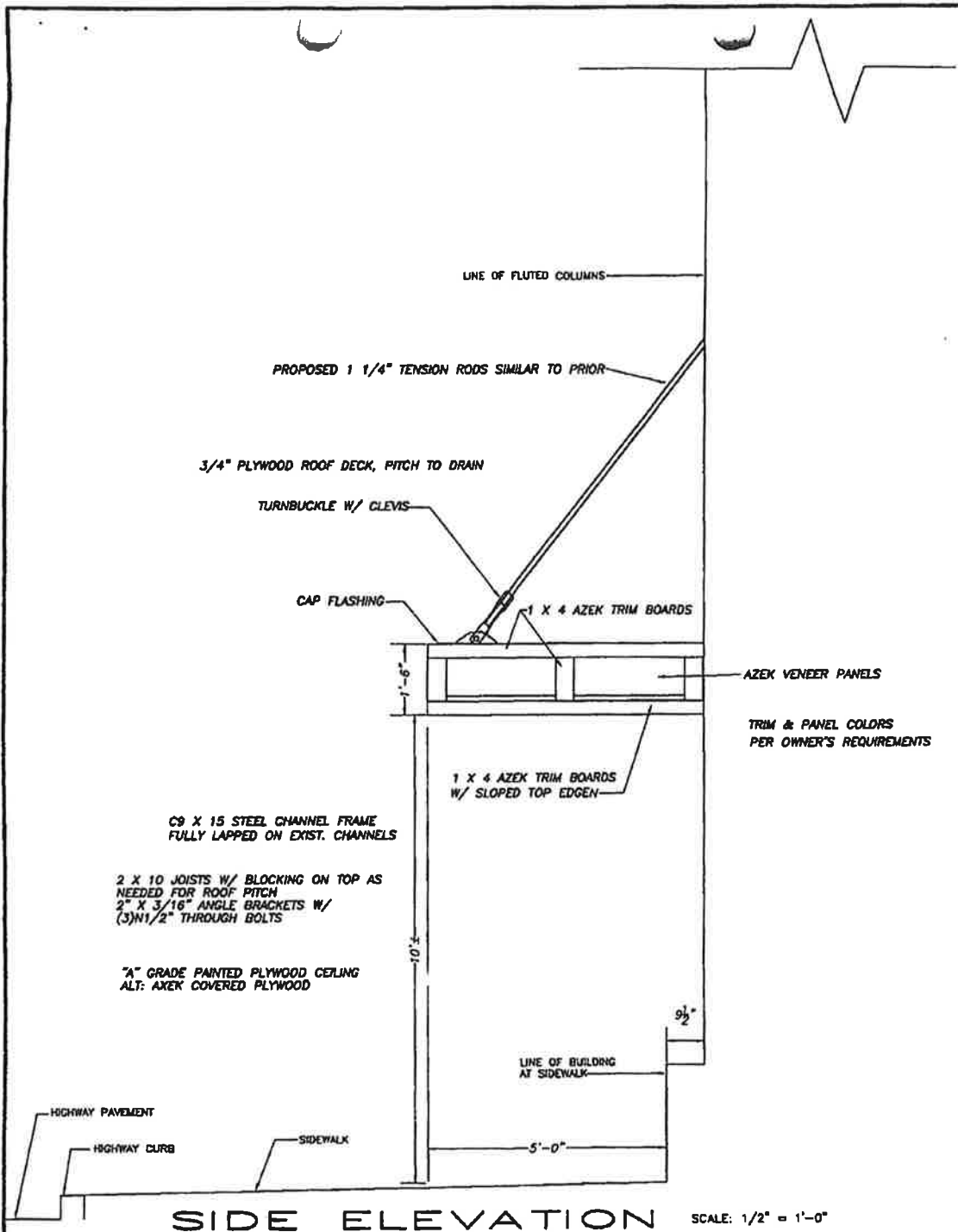
EXHIBIT “B”

Attachment: License Agreement (2019-259 : License to permit an encroachment in R-O-W 306 (A/K/A 308) Main Street (Block 2508, Lot 9))

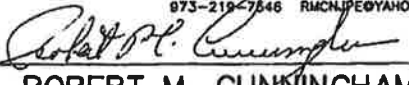


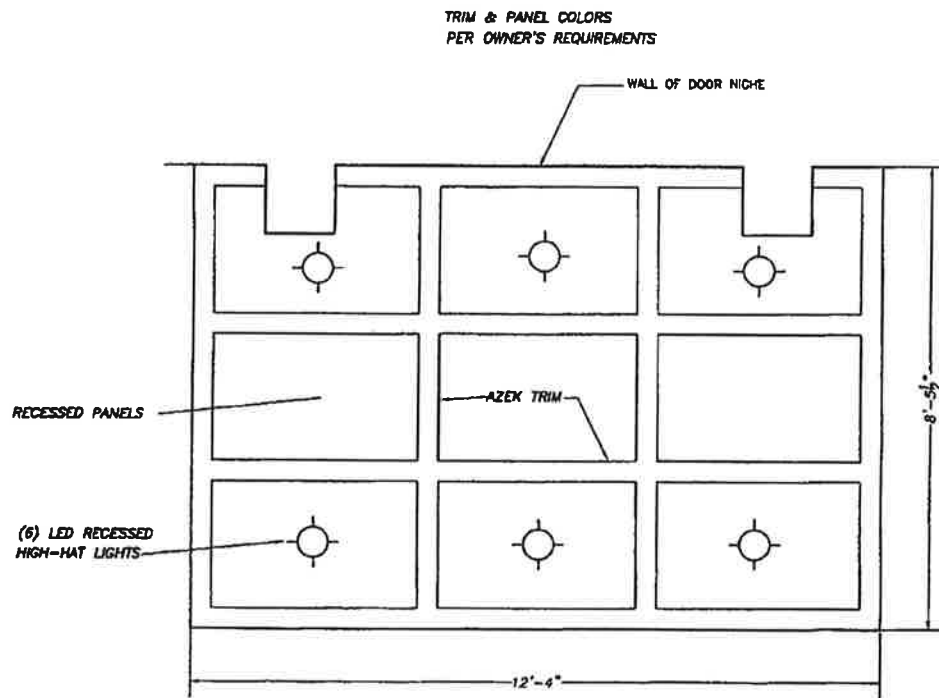


Attachment: License Agreement (2019-259 : License to permit an encroachment in R-O-W 306 (A/K/A 308) Main Street (Block 2508, Lot 9))



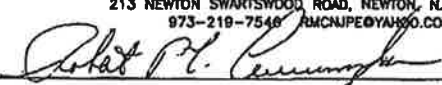
PROPOSED CANOPY REPLACEMENT – SANTANDER BANK BUILDING
308 MAIN STREET, BLOCK 2508, LOT 9
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

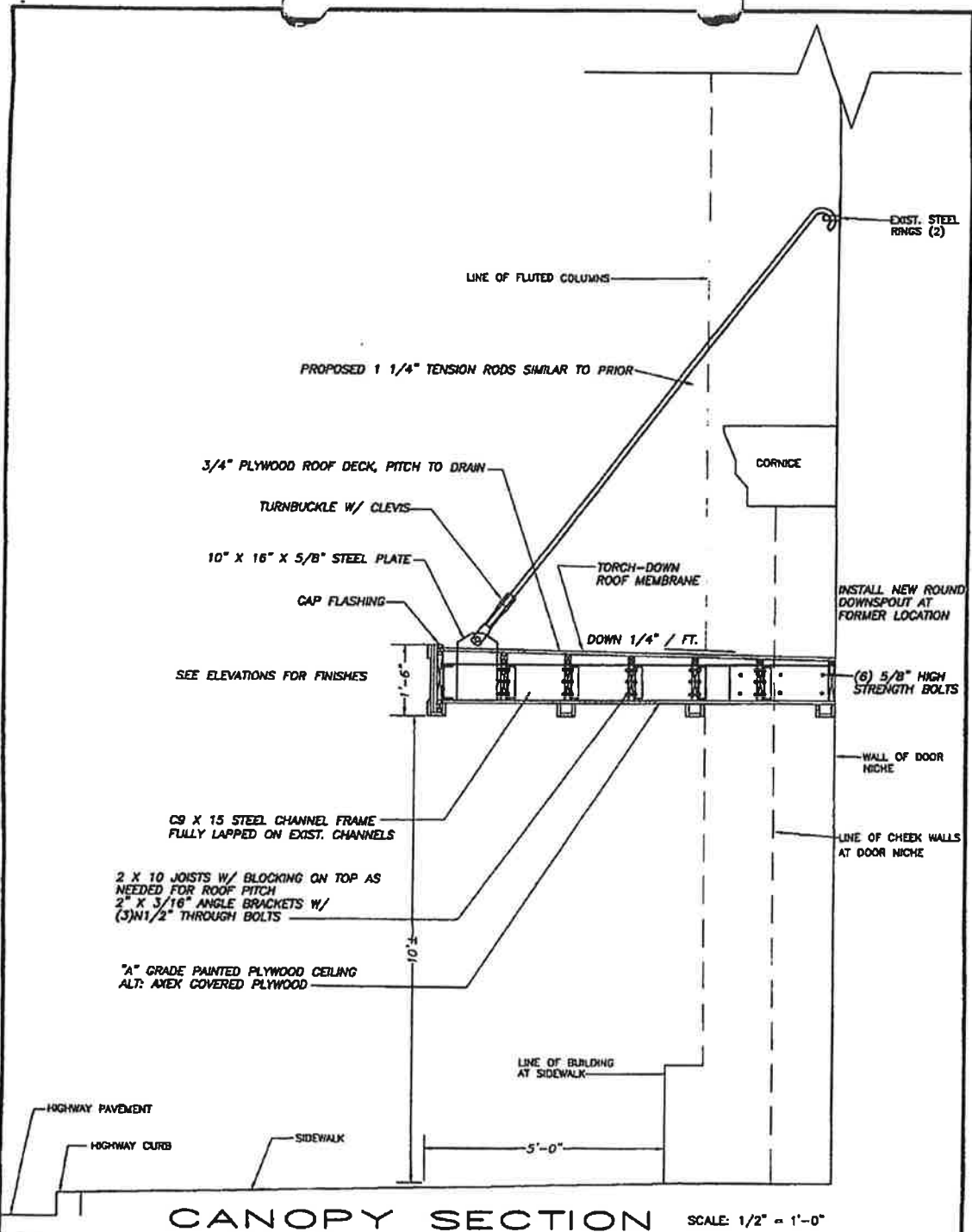
DRWN : RMC	CUNNINGHAM ENGINEERING & DESIGN, LLC 213 NEWTON SWARTSWOOD ROAD, NEWTON, N.J. 07860 973-219-7846 RMCN15@YAHOO.COM  ROBERT M. CUNNINGHAM N.J. LIC. GE-31540 PROFESSIONAL ENGINEER	DWG. NO. S-2
SCALE : NOTED		
DATE : 10-6-17		
PROJ # :		



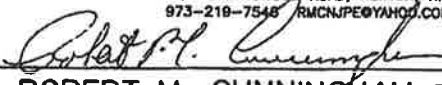
REFLECTED CEILING PLAN SCALE: 1/2" = 1'-0"

PROPOSED CANOPY REPLACEMENT – SANTANDER BANK BUILDING
308 MAIN STREET, BLOCK 2508, LOT 9
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

DRWN : RMC	CUNNINGHAM ENGINEERING & DESIGN, LLC 213 NEWTON SWARTSWOOD ROAD, NEWTON, N.J. 07860 973-219-7548 RMCNJE@YAHOO.COM  ROBERT M. CUNNINGHAM PROFESSIONAL ENGINEER N.J. LIC. GE-31540	DWG. NO.
SCALE : NOTED		S-3
DATE : 10-4-17		
PROJ. # :		



PROPOSED CANOPY REPLACEMENT – SANTANDER BANK BUILDING
308 MAIN STREET, BLOCK 2508, LOT 9
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

DRWN : RMC	CUNNINGHAM ENGINEERING & DESIGN, LLC 213 NEWTON SWARTSWOOD ROAD, NEWTON, N.J. 07850 973-218-7548 RMCNJPE@YAHOO.COM  ROBERT M. CUNNINGHAM N.J. LIC. GE-31540	DWG. NO. S-4
SCALE : NOTED		
DATE : 10-4-17		
PROJ # :		



RESOLUTION NO. 2019-260

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

RESOLUTION APPROVING 2019-2020 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR ASBURY MUSIC COMPANY A/K/A THE SAINT IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an applications have heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-009-007 Asbury Music Company; and

WHEREAS, due to certain circumstances the Asbury Music Company was unable to renew their 2019-2020 by July 1, 2019, which circumstances have been resolved; and

WHEREAS, the Asbury Music Company has received Ad Interim permits through the New Jersey State Division of Alcoholic Beverage Control from July 1, 2019 through present day; and

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

WHEREAS, the applications appear 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, 2019 until June 30, 2020, is hereby renewed:

1303-33-009-007 Asbury Music Company a/k/a/ The Saint 601 Main
Street

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

I, MELODY HARTSGROVE, Deputy 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. 2019-260 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 11th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

**RESOLUTION NO. 2019-261**

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

**RESOLUTION APPROVING A LIQUOR LICENSE #1303-32-038-006 FOR OHANA
KITSCHEN COMPANY FOR THE 2019-2020 LICENSE TERM**

WHEREAS, if a liquor license is inactive for two licensing years, the applicant must petition and affidavit to the Director to continue to maintain their inactive status; and

WHEREAS, the aforementioned liquor license has applied for the petition and has approval from the Director; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that liquor license 1303-32-038-006 Ohana Kitschen Company be approved.

I, MELODY HARTSGROVE, Deputy 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. 2019-261 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CERTIFIED BY ME THIS 11th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-22**

**AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY AN EASEMENT OVER
A CERTAIN PORTION OF THE RIGHT-OF-WAY AREA (AIR SPACE) ADJACENT
TO THE PROPERTY LOCATED AT 306 (A/K/A 308) MAIN STREET, ASBURY PARK,
NEW JERSEY (BLOCK 2508, LOT 9)**

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

WHEREAS, Santander Bank, N.A., f/k/a Sovereign Bank, N.A. (the “applicant”) is the owner of the property located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey, which is more commonly known and designated as Block 2508, Lot 9 on the City’s official Tax Map (the “Property”); and

WHEREAS, the applicant has requested that the City allow it to use a portion of the public R.O.W. area along Main Street, which portion constitutes air space, for the replacement, repair and maintenance of an awning/canopy (the “Canopy”) above the entryway to the applicant’s Property, which will extend volumetrically over a portion of the R.O.W. in front of the Property; and

WHEREAS, the proposed Canopy shall encroach into the air space of the public R.O.W. area by approximately sixty-five (65) square feet; and

WHEREAS, the easement area is described in more detail in the Exhibits which are attached to a proposed Easement Agreement, which is attached hereto and made a part hereof; and

WHEREAS, the terms and conditions associated with this undertaking are also set forth in more detail in the attached Easement Agreement; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the public right-of-way areas on a case-by-case basis; and

WHEREAS, with respect to the within request, the Mayor and Council have determined the following:

1. The within proposed encroachment into the public right-of-way shall not interfere with the ability of the public to continue to utilize the existing sidewalk or other public areas that are adjacent to the Property, as the encroachment involves air space only; and

2. The within proposed encroachment is necessary in order to allow for the planned beautification project at the Property, which will improve the aesthetic appearance of the Property and the surrounding area(s) in general, which are located in the Main Street Redevelopment Area; and
3. The total area of the within proposed encroachment is de minimus given the overall size of the Property; and
4. The granting of the proposed easement will not negatively affect the surrounding area in which the Property is located; and

WHEREAS, as a result, to the extent that the City has jurisdiction over the area in question, and without making any affirmative representations with regard thereto, the Mayor and Council are willing to grant an assignable easement in perpetuity to the applicant over the easement area (which constitutes air space) in order to permit the replacement, repair and maintenance of the Canopy, for the consideration of Five Hundred Twenty Two Dollars (\$522.00), with the condition that the easement area shall only be used for the purpose(s) set forth herein, and for no other purpose(s), and pursuant to the terms and conditions set forth in the attached Easement Agreement; and

WHEREAS, the purpose of this Ordinance is to authorize said approval in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.*; and

WHEREAS, the Mayor and Council do not wish for the granting of this easement to serve as a precedent for further encroachments into the City's right-of-way areas elsewhere in the City, but rather declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the easement.

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

1. That, to the extent that the City has jurisdiction over the easement area in question, and without making any affirmative representations with regard thereto, the City authorizes the conveyance of an assignable easement to the applicant, in perpetuity, for the consideration of Five Hundred Twenty Two Dollars (\$522.00), over a certain portion of the public right-of-way area ("R.O.W."), constituting air space, which is described and depicted in more detail in the attached Easement Agreement, pursuant to the terms and conditions set forth in the attached Easement Agreement.
2. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, the attached Easement Agreement, in order to effectuate the granting of this easement.

3. That, following proper execution and notarization of the attached Easement Agreement, the same shall be recorded with the Monmouth County Clerk's Office.
4. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Ordinance.
5. That all costs and expenses associated with this matter shall be paid by the applicant, through an escrow account established with the City.
6. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
7. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
8. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-22 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CINDY A. DYE
CITY CLERK

Record & Return To:

Frederick C. Raffetto, Esq.
 Ansell Grimm & Aaron, P.C.
 1500 Lawrence Ave.
 CN 7807
 Ocean, NJ 07712

Prepared by:

 Frederick C. Raffetto, Esq.

**EASEMENT AGREEMENT TO PERMIT ENCROACHMENT OVER A CERTAIN
 PORTION OF THE RIGHT-OF-WAY AREA (AIR SPACE)
 ADJACENT TO THE PROPERTY LOCATED AT
 306 (A/K/A 308) MAIN STREET, ASBURY PARK, NEW JERSEY
 (BLOCK 2508, LOT 9).**

THIS AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2019, by and between the City of Asbury Park, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, New Jersey 07712 (the “Grantor” or “City”), and Santander Bank, N.A., f/k/a Sovereign Bank, N.A., a national banking association, having an office at 824 North Market Street, Suite 100, Wilmington, Delaware 19801, and its successors and/or assigns (the “Grantee”).

WITNESSETH:

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

WHEREAS, the Grantee is the owner of the property located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey, which is more commonly known and designated as Block 2508, Lot 9 on the City’s official Tax Map (the “Property”); and

WHEREAS, the Grantee has requested that the Grantor allow it to use a portion of the public R.O.W. area along Main Street, which portion constitutes air space, for the replacement, repair and maintenance of an awning/canopy (the “Canopy”) above the entryway to the Grantee’s Property, which will extend volumetrically over a portion of the R.O.W. in front of the Property; and

WHEREAS, the proposed Canopy shall encroach into the air space of the public R.O.W. area in certain limited respects; and

WHEREAS, the easement area measures approximately sixty-five (65) square feet (the “easement area”), and is described in more detail in a legal description prepared by William DiMarzo & Son, Assoc., Inc., dated August 15, 2017, and last revised October 10, 2017, a copy of which is attached hereto as Exhibit “A,” and depicted in more detail on the attached Survey, entitled “Location Property Survey” of Lot 9, Block 2508, in the City of Asbury Park, Monmouth County, New Jersey, dated August 15, 2017, and last revised October 10, 2017, as prepared by William P. Swift, Professional Land Surveyor and Professional Planner, attached hereto as Exhibit “B”; and

WHEREAS, on _____, the City adopted Ordinance No. _____, which provided authorization for the conveyance of an easement over the R.O.W. area described in Exhibit “A” and depicted on Exhibit “B” to the Grantee for the consideration of Five Hundred Twenty Two Dollars (\$522.00); and

WHEREAS, a certified copy of Ordinance No. _____ (without attachments) is annexed hereto as Exhibit “C”; and

WHEREAS, the Ordinance recognized that this authorization was being provided to the Grantee to the extent that the Grantor has jurisdiction over the easement area in question, as described in Exhibit “A” and depicted on Exhibit “B,” and without making any affirmative representations with regard thereto; and

WHEREAS, to the extent that the Grantor has jurisdiction over the easement area and without making any affirmative representations with regard thereto, the Grantor is willing to allow the replacement and maintenance of the Canopy under the terms and conditions set forth herein; and

WHEREAS, the parties acknowledge that additional approvals may be required from other agencies or authorities for use of any public right-of-way areas that are outside of the jurisdiction of the Grantor.

NOW, THEREFORE, based upon the mutual promises, terms and conditions set forth below, and for the consideration of Five Hundred Twenty Two Dollars (\$522.00), the adequacy of which the parties hereto expressly acknowledge, the parties hereto agree as follows:

1. To the extent that the Grantor has jurisdiction over the easement area in question, and without making any affirmative representations with regard thereto, the Grantor hereby grants to the Grantee an assignable easement in perpetuity over a certain portion of the public right-of-way area (“R.O.W.”) which is described in Exhibit “A” and depicted on Exhibit “B” (the “easement area”), in order to allow for the replacement, repair and maintenance of an awning/canopy (the “Canopy”) above the entryway to the Grantee’s Property, which will extend volumetrically over a portion of the R.O.W. in front of the Property. The right to replace, repair and maintain the Canopy shall be a continuing right, permitting multiple replacements over time,

as deemed necessary by Grantee, in its sole discretion; however, the Grantee shall be required to obtain a construction permit from the Grantor for any replacement of the Canopy. Additionally, there shall be no expansion of the size, or change to the design, of the Canopy without additional approvals and permitting by the Grantor. Said approvals and permits shall be issued at the sole discretion of the Grantor.

2. The Grantee will exercise the privilege granted herein at the Grantee's own risk and agrees indemnify and hold harmless the Grantor, as well as all officials, employees and agents of the Grantor, against any and all liability for injury or damages sustained to any person or property relating to the Grantee's exercise of the rights granted herein, including reasonable legal fees, resulting from, arising out of, or in any way connected to the exercise of the rights granted to the Grantee, its successors and/or assigns, except to the extent that any claims or damages are caused by the gross negligence or willful misconduct of the Grantor.

3. The Grantee acknowledges that additional approvals may be required from other agencies and/or authorities, besides the Grantor, that may have jurisdiction over the easement area. Grantor represents, however, that it is unaware of any other specific agency or authority that presently has jurisdiction of the easement area. In any event, it is the Grantee's sole responsibility to investigate whether any other agencies or authorities have such jurisdiction and, if so, to obtain the requisite approval(s) from said agencies and/or authorities; provided, however, that the Grantor agrees to cooperate in any effort of the Grantee to obtain the consent of any such agency or authority to use of the easement area for the purpose stated herein.

4. The Grantor represents that it has not entered into any other license or easement agreement(s) with others for use of the easement area.

5. Use of the easement area by the Grantee and all successors in title and/or assigns shall only be for the Canopy identified herein, and for no other purpose(s).

6. The Grantee shall not install, erect or place any signage, or any other identifying markings of any type, within the easement area, nor shall it allow any signage or any other identifying markings of any type to be installed, erected or placed within the easement area, except as may be permitted by Grantor in the future, following proper application to the Mayor and Council of the Grantor and receipt of such permits and approvals as may be necessary to comply with City ordinances or to allow a variance therefrom. Issuance of said permits and approvals shall be at the sole discretion of the Grantor. If the Mayor and Council of the Grantor reject the Grantee's proposal(s) in this regard, then the Grantee shall not be permitted to install, erect or place signage or other identifying markings within the easement area.

7. This Agreement shall be recorded and shall be binding upon and inure to the benefit of the parties hereto, their grantees, successors, heirs and/or assigns and shall run with the land so that the same shall be binding on and inure to the benefit of all future owners of the Property. Any reference herein to the Grantee (including all responsibilities and restrictions

imposed upon the Grantee) shall apply to all future grantees, successors, heirs and/or assigns of the Property.

8. This Agreement may be amended and modified only by an instrument in writing, executed by the parties hereto, or their successors and/or assigns.

9. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

10. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. To the maximum extent permitted by law, the parties waive their respective rights to a trial by jury in any litigation or action arising out of or relating to this Agreement.

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

WITNESS:

Santander Bank, N.A.

Print Name: _____

By: _____
Title: _____

and

WITNESS:

Santander Bank, N.A.

Print Name: _____

By: _____
Title: _____

ATTEST:

City of Asbury Park

By: Cindy A. Dye
Title: Municipal Clerk

By: Honorable John Moor
Title: Mayor

COMMONWEALTH OF MASSACHUSETTS, COUNTY OF SUFFOLK SS:

I CERTIFY that on _____, 2019, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as _____ of SANTANDER BANK, N.A, a national banking association, (the "Entity"), the Entity named in this document; and
- (b) this document was voluntarily signed and delivered on behalf of the Entity with proper authorization.

NOTARY PUBLIC

COMMONWEALTH OF MASSACHUSETTS, COUNTY OF SUFFOLK SS:

I CERTIFY that on _____, 2019, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as _____ of SANTANDER BANK, N.A, a national banking association, (the "Entity"), the Entity named in this document; and
- (b) this document was voluntarily signed and delivered on behalf of the Entity with proper authorization.

NOTARY PUBLIC

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

I CERTIFY that on _____, 2019, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared CINDY A. DYE, and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the City Clerk of the City of Asbury Park, a New Jersey Municipal Corporation, the maker named in the within instrument;
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer, who is the Hon. John Moor, the Mayor of the City;
- (c) This document was signed and delivered by the Corporation as its voluntary act, duly authorized by a proper Ordinance of the Mayor and City Council (Ordinance No. _____, adopted on _____);
- (d) This person well and truly knows the corporate seal which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

NOTARY PUBLIC

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

EXHIBIT “A”

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

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WILLIAM DiMARZO & SON, ASSOC., INC.**SURVEYORS – PLANNERS**

2204 Morris Avenue, Suite 103

P.O. Box 1717

Union, New Jersey 07083-1717

Telephone: (908) 686-2380 / Fax : (908) 686-7640

Metes and Bounds Description

for

St. No. 308 Main Street**Tax Lot 9 Block 2508**

City of Asbury, Monmouth County, New Jersey

Beginning at a point on the easterly line of Main Street (a.k.a. N.J. State Highway Route No. 71) distant 66.67 feet northerly from the intersection of the said easterly line of Main Street with the northerly line of Mattison Avenue; thence,

- 1) Along the said easterly line of Main Street,
North 25 degrees 15 minutes East, 66.67 feet; thence,
- 2) South 64 degrees 45 minutes East, 123.33 feet; thence,
- 3) South 25 degrees 15 minutes West, 33.34 feet; thence,
- 4) North 64 degrees 45 minutes West, 7.69 feet; thence,
- 5) South 25 degrees 23 minutes West, 17.33 feet; thence,
- 6) North 64 degrees 45 minutes West, 55.57 feet; thence,
- 7) South 25 degrees 15 minutes West, 16.00 feet; thence,
- 8) North 64 degrees 45 minutes West, 60.00 feet to the
said easterly line of Main Street and the point and place
of beginning,

Lot Area = 7,075 S.F.

Above described property subject to a Canopy Easement (13 feet x 5 feet) being further described as:

Beginning at a point on the easterly line of Main Street (a.k.a. N.J. State Highway Route No. 71) distant 93.45 feet northerly from the intersection of the said easterly line of Main Street with the northerly line of Mattison Avenue; thence,

- 1) Along the said easterly line of Main Street,
North 25 degrees 15 minutes East, 13.0 feet; thence,
- 2) North 64 degrees 45 minutes West, 5.0 feet; thence,
- 3) South 25 degrees 15 minutes East, 13.0 feet; thence,
- 4) South 64 degrees 45 minutes East, 5.0 feet the point and place
of beginning,

Easement Area = 65 S.F.

The above description is drawn in accordance with a Location Property Survey
by William DiMarzo & Son Associates, Inc.,
dated August 15, 2017, revised October 10, 2017.

EXHIBIT “B”

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

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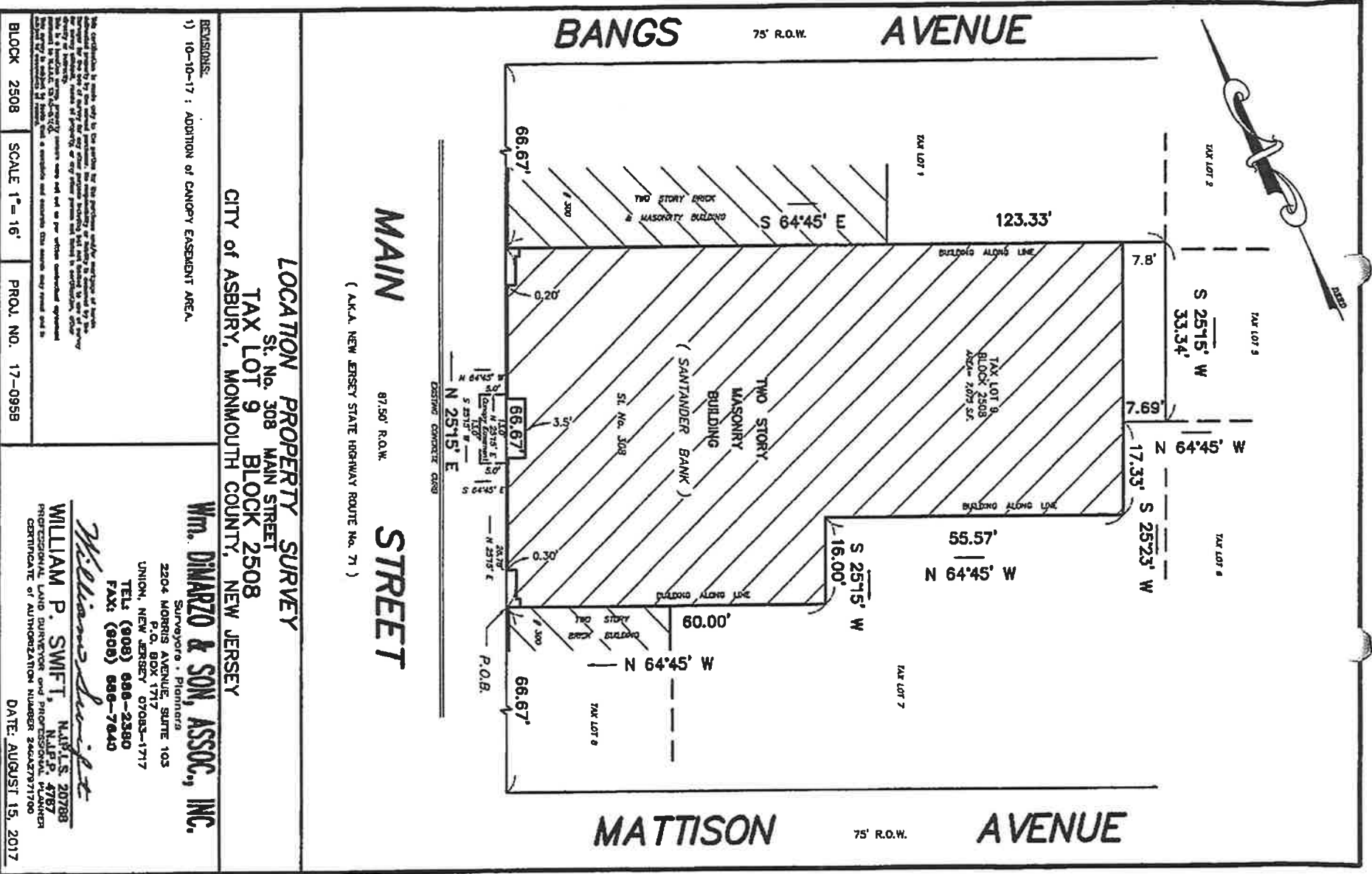


EXHIBIT “C”

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

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**Asbury Park, New Jersey
ORDINANCE NO. 2019-30**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VII OF THE
CODE OF THE CITY OF ASBURY PARK REGARDING TRAFFIC REGULATIONS**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations within the City; and

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

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee on a continuous basis; and

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

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended traffic regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-20 ONE-WAY STREETS.

7-20.1 Designated.

The following described streets or parts of streets are hereby designated as One-Way Streets in the direction indicated. Parking on these streets will be permitted on the sides indicated below.

<i>Name of Street</i>	<i>Direction</i>	<i>Limits</i>	<i>Parking Permitted</i>
Emory Street	North	Mattison Avenue to Fifth Avenue Deal Lake Drive	Both sides

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO.

2019-30 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-31**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING TRAFFIC AND
PARKING REGULATIONS (CHAPTER VII) DESIGNATING PARKING FOR
ELECTRIC OR PLUG-IN HYBRID VEHICLES**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning electric vehicle parking within the City; and

WHEREAS, since the adoption of the previous regulations, Greenspot JC, LLC, which was awarded a contract by the City to install EV charging stations and operate an EV car sharing service in the City, was awarded a grant from the NJ Department of Environmental Protection to install eight (8) dual-port electric vehicle chargers; and

WHEREAS, the installation of eight (8) dual-port electric vehicle chargers would result in the ability to provide electric vehicle charging for an additional four (4) parking spaces in the City; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended parking regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-43 PARKING FOR ELECTRIC OR PLUG-IN HYBRID VEHICLES.

7-43.2 Electric Vehicle Charging Area.

No person shall park a vehicle upon any of the streets or parts thereof listed below except an electric or hybrid plug-in vehicle.

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Sunset Avenue	South	Beginning at a point 25 feet from the westerly curblineline of Webb Street and continuing 45 70 feet westerly therefrom (total of 4 6 parking spaces)
Mattison Avenue	North	Beginning at a point 25 feet from the westerly

		curbline of Bond Street and continuing 100 feet westerly therefrom (total of 4 spaces)
Springwood Avenue	North	Beginning at a point 25 feet from the easterly curbline of Union Avenue and continuing 100 150 feet easterly therefrom (total of 4 6 spaces)

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-31 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-24**

**AN ORDINANCE AMENDING CHAPTER V BEACH, BOARDWALK AND
BEACHFRONT REGULATIONS POLICY” OF THE “CODE OF THE CITY OF
ASBURY PARK, NEW JERSEY.”**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Chapter V “Beach, Boardwalk and Beachfront” Section 5-4.22 “No Smoking or Littering of Tobacco Products on Public Beaches” of the “Code of the City of Asbury Park, New Jersey is hereby amended and supplemented in order to add the following:

**CHAPTER V
Beach, Boardwalk and Beachfront**

5-4.22 “No Smoking or Littering of Tobacco Products on Public Beaches”

This section shall now read as:

a. Smoking Prohibited on Certain Beaches. No person shall smoke any cigarettes, cigars or other tobacco products at any time on those public beaches as per Senate Bill 2534 introduced May 18, 2018 and effective January 16, 2019

.

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-24 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-25**

AN ORDINANCE AUTHORIZING THE CITY OF ASBURY PARK TO ACQUIRE THE REAL PROPERTY LOCATED AT 929 ASBURY AVENUE, ASBURY PARK, NEW JERSEY (BLOCK 403, LOT 11), FOR THE LOCATION OF A NEW FIREHOUSE AND ASSOCIATED FACILITIES.

WHEREAS, the current firehouse and related facilities which service the Asbury Park Fire Department and the Asbury Park Emergency Management Services (the “APEMS”) are situated at the property located at 800 Main Street in the City of Asbury Park (the “City”), more commonly known and designated as Block 2602, Lot 13 on the Asbury Park City Tax Map; and

WHEREAS, the current firehouse/facilities are no longer suitable or adequate to service the fire prevention or emergency management needs of the City; and

WHEREAS, the City has, for some time, been searching for an alternative location for the site of these necessary and vital functions; and

WHEREAS, the Mayor and Council of the City have determined that the property located at 929 Asbury Avenue, more commonly known and designated as Block 403, Lot 11 on the Asbury Park City Tax Map (the “Property”), which is currently under the record ownership of Daniel E. Bachman (the “Seller”), represents a suitable and viable location for the operation of the Asbury Park Fire Department, the APEMS and related functions on a permanent basis; and

WHEREAS, pursuant to the New Jersey “Local Lands and Buildings Law,” N.J.S.A. 40A:12-1, et seq., a municipality may acquire any real property, capital improvement, personal property, or any interest or estate whatsoever therein, by purchase, pursuant to the adoption of an Ordinance; and

WHEREAS, the City and the Seller have negotiated a proposed form of Contract (the “Contract”) for the Sale/Purchase of Real Estate which contains all of the terms and conditions associated with the City’s potential acquisition of the Property for the location of a new firehouse and associated facilities for fire prevention, emergency management services and related functions; and

WHEREAS, the City has previously adopted Bond Ordinance(s) which provide for the necessary funding associated with the purchase of the Property; and

WHEREAS, the Mayor and Council have determined that it would be in the best interests of the health, safety and welfare of the residents of the City, and the general public, to move forward to acquire the Property pursuant to the terms and conditions set forth in the Contract.

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

1. That, pursuant to N.J.S.A. 40A:12-1, et seq., the City is hereby authorized to acquire the property located at 929 Asbury Avenue within the City (Block 403, Lot 11) for the location of a new firehouse and associated facilities for fire prevention, emergency management services and related functions for the City.

2. That the City's acquisition of the Property is subject to and contingent upon the terms and conditions set forth in the Contract.
3. That all relevant City officials are authorized to execute any documents that are necessary in order to effectuate the acquisition of the Property, so long as said documents are in a form satisfactory to the City Manager and City Attorney.
4. That all relevant City officials are authorized to undertake all necessary activities in furtherance of the intentions of the within Ordinance and the Contract.
5. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
6. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
7. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-25 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-27**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER III
ESTABLISHING SECTION 3-39: USE OF ELECTRIC SCOOTERS**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain police regulations, such as operating bicycles within the City; and

WHEREAS, the State of New Jersey has recently approved legislation that legalizes the operation of low-speed electric vehicles, including electric scooters (e-scooters), on public streets in New Jersey; and

WHEREAS, e-scooters may play an integral role in achieving the City's goals to reduce vehicular congestion and parking demand while promoting sustainable transportation options; and

WHEREAS, e-scooter usage is anticipated to grow significantly in the City of Asbury Park with the impending launch of pilot e-scooter programs; and

WHEREAS, the rights and responsibilities of e-scooter operators are currently undefined in the City of Asbury Park; and

WHEREAS, the proposed additions to Chapter III outlined below aim to provide clarify regarding safe and legal riding of e-scooters and provide law enforcement with the necessary tools to promote the well-being of all street users in the City of Asbury Park; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend the regulations contained within Chapter III, entitled “Police Regulations,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended licensing regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter III, entitled “Police Regulations,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

3-39 USE OF ELECTRIC SCOOTERS.

3-39.1 Scope.

The provisions of this section shall apply whenever an electric scooter is operated upon any street or upon any public way within the City of Asbury Park, subject only to those exceptions stated in this section. Where the provisions of this Article contradict and/or overlap with any state laws, the state law shall govern.

3-39.2 Definitions.

As used in this article, the following terms shall have the meanings indicated:

Electric Scooter: A scooter with a floorboard that can be stood upon by the operator, with handlebars, and an electric motor that is capable of propelling the device with or without human propulsion at a maximum speed of less than 19 miles per hour.

Shared Electric Scooter: Any electric scooter owned by a company permitted to offer publicly accessible electric scooters through a pay-per-ride or subscription program.

Private Electric Scooter: Any electric scooter owned and operated by a private individual.

User: Any person who is operating an electric scooter.

3-39.3 Application of traffic laws to electric scooters.

Every rider of an electric scooter shall obey all traffic regulations as established by N.J.S.A. 39:4-1 et seq., and all ordinances passed by the City as to the regulations of traffic on stop streets, one-way streets and through streets.

3-39.4 Electric scooter rules and regulations.

a. Obedience to traffic control devices.

1. Any person operating an electric scooter shall obey the instructions of official traffic control signs, and other control devices applicable to vehicles, unless otherwise directed by a police officer.
2. Whenever authorized signs are erected indicating that a turning movement is restricted no person operating an electric scooter shall disobey the direction of any such sign, except where that person dismounts from the electric scooter to make the turn, in which event such person shall then obey the regulations applicable to pedestrians.
3. No person shall ride or operate an electric scooter in any direction except that permitted of vehicular traffic traveling on the same side of the roadway.
4. Any person operating an electric scooter shall stop for pedestrians in crosswalks.

b. Riding on roadways and bicycle paths generally.

1. Every person operating an electric scooter upon a roadway shall ride as near to the right hand side of the roadway as practicable, exercising due care when passing a standing

vehicle or a vehicle proceeding in the same direction, unless an exclusive bicycle lane is provided.

2. Persons riding an electric scooter upon a roadway shall not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles.
3. Whenever a bicycle lane has been established on a roadway, any person operating an electric scooter upon the roadway at a speed less than the normal speed of traffic moving in the same direction shall ride within the bicycle lane, except that such a person may move out of the lane under any of the following situations:
 - a. Whenever overtaking or passing another electric scooter, bicycle, vehicle, or pedestrian within the lane or about to enter the lane if such overtaking and passing cannot be done safely within the lane.
 - b. When preparing for a turn at an intersection or into a private road or driveway.
 - c. When reasonably necessary to leave the bicycle lane to avoid debris or other hazardous conditions.

c. *User age restrictions.* No person younger than 18 shall operate an electric scooter.

d. *Manner of riding an electric scooter.* No electric scooter shall be used to carry more persons at one time than the number for which it is designed and equipped.

e. *Speed restrictions.* No person shall operate an electric scooter at a speed greater than is reasonable and prudent under the condition then existing provided it does not exceed 19 miles per hour.

f. *Yielding right-of-way from a bicycle path.* Every person operating an electric scooter on a bike path that is about to enter or cross a roadway shall yield the right-of-way to all traffic on such roadway.

h. *Electric scooters emerging from alleys or driveways; yielding right-of-way.* The operator of an electric scooter emerging from an alleyway, driveway, or building shall, upon approaching a sidewalk area extending across any alleyway or driveway, yield the right-of-way to all pedestrians or bicyclists approaching on the sidewalk or sidewalk area. Upon entering the roadway, the user shall yield the right-of-way to all vehicles approaching on the roadway.

i. *Attachment to motor vehicles.* No person riding upon any electric scooter shall attach the same or themselves to any vehicle upon a roadway and no operator of any vehicle shall knowingly allow any person riding upon any electric scooter to attach the same or themselves to the vehicle.

j. *Riding on sidewalks.*

1. No person shall ride an electric scooter upon a sidewalk.
2. Any person traveling on the sidewalk with an electric scooter shall dismount before entering the sidewalk thoroughway and walk the electric scooter along the sidewalk.
3. No person shall start or stop an electric scooter trip on the sidewalk.

k. *Carrying articles.* No person operating an electric scooter shall carry any package, bundle, or article which prevents the user from keeping both hands upon the handlebars.

l. *Lamps and equipment on electric scooters.*

1. Electric scooters in use at nighttime shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least 500 feet to the front with a lamp emitting a red light visible from a distance of 500 feet to the rear.
2. An electric scooter shall not be equipped with, nor shall any person use, any siren or whistle upon an electric scooter.
3. Electric scooters shall be equipped with a brake which will enable the operator to make the braked wheel skid on dry, level, clean pavement.
4. Electric scooters shall be equipped with a bell or other audible signal for the purposes of overtaking and passing any pedestrians, bicycles, or other electric scooters.
5. Electric scooters shall be equipped with a kick stand to prevent them from toppling over when parked.

m. *Electric scooter parking.*

1. Electric scooters shall be parked in designated electric scooter parking areas if they are available and advertised as such by either signage, pavement markings, or racks.
2. Electric scooters may be attached or secured to bicycle racks with a U-lock, chain lock, or any type of lock made specifically for bicycles. No person shall attach or secure an electric scooter to any fixed object not suited for electric scooter parking. No person shall leave an electric scooter lying on or standing upon the sidewalk in such a manner as to hinder or impede pedestrians.

n. *Abandonment of electric scooters.*

1. An electric scooter may be deemed abandoned by the City if:
 - a. It has been parked for a period of seven or more consecutive calendar days in the same location; or
 - b. It appears visually to be in a state of prolonged disuse such that it has deflated tires, damaged or missing equipment making it inoperable, accumulated leaves and debris associated with it; or
 - c. Seventy-five percent or more of the electric scooter is rusted; or
 - d. It is found in any other condition in which an electric scooter would be deemed abandoned.
2. It shall be unlawful for any person to abandon any electric scooter within the City.

3. In the event that an electric scooter is deemed to be abandoned by the City, the Police Department shall have the authority to remove the scooter from its location by any means necessary and be disposed of by the City.

o. *Shared electric scooter rental restriction.* The shared electric scooter user shall be the same person who made the rental reservation. No person shall rent a shared electric scooter for another user.

p. *Electric scooter charging.* No electric scooter battery shall be recharged in the public right-of-way without prior written authorization from the City.

q. *Electric scooter disposal.* All electric scooters shall be disposed of in a manner in accordance with State and Federal regulations as they relate to hazardous materials disposal.

3-39.5 Penalties.

Penalties for violation of this chapter shall be as prescribed by State Statute (N.J.S.A. 39:4-10 through 39:4-14.15). For any violations other than those covered by the aforementioned statutes, the penalties shall be as follows: For the first offense, there shall be a fine not to exceed fifty (\$50.00) dollars; For each subsequent offense, there shall be a fine not to exceed one hundred (\$100.00) dollars.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-27 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-28**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VIII
ESTABLISHING ARTICLE IV: VALET PARKING**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain regulations for licensing of taxicabs, liveries, pedicabs and jitneys within the City; and

WHEREAS, a need has been identified to provide for valet parking services to serve the commercial areas of the City; and

WHEREAS, in order to provide an option for visitors to find available parking during peak demand periods, the City intends to conduct a valet parking pilot program; and

WHEREAS, individual businesses may choose to direct customers to the City's valet parking program or operate their own valet parking service; and

WHEREAS, no regulations regarding the operation of valet parking services in the City currently exist; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend the regulations contained within Chapter VIII, entitled “Licensing and Regulation of Taxicabs, Liveries and Pedicabs,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended licensing regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VIII, entitled “Licensing and Regulation of Taxicabs, Liveries and Pedicabs,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

ARTICLE IV VALET PARKING

8-36 Definitions.

As used in this article:

Valet Parking shall mean and include any person, firm or corporation engaged in, conducting or managing the receiving, taking possession of, driving, moving, parking, or leaving standing other persons’ motor vehicles, whether or not a charge is levied, and

whether or not such persons are employed by, or under contract to the business for which the vehicles are being parked.

Valet Parking Operator shall mean any person engaged in the business of Valet Parking.

Valet Parking Attendant shall mean any employee or agent of the Valet Parking Operator, who receives, takes possession of or moves any vehicle, or who handles the keys to any vehicle left with the attendant for Valet Parking.

Public Right-of-Way shall mean any area dedicated for public use as a public street, pedestrian way or other thoroughfare, including but not limited to, roadways, parkways, alleys, sidewalks and pedestrian ways.

Ramping shall refer to an area of right-of-way or parking facility where vehicles are permitted to be stopped in order to transfer the vehicle from a customer to a Valet Parking Attendant for the purpose of parking the vehicle at another location.

8-37 License; Rules and Regulations.

8-37.1 Required.

No person, establishment or entity shall conduct or engage in any valet parking operation upon any portion of the public right-of-way or utilize a City-owned public parking facility, except under the terms and conditions under the operator's valet parking license. Using the public street or right-of-way for drop-off and pick-up of vehicles in any manner must be done under the terms and conditions of the valet parking license.

8-37.2 Application.

Valet parking service shall be operated only by the City of Asbury Park or additional commercially licensed and insured vendors of parking services holding valid city valet parking licenses.

8-37.3 Fee.

- a. The annual license fee for establishing or maintaining a valet parking service shall be \$300, with an application fee of \$100.
- b. *Exceptions.* The annual license fee may be waived for any valet parking service operator which is contracted directly by the City of Asbury Park.

8-37.4 Issuance.

Permits shall be issued only to permittees/operators that provide certification, in a format approved by the City Clerk and City attorney, that they have procured sufficient accessible off-street parking spaces for their valet parking services. On-street parking spaces shall not be included in the computation of sufficient parking spaces for valet parking. Agreements with owners of private parking lots for use by the valet parking service shall be provided to the City prior to issuance of a license.

8-37.5 Liability Insurance Required; Power of Attorney.

- a. Prior to the issuance of a permit, the permittee/valet operator shall furnish the City Clerk with a signed statement, approved by the City attorney, that the permittee/operator shall hold harmless, indemnify and defend the City of Asbury Park, its officers and employees, for any claims for damages to property or injury to persons which may be occasioned by any activity carried on under the terms of the permit.
- b. Permittee shall furnish and maintain such public liability and property damage insurance a minimum of \$2,000,000 to protect all from claims and damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith.
- c. The permittee/operator shall provide proof of all required insurance prior to receiving the permit.

8-37.6 Valet Permittees/Operators Regulations and Code of Conduct.

- a. The permittee/operator shall maintain a key control booth at all valet parking locations until all cars have been claimed; or the permittee/operator shall have a 24-hour phone number for after-hours vehicle pick up information.
- b. All employees who operate motor vehicles shall have in their possession a valid State-issued driver's license in good standing and shall abide by all state New Jersey traffic regulations.
- c. All employees who shall operate motor vehicles shall do so in a safe and responsible manner.
- d. All employees shall be in uniforms identifying their names and the name of the valet operator/company.
- e. All employees should perform their duties in a courteous and professional manner.
- f. Valet Operators shall supply sufficient resources to process the volume of vehicles generated without impeding the safe flow of traffic. Ramping from a moving lane of traffic is strictly prohibited. Vehicles shall not be stored in ramping areas. Ramping of vehicles shall consist of allowing customers to enter or exit a vehicle and to turn it over to or retrieve it from valet employees. Ramping on public property shall not occur in any location other than the on-street/curbside spaces provided for ramping.
- g. Storage of vehicles shall only be in private off-street parking spaces or in leased municipal spaces as provided the by the City of Asbury Park. Valet operators shall clearly identify the vehicles in their possession during the entire period that the vehicle is in their possession.

8-37.7 Special Events and Residential Areas

Valet Services operating for a special event may apply for a special event permit through the City's Office of Special Events. Special event parking shall be restricted to any event occurring no more than four times per year and lasting no longer than 8 hours in length. The special event permit will allow the valet operator to request from the City additional ramping and/or storage space, if available.

8-37.8 Violations

- a. It shall be unlawful for a valet operator to provide or engage in valet parking service without a valid parking license issued pursuant to this article. A valet parking permit that has expired or has been suspended or revoked is not a valid permit.
- b. It shall be unlawful for a valet operator to provide or engage in valet parking service in violation of the terms and conditions of a valet parking permit that pertains to the valet parking service
- c. It shall be unlawful for a valet operator to stop or direct traffic.

8-37.9 Enforcement

Any person who violates Sec. 8-37.8 shall be subject to a civil penalty of \$100 for each violation and \$50 for each day the violation occurs.

8-37.10 Rental and Operation of Municipal Parking Spaces

- a. *Rental and Operation of Municipal Spaces* - The City of Asbury Park shall rent to the valet operator public on-street/curbside spaces that shall only be used for ramping of vehicles. In no event shall long-term storage take place in the ramp space rented. Vehicles shall not be stored in ramp area. A vehicle will be considered sore if it remains in the ramp area for more than fifteen (15) minutes. Ramping of vehicles shall consist of allowing customers to enter or exit a vehicle and to turn it over to or retrieve it from valet employees. Ramping shall only be operated in the public on-street/curbside spaces provided by the City of Asbury Park for ramping.
- b. Ramping on public property shall not occur in any location other than the on-street/curbside spaces provided for ramping. Leased spaces shall not be blocked by any type of sign, structure, or other type of object. Leased spaces shall not be cordoned off by any type of signage, rope or barrier of any kind, except for signage approved by the City of Asbury Park. At its sole discretion and judgment, the City of Asbury Park shall provide to the valet operator sufficient ramping space in a close proximity to the establishment being serviced, if sufficient spaces are available. If there is not sufficient space available for rental in front of the establishment, the City of Asbury Park shall lease spaces as close to the establishment as possible. Notwithstanding the above, ramping will not be allowed if the City of Asbury Park determines, at its sole discretion, that is would be an unsafe activity at that location.
- c. *Rental Fees For Public On-Street/Curbside Spaces* - The fees for use of rented spaces shall be \$15 per space/per day, seven (7) days per week for up to twelve hours per day. Fees assessed for 24 hour per day use shall be \$30 per day per space. Fees shall be paid bi-weekly, two (2) weeks in advance, commencing on the date the locations are rented to the valet operator by the City of Asbury Park. All additions or changes to existing leased public on-street/curbside parking spaces for ramping shall be paid upon request. All valet space lease requests shall be required in writing to the City of Asbury Park a minimum of twenty-four (24) hours in advance and received no later than 2:00 PM daily. Exceptions and lease cancellations not made within the prescribed period will be assessed a \$25

processing fee. Ramping fees may be waived or negotiated for any valet parking service operator which is contracted directly by the City of Asbury Park.

- d. *Number of Spaces Leased For Ramping* - The amount of ramping spaces available to the valet operator shall be determined by the frontage of the establishment being serviced provided there is sufficient public on-street/curbside spaces available for ramping, as determined in the sole discretion of the City of Asbury Park.
- e. *Subletting* - Leased public on-street/curbside or off-street spaces may not be sublet to another valet parking operator under any circumstance.

8-38 Cancellation and Revocation

The City shall cancel and revoke the permit if the valet operator no longer services the commercial establishment, which authorized its operation at that location. This cancellation and revocation may be effective whether the valet operator voluntarily discontinues the service to the establishment, the establishment cancels or revokes authorization for the valet parking operator to service the location, or the City of Asbury Park cancels and revokes authorization for the valet operator to service the location.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-28 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, July 10, 2019
WORK SESSION

Announcement by the City Clerk

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 6:30 PM.

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

City Manager Michael Capabianco had no prior issues to be raised

Special Event Applications

Leesha Flyod informed the City Council that the one application that was to be reviewed has been withdrawn by the applicant.

Items to be presented by:

None at this time.

Review of Agenda Items for July 10, 2019 Regular Meeting

City Manager Capabianco reviewed the Council agenda items with the Council.

Matters from City Council

Council Member Chapman stated that on July 30 at 10: 00 am Coffee with a Council person will be held at Bosskerdoe and invited all to attend, Music Mondays in Springwood Park the Mighty Kings of Soul will be the next performance. The Sunset Lake Park cleanup will be on July 13. The Nutcracker in July will be at the Carousel Building on Sunday July 14 and this event is free.

Council member Clayton stated that free expungement services will be on July 13 at 11:00 am at the St. Stephen AMEZ Church, Family Day at the beach will be held on Saturday July 13 from 12-5 on the 8th Ave Beach and its free of charge.

Council member Kendle stated that movies in the park was a great success and the next movie will be spider man and he reminded all to bring a lawn chair.

Deputy Mayor Quinn thanked all the First Responders Police, Fire, EMS who arrived at the shooting on the Boardwalk, she also thank the employees of the Crepe Shop who administered first aid to the victims and also thanked the Manalapan Police Officer who made the arrest. Siren arts will be conducting a performance every Thursday evening at the Second Ave beach free of charge.

Mayor Moor stated that the back to school drive has begun and you can drop off your donations at City Hall and thank you to the Surfrider for a great event.

Matters from City Manager

None at this time.

Matters from City Attorney

None at this time.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, July 10, 2019
REGULAR MEETING

Executive Session - 4:00 p.m.

2019-242 Resolution Authorizing a meeting which excludes the public

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

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Late	7:03 PM
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Absent	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	
Melody Hartsgrove	Deputy City Clerk	Present	

Deputy City Clerk Melody Hartsgrove called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

MINUTES

1. Municipal Council - Work Session - Jun 26, 2019 6:00 PM
2. Municipal Council - Regular Meeting - Jun 26, 2019 7:00 PM

CONSENT AGENDA RESOLUTIONS

2019-243 was withdrawn by the applicant.

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

2019-243 Resolution Approving Special Event Applications

2019-243 was withdrawn.

2019-244 Resolution Authorizing Purchase of Ammunition for the Police Department

2019-245 Resolution to Refund Overpaid Taxes Due to a Tax Court Judgment Block 3202 Lot 11
700 Grand Avenue

2019-246 Resolution Authorizing the Disposition of Surplus Property - Electronics

2019-247 Awarding Bid for the Opticom (or Equivalent) GPS Preemption & Activated Traffic System

2019-248 Authorizing the City of Asbury Park to Enter Into a Memorandum of Understanding ("MOU") with AT&T

2019-249 Authorizing the City of Asbury Park to Enter Into a Memorandum of Understanding ("MOU") with Verizon

INDIVIDUAL RESOLUTIONS

2019-250 Resolution Approving Payment of Bills

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

2019-251 Authorizing the Execution of a "Use and License Agreement" With SHN Festivals, LLC, and Related Documents, Concerning a Live Cultural Music and Art Festival to be Held in a designated Portion of the Asbury Park Waterfront Area

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

2019-252 Authorizing a Professional Services Contract to T&M Associates to Prepare Documents for the proposed North End Boardwalk improvements

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

2019-253 Resolution Authorizing Change Order Number 1 to Monmouth County for Road Repaving.

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

2019-254 Resolution Approving Appointments to the City of Asbury Park Green Team
Yvonne Adams was the appointee to the Green Team.

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

2019-255 Appointing Members to The Zoning Board of Adjustment of the City of Asbury Park
Surinder Aggarwal was the appointee to the Zoning Board .

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

2019-256 A Resolution Of The Mayor And Council Of The City of Asbury Park, Acting As The Redevelopment Entity, Granting Conceptual Approval To Regional Development Group, LLC Regarding residential development on Block 3901, Lot 11; 215 First Avenue, And Referring The Matter To The Planning Board For Appropriate Approvals

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

2019-257 Resolution of the Mayor and City Council of the City of Asbury Park Referring Proposed Amendment to the Scattered Site Redevelopment Program 1A Redevelopment Plan to The City of Asbury Park Planning Board, and Directing the Planning Board to Take Certain Actions Pursuant to N.J.S.A. 40A:12A-7(e).

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

2019-258 Resolution of the Mayor and City Council of The City of Asbury Park to enter into A Subsequent Developer Agreement with Regional Development Group, LLC for the development of property located at Block 3901, Lot 11 (215 First Avenue)

Motion to table was made by Deputy Mayor Quinn and seconded by Council Member Chapman.

RESULT:	TABLED [UNANIMOUS]
	Next: 7/24/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-259 Resolution Authorizing The City of Asbury Park To Grant An Assignable License To Permit An Encroachment Over A Certain Portion Of The Right-Of-Way Area (Air Space) Adjacent To The Property Located At 306 (A/K/A 308) Main Street (Block 2508, Lot 9), and To Execute a License Agreement Associated Therewith.

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

2019-260 Resolution Approving 2019-2020 Alcoholic Beverage Control License For Asbury Music Company a/k/a The Saint in the City of Asbury Park, County of Monmouth, New Jersey

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

2019-261 Resolution Approving a Liquor License #1303-32-038-006 for Ohana Kitschen Company For The 2019-2020 License Term

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

ORDINANCES

Introduction

2019-22 Authorizing the City of Asbury Park to Convey an Easement Over a Certain Portion of the Right-Of-Way Area (Air Space) Adjacent to the Property Located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey (Block 2508, Lot 9)

Motion made by Council Person Chapman and seconded by Council Member Clayton.

RESULT:	DEFEATED [0 TO 5]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
NAYS:	Chapman, Clayton, Kendle, Quinn, Moor

2019-30 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 8/14/2019 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-31 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations (Chapter VII) Designating Parking for Electric or Plug-In Hybrid Vehicles

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 8/14/2019 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2019-24 An Ordinance Amending Chapter V Beach, Boardwalk and Beachfront Regulations Policy” of the “Code of the City of Asbury Park, New Jersey.”

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to open Ordinance 2019-24 to the public. All in favor. No one from the public spoke.

Motion by Council Member Kendle and seconded by Council Member Chapman to close Ordinance 2019-24 to the public. All in favor.

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

2019-25 An Ordinance Authorizing the City Of Asbury Park to Acquire The Real Property Located At 929 Asbury Avenue, Asbury Park, New Jersey (Block 403, Lot 11), For the Location Of A New Firehouse and Associated Facilities.

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to Table Ordinance 2019-25. With all in Favor .

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

2019-27 Ordinance of the City of Asbury Park Amending Chapter III Establishing Section 3-39: Use of Electric Scooters

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to open Ordinance 2019-27 to the public. All in favor. Rita Marano spoke.

Motion by Council Member Kendle and seconded by Council Member Chapman to close Ordinance 2019-27 to the public. All in favor

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

2019-28 Ordinance of the City of Asbury Park Amending Chapter VIII Establishing Article IV:
Valet Parking

RESULT:	TABLED [UNANIMOUS]
	Next: 8/14/2019 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 8:10 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk