



Agenda  
Meeting of the Municipal Council  
Wednesday, July 12, 2023  
REGULAR MEETING 6:00 PM

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

2023-367 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. 1012 Asbury Avenue
2. Lexipol Police Training Module
3. 512-514 Summerfield Avenue
4. Kingsley Street, Webb Street, Sixth and Seventh Avenues; Block 4201, Lots 2, 6 & 7

B. Potential Litigation

1. Asbury Park Tenants - Lowenstein Sandler Letter June 2023

C. Litigation

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board
2. The Lake Group AP, LLC vs. City of Asbury Park
3. Breakwater Treatment & Wellness Corp V. Asbury Park Zoning Board of Adjustment

D. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The

Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 3, 2023, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items to be Presented:

1. Urban Enterprise Zone 2023 Budget Proposal
- Matters from City Council  
Matters from City Manager  
Matters from City Attorney

**III. Regular Meeting**

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting June 28, 2023 4:00 PM
- Municipal Council - Regular Meeting - Jun 28, 2023 6:00 PM

C. Consent Agenda Resolutions

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

2023-368 Resolution Authorizing Appointments to the “Asbury Park TV Cable Advisory Committee”

2023-369 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Pettibone Paradise, LLC in the City of Asbury Park, County of Monmouth, New Jersey

D. Individual Resolutions

2023-370 Resolution Approving Payment of Bills

2023-348 Resolution Authorizing a Professional Services Contract to The Rodger's Group (Lexipol) for Police Training

2023-352 Resolution to Amend Resolution #2023-310 Awarding Contract for Professional Service of Analysis of Impediments to Fair Housing Choice

2023-371 Resolution Authorizing A Contract With Jersey Professional Management For Executive Recruitment Services

2023-372 Resolution of The Mayor and City Council of The City of Asbury Park Referring A Proposed Revised Electric Vehicle Ordinance to The City of

Asbury Park Planning Board, And Directing the Planning Board to Take Certain Actions Pursuant to The New Jersey Municipal Land Use Law.

2023-373 Resolution In Opposition To The Proposed Keasbey Energy Center And Seeking Competitive Power Ventures To Pursue A Renewable Power Generation Facility

2023-374 Resolution of the Mayor and City Council of The City of Asbury Park to Enter into a Third Amendment of the Subsequent Developer Agreement with AP Block 4001 Venture Urban Renewal, LLC to Extend the Outside Approvals Date in connection with the Development of Property Located at Block 4001, Lots 2-15 (Currently Block 4001, Lots 2.01, 2.02 and 2.03)

E. Ordinances

1. Second Reading/Public Hearing

2023-25 BOND ORDINANCE AMENDING AND SUPPLEMENTING BOND ORDINANCE NUMBER 2022-08 (WHICH PROVIDES FOR TRANSPORTATION UTILITY IMPROVEMENTS) HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON JUNE 8, 2022, TO INCREASE THE APPROPRIATION BY \$600,000 AND TO INCREASE THE AUTHORIZATION OF BONDS OR NOTES BY \$600,000

2023-26 Ordinance of The City of Asbury Park Authorizing The Execution of A Financial Agreement With Toll Asbury Park Urban Renewal, LLC And Granting A Tax Exemption for property known as Block 3101, Lot 1 (407 Lake Avenue)

2023-27 Ordinance of The City Of Asbury Park, In The County Of Monmouth, State of New Jersey, Providing For The Special Assessment of The Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility And Other Infrastructure Improvements On Block 3103, Lot 1 Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof

2023-28 Ordinance Amending And Supplementing Chapter 17, Entitled "Communication Facilities Right-Of-Way Permits," Of "The Code Of The City Of Asbury Park"

F. Adjournment



## RESOLUTION NO. 2023-367

### 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 12, 2023 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

#### **A. Contract Negotiations:**

1. 1012 Asbury Avenue
2. Lexipol Police Training Module
3. 512-514 Summerfield Avenue
4. Kingsley Street, Webb Street, Sixth and Seventh Avenues; Block 4201, Lots 2, 6 & 7

#### **B. Potential Litigation**

1. Asbury Park Tenants - Lowenstein Sandler Letter June 2023

#### **C. Litigation**

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board
2. The Lake Group AP, LLC vs. City of Asbury Park
3. Breakwater Treatment & Wellness Corp V. Asbury Park Zoning Board of Adjustment

#### **D. Attorney-Client Privilege:**

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

LISA ESPOSITO  
CITY CLERK

# FY 2023 Proposed UEZ Projects Total available \$1,057,718

2.1.a

## Public Safety Offset for the Business Community (Police Foot Patrols)

\$264,430.00 (25%)

- Increased security for conducting commerce for businesses and customers alike
- Businesses pleased with FY 2022 foot patrols
- Officers developing personal relationship with business owners/managers

*See attached slide for additional information*

## Urban Enterprise Business Development Administrator

\$105,772.00 (10%)

Dedicated personnel as a single point of contact for businesses to address their concerns and assist in navigating UEZ enrollment and programs.

## Employee Retention Stipend

\$125,000.00

- Assists businesses open year-round during slow months and/or those that need to shutdown for retooling
- Employer must choose only 25% of the employees rif'd to receive stipend, City match employer's stipend and allow for only 90 days

*See attached slide for additional information*

## Business Expansion/Improvement Loans

\$500,000.00 (revolving)

- Invests in businesses already located in the City and wishing to grow
- Repayments become "second generation funds" allowing the program to continue without the need for additional funding by the City
- Tiered loan amounts allow program to benefit both small and medium sized businesses
- Loans will be underwritten and administered by City personnel

*See attached slide for additional information*

## Made in Asbury Park

\$62,517.00 (remainder)

Advertising campaign highlighting the City as a place to create, make and sell that will periodically feature different participating businesses; culminating in a one-day market to be held in February 2024.

*See attached slide for additional information*

## FY 2023 - **Public Safety** Offset for the Business Community (Police Foot Patrols) Proposed Allocation - \$264,430.00

### Current Program:

-Weekly APPD schedules officers walk the City's Urban Enterprise Zone. Sign-up sheets are posted weekly and officers are able to voluntarily sign up. The program was implemented in May 2023. The Police Department provides the UEZ Coordinator with weekly reports of the hours worked and wages earned.

-Businesses reported they were very pleased to see the officers in uniform walking on the sidewalks.

-Businesses reported that some officers stopped in their shops to introduce themselves and say hello.

It is proposed that this program be continued with the maximum amount allowable under the UEZ law:  
25% of the total allocation for the year.  $\$1,057,718.00 \times 25\% = \$264,430.00$

## FY 2023 – Employee Retention Stipend Proposed Allocation - \$125,000.00

It is suggested that the City create an Employee Retention Stipend Program

- Year-round businesses have financial stress during the January – Mid-March time period. Many of these businesses believe they should receive some sort of support from the City, for remaining open in the “Off-season”. Further, many of these businesses complain that their employees are poached by the seasonal businesses that open only for the summer.
- Businesses that need to temporarily decrease/stop operations to allow for an expansion/improvement to their business.

Employer would apply

- Stipend available to 25% of the total number of employees laid off (select only the most valuable employees)
- Stipend amount will match employer's benefit amount
- Stipend paid for no longer than 90 calendar days

Employee

- Must have been employed full-time for at least 6 months at time of application
- May not file for unemployment insurance benefits during the stipend period

City will create an Employee Retention Incentive application for employers to submit to the UEZ Business Development Administrator

## FY 2023 – Business Expansion/Improvement Loans

### Proposal amount - \$500,000.00

It is proposed that the City implement a revolving business loan program. This would encourage UEZ business expansion and improvement and to enable UEZ businesses to obtain cost effective loans for this purpose. It is proposed that \$500,000.00 obligated for this program.

Loan amounts will be tiered depending upon the size of the employer's workforce.

**Tiered** loan amounts allow program to have a commensurate beneficial impact on both small and medium sized businesses

- Under 25 employees-\$50,000.00 max
- 25 or more employees-\$250,000.00 max
- Provides for a minimum of 2 loans and a maximum of 10

This is a direct investment in the Asbury Park business community members that want to grow, expand, improve and/or innovate. As a result, these businesses may hire more employees, and we can consider **forgiving part of the loan principal** if the business **hires City resident(s)** as additional employees during the term of the loan.

The loan would have terms more favorable than those available on the open market (interest rates below prime and no closing costs) plus, the **loans will be processed efficiently and diligently**, so that the money can be put to work ASAP.

Repayments become **"second generation funds"** allowing the program to continue without the need for additional funding by the City. \*Not reinvested if part of loan forgiven for job creation.

Loans will be underwritten and administered by City personnel which will save time and money.

## FY 2023 – Made in Asbury Park Proposed Allocation - \$62,517.00

It is proposed that the UEZ funds be used to sponsor a “Made in Asbury Park” campaign and one-day market. There are many products not only sold but *made* right here in Asbury Park. It is proposed that after providing for public safety, UEZ administration, business loans and employee retention stipends, this would be a good use of the remaining funds. The campaign could become an annual (and growing) event if successful.

- There are over 30 products/spirits/brews/coffee that are made in Asbury Park – ranging from clothing to surfboards to guitars.
- Today’s consumers like to support local manufacturing and value that they know who makes the products – there’s a story behind a product.
- This program will comprise of showcasing these manufacturers in various social media posts and culminate in a market-making fair at a local indoor vendor during the Winter of 2024.
- We will notify all the City restaurants and taverns once the fair is scheduled, so they can expect an increase in visitors to the City.
- We have met with the COC, and they are very enthused about this project and want to be involved in the development and roll-out of the campaign and market.

**FY2023 Urban Enterprise Zone Assistance Fund Allocation for:  
City of Asbury Park, Monmouth County**

**Asbury Park ZAF**

**\$1,057,718**

**Notes**

|       |                                                                                                                                                                                                                          |           |  |             |                                                                                                               |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--|-------------|---------------------------------------------------------------------------------------------------------------|
| 1     | Public Safety                                                                                                                                                                                                            | 25%       |  | \$264,430   |                                                                                                               |
|       | Offset for public safety staffing and resourcing in UEZ areas                                                                                                                                                            |           |  |             | Entire allocation will be utilized to offset staffing expenditures.                                           |
| 2     | UEZ Business Development Administrator                                                                                                                                                                                   | 10%       |  | \$105,772   |                                                                                                               |
|       | Personnel to act as UEZ Administrator and single POC for businesses to work through UEZ compliance as well as new and renewal Mercantile licensing and enforcement                                                       |           |  |             | Entire allocation will be utilized to offset staffing expenditures for UEZ Administrator.                     |
| 3     | UEZ Business Expansion/Improvement Loan                                                                                                                                                                                  | \$500,000 |  | \$500,000   |                                                                                                               |
|       | Each loan amount will be tiered depening on size of the applicant's workforce: Under 25 employees - \$50,000. max; 25 or more employees - \$250,000. max. Every loan will be below prime and approved by Mayor & Council |           |  |             | Dir. of Com. Dev. will do all screening and underwriting before being presented to Mayor & Council.           |
| 4     | UEZ Employee Retention Stipend Program                                                                                                                                                                                   | \$125,000 |  | \$125,000   |                                                                                                               |
|       | Application will be by employer for 25% of employees RIF'd, matching amount, and for a maximum of 90 days.                                                                                                               |           |  |             | Dollar amount is not limited; rather tied to employer's most valued employees.                                |
| 5     | Made in Asbury Park                                                                                                                                                                                                      | \$62,517  |  | \$62,517    |                                                                                                               |
|       | Over 25 businesses identified in Asbury Park that create their own products and sell them here. This will culminate in a market-making trade show to be scheduled for February 2024.                                     |           |  |             | Funds will be used to rent a hall for the trade show and to promote and advertise the products and the event. |
| Total |                                                                                                                                                                                                                          |           |  | \$1,057,718 |                                                                                                               |



Minutes  
Meeting of the Municipal Council  
Wednesday, June 28, 2023  
REGULAR MEETING

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

2023-320 Resolution Authorizing a meeting which excludes the public

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

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

Call to Order/Roll Call

| Attendee Name         | Title             | Status  | Arrived |
|-----------------------|-------------------|---------|---------|
| Angela Ahbez-Anderson | Councilmember     | Present |         |
| Eileen Chapman        | Councilmember     | Present |         |
| Yvonne Clayton        | Councilmember     | Present |         |
| Amy Quinn             | Deputy Mayor      | Present |         |
| John Moor             | Mayor             | Present |         |
| Donna Vieiro          | City Manager      | Present |         |
| Frederick Raffetto    | City Attorney     | Present |         |
| Lisa Esposito         | City Clerk        | Present |         |
| Anthony Cucci         | Deputy City Clerk | Absent  |         |

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

**SPECIAL EVENT APPLICATIONS:**

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

Minutes Acceptance: Minutes of Jun 28, 2023 6:00 PM (Minutes)

**ITEMS TO BE PRESENTED:****Matters from City Council**

Council member Ahbez-Anderson stated, I do not have any announcements, but I would like to say good evening to all of you and to wish you all a very safe and happy Fourth of July.

Council member Chapman stated, The City of Asbury Park is going to program some music by the Lake House Music Academy students at the food trucks at Seventh Avenue and the boardwalk which will run through July. Also, there are free concerts, those will be on Friday. There are free concerts Monday in Springwood Park, Tuesday at the Turf Club, Wednesday at the MOGO space on the boardwalk, Thursday at the band shell above Robinson's Ale House, and I hope everyone comes out to support our young and established musicians and listen to some free music.

Council member Clayton stated, I do not have anything, I just hope to see everybody out for fireworks on July 3rd and a Happy Fourth of July too.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, Happy Fourth of July everybody. Be safe, let's hope we get some sun for the summer.

**Matters from City Manager**

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

**Matters from City Attorney**

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

**PUBLIC PARTICIPATION**

A motion was made by Council member Ahbez-Anderson and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Sylvia Sylvia made a comment about a ribbon cutting and grand opening at an ice cream shop on First Avenue, between Memorial Avenue and Main Street on Saturday at 11:000 AM; Hugh Giordano made a comment regarding cannabis dispensaries; Rita Marano made a comment about the Environmental Shade Tree Commission and flag etiquette; Ikee Reading made a comment about food trucks.

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

**MINUTES**

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

1. Municipal Council- Executive Meeting June 14, 2023 4:00 PM
2. Municipal Council - Regular Meeting - Jun 14, 2023 6:00 PM **Accepted**

### **CONSENT AGENDA RESOLUTIONS**

Council member Chapman abstained from Music Mondays in Springwood Park Application.

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [4 TO 1]</b>                                          |
| <b>MOVER:</b>    | Angela Ahbez-Anderson, Councilmember                             |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                                    |
| <b>AYES:</b>     | Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor |
| <b>NAYS:</b>     | Amy Quinn                                                        |

2023-321 Resolution Approving Special Event Applications

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

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

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

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

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

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

Minutes Acceptance: Minutes of Jun 28, 2023 6:00 PM (Minutes)

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

### **INDIVIDUAL RESOLUTIONS**

- 2023-339 Resolution Approving Payment of Bills

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

- 2023-340 Resolution Authorizing the Purchase of Case Management for Social Services

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

2023-341 Resolution Authorizing the Purchase Two New Yamaha Viking ATV's for the Beach Department

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [4 TO 1]</b>                                          |
| <b>MOVER:</b>    | Angela Ahbez-Anderson, Councilmember                             |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                                    |
| <b>AYES:</b>     | Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor |
| <b>NAYS:</b>     | Amy Quinn                                                        |

2023-342 Resolution Authorizing the Repairs to the 2018 Ford Explorer Police Interceptor Vehicle #10

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

2023-343 Resolution Authorizing the Replacement of Two Chilled Water Pumps at the Municipal Building

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

2023-344 Resolution Authorizing the Annual Renewal of Vector Scheduling Software for the Fire Department.

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

2023-345 Resolution Authorizing a Renewal Agreement with Passport Labs, Inc. for a Mobile Parking Application

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

2023-346 Resolution Entering Into a Memorandum of Agreement with the County of Monmouth For the Provisions of Public Local Health Services

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

2023-347 Resolution Awarding a Contract for Professional Environmental Services for EPA Cleanup Grant

Minutes Acceptance: Minutes of Jun 28, 2023 6:00 PM (Minutes)

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

2023-348 Resolution Authorizing a Professional Services Contract to The Rodger's Group (Lexipol) for Police Training

**RESULT:** TABLED [UNANIMOUS]  
**Next: 7/12/2023 6:00 PM**  
**MOVER:** Amy Quinn, Deputy Mayor  
**SECONDER:** John Moor, Mayor  
**AYES:** Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023-349 Resolution Authoring a Professional Services Contract for Sewer Connection Fee Study

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

2023-350 Resolution Authorizing Deposit of Funds for Rideshare Program with EZ Ride

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

2023-351 Resolution Approving Change Order 4 for Memorial Drive Improvements Project

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

2023-352 Resolution to Amend Resolution #2023-310 Awarding Contract for Professional Service of Analysis of Impediments to Fair Housing Choice

**RESULT:** TABLED [UNANIMOUS]  
**Next: 7/12/2023 6:00 PM**  
**MOVER:** John Moor, Mayor  
**SECONDER:** Amy Quinn, Deputy Mayor  
**AYES:** Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023-353 Resolution Authorizing an Employment Agreement Between the City of Asbury Park and The Deputy Chief of The Asbury Park Police Department

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

2023-354 Resolution Authorizing the Submission of a Grant Application to The Monmouth County Open Space Grants Program for Improvements to Deal Lake Park

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

2023-355 Resolution to Authorizing the Submittal of a Grant Application for a 2023 New Jersey American Water Company Fire & EMS Grant

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

2023-356 Resolution To Restate And Add Roth Provision For An Existing Deferred Compensation Plan

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

2023-357 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into a Third Amendment of the Subsequent Developer Agreement with K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC and K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC to Extend the Outside Approvals Date in Connection with the Development of Property Located at Block 4003, Lots 1, 2, and 16 and Block 4003, Lots 12, 13, and 14

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

2023-358 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into a Recognition Agreement with AP Block 4001 Lender LLC as the Mezzanine Lender for AP Block 4001 Venture Urban Renewal, LLC in connection with the Development of Property Located at Block 4001, Lots 2.01, 2.02, and 2.03

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

2023-359 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into an Estoppel and Recognition Agreement with AP Block 4001 Lender LLC as the Mezzanine Lender for AP Block 4001 Venture Urban Renewal, LLC in connection with the Development of Property Located at Block 4001, Lots 2.01, 2.02, and 2.03

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

- 2023-360 Resolution Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey Amending And Restating Resolution Number 2023-248 And Duly Adopted May 24, 2023 And Entitled, “Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$1,500,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By K. Hovnanian’s Baltic At Asbury Park Urban Renewal, LLC And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013” To Increase The Not To Exceed Authorization From \$1,500,000 To \$2,000,000 Of Additional Non-Recourse Redevelopment Area Bonds (Waterfront Redevelopment Area Infrastructure Project)

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

- 2023-361 Resolution Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey Amending And Restating Resolution Number 2023-249 And Duly Adopted May 24, 2023 And Entitled, “Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$2,000,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By K. Hovnanian’s Aegean At Asbury Park Urban Renewal, LLC And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013” To Increase The Not To Exceed Authorization From \$2,000,000 To \$3,500,000 Of Additional Non-Recourse Redevelopment Area Bonds (Waterfront Redevelopment Area Infrastructure Project)

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

- 2023-362 Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$2,000,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By K. Hovnanian’s Cove At Asbury Park Urban Renewal, LLC And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013

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

- 2023-363 Resolution of The Mayor And Council of The City of Asbury Park, Acting As The Redevelopment Entity, Authorizing A Temporary Cellular Installation On The Northwest

Portion of Block 4306, Lot 2 And The Northeast Corner Of Block 4105, Lot 4 Within The Waterfront Redevelopment Area

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

2023-364 Resolution Establishing Certain Rules, Regulations And Policies With Regard To The Leasing Of Seasonal Beach Lockers By The Public

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

2023-365 Resolution to Approve a Place to Place Transfer of AP Restaurant V LLC Plenary Retail Distribution License Number 1303-33-044-016 (Pocket License) to a Location of 800 Ocean Avenue (First Pavilion) Space Number 111 to 115, Asbury Park, New Jersey

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

2023-366 Resolution Authorizing Proration Of Residential Permit Parking Fee For Those Residents Affected By Ordinance No. 2023-12

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

2023-338 A Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC d/b/a Porta for the 2032-2024 Licensing Year

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

## ORDINANCES

### Introduction

2023-25 BOND ORDINANCE AMENDING AND SUPPLEMENTING BOND ORDINANCE NUMBER 2022-08 (WHICH PROVIDES FOR TRANSPORTATION UTILITY IMPROVEMENTS) HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON JUNE 8, 2022, TO INCREASE THE APPROPRIATION BY

\$600,000 AND TO INCREASE THE AUTHORIZATION OF BONDS OR NOTES BY \$600,000

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>                 |
|                  | <b>Next: 7/12/2023 6:00 PM</b>                |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember                 |
| <b>SECONDER:</b> | Amy Quinn, Deputy Mayor                       |
| <b>AYES:</b>     | Ahbez-Anderson, Chapman, Clayton, Quinn, Moor |

2023-26 Ordinance of The City of Asbury Park Authorizing The Execution of A Financial Agreement With Toll Asbury Park Urban Renewal, LLC And Granting A Tax Exemption for property known as Block 3101, Lot 1 (407 Lake Avenue)

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [4 TO 1]</b>                                       |
|                  | <b>Next: 7/12/2023 6:00 PM</b>                                   |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember                                    |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                                    |
| <b>AYES:</b>     | Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor |
| <b>NAYS:</b>     | Amy Quinn                                                        |

2023-27 Ordinance of The City Of Asbury Park, In The County Of Monmouth, State of New Jersey, Providing For The Special Assessment of The Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility And Other Infrastructure Improvements On Block 3103, Lot 1 Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>                 |
|                  | <b>Next: 7/12/2023 6:00 PM</b>                |
| <b>MOVER:</b>    | Yvonne Clayton, Councilmember                 |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember                 |
| <b>AYES:</b>     | Ahbez-Anderson, Chapman, Clayton, Quinn, Moor |

2023-28 Ordinance Amending And Supplementing Chapter 17, Entitled "Communication Facilities Right-Of-Way Permits," Of "The Code Of The City Of Asbury Park"

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>                 |
|                  | <b>Next: 7/12/2023 6:00 PM</b>                |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor                       |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember                 |
| <b>AYES:</b>     | Ahbez-Anderson, Chapman, Clayton, Quinn, Moor |

#### Second Reading/ Public Hearing

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

Minutes Acceptance: Minutes of Jun 28, 2023 6:00 PM (Minutes)

A motion to open 2023-24 to the public was made by Council member Clayton and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2023-24 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

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

### **ADJOURNMENT**

The meeting was adjourned at 7:20 PM

A motion to close the meeting was made by Council member Ahbez-Anderson and seconded Council member Chapman. Meeting adjourned at 7:20 PM.

Respectfully submitted by:

\_\_\_\_\_  
Lisa Esposito, City Clerk

Minutes Acceptance: Minutes of Jun 28, 2023 6:00 PM (Minutes)



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, July 12, 2023  
RESOLUTION SUMMARY

**2023-368**

Appointments to the Asbury Park TV Committee: Alissa Deleo, Michael Sodano.



## RESOLUTION NO. 2023-368

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

### **RESOLUTION AUTHORIZING APPOINTMENTS TO THE “ASBURY PARK TV CABLE ADVISORY COMMITTEE”**

**WHEREAS**, pursuant to Section 2-58 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” an Asbury Park TV Committee (the “Committee”) has been duly created in and for the City of Asbury Park (the “City”); and

**WHEREAS**, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

**NOW, THEREFORE, BE IT RESOLVED** that the following individuals are hereby appointed to serve on the Asbury Park TV Committee for the term referenced:

**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 individuals are hereby appointed to serve on the Committee:

| <u>Appointee</u> | <u>Term to Expire</u> |
|------------------|-----------------------|
| Alissa Deleo     | 12/31/2023            |
| Michael Sodano   | 12/31/2023            |

3. That a certified copy of this Resolution shall be provided to each member appointed and Donna Vieiro, City Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-368 which was finally adopted by the City Council at a meeting held on the 12th day of July, 2023

CERTIFIED BY ME THIS 13th DAY OF July, 2023.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, July 12, 2023  
RESOLUTION SUMMARY

**2023-369**

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



## RESOLUTION NO. 2023-369

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

### **RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR PETTIBONE PARADISE, LLC IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY**

**WHEREAS**, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-024-010 Pettibone Paradise, LLC; and

**WHEREAS**, Pettibone Paradise, LLC has been inactive since August 31, 2013; and

**WHEREAS**, the license holder has applied and has approval for a special ruling from the Director for the 2023-2024 license term. (Job#523125)

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

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

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

1303-33-024-010 Pettibone Paradise, LLC (Pocket License)

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-369 which was finally adopted by the City Council at a meeting held on the 12th day of July, 2023

CERTIFIED BY ME THIS 13th DAY OF July, 2023.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, July 12, 2023  
RESOLUTION SUMMARY

**2023-370**

Resolution authorizing the payment of bills in the amount of \$6,562,577.50



## RESOLUTION NO. 2023-370

**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 \$6,562,577.50

**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   | \$ 4,737,623.50            |
| BOARD OF EDUCATION | <u>1,824,954.00</u>        |
| <br>TOTAL VOUCHERS | <br>\$ <u>6,562,577.50</u> |

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-370 which was finally adopted by the City Council at a meeting held on the 12th day of July, 2023

CERTIFIED BY ME THIS 13th DAY OF July, 2023.

LISA ESPOSITO  
CITY CLERK

July 5, 2023  
09:44 AM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.D.1.a

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

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

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

|                     |                                         |          |                        |        |      |  |
|---------------------|-----------------------------------------|----------|------------------------|--------|------|--|
| 2-01-26-290-000-218 | STREETS & ROAD Contract.Serv.           |          |                        |        |      |  |
| BURCONT             | BURKE CONTRACTING, LLC                  | 23-01940 | dirt delivery 5 Ave. A | 220.00 | 0.00 |  |
|                     | Extd Total: STREETS & ROADS MAINTENANCE |          |                        | 220.00 |      |  |
|                     | Department Total: STREETS & ROAD        |          |                        | 220.00 |      |  |
|                     | CAFR Total:                             |          |                        | 220.00 |      |  |
|                     | Fund Total: CURRENT                     |          |                        | 220.00 |      |  |

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

|                     |                                                |          |                               |          |      |   |
|---------------------|------------------------------------------------|----------|-------------------------------|----------|------|---|
| 2-07-55-502-000-234 | SEWER UTILITY O/E: ARP Funds                   |          |                               |          |      |   |
| TMASSO              | T & M ASSOCIATES                               | 22-00452 | MEMORIAL DR SEWER REPLACEMENT | 1,416.00 | 0.00 | B |
|                     | Extd Total: SEWER UTILITY O/E: OTHER EXPENSES: |          |                               | 1,416.00 |      |   |
|                     | Department Total: UTILITY OE                   |          |                               | 1,416.00 |      |   |
|                     | CAFR Total:                                    |          |                               | 1,416.00 |      |   |
|                     | Fund Total: SEWER UTILITY: BUDGET:             |          |                               | 1,416.00 |      |   |
|                     | Year Total:                                    |          |                               | 1,636.00 |      |   |

Fund: CURRENT  
Department: ADMINISTRATION  
Extd: ADMINISTRATION

|                     |                                        |          |                                |          |      |  |
|---------------------|----------------------------------------|----------|--------------------------------|----------|------|--|
| 3-01-20-100-000-208 | ADMINISTRATION Events                  |          |                                |          |      |  |
| CRAPRI              | CRAFTMASTER PRINTING, INC.             | 23-01835 | Design-Sunset Park Dedication  | 40.00    | 0.00 |  |
| 3-01-20-100-000-209 | ADMINISTRATION Professional Services   |          |                                |          |      |  |
| BURGI005            | BURGIS ASSOCIATES INC.                 | 23-01876 | Invoice 42517 Court Master     | 625.00   | 0.00 |  |
| 3-01-20-100-000-238 | ADMINISTRATION Conventions/Conferences |          |                                |          |      |  |
| SHECON              | SHERATON AC CONV.CENTER                | 23-01856 | Hotel Stay-NJLM 11/14-11/16/23 | 288.00   | 0.00 |  |
| 3-01-20-100-000-240 | ADMINISTRATION Public Arts Commission  |          |                                |          |      |  |
| CHLOE005            | CHLOE EVANGELISTA                      | 23-01847 | 2023 Sewer Plant Mural         | 1,000.00 | 0.00 |  |
| 3-01-20-100-000-242 | ADMINISTRATION Wellness Committee      |          |                                |          |      |  |
| VISIT005            | VISITING NURSE ASSN.OF CENTRAL         | 23-01865 | Entertainment-Event on 8/8/23  | 300.00   | 0.00 |  |
|                     | Extd Total: ADMINISTRATION             |          |                                | 2,253.00 |      |  |
|                     | Department Total: ADMINISTRATION       |          |                                | 2,253.00 |      |  |

Attachment: Bill List 7-14-23 (2023-370 : Payment of Bills)

July 5, 2023  
09:44 AM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.D.1.a  
Page 1

| Budget Account<br>Vendor           | Description                          | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|------------------------------------|--------------------------------------|----------|--------------------------------|-----------|-------------|---------|
| Department: MUNIC CLERK            |                                      |          |                                |           |             |         |
| Extd: MUNICIPAL CLERK              |                                      |          |                                |           |             |         |
| 3-01-20-120-000-212                | MUNICIPAL CLERK Dues,Licenses        |          |                                |           |             |         |
| MCANJ                              | MUNICIPAL CLERKS' ASSOC. OF NJ       | 23-01960 | MCANJ Membership 2023-2024     | 100.00    | 0.00        |         |
| 3-01-20-120-000-217                | MUNICIPAL CLERK Ads&Promotion        |          |                                |           |             |         |
| ASBPAK                             | ASBURY PARK PRESS                    | 23-01893 | #5741336 BOND ORD 2023-24 6/21 | 83.40     | 0.00        |         |
| THECOA                             | THE NEW COASTER, LLC                 | 23-01935 | New Coaster Invoice #60230     | 103.71    | 0.00        |         |
|                                    |                                      |          |                                | 187.11    |             |         |
| 3-01-20-120-000-238                | MUNICIPAL CLERK Contractual          |          |                                |           |             |         |
| GRALLC                             | GRANICUS, LLC                        | 23-01891 | Invoice #167710 JULY 2023      | 706.20    | 0.00        |         |
| 3-01-20-120-000-292                | MUNIC CLERK Elections                |          |                                |           |             |         |
| MONCOU                             | MONMOUTH COUNTY TREASURER            | 23-01936 | 2023 Primary ballots postage   | 823.22    | 0.00        |         |
|                                    | Extd Total: MUNICIPAL CLERK          |          |                                | 1,816.53  |             |         |
|                                    | Department Total: MUNIC CLERK        |          |                                | 1,816.53  |             |         |
| Department: FINANCE                |                                      |          |                                |           |             |         |
| Extd: FINANCIAL ADMINISTRATION     |                                      |          |                                |           |             |         |
| 3-01-20-130-000-202                | FINANCE Office Supplies              |          |                                |           |             |         |
| WBMASON                            | W.B.MASON CO., INC.                  | 23-01909 | FINANCE SUPPLIES               | 999.09    | 0.00        |         |
| 3-01-20-130-000-222                | FINANCE Training                     |          |                                |           |             |         |
| JPMUN                              | JPMONZO MUNICIPAL CONSULTING         | 23-01913 | Seminar August 2, 2023         | 50.00     | 0.00        |         |
| 3-01-20-130-000-223                | FINANCE Condo Reimbursements         |          |                                |           |             |         |
| 3208T005                           | 320 Eighth LLC                       | 23-01908 | 2nd Q 2023 Trash Reimb.        | 969.46    | 0.00        |         |
| 3-01-20-130-000-238                | FINANCE Conventions                  |          |                                |           |             |         |
| GFOA                               | G.F.O.A. OF NJ                       | 23-01904 | 2023 Fall Conference September | 425.00    | 0.00        |         |
|                                    | Extd Total: FINANCIAL ADMINISTRATION |          |                                | 2,443.55  |             |         |
|                                    | Department Total: FINANCE            |          |                                | 2,443.55  |             |         |
| Department: AUDIT                  |                                      |          |                                |           |             |         |
| Extd: AUDIT SERVICES               |                                      |          |                                |           |             |         |
| 3-01-20-135-000-218                | AUDIT SERVICES Contract Services     |          |                                |           |             |         |
| PKFOC005                           | PKF O'CONNOR DAVIES, LLP             | 23-01826 | 2022 Audit Partial Payment     | 45,000.00 | 0.00        |         |
|                                    | Extd Total: AUDIT SERVICES           |          |                                | 45,000.00 |             |         |
|                                    | Department Total: AUDIT              |          |                                | 45,000.00 |             |         |
| Department: COMPUTER MIS           |                                      |          |                                |           |             |         |
| Extd: COMPUTERIZED DATA PROCESSING |                                      |          |                                |           |             |         |
| 3-01-20-140-000-219                | COMPUTER DATA PROC. Equipment        |          |                                |           |             |         |
| AMAZ0005                           | AMAZON.COM SERVICES                  | 23-01614 | Misc. IT Supplies              | 1,094.57  | 0.00        |         |

Attachment: Bill List 7-14-23 (2023-370 : Payment of Bills)

July 5, 2023  
09:44 AM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.D.1.a  
Page No. 5

| Budget Account<br>Vendor              | Description                              | P.O. Id  | P.O. Description               | Amount   | Void Amount | PO Type |
|---------------------------------------|------------------------------------------|----------|--------------------------------|----------|-------------|---------|
| 3-01-20-140-000-222                   | COMPUTER DATA PROC Software Lic.         |          |                                |          |             |         |
| CDWGOV CDW GOVERNMENT LLC             |                                          | 23-01429 | Q#Q2100379 2023 Renewal        | 1,248.50 | 0.00        |         |
|                                       | Extd Total: COMPUTERIZED DATA PROCESSING |          |                                | 2,343.07 |             |         |
|                                       | Department Total: COMPUTER MIS           |          |                                | 2,343.07 |             |         |
| Department: TAX REV ADMIN             |                                          |          |                                |          |             |         |
| Extd: TAX REVENUE ADMINISTRATION      |                                          |          |                                |          |             |         |
| 3-01-20-145-000-206                   | TAX REV ADMIN Purchase Equipment         |          |                                |          |             |         |
| WBMASON W.B.MASON CO., INC.           |                                          | 23-01799 | CARBON FILTER FOR AIR PURIFIER | 58.00    | 0.00        |         |
|                                       | Extd Total: TAX REVENUE ADMINISTRATION   |          |                                | 58.00    |             |         |
|                                       | Department Total: TAX REV ADMIN          |          |                                | 58.00    |             |         |
| Department: TAX ASSESSOR              |                                          |          |                                |          |             |         |
| Extd: TAX ASSESSOR                    |                                          |          |                                |          |             |         |
| 3-01-20-150-000-209                   | TAX ASSESSOR Fees                        |          |                                |          |             |         |
| SHAIN005 SCHAFER SHAIN JALLOH PC      |                                          | 23-01853 | #11989 Tax Appeal MAY 2023     | 49.00    | 0.00        |         |
| READAT REALTY DATA SYSTEMS LLC        |                                          | 23-01854 | INV# 681 2023 ADDED INSPECTION | 4,575.00 | 0.00        |         |
| MONCOT MONMOUTH CTY. ASSESSOR'S ASSOC |                                          | 23-01959 | Monmouth Conference            | 125.00   | 0.00        |         |
|                                       |                                          |          |                                | 4,749.00 |             |         |
|                                       | Extd Total: TAX ASSESSOR                 |          |                                | 4,749.00 |             |         |
|                                       | Department Total: TAX ASSESSOR           |          |                                | 4,749.00 |             |         |
| Department: LEGAL SERVICES            |                                          |          |                                |          |             |         |
| Extd: LEGAL SERVICES                  |                                          |          |                                |          |             |         |
| 3-01-20-155-000-209                   | LEGAL SERVICES Fees                      |          |                                |          |             |         |
| GENBUR GENOVA BURNS LLC               |                                          | 23-01922 | Invoice 495824 General File    | 4,174.50 | 0.00        |         |
|                                       | Extd Total: LEGAL SERVICES               |          |                                | 4,174.50 |             |         |
|                                       | Department Total: LEGAL SERVICES         |          |                                | 4,174.50 |             |         |
| Department: APTV                      |                                          |          |                                |          |             |         |
| Extd: CABLE TV ADVISORY COMMITTEE     |                                          |          |                                |          |             |         |
| 3-01-20-162-000-202                   | APTV Equipment                           |          |                                |          |             |         |
| AMAZO005 AMAZON.COM SERVICES          |                                          | 23-01850 | Tripod                         | 484.53   | 0.00        |         |
|                                       | Extd Total: CABLE TV ADVISORY COMMITTEE  |          |                                | 484.53   |             |         |
|                                       | Department Total: APTV                   |          |                                | 484.53   |             |         |

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| Budget Account<br>Vendor                                     | Description                            | P.O. Id  | P.O. Description              | Amount     | Void Amount | PO Type |
|--------------------------------------------------------------|----------------------------------------|----------|-------------------------------|------------|-------------|---------|
| Department: ENGINEER SERV<br>Extd: ENGINEERING SERVICES      |                                        |          |                               |            |             |         |
| 3-01-20-165-000-209                                          | ENGINEERING SERVICES Fees              |          |                               |            |             |         |
| TMASSO T & M ASSOCIATES                                      |                                        | 23-01869 | LAF440000 General Engineering | 11,699.00  | 0.00        |         |
|                                                              | Extd Total: ENGINEERING SERVICES       |          |                               | 11,699.00  |             |         |
|                                                              | Department Total: ENGINEER SERV        |          |                               | 11,699.00  |             |         |
|                                                              | CAFR Total:                            |          |                               | 75,021.18  |             |         |
| Department: Planning Department<br>Extd: Planning Department |                                        |          |                               |            |             |         |
| 3-01-21-179-000-202                                          | PLANNING DEPT. Office Supplies         |          |                               |            |             |         |
| WBMASON W.B.MASON CO., INC.                                  |                                        | 23-01858 | PLANNING DEPT OFFICE SUPPLIES | 107.76     | 0.00        |         |
| 3-01-21-179-000-209                                          | PLANNINF DEPT. Planning Board Fees     |          |                               |            |             |         |
| INSENG INSITE ENGINEERING, LLC                               |                                        | 23-01752 | PROF SVS ENG/INSPECTIONS MAY  | 982.50     | 0.00        |         |
|                                                              | Extd Total: Planning Department        |          |                               | 1,090.26   |             |         |
|                                                              | Department Total: Planning Department  |          |                               | 1,090.26   |             |         |
|                                                              | CAFR Total:                            |          |                               | 1,090.26   |             |         |
| Department: CONST CODE<br>Extd: CONSTRUCTION CODE OFFICIAL   |                                        |          |                               |            |             |         |
| 3-01-22-200-000-201                                          | CONSTRUCTION CODE General Supplies     |          |                               |            |             |         |
| CRAPRI CRAFTMASTER PRINTING, INC.                            |                                        | 23-01607 | Business Cards A. POLISANO    | 45.00      | 0.00        |         |
|                                                              | Extd Total: CONSTRUCTION CODE OFFICIAL |          |                               | 45.00      |             |         |
|                                                              | Department Total: CONST CODE           |          |                               | 45.00      |             |         |
|                                                              | CAFR Total:                            |          |                               | 45.00      |             |         |
| Department: LIAB INSURANCE<br>Extd: LIABILITY INSURANCE      |                                        |          |                               |            |             |         |
| 3-01-23-210-000-209                                          | LIABILITY INSURANCE Fees               |          |                               |            |             |         |
| NJINT NJ INTERGOVERNMENTAL INS. FUND                         |                                        | 23-01964 | Final Installment Liability   | 437,138.86 | 0.00        |         |
|                                                              | Extd Total: LIABILITY INSURANCE        |          |                               | 437,138.86 |             |         |
|                                                              | Department Total: LIAB INSURANCE       |          |                               | 437,138.86 |             |         |
| Department: WORKERS COMP<br>Extd: WORKER'S COMPENSATION      |                                        |          |                               |            |             |         |
| 3-01-23-215-000-209                                          | WORKER'S COMPENSATION Fees             |          |                               |            |             |         |
| NJINT NJ INTERGOVERNMENTAL INS. FUND                         |                                        | 23-01964 | Final Installment Liability   | 205,390.14 | 0.00        |         |
|                                                              | Extd Total: WORKER'S COMPENSATION      |          |                               | 205,390.14 |             |         |
|                                                              | Department Total: WORKERS COMP         |          |                               | 205,390.14 |             |         |

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| Budget Account<br>Vendor                                    | Description                            | P.O. Id  | P.O. Description               | Amount       | Void Amount | PO Type |
|-------------------------------------------------------------|----------------------------------------|----------|--------------------------------|--------------|-------------|---------|
| Department: GROUP INSUR.                                    |                                        |          |                                |              |             |         |
| Extd: EMPLOYEE GROUP INSURANCE                              |                                        |          |                                |              |             |         |
| 3-01-23-220-000-209<br>NJSHBP NJSHBP                        | EMPLOYEE GROUP INSURANCE Fees (IN CAP) | 23-01866 | HEALTH COVERAGE JULY 2023      | 569,103.45   | 0.00        |         |
| Extd Total: EMPLOYEE GROUP INSURANCE                        |                                        |          |                                | 569,103.45   |             |         |
| Department Total: GROUP INSUR.                              |                                        |          |                                | 569,103.45   |             |         |
| Department: UNEMPLOY INSUR                                  |                                        |          |                                |              |             |         |
| Extd: UNEMPLOYMENT INSURANCE                                |                                        |          |                                |              |             |         |
| 3-01-23-225-000-209<br>CITY CITY OF ASBURY PARK             | UNEMPLOYMENT INSURANCE Fees            | 23-01837 | Transfer of budgeted           | 75,000.00    | 0.00        |         |
| Extd Total: UNEMPLOYMENT INSURANCE                          |                                        |          |                                | 75,000.00    |             |         |
| Department Total: UNEMPLOY INSUR                            |                                        |          |                                | 75,000.00    |             |         |
| Department: ACCUMULATED ABSENCES                            |                                        |          |                                |              |             |         |
| Extd: ACCUMULATED ABSENCES                                  |                                        |          |                                |              |             |         |
| 3-01-23-230-000-299<br>CITY CITY OF ASBURY PARK             | CONTRIBUTION TO ACCUMULATED ABSENCES   | 23-01833 | Accumulated Absences Budget    | 200,000.00   | 0.00        |         |
| Extd Total: ACCUMULATED ABSENCES                            |                                        |          |                                | 200,000.00   |             |         |
| Department Total: ACCUMULATED ABSENCES                      |                                        |          |                                | 200,000.00   |             |         |
| CAFR Total:                                                 |                                        |          |                                | 1,486,632.45 |             |         |
| Department: POLICE                                          |                                        |          |                                |              |             |         |
| Extd: POLICE DEPARTMENT                                     |                                        |          |                                |              |             |         |
| 3-01-25-240-000-211<br>STATOX STATE TOXICOLOGY LABORATORY   | POLICE HR Testing                      | 23-01881 | Drug screening new SLEO's      | 720.00       | 0.00        |         |
| 3-01-25-240-000-214<br>TERPES THE TERMINIX INTERNATIONAL CO | POLICE Pest Control                    | 23-01886 | #433988454 pest control 5/15   | 234.00       | 0.00        |         |
| 3-01-25-240-000-218<br>PMCASSOC PMC ASSOCIATES              | POLICE Contract.Serv.                  | 23-01602 | Q#466682 BDA Upgrades          | 2,500.00     | 0.00        |         |
| OPTIMUM OPTIMUM                                             |                                        | 23-01884 | #07866-182313-01-5 5/8 - 6/7   | 288.03       | 0.00        |         |
| THOWES THOMSON WEST CUSTOMER SERVICE                        |                                        | 23-01885 | #848405991 JUNE 2023 SOFTWARE  | 258.30       | 0.00        |         |
|                                                             |                                        |          |                                | 3,046.33     |             |         |
| 3-01-25-240-000-222<br>BLOOD005 BLOODGOOD LAW ENFORCEMENT   | POLICE Training                        | 23-01673 | INVOICE #1405 TRAINING 6/13/23 | 447.00       | 0.00        |         |
| MONCON MONMOUTH COUNTY POLICE ACADEMY                       |                                        | 23-01887 | SLEO 1 N. Carson recruit       | 100.00       | 0.00        |         |
| MONCON MONMOUTH COUNTY POLICE ACADEMY                       |                                        | 23-01888 | SLEO 1 7 new recruits          | 700.00       | 0.00        |         |
|                                                             |                                        |          |                                | 1,247.00     |             |         |
| Extd Total: POLICE DEPARTMENT                               |                                        |          |                                | 5,247.33     |             |         |
| Department Total: POLICE                                    |                                        |          |                                | 5,247.33     |             |         |

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| Budget Account<br>Vendor                                        | Description                             | P.O. Id | P.O. Description | Amount    | Void Amount | PO Type |
|-----------------------------------------------------------------|-----------------------------------------|---------|------------------|-----------|-------------|---------|
| Department: FIRE DEPT.<br>Extd: FIRE DEPARTMENT                 |                                         |         |                  |           |             |         |
| 3-01-25-265-000-206                                             | FIRE DEPT. Purchase of Equipment        |         |                  |           |             |         |
| THEHAR THE HARDWARE STORE                                       | 23-01066 BLANKET PO NOT TO EXCEED       |         |                  | 17.31     | 0.00        | B       |
| ACTIO015 ACTION UNIFORM CO. LLC                                 | 23-01271 ESTIMATE#48354 PANTS & SHORTS  |         |                  | 222.00    | 0.00        |         |
| GRAING GRAINGER, INC.                                           | 23-01822 Q#2054473455 SOAP, BATTERIES   |         |                  | 444.57    | 0.00        |         |
|                                                                 |                                         |         |                  | 683.88    |             |         |
| 3-01-25-265-000-214                                             | FIRE DEPT. Building Maintenance         |         |                  |           |             |         |
| COOPOW COOPER ELECTRIC                                          | 23-00476 GENERATOR SERVICE RENEWAL 2023 |         |                  | 487.15    | 0.00        |         |
| MONARCH MONARCH ELECTRIC COMPANY                                | 23-01649 BLANKET PO NOT TO EXCEED       |         |                  | 85.80     | 0.00        | B       |
|                                                                 |                                         |         |                  | 572.95    |             |         |
| 3-01-25-265-000-229                                             | FIRE DEPT. Medical Sup.                 |         |                  |           |             |         |
| SEAWEL SEABOARD WELDING SUPPLY, INC.                            | 23-00422 BLANKET PO FOR OXYGEN N.T.E.   |         |                  | 73.00     | 0.00        | B       |
| 3-01-25-265-000-236                                             | FIRE DEPT. Medical Director             |         |                  |           |             |         |
| STEVET STEPHEN J. VETRANO                                       | 23-01823 INV# 2023-001-APF MEDICAL DIR. |         |                  | 2,000.00  | 0.00        |         |
| 3-01-25-265-000-238                                             | FIRE DEPT. Conventions/Conferences      |         |                  |           |             |         |
| BORHOT BORGATA HOTEL CASINO & SPA                               | 23-01863 NJLM HOTEL RESERVATION (TG/KK) |         |                  | 700.00    | 0.00        |         |
| 3-01-25-265-000-255                                             | FIRE DEPT. Revenue Guard Fees           |         |                  |           |             |         |
| CORON005 CORONIS HEALTH RCM, LLC dba                            | 23-01821 Invoice CHRCM9632 May 2023     |         |                  | 5,844.35  | 0.00        |         |
|                                                                 | Extd Total: FIRE DEPARTMENT             |         |                  | 9,874.18  |             |         |
| Extd: FIRE HYDRANT                                              |                                         |         |                  |           |             |         |
| 3-01-25-265-266-299                                             | FIRE HYDRANT Misc.                      |         |                  |           |             |         |
| NJAMER N.J. AMERICAN WATER CO.                                  | 23-01961 #1018-210026567043 5/24-6/22   |         |                  | 21,145.10 | 0.00        |         |
|                                                                 | Extd Total: FIRE HYDRANT                |         |                  | 21,145.10 |             |         |
|                                                                 | Department Total: FIRE DEPT.            |         |                  | 31,019.28 |             |         |
|                                                                 | CAFR Total:                             |         |                  | 36,266.61 |             |         |
| Department: STREETS & ROAD<br>Extd: STREETS & ROADS MAINTENANCE |                                         |         |                  |           |             |         |
| 3-01-26-290-000-203                                             | STREETS & ROAD Motor Vehicle            |         |                  |           |             |         |
| HUDS0005 HUDSON COUNTY MOTORS, INC.                             | 23-00392 BLANKET VARIOUS PARTS          |         |                  | 214.14    | 0.00        | B       |
| GPCNA091 GPC-NAPA AUTO PARTS                                    | 23-00970 VARIOUS PARTS BLANKET          |         |                  | 281.55    | 0.00        | B       |
| SEACHE SEACOAST CHEVROLET OLDS-                                 | 23-01039 VARIOUS PARTS BLANKET          |         |                  | 636.29    | 0.00        | B       |
| TAYTOW TAYLOR'S TOWING                                          | 23-01541 #173099 & 240397 BEACH TRACTOR |         |                  | 1,400.00  | 0.00        |         |
| EASAUT EASTERN AUTOPARTS WAREHOUSE                              | 23-01543 VARIOUS PARTS BLANKET          |         |                  | 2,130.04  | 0.00        | B       |
| HUDS0005 HUDSON COUNTY MOTORS, INC.                             | 23-01718 VARIOUS PARTS BLANKET          |         |                  | 212.16    | 0.00        | B       |
| SERVIO05 SERVICE TIRE TRUCK CENTERS                             | 23-01721 VARIOUS PARTS BLANKET          |         |                  | 290.00    | 0.00        | B       |
| CHEVAL CHERRY VALLEY TRACTOR SALES                              | 23-01779 DPW KUBOTA EXHAUST SYSTEM      |         |                  | 300.88    | 0.00        |         |
| AKEQU005 A&K EQUIPMENT COMPANY INC.                             | 23-01792 BEACH TRACTOR EXTRA LIGHTING   |         |                  | 520.57    | 0.00        |         |
|                                                                 |                                         |         |                  | 5,985.63  |             |         |

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| Budget Account<br>Vendor     | Description                   | P.O. Id               | P.O. Description                        | Amount    | Void Amount | PO Type |
|------------------------------|-------------------------------|-----------------------|-----------------------------------------|-----------|-------------|---------|
| 3-01-26-290-000-215          | STREETS & ROAD                | Misc. Hardware        |                                         |           |             |         |
| UPTFAS                       | UP-TITE FASTNERS INC.         | 23-00159              | Blanket - Misc Hardware                 | 164.73    | 0.00        | B       |
| THEHAR                       | THE HARDWARE STORE            | 23-01520              | Misc Hardware                           | 113.89    | 0.00        | B       |
|                              |                               |                       |                                         | 278.62    |             |         |
| 3-01-26-290-000-216          | STREETS & ROAD                | Carpentry Supplies    |                                         |           |             |         |
| GRAING                       | GRAINGER, INC.                | 23-01153              | Misc Hardware                           | 692.40    | 0.00        | B       |
| 3-01-26-290-000-218          | STREETS & ROAD                | Contract.Serv.        |                                         |           |             |         |
| ARMTRE                       | ARMSTRONG TREE SERVICE LLC    | 23-01726              | tree removal 611 6TH Ave.               | 1,200.00  | 0.00        |         |
| STAVOLA                      | STAVOLA ASPHALT COMPANY, INC. | 23-01842              | #293179 ASPHALT 6/5 & 6/9/23            | 234.80    | 0.00        |         |
| PRESPE                       | PREVENTION SPECIALISTS, INC.  | 23-01846              | Invoice #34032 - June Testing           | 335.00    | 0.00        |         |
| SECWOR                       | SECURITY WORLD INC.           | 23-01849              | #61553 & 61554 7/1/23 -9/30/23          | 228.00    | 0.00        |         |
| GUARD010                     | GUARDIAN PEST CONTROL         | 23-01851              | PEST SERVICES 6/15 AND 6/21/23          | 880.00    | 0.00        |         |
| QUENC005                     | QUENCH USA, INC.              | 23-01907              | #INV05991869 JULY 2023                  | 36.24     | 0.00        |         |
| SCHELE                       | SCHINDLER ELEVATOR CORP.      | 23-01914              | quarterly bill 7/1-9/30/2023            | 452.63    | 0.00        |         |
| CINCOR                       | CINTAS CORPORATION NO 2       | 23-01939              | first aid cabinet re-stock              | 113.14    | 0.00        |         |
|                              |                               |                       |                                         | 3,479.81  |             |         |
| 3-01-26-290-000-220          | STREETS & ROAD                | Repairs               |                                         |           |             |         |
| SITE0005                     | SITEONE LANDSCAPE SUPPLY LLC  | 23-01587              | Misc Irrigation Supplies                | 395.51    | 0.00        | B       |
| 3-01-26-290-000-221          | STREETS & ROAD                | Tree Pruning/Removal  |                                         |           |             |         |
| ARMTRE                       | ARMSTRONG TREE SERVICE LLC    | 23-01753              | Removal of 3 Shade Trees                | 3,300.00  | 0.00        |         |
| 3-01-26-290-000-222          | STREETS & ROAD                | Training              |                                         |           |             |         |
| ROBBIA                       | ROBERT BIANCHINI              | 23-01719              | REIMBURSEMENT FOR LODGING               | 64.00     | 0.00        |         |
| 3-01-26-290-000-235          | STREETS & ROAD                | Shade Tree Commission |                                         |           |             |         |
| CICFAR                       | CICCONI FARMS, INC.           | 23-01744              | Blanket not to exceed                   | 527.60    | 0.00        | B       |
|                              |                               |                       |                                         |           |             |         |
|                              |                               |                       | Extd Total: STREETS & ROADS MAINTENANCE | 14,723.57 |             |         |
|                              |                               |                       | Department Total: STREETS & ROAD        | 14,723.57 |             |         |
| Department: SOLID WASTE      |                               |                       |                                         |           |             |         |
| Extd: SOLID WASTE COLLECTION |                               |                       |                                         |           |             |         |
| 3-01-26-305-000-209          | SOLID WASTE                   | Fees                  |                                         |           |             |         |
| DELDEM                       | DELISA DEMOLITION, INC.       | 23-01754              | #264368 & 264310 CONSTR DEBRIS          | 2,486.25  | 0.00        |         |
| DELDEM                       | DELISA DEMOLITION, INC.       | 23-01840              | #264708 TRASH FEES 6/1 - 6/15           | 29,594.97 | 0.00        |         |
| DELDEM                       | DELISA DEMOLITION, INC.       | 23-01843              | #264627 & 264628 CONSTR DEBRIS          | 2,680.65  | 0.00        |         |
|                              |                               |                       |                                         | 34,761.87 |             |         |
| 3-01-26-305-000-218          | SOLID WASTE                   | Contract.Serv.        |                                         |           |             |         |
| DELDEM                       | DELISA DEMOLITION, INC.       | 23-01839              | #265973 JULY 2023                       | 47,083.30 | 0.00        |         |
|                              |                               |                       |                                         |           |             |         |
|                              |                               |                       | Extd Total: SOLID WASTE COLLECTION      | 81,845.17 |             |         |
|                              |                               |                       | Department Total: SOLID WASTE           | 81,845.17 |             |         |

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| Budget Account<br>Vendor   | Description                            | P.O. Id  | P.O. Description               | Amount     | Void Amount | PO Type |
|----------------------------|----------------------------------------|----------|--------------------------------|------------|-------------|---------|
| Department: BUILDING & GND |                                        |          |                                |            |             |         |
| Extd: BUILDINGS & GROUNDS  |                                        |          |                                |            |             |         |
| 3-01-26-310-000-218        | BUILDING & GND Contract.Serv.          |          |                                |            |             |         |
| CONTR005                   | CONTROLLED GROWTH, LLC                 | 23-01244 | 2023 TURF CARE FERTILIZER &    | 400.00     | 0.00        | B       |
| ATLAN015                   | ATLANTIC SOLAR FILM                    | 23-01532 | TINTING OF WALKWAY SKYLIGHTS   | 11,230.00  | 0.00        |         |
|                            |                                        |          |                                | 11,630.00  |             |         |
|                            | Extd Total: BUILDINGS & GROUNDS        |          |                                | 11,630.00  |             |         |
|                            | Department Total: BUILDING & GND       |          |                                | 11,630.00  |             |         |
|                            | CAFR Total:                            |          |                                | 108,198.74 |             |         |
| Department: PUBLIC ASST    |                                        |          |                                |            |             |         |
| Extd: SOCIAL SERVICES:     |                                        |          |                                |            |             |         |
| 3-01-27-345-000-202        | SOCIAL SERVICES Office Supplies        |          |                                |            |             |         |
| WBMASON                    | W.B.MASON CO., INC.                    | 23-01874 | Office Supplies                | 84.83      | 0.00        |         |
| 3-01-27-345-000-216        | SOCIAL SERVICES Uniforms               |          |                                |            |             |         |
| GEMPLE                     | GEMPLER'S INC.                         | 23-01657 | Head wear for Storms           | 89.95      | 0.00        |         |
|                            | Extd Total: SOCIAL SERVICES:           |          |                                | 174.78     |             |         |
|                            | Department Total: PUBLIC ASST          |          |                                | 174.78     |             |         |
| Department: SENIOR CENTER  |                                        |          |                                |            |             |         |
| Extd: SENIOR CENTER        |                                        |          |                                |            |             |         |
| 3-01-27-350-000-202        | SENIOR CENTER Util. and Service Contr. |          |                                |            |             |         |
| OPTIMUM                    | OPTIMUM                                | 23-01829 | #07866-196932-01-7 6/15 - 7/14 | 8.34       | 0.00        |         |
| 3-01-27-350-000-203        | SENIOR CENTER Vehicle Maintenance      |          |                                |            |             |         |
| SIGSEA                     | SIGNS,SEALED & DELIVERED, INC.         | 23-01781 | Lettering replacement minivan  | 200.00     | 0.00        |         |
| 3-01-27-350-000-205        | SENIOR CENTER Recreation & Social      |          |                                |            |             |         |
| INTNEI                     | INTERFAITH NEIGHBORS,INC.              | 23-01912 | Hotdog,Burgers,Mac,Potato Sala | 146.27     | 0.00        |         |
| 3-01-27-350-000-210        | SENIOR CENTER Classes                  |          |                                |            |             |         |
| BODYB005                   | BODY BY BEY                            | 23-01052 | BBB April,May,June             | 300.00     | 0.00        | B       |
|                            | Extd Total: SENIOR CENTER              |          |                                | 654.61     |             |         |
|                            | Department Total: SENIOR CENTER        |          |                                | 654.61     |             |         |
|                            | CAFR Total:                            |          |                                | 829.39     |             |         |
| Department: LIGHTING       |                                        |          |                                |            |             |         |
| Extd: LIGHT,HEAT,POW       |                                        |          |                                |            |             |         |
| 3-01-31-435-435-299        | LIGHT, HEAT & POWER Misc.              |          |                                |            |             |         |
| NJNATU                     | N.J. NATURAL GAS CO.                   | 23-01899 | #10-3146-5850-17 5/15-6/14     | 1,872.11   | 0.00        |         |
| JCPL                       | JCPL                                   | 23-01900 | #100 117 304 855 5/24-6/22     | 7,418.67   | 0.00        |         |

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| Budget Account<br>Vendor                                                                                | Description                                               | P.O. Id                                                                   | P.O. Description                    | Amount                                       | Void Amount          | PO Type |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------|----------------------------------------------|----------------------|---------|
| 3-01-31-435-435-299<br>JCPL JCPL                                                                        | LIGHT, HEAT & POWER Misc.                                 | 23-01945 #100 145 959 043                                                 | Continued<br>5/25-6/23              | 2,675.02<br>11,965.80                        | 0.00                 |         |
|                                                                                                         | Extd Total: LIGHT,HEAT,POW                                |                                                                           |                                     | 11,965.80                                    |                      |         |
| Extd:                                                                                                   | STREET/TRAFFIC                                            |                                                                           |                                     |                                              |                      |         |
| 3-01-31-435-436-299<br>JCPL JCPL<br>JCPL JCPL                                                           | STREET&TRAFFIC LIGHTING Misc.                             | 23-01900 #100 117 304 855<br>23-01945 #100 145 959 043                    | 5/24-6/22<br>5/25-6/23              | 2,482.76<br>1,073.59<br>3,556.35             | 0.00<br>0.00         |         |
|                                                                                                         | Extd Total: STREET/TRAFFIC                                |                                                                           |                                     | 3,556.35                                     |                      |         |
|                                                                                                         | Department Total: LIGHTING                                |                                                                           |                                     | 15,522.15                                    |                      |         |
| Department: TELEPHONE                                                                                   |                                                           |                                                                           |                                     |                                              |                      |         |
| Extd: TELEPHONE                                                                                         |                                                           |                                                                           |                                     |                                              |                      |         |
| 3-01-31-440-000-299<br>ATTLLC AT&T MOBILITY LLC<br>ATTLLC AT&T MOBILITY LLC<br>ATTLLC AT&T MOBILITY LLC | TELEPHONE Misc.                                           | 23-01844 #287315151017<br>23-01845 #287284651437<br>23-01848 #28728496037 | 5/12-6/11<br>5/12-6/11<br>5/12-6/11 | 1,443.14<br>3,358.20<br>1,191.87<br>5,993.21 | 0.00<br>0.00<br>0.00 |         |
|                                                                                                         | Extd Total: TELEPHONE                                     |                                                                           |                                     | 5,993.21                                     |                      |         |
|                                                                                                         | Department Total: TELEPHONE                               |                                                                           |                                     | 5,993.21                                     |                      |         |
| Department: GASOLINE                                                                                    |                                                           |                                                                           |                                     |                                              |                      |         |
| Extd: GASOLINE                                                                                          |                                                           |                                                                           |                                     |                                              |                      |         |
| 3-01-31-460-000-299<br>GRIALLI GRIFFITH-ALLIED TRUCKING, LLC                                            | GASOLINE Misc.                                            | 23-01937 diesel fuel 1,201.8 gallons                                      |                                     | 14,502.37                                    | 0.00                 |         |
|                                                                                                         | Extd Total: GASOLINE                                      |                                                                           |                                     | 14,502.37                                    |                      |         |
|                                                                                                         | Department Total: GASOLINE                                |                                                                           |                                     | 14,502.37                                    |                      |         |
|                                                                                                         | CAFR Total:                                               |                                                                           |                                     | 36,017.73                                    |                      |         |
| Department: INTERLOCALS - COUNTY 911/DISPATCH SERV.                                                     |                                                           |                                                                           |                                     |                                              |                      |         |
| Extd: INTERLOCALS - COUNTY 911/DISPATCH SERV.                                                           |                                                           |                                                                           |                                     |                                              |                      |         |
| 3-01-42-250-000-299<br>MONCOU MONMOUTH COUNTY TREASURER                                                 | INTERLOCALS-CTY 911/DISPTACH SERVICES                     | 23-01875 2023 Interlocal 911 Services                                     |                                     | 694,176.00                                   | 0.00                 |         |
|                                                                                                         | Extd Total: INTERLOCALS - COUNTY 911/DISPATCH SERV.       |                                                                           |                                     | 694,176.00                                   |                      |         |
|                                                                                                         | Department Total: INTERLOCALS - COUNTY 911/DISPATCH SERV. |                                                                           |                                     | 694,176.00                                   |                      |         |
|                                                                                                         | CAFR Total:                                               |                                                                           |                                     | 694,176.00                                   |                      |         |
| Department: MUNIC COURT                                                                                 |                                                           |                                                                           |                                     |                                              |                      |         |
| Extd: MUNICIPAL COURT                                                                                   |                                                           |                                                                           |                                     |                                              |                      |         |
| 3-01-43-490-000-245<br>BEACRA BEATRIZ C. CRANEY                                                         | MUNIC COURT Interpreter                                   | 23-01663 INVOICE #28668 5/26 SERVICES                                     |                                     | 165.00                                       | 0.00                 |         |

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| Budget Account<br>Vendor                 | Description                                    | P.O. Id  | P.O. Description           | Amount       | Void Amount | PO Type |
|------------------------------------------|------------------------------------------------|----------|----------------------------|--------------|-------------|---------|
| 3-01-43-490-000-246                      | MUNIC COURT Postage                            |          |                            |              |             |         |
| GREFIN                                   | GREATAMERICA FINANCIAL SVCS.                   | 23-01927 | mail machine july 2023     | 145.00       | 0.00        |         |
|                                          | Extd Total: MUNICIPAL COURT                    |          |                            | 310.00       |             |         |
|                                          | Department Total: MUNIC COURT                  |          |                            | 310.00       |             |         |
|                                          | CAFR Total:                                    |          |                            | 310.00       |             |         |
| Department: DEFERRED CHGS                |                                                |          |                            |              |             |         |
| 3-01-46-870-880-297                      | P/Y BILLS                                      |          |                            |              |             |         |
| ARCHGR                                   | ARCHER & GREINER, P.C.                         | 23-01817 | Invoice 4261909 545 Lake   | 13,272.91    | 0.00        |         |
|                                          | Extd Total:                                    |          |                            | 13,272.91    |             |         |
|                                          | Department Total: DEFERRED CHGS                |          |                            | 13,272.91    |             |         |
|                                          | CAFR Total:                                    |          |                            | 13,272.91    |             |         |
| CAFR: CURRENT FUND NON BUDGET ACCTS:     |                                                |          |                            |              |             |         |
| Department: TAXES PAYABLE:               |                                                |          |                            |              |             |         |
| Extd: TAXES PAYABLE:                     |                                                |          |                            |              |             |         |
| 3-01-55-001-000-001                      | School Taxes Payable                           |          |                            |              |             |         |
| ASBBOA                                   | ASBURY PARK BOARD OF EDUCATION                 | 23-01965 | July 2023 School Tax       | 1,824,954.00 | 0.00        |         |
|                                          | Extd Total: TAXES PAYABLE:                     |          |                            | 1,824,954.00 |             |         |
|                                          | Department Total: TAXES PAYABLE:               |          |                            | 1,824,954.00 |             |         |
|                                          | CAFR Total: CURRENT FUND NON BUDGET ACCTS:     |          |                            | 1,824,954.00 |             |         |
|                                          | Fund Total: CURRENT                            |          |                            | 4,276,814.27 |             |         |
| Fund: BEACH                              |                                                |          |                            |              |             |         |
| Department: UTILITY OE                   |                                                |          |                            |              |             |         |
| Extd: BEACH UTILITY O/E: OTHER EXPENSES: |                                                |          |                            |              |             |         |
| 3-05-55-502-000-209                      | BEACH UTILITY O/E: Custodial Supplies          |          |                            |              |             |         |
| ATRAJ005                                 | ATRA JANITORIAL SUPPLY CO. INC                 | 23-01141 | blanket for Beach \$4000   | 1,739.44     | 0.00        | B       |
| 3-05-55-502-000-211                      | BEACH UTILITY O/E: Light & Power               |          |                            |              |             |         |
| JCPL                                     | JCPL                                           | 23-01945 | #100 145 959 043 5/25-6/23 | 316.80       | 0.00        |         |
| 3-05-55-502-000-212                      | BEACH UTILITY O/E: Misc. Hardware              |          |                            |              |             |         |
| GRAING                                   | GRAINGER, INC.                                 | 23-00993 | Misc Beach Supplies        | 72.72        | 0.00        | B       |
| DRUMA005                                 | DRUM ACQUISITION, LLC                          | 23-01441 | 30 Gallon Steel Drums      | 2,400.00     | 0.00        |         |
| GRAING                                   | GRAINGER, INC.                                 | 23-01706 | Misc Beach Supplies        | 132.85       | 0.00        | B       |
| THEHAR                                   | THE HARDWARE STORE                             | 23-01746 | Blanket various hardware   | 18.69        | 0.00        | B       |
|                                          |                                                |          |                            | 2,624.26     |             |         |
|                                          | Extd Total: BEACH UTILITY O/E: OTHER EXPENSES: |          |                            | 4,680.50     |             |         |
|                                          | Department Total: UTILITY OE                   |          |                            | 4,680.50     |             |         |

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| Budget Account<br>Vendor                        | Description                                                    | P.O. Id  | P.O. Description               | Amount     | Void Amount | PO Type |
|-------------------------------------------------|----------------------------------------------------------------|----------|--------------------------------|------------|-------------|---------|
| 3-05-55-503-000-302<br>CITY                     | BEACH UTILITY O/E: Unemployment<br>CITY OF ASBURY PARK         | 23-01837 | Transfer of budgeted           | 150,000.00 | 0.00        |         |
|                                                 | Extd Total:                                                    |          |                                | 150,000.00 |             |         |
|                                                 | Department Total:                                              |          |                                | 150,000.00 |             |         |
|                                                 | CAFR Total:                                                    |          |                                | 154,680.50 |             |         |
|                                                 | Fund Total: BEACH                                              |          |                                | 154,680.50 |             |         |
| Fund: TRANSPORTATION UTILITY: BUDGET:           |                                                                |          |                                |            |             |         |
| Department: UTILITY OE                          |                                                                |          |                                |            |             |         |
| Extd: TRANS.UTILITY O/E: OTHER EXPENSES:        |                                                                |          |                                |            |             |         |
| 3-06-55-502-000-202<br>CARDI005                 | TRANS.UTILITY O/E: Office Supplies<br>CARDINAL PROVISIONS      | 23-01735 | Parking Reservation Reimbursem | 48.00      | 0.00        |         |
| WBMASON                                         | W.B.MASON CO., INC.                                            | 23-01783 | Office Supplies 6-14-23        | 153.79     | 0.00        |         |
| GRAING                                          | GRAINGER, INC.                                                 | 23-01902 | STRIPING PAINT SUPPLIES NEEDED | 432.90     | 0.00        |         |
|                                                 |                                                                |          |                                | 634.69     |             |         |
| 3-06-55-502-000-207<br>OPTIMUM                  | TRANS.UTILITY O/E: Internet<br>OPTIMUM                         | 23-01906 | #07866-196915-01-3 6/15 - 7/14 | 161.39     | 0.00        |         |
| OPTIMUM                                         | OPTIMUM                                                        | 23-01928 | Optimum 5/15/23 - 6/14/23      | 161.39     | 0.00        |         |
|                                                 |                                                                |          |                                | 322.78     |             |         |
| 3-06-55-502-000-210<br>GRAING                   | TRANS.UTILITY O/E: Signs<br>GRAINGER, INC.                     | 23-01636 | Hardware and Paint Mixers      | 234.95     | 0.00        |         |
| 3-06-55-502-000-211<br>TRALIN                   | TRANS.UTILITY O/E: Street Markings<br>TRAFFIC LINES, INC.      | 23-01791 | Railroad Crossings             | 24,164.80  | 0.00        |         |
| 3-06-55-502-000-221<br>EZRID005                 | TRANSP UTILITY OE Other Fees and Permits<br>EZ RIDE            | 23-01956 | INV #6505 RIDESHARE DEPOSIT    | 40,000.00  | 0.00        |         |
| 3-06-55-502-000-228<br>DYNAM005                 | TRANSPORT. UTILITY OE Engineering Fees<br>DYNAMIC TRAFFIC, LLC | 23-01782 | INV3106 Srvcs Thru 6/3/23      | 4,131.25   | 0.00        |         |
|                                                 | Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:                 |          |                                | 69,488.47  |             |         |
|                                                 | Department Total: UTILITY OE                                   |          |                                | 69,488.47  |             |         |
| Department: TRANS.UTILITY O/E: Deferred Charges |                                                                |          |                                |            |             |         |
| Extd: TRANS.UTILITY O/E: Deferred Charges       |                                                                |          |                                |            |             |         |
| 3-06-55-503-000-251<br>CITY                     | TRANS.UTILITY O/E: Unemployment<br>CITY OF ASBURY PARK         | 23-01837 | Transfer of budgeted           | 7,500.00   | 0.00        |         |
|                                                 | Extd Total: TRANS.UTILITY O/E: Deferred Charges                |          |                                | 7,500.00   |             |         |
|                                                 | Department Total: TRANS.UTILITY O/E: Deferred Charges          |          |                                | 7,500.00   |             |         |
|                                                 | CAFR Total:                                                    |          |                                | 76,988.47  |             |         |
|                                                 | Fund Total: TRANSPORTATION UTILITY: BUDGET:                    |          |                                | 76,988.47  |             |         |

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| Budget Account<br>Vendor | Description                                    | P.O. Id  | P.O. Description               | Amount       | Void Amount | PO Type |
|--------------------------|------------------------------------------------|----------|--------------------------------|--------------|-------------|---------|
| Fund:                    | SEWER UTILITY: BUDGET:                         |          |                                |              |             |         |
| Department:              | UTILITY OE                                     |          |                                |              |             |         |
| Extd:                    | SEWER UTILITY O/E: OTHER EXPENSES:             |          |                                |              |             |         |
| 3-07-55-502-000-202      | SEWER UTILITY O/E: Hardware/Tools              |          |                                |              |             |         |
| USENV005                 | US ENVIRONMENTAL RENTAL CORP.                  | 23-01333 | H2SGas Monitor                 | 1,238.50     | 0.00        |         |
| JEMIND                   | JEM INDUSTRIAL SERVICES, INC.                  | 23-01582 | Floor Stripper / Pads          | 336.68       | 0.00        |         |
| GRAING                   | GRAINGER, INC.                                 | 23-01694 | BioHazard Gloves,Exit Lights   | 1,366.76     | 0.00        |         |
|                          |                                                |          |                                | 2,941.94     |             |         |
| 3-07-55-502-000-206      | SEWER UTILITY O/E: Purchase of Equipment       |          |                                |              |             |         |
| GRAING                   | GRAINGER, INC.                                 | 23-01905 | Gaskets/Bolts for Valves       | 295.80       | 0.00        |         |
| 3-07-55-502-000-209      | SEWER UTILITY O/E: Fees                        |          |                                |              |             |         |
| TREREV                   | TREASURER STATE OF NEW JERSEY                  | 23-01898 | PID #20320 AIR QUALITY FEE     | 190.00       | 0.00        |         |
| 3-07-55-502-000-211      | SEWER UTILITY O/E: Light & Power               |          |                                |              |             |         |
| NJNATU                   | N.J. NATURAL GAS CO.                           | 23-01899 | #10-3146-5850-17 5/15-6/14     | 2,891.69     | 0.00        |         |
| JCPL                     | JCPL                                           | 23-01962 | #100 016 434 381 5/26-6/23     | 18,810.90    | 0.00        |         |
|                          |                                                |          |                                | 21,702.59    |             |         |
| 3-07-55-502-000-212      | SEWER UTILITY O/E: Custodial Supplies          |          |                                |              |             |         |
| GRAING                   | GRAINGER, INC.                                 | 23-01807 | Squeegees, Dusters, Win. Wash  | 484.67       | 0.00        |         |
| 3-07-55-502-000-218      | SEWER UTILITY O/E: Contract Services           |          |                                |              |             |         |
| CERID005                 | CERIDA INVESTMENT CORP.                        | 23-01838 | #127-28068 JULY 2023           | 194.42       | 0.00        |         |
| SECWOR                   | SECURITY WORLD INC.                            | 23-01849 | #61553 & 61554 7/1/23 -9/30/23 | 600.00       | 0.00        |         |
|                          |                                                |          |                                | 794.42       |             |         |
| 3-07-55-502-000-230      | SEWER UTILITY O/E: Hypochlorite                |          |                                |              |             |         |
| UNIVAR                   | UNIVAR SOLUTIONS USA,INC.                      | 23-01917 | SOD HYPO KUEHNE BULK LIQ.      | 4,491.00     | 0.00        |         |
| 3-07-55-502-000-259      | SEWER UTILITY O/E: Pmt.of Bond Principal       |          |                                |              |             |         |
| NJEIT                    | NJ ENVIRON.INFRA.TRUST                         | 23-01894 | NJEIT-Principal/Interest/Admin | 1,151,966.88 | 0.00        |         |
|                          | Extd Total: SEWER UTILITY O/E: OTHER EXPENSES: |          |                                | 1,182,867.30 |             |         |
|                          | Department Total: UTILITY OE                   |          |                                | 1,182,867.30 |             |         |
| Department:              | Reserve for ARP Funds                          |          |                                |              |             |         |
| Extd:                    | Reserve for ARP Funds                          |          |                                |              |             |         |
| 3-07-55-527-000-000      | Reserve for ARP Funds                          |          |                                |              |             |         |
| CDMSM005                 | CDM SMITH INC.                                 | 23-00903 | WWTP ASSISTANCE & VARIOUS      | 22,858.23    | 0.00        | B       |
|                          | Extd Total: Reserve for ARP Funds              |          |                                | 22,858.23    |             |         |
|                          | Department Total: Reserve for ARP Funds        |          |                                | 22,858.23    |             |         |

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| Budget Account<br>Vendor | Description                                             | P.O. Id  | P.O. Description               | Amount       | Void Amount | PO Type |
|--------------------------|---------------------------------------------------------|----------|--------------------------------|--------------|-------------|---------|
| 3-07-55-599-000-299      | ACCRUED INTEREST ON BONDS & NOTES                       |          |                                |              |             |         |
| NJEIT                    | NJ ENVIRON.INFRA.TRUST                                  | 23-01894 | NJEIT-Principal/Interest/Admin | 45,298.99    | 0.00        |         |
|                          | Extd Total:                                             |          |                                | 45,298.99    |             |         |
|                          | Department Total:                                       |          |                                | 45,298.99    |             |         |
|                          | CAFR Total:                                             |          |                                | 1,251,024.52 |             |         |
|                          | Fund Total: SEWER UTILITY: BUDGET:                      |          |                                | 1,251,024.52 |             |         |
|                          | Year Total:                                             |          |                                | 5,759,507.76 |             |         |
| Fund:                    | GENERAL CAPITAL FUND BUDGET:                            |          |                                |              |             |         |
| Extd:                    | Ord. 2018-57 Acq. of Real Property FH                   |          |                                |              |             |         |
| C-04-55-998-176-001      | Section 20 Costs                                        |          |                                |              |             |         |
| TMASSO                   | T & M ASSOCIATES                                        | 21-02853 | FIRE DEPARTMENT HEADQUARTERS   | 24,419.02    | 0.00        | B       |
|                          | Extd Total: Ord. 2018-57 Acq. of Real Property FH       |          |                                | 24,419.02    |             |         |
|                          | Department Total:                                       |          |                                | 24,419.02    |             |         |
|                          | CAFR Total:                                             |          |                                | 24,419.02    |             |         |
|                          | Fund Total: GENERAL CAPITAL FUND BUDGET:                |          |                                | 24,419.02    |             |         |
| Fund:                    | PARKING CAPITAL                                         |          |                                |              |             |         |
| Department:              | Ord. 2020-8 Memorial Drive Paving                       |          |                                |              |             |         |
| Extd:                    | Ord. 2020-8 Memorial Drive Paving                       |          |                                |              |             |         |
| C-09-17-906-000-901      | Section 20 Costs                                        |          |                                |              |             |         |
| TMASSO                   | T & M ASSOCIATES                                        | 20-03383 | Reso 2020-303 Memorial Dr.     | 17,129.66    | 0.00        | B       |
|                          | Extd Total: Ord. 2020-8 Memorial Drive Paving           |          |                                | 17,129.66    |             |         |
|                          | Department Total: Ord. 2020-8 Memorial Drive Paving     |          |                                | 17,129.66    |             |         |
| Department:              | Ord. 2020-24 Bond Street Improvements                   |          |                                |              |             |         |
| Extd:                    | Ord. 2020-24 Bond Street Improvements                   |          |                                |              |             |         |
| C-09-17-907-000-901      | Section 20 Costs                                        |          |                                |              |             |         |
| TMASSO                   | T & M ASSOCIATES                                        | 20-03381 | Reso 2020-302 Bond St. Improv  | 742.00       | 0.00        | B       |
|                          | Extd Total: Ord. 2020-24 Bond Street Improvements       |          |                                | 742.00       |             |         |
|                          | Department Total: Ord. 2020-24 Bond Street Improvements |          |                                | 742.00       |             |         |
| Department:              | Ord. 2022-8 Various Rd. Improvements                    |          |                                |              |             |         |
| Extd:                    | Ord. 2022-8 Various Rd. Improvements                    |          |                                |              |             |         |
| C-09-17-909-000-904      | Section 20 Costs                                        |          |                                |              |             |         |
| TMASSO                   | T & M ASSOCIATES                                        | 22-01654 | MONROE, COMSTOCK & EIGHT ROADS | 3,040.21     | 0.00        | B       |
|                          | Extd Total: Ord. 2022-8 Various Rd. Improvements        |          |                                | 3,040.21     |             |         |
|                          | Department Total: Ord. 2022-8 Various Rd. Improvements  |          |                                | 3,040.21     |             |         |
|                          | CAFR Total:                                             |          |                                | 20,911.87    |             |         |
|                          | Fund Total: PARKING CAPITAL                             |          |                                | 20,911.87    |             |         |

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| Budget Account<br>Vendor | Description                                                         | P.O. Id | P.O. Description | Amount     | Void Amount | PO Type |
|--------------------------|---------------------------------------------------------------------|---------|------------------|------------|-------------|---------|
| Fund:                    | BEACH CAPITAL FUND BUDGET:                                          |         |                  |            |             |         |
| Extd:                    | Ord. 2022-15 Beach Utility Improvements                             |         |                  |            |             |         |
| C-10-55-101-103-002      | Beach Utility Improv./Equipment                                     |         |                  |            |             |         |
| THEBRO                   | THE BROYHILL MANUFACTURING CO. 23-00902 ONE-MAN REFUSE COLLECTIONS  |         |                  | 242,922.70 | 0.00        |         |
|                          | Extd Total: Ord. 2022-15 Beach Utility Improvements                 |         |                  | 242,922.70 |             |         |
|                          | Department Total:                                                   |         |                  | 242,922.70 |             |         |
|                          | CAFR Total:                                                         |         |                  | 242,922.70 |             |         |
|                          | Fund Total: BEACH CAPITAL FUND BUDGET:                              |         |                  | 242,922.70 |             |         |
|                          | Year Total:                                                         |         |                  | 288,253.59 |             |         |
| Fund:                    | GRANT FUND BUDGET:                                                  |         |                  |            |             |         |
| G-02-43-889-018-200      | Recycling Tonnage Grant                                             |         |                  |            |             |         |
| ATLPLU                   | ATLANTIC PLUMBING SUPPLY CORP. 23-01235 FIVE WATER FILLING STATIONS |         |                  | 20,450.69  | 0.00        |         |
|                          | Extd Total:                                                         |         |                  | 20,450.69  |             |         |
|                          | Department Total:                                                   |         |                  | 20,450.69  |             |         |
| G-02-43-918-019-200      | Recycling Tonnage Grant                                             |         |                  |            |             |         |
| ATLPLU                   | ATLANTIC PLUMBING SUPPLY CORP. 23-01235 FIVE WATER FILLING STATIONS |         |                  | 1,012.38   | 0.00        |         |
|                          | Extd Total:                                                         |         |                  | 1,012.38   |             |         |
|                          | Department Total:                                                   |         |                  | 1,012.38   |             |         |
| G-02-43-956-022-213      | Safe Routes to Transit Grant                                        |         |                  |            |             |         |
| TMASSO                   | T & M ASSOCIATES 22-02806 SAFE ROUTES TO TRANSIT                    |         |                  | 2,738.50   | 0.00        | B       |
|                          | Extd Total:                                                         |         |                  | 2,738.50   |             |         |
|                          | Department Total:                                                   |         |                  | 2,738.50   |             |         |
| G-02-43-958-023-220      | Senior Center Grant                                                 |         |                  |            |             |         |
| SPRCON                   | SPRINGWOOD CENTER CONDOMINIUM 23-01943 2nd Q 2023 Condo Fees        |         |                  | 7,497.75   | 0.00        |         |
|                          | Extd Total:                                                         |         |                  | 7,497.75   |             |         |
|                          | Department Total:                                                   |         |                  | 7,497.75   |             |         |
| G-02-43-964-023-220      | North to Shore Music Festival Grant 2023                            |         |                  |            |             |         |
| WENDI005                 | Wendi Glassman 23-01944 North to Shore Festival supp.               |         |                  | 312.35     | 0.00        |         |
|                          | Extd Total:                                                         |         |                  | 312.35     |             |         |
|                          | Department Total:                                                   |         |                  | 312.35     |             |         |
|                          | CAFR Total:                                                         |         |                  | 32,011.67  |             |         |
|                          | Fund Total: GRANT FUND BUDGET:                                      |         |                  | 32,011.67  |             |         |
|                          | Year Total:                                                         |         |                  | 32,011.67  |             |         |
| Fund:                    | COMMUNITY DEVELOPMENT BLK GRANT BUDGET:                             |         |                  |            |             |         |
| Extd:                    | 2022 CDBG B-22-MC-34-0100                                           |         |                  |            |             |         |
| T-17-81-850-850-001      | 2022 Administration                                                 |         |                  |            |             |         |
| CRAPRI                   | CRAFTMASTER PRINTING, INC. 23-01755 Movies in the Parks-fliers      |         |                  | 1,119.30   | 0.00        |         |

Attachment: Bill List 7-14-23 (2023-370 : Payment of Bills)

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CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

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| Budget Account<br>Vendor              | Description                                         | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|---------------------------------------|-----------------------------------------------------|----------|--------------------------------|-----------|-------------|---------|
| T-17-81-850-850-001                   | 2022 Administration                                 |          | Continued                      |           |             |         |
| CRAPRI CRAFTMASTER PRINTING, INC.     |                                                     | 23-01834 | Movies in Park Spanish Version | 1,049.00  | 0.00        |         |
|                                       |                                                     |          |                                | 2,168.30  |             |         |
| T-17-81-850-850-002                   | 2022 Transportation Services                        |          |                                |           |             |         |
| EZRID005 EZ RIDE                      |                                                     | 23-01956 | INV #6505 RIDESHARE DEPOSIT    | 10,000.00 | 0.00        |         |
| T-17-81-850-850-005                   | 2022 Community Events                               |          |                                |           |             |         |
| SHORIT SAKER SHOPRITE, INC.           |                                                     | 23-01867 | Beverages for Movies in Parks  | 132.28    | 0.00        | B       |
|                                       | Extd Total: 2022 CDBG B-22-MC-34-0100               |          |                                | 12,300.58 |             |         |
|                                       | Department Total:                                   |          |                                | 12,300.58 |             |         |
|                                       | CAFR Total:                                         |          |                                | 12,300.58 |             |         |
|                                       | Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET: |          |                                | 12,300.58 |             |         |
| Fund:                                 | TRUST OTHER                                         |          |                                |           |             |         |
| T-20-56-850-860-801                   | Reserve for Unemployment Compensation               |          |                                |           |             |         |
| NJLABO NJ DEPT.OF LABOR:DIV.OF EMPLOY |                                                     | 23-01827 | 2nd Q 2021 Unemployment        | 8,792.53  | 0.00        |         |
| NJLABO NJ DEPT.OF LABOR:DIV.OF EMPLOY |                                                     | 23-01925 | 1st Q 2021 Additional Funds    | 92.88     | 0.00        |         |
|                                       |                                                     |          |                                | 8,885.41  |             |         |
|                                       | Extd Total:                                         |          |                                | 8,885.41  |             |         |
| T-20-56-850-868-801                   | Reserve for P.O.A.A.                                |          |                                |           |             |         |
| MUNREC MUNICIPAL RECORD SERVICE       |                                                     | 23-01796 | ATS MAILERS                    | 2,370.00  | 0.00        |         |
|                                       | Extd Total:                                         |          |                                | 2,370.00  |             |         |
|                                       | Department Total:                                   |          |                                | 11,255.41 |             |         |
|                                       | CAFR Total:                                         |          |                                | 11,255.41 |             |         |
|                                       | Fund Total: TRUST OTHER                             |          |                                | 11,255.41 |             |         |
| Fund:                                 | PLANNING & ZONING ESCROW FUND BUDGET:               |          |                                |           |             |         |
| CAFR:                                 | PLANNING & ZONING ESCROW FUND BUDGET:               |          |                                |           |             |         |
| T-21-00-274-000-299                   | 208 MAIN STREET (DB VENTURES, LLC)                  |          |                                |           |             |         |
| INSENG INSITE ENGINEERING, LLC        |                                                     | 23-01752 | PROF SVS ENG/INSPECTIONS MAY   | 262.50    | 0.00        |         |
|                                       | Extd Total:                                         |          |                                | 262.50    |             |         |
|                                       | Department Total:                                   |          |                                | 262.50    |             |         |
| T-21-00-447-000-299                   | 545 LAKE-INSPECTION(545 LAKE AVE,LLC)               |          |                                |           |             |         |
| INSENG INSITE ENGINEERING, LLC        |                                                     | 23-01752 | PROF SVS ENG/INSPECTIONS MAY   | 418.93    | 0.00        |         |
|                                       | Extd Total:                                         |          |                                | 418.93    |             |         |
|                                       | Department Total:                                   |          |                                | 418.93    |             |         |
| T-21-00-466-000-299                   | 215 1ST AVE(REGIONAL DEVELOPMENT GROUP)             |          |                                |           |             |         |
| CITY CITY OF ASBURY PARK              |                                                     | 23-01896 | TRANSFER OF ESCROW FUNDS       | 23,314.65 | 0.00        |         |
|                                       | Extd Total:                                         |          |                                | 23,314.65 |             |         |
|                                       | Department Total:                                   |          |                                | 23,314.65 |             |         |

Attachment: Bill List 7-14-23 (2023-370 : Payment of Bills)

| Budget Account<br>Vendor | Description                              | P.O. Id  | P.O. Description             | Amount   | Void Amount | PO Type |
|--------------------------|------------------------------------------|----------|------------------------------|----------|-------------|---------|
| T-21-00-473-000-299      | 1156 SPRINGWOOD-INSPECTIONS(INTERFAITH)  |          |                              |          |             |         |
| INSENG                   | INSITE ENGINEERING, LLC                  | 23-01752 | PROF SVS ENG/INSPECTIONS MAY | 394.18   | 0.00        |         |
|                          | Extd Total:                              |          |                              | 394.18   |             |         |
|                          | Department Total:                        |          |                              | 394.18   |             |         |
| T-21-00-498-000-299      | 704 4TH AVE(13 GRAND POINT WAY, LLC)     |          |                              |          |             |         |
| INSENG                   | INSITE ENGINEERING, LLC                  | 23-01752 | PROF SVS ENG/INSPECTIONS MAY | 727.09   | 0.00        |         |
|                          | Extd Total:                              |          |                              | 727.09   |             |         |
|                          | Department Total:                        |          |                              | 727.09   |             |         |
| T-21-00-499-000-299      | 216-2183RD/215-219 2ND(TRC)(K.HOVNANIAN) |          |                              |          |             |         |
| INSENG                   | INSITE ENGINEERING, LLC                  | 23-01752 | PROF SVS ENG/INSPECTIONS MAY | 783.64   | 0.00        |         |
|                          | Extd Total:                              |          |                              | 783.64   |             |         |
|                          | Department Total:                        |          |                              | 783.64   |             |         |
| T-21-00-516-000-299      | 507 BOND ST(INSPECTION)(EAGON BROS.PTR.) |          |                              |          |             |         |
| INSENG                   | INSITE ENGINEERING, LLC                  | 23-01752 | PROF SVS ENG/INSPECTIONS MAY | 223.50   | 0.00        |         |
|                          | Extd Total:                              |          |                              | 223.50   |             |         |
|                          | Department Total:                        |          |                              | 223.50   |             |         |
| T-21-00-518-000-299      | AP TRIANGLE-INSPECTION(ASBURY PRT/iStar) |          |                              |          |             |         |
| INSENG                   | INSITE ENGINEERING, LLC                  | 23-01752 | PROF SVS ENG/INSPECTIONS MAY | 1,245.60 | 0.00        |         |
|                          | Extd Total:                              |          |                              | 1,245.60 |             |         |
|                          | Department Total:                        |          |                              | 1,245.60 |             |         |
| Department: B.A.N's      |                                          |          |                              |          |             |         |
| T-21-00-521-000-299      | 637/701 LAKE AVENUE(DOUGLAS DEVELOPMENT) |          |                              |          |             |         |
| INSENG                   | INSITE ENGINEERING, LLC                  | 23-01752 | PROF SVS ENG/INSPECTIONS MAY | 2,534.25 | 0.00        |         |
|                          | Extd Total:                              |          |                              | 2,534.25 |             |         |
|                          | Department Total: B.A.N's                |          |                              | 2,534.25 |             |         |
| T-21-00-526-000-299      | 527 BANGS-INSPECTIONS (PEARLBUD REALTY)  |          |                              |          |             |         |
| INSENG                   | INSITE ENGINEERING, LLC                  | 23-01752 | PROF SVS ENG/INSPECTIONS MAY | 994.18   | 0.00        |         |
|                          | Extd Total:                              |          |                              | 994.18   |             |         |
|                          | Department Total:                        |          |                              | 994.18   |             |         |
| T-21-00-534-000-299      | 1317-1319 SPRINGWOOD(BROTHER INTHE BLUE) |          |                              |          |             |         |
| INSENG                   | INSITE ENGINEERING, LLC                  | 23-01610 | PB/ZB Insite Bro in Blue     | 1,537.25 | 0.00        |         |
|                          | Extd Total:                              |          |                              | 1,537.25 |             |         |
|                          | Department Total:                        |          |                              | 1,537.25 |             |         |

Attachment: Bill List 7-14-23 (2023-370 : Payment of Bills)

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CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

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| Budget Account<br>Vendor                                                    | Description                                                          | P.O. Id  | P.O. Description             | Amount    | Void Amount | PO Type |
|-----------------------------------------------------------------------------|----------------------------------------------------------------------|----------|------------------------------|-----------|-------------|---------|
| T-21-00-550-000-299<br>INSENG                                               | 115 4TH/1209 OCEAN/150 5TH(SOMERSET AP)<br>INSITE ENGINEERING, LLC   | 23-01752 | PROF SVS ENG/INSPECTIONS MAY | 2,597.25  | 0.00        |         |
|                                                                             | Extd Total:                                                          |          |                              | 2,597.25  |             |         |
|                                                                             | Department Total:                                                    |          |                              | 2,597.25  |             |         |
| T-21-00-563-000-299<br>INSENG                                               | 302 ATKINS(INSPECT.)(INERFATH NEIGHBORS)<br>INSITE ENGINEERING, LLC  | 23-01752 | PROF SVS ENG/INSPECTIONS MAY | 655.18    | 0.00        |         |
|                                                                             | Extd Total:                                                          |          |                              | 655.18    |             |         |
|                                                                             | Department Total:                                                    |          |                              | 655.18    |             |         |
| T-21-00-565-000-299<br>INSENG                                               | 917 3RD AVENUE(MA 917 3RD AVENUE, LLC)<br>INSITE ENGINEERING, LLC    | 23-01752 | PROF SVS ENG/INSPECTIONS MAY | 643.50    | 0.00        |         |
|                                                                             | Extd Total:                                                          |          |                              | 643.50    |             |         |
|                                                                             | Department Total:                                                    |          |                              | 643.50    |             |         |
| T-21-00-568-000-299<br>INSENG                                               | BL 4001(INSPE.FEES)(AP BL 4001 VENTURE)<br>INSITE ENGINEERING, LLC   | 23-01752 | PROF SVS ENG/INSPECTIONS MAY | 784.43    | 0.00        |         |
|                                                                             | Extd Total:                                                          |          |                              | 784.43    |             |         |
|                                                                             | Department Total:                                                    |          |                              | 784.43    |             |         |
| T-21-00-572-000-299<br>INSENG                                               | 202 7TH AVE(INSPE.FEES)(202 7TH AVE, LLC)<br>INSITE ENGINEERING, LLC | 23-01752 | PROF SVS ENG/INSPECTIONS MAY | 576.60    | 0.00        |         |
| TMASSO                                                                      | T & M ASSOCIATES                                                     | 23-01872 | LAF440002 2027th Ave.        | 366.75    | 0.00        |         |
|                                                                             |                                                                      |          |                              | 943.35    |             |         |
|                                                                             | Extd Total:                                                          |          |                              | 943.35    |             |         |
|                                                                             | Department Total:                                                    |          |                              | 943.35    |             |         |
| T-21-00-579-000-299<br>INSENG                                               | 1123 SUMMERFIELD(1123 SUMMERFIELD, LLC)<br>INSITE ENGINEERING, LLC   | 23-01752 | PROF SVS ENG/INSPECTIONS MAY | 337.50    | 0.00        |         |
|                                                                             | Extd Total:                                                          |          |                              | 337.50    |             |         |
|                                                                             | Department Total:                                                    |          |                              | 337.50    |             |         |
| T-21-00-587-000-299<br>INSENG                                               | 905 SUMMERFIELD AVE(LUIS+EDNA IRIZARRY)<br>INSITE ENGINEERING, LLC   | 23-01752 | PROF SVS ENG/INSPECTIONS MAY | 867.00    | 0.00        |         |
|                                                                             | Extd Total:                                                          |          |                              | 867.00    |             |         |
|                                                                             | Department Total:                                                    |          |                              | 867.00    |             |         |
|                                                                             | CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:                    |          |                              | 39,263.98 |             |         |
|                                                                             | Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:                    |          |                              | 39,263.98 |             |         |
|                                                                             | Year Total:                                                          |          |                              | 62,819.97 |             |         |
| Total Charged Lines: 327 Total List Amount: 6,144,228.99 Total Void Amount: |                                                                      |          |                              | 0.00      |             |         |

Attachment: Bill List 7-14-23 (2023-370 : Payment of Bills)

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

| Totals by Year-Fund<br>Fund Description | Fund | Budget Total | Revenue Total | G/L Total | Total        |
|-----------------------------------------|------|--------------|---------------|-----------|--------------|
| CURRENT                                 | 2-01 | 220.00       | 0.00          | 0.00      | 220.00       |
| SEWER UTILITY: BUDGET:                  | 2-07 | 1,416.00     | 0.00          | 0.00      | 1,416.00     |
| Year Total:                             |      | 1,636.00     | 0.00          | 0.00      | 1,636.00     |
| CURRENT                                 | 3-01 | 4,276,814.27 | 0.00          | 0.00      | 4,276,814.27 |
| BEACH                                   | 3-05 | 154,680.50   | 0.00          | 0.00      | 154,680.50   |
| TRANSPORTATION UTILITY: BUDGET:         | 3-06 | 76,988.47    | 0.00          | 0.00      | 76,988.47    |
| SEWER UTILITY: BUDGET:                  | 3-07 | 1,251,024.52 | 0.00          | 0.00      | 1,251,024.52 |
| Year Total:                             |      | 5,759,507.76 | 0.00          | 0.00      | 5,759,507.76 |
| GENERAL CAPITAL FUND BUDGET:            | C-04 | 24,419.02    | 0.00          | 0.00      | 24,419.02    |
| PARKING CAPITAL                         | C-09 | 20,911.87    | 0.00          | 0.00      | 20,911.87    |
| BEACH CAPITAL FUND BUDGET:              | C-10 | 242,922.70   | 0.00          | 0.00      | 242,922.70   |
| Year Total:                             |      | 288,253.59   | 0.00          | 0.00      | 288,253.59   |
| GRANT FUND BUDGET:                      | G-02 | 32,011.67    | 0.00          | 0.00      | 32,011.67    |
| COMMUNITY DEVELOPMENT BLK GRANT BUDGE   | T-17 | 12,300.58    | 0.00          | 0.00      | 12,300.58    |
| TRUST OTHER                             | T-20 | 11,255.41    | 0.00          | 0.00      | 11,255.41    |
| PLANNING & ZONING ESCROW FUND BUDGET:   | T-21 | 39,263.98    | 0.00          | 0.00      | 39,263.98    |
| Year Total:                             |      | 62,819.97    | 0.00          | 0.00      | 62,819.97    |
| Total of All Funds:                     |      | 6,144,228.99 | 0.00          | 0.00      | 6,144,228.99 |



**July 12, 2023 Council Meeting**

|                                                |                 |
|------------------------------------------------|-----------------|
| Balance Brought Forward from Total List Amount | \$ 6,144,228.99 |
| Lucas Brothers, Inc. (22-03390-07)             | \$ 401,422.70   |
| Deal Lake Village Gardens (23-00698)           | \$ 16,925.81    |

|        |                        |
|--------|------------------------|
| Total: | <u>\$ 6,562,577.50</u> |
|--------|------------------------|





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, July 12, 2023  
RESOLUTION SUMMARY

**2023-348**

Resolution authorizing a professional service contract to the Rodger's Group (Lexipol) for online Police training module 2023 -2024 totaling \$19,994.40



## RESOLUTION NO. 2023-348

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

### **RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO THE RODGER'S GROUP (LEXIPOL) FOR POLICE TRAINING**

**WHEREAS**, the City has a need for training modules that are specifically designed to meet the New Jersey Attorney General's mandatory In-Service requirements; and

**WHEREAS**, the City has obtained the attached invoice from the Rodger's Group (Lexipol) totaling \$19,994.40; and

**WHEREAS**, this professional service is exempt from public bidding as per N.J.S.A. 40A:11-5(1)(dd) Professional Services; and

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

**WHEREAS**, the Chief Financial Officer has certified that funds are available in the Current Fund 3-01-25-240-000-237; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services related to the Police Department training Modules to The Rodger's Group (Lexipol) in the amount of \$19,994.00; and

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-348 which was finally adopted by the City Council at a meeting held on the 12th day of July, 2023

CERTIFIED BY ME THIS 13th DAY OF July, 2023.

LISA ESPOSITO  
CITY CLERK



# Invoice

#INVLHI1112

6/1/2023

**Bill To**  
 Asbury Park Police Department  
 1 Municipal Plz  
 Asbury Park NJ 07712  
 United States

**End User**  
 15431 Asbury Park Police Department

**Terms**  
 Net 30

**Due Date**  
 7/1/2023

**PO #**

**Contract Term**  
 7/1/2023 to 6/30/2024

| Description         | Qty | Rate        | Amount      |
|---------------------|-----|-------------|-------------|
| TRG Online Training | 1   | \$19,994.40 | \$19,994.40 |

92 Sworn Officers  
 27 SLEO

|                      |             |
|----------------------|-------------|
| <b>Subtotal</b>      | \$19,994.40 |
| <b>Tax Total (%)</b> | \$0.00      |
| <b>Invoice Total</b> | \$19,994.40 |
| <b>Amount Paid</b>   | \$0.00      |
| <b>Amount Due</b>    | \$19,994.40 |

[Click here to submit your accounting inquiry](#)

ACH Payments to:  
 Lexipol LLC  
 Routing# 031207607  
 Account# 8026454197  
 PNC Bank, N.A.  
 249 Fifth Avenue  
 Pittsburgh, PA 15222  
 Payment Notice to  
[receivables@lexipol.com](mailto:receivables@lexipol.com)

Please Make Checks Payable to:  
 Lexipol, LLC  
 2611 Internet Blvd, Suite 100  
 Frisco, Tx 75034-9085

Attachment: THE RODGER'S GROUP - LEXIPOL QUOTE (2023-348 : Authorizing a Professional Services Contract to The Rodger's Group

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Lexipol, LLC</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                     |
| 2 Business name/disregarded entity name, if different from above<br><b>Praetorian Digital, Cordico, The Rodgers Group, CareerCert</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                     |
| 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.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>P</b><br>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.<br><br><input type="checkbox"/> Other (see instructions) ► | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><i>(Applies to accounts maintained outside the U.S.)</i> |
| 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>2611 Internet Blvd, Ste. 100</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Requester's name and address (optional)                                                                                                                                                                                                                             |
| 6 City, state, and ZIP code<br><b>Frisco, TX 75034</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                     |
| 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                     |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |   |  |   |   |   |   |   |   |   |
|--------------------------------|---|--|---|---|---|---|---|---|---|
| Social security number         |   |  |   |   |   |   |   |   |   |
|                                |   |  |   |   |   |   |   |   |   |
| or                             |   |  |   |   |   |   |   |   |   |
| Employer identification number |   |  |   |   |   |   |   |   |   |
| 7                              | 1 |  | 0 | 9 | 3 | 4 | 1 | 1 | 3 |

## Part II Certification

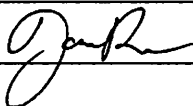
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►



Date ► March 6, 2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, July 12, 2023  
RESOLUTION SUMMARY

**2023-352**

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



## RESOLUTION NO. 2023-352

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

### **RESOLUTION TO AMEND RESOLUTION #2023-310 AWARDED CONTRACT FOR PROFESSIONAL SERVICE OF ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE**

**WHEREAS**, Resolution 2023-310 is being amended to reflect the available funds in account T-17-78-850-850-001 and not 3-01-20-100-000-209; and

**WHEREAS**, the City of Asbury Park solicited request for qualifications (RFQ) for Professional Service for the preparation of an Analysis of Impediments to Fair Housing Choice; and

**WHEREAS**, Civitas, LLC submitted the lowest responsive and responsible proposal in accordance with the RFQ; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) requires its Grantees (City of Asbury Park) to provide an updated Analysis of Impediments every 5 years; and

**WHEREAS**, the Analysis of Impediments will help to inform residents and stakeholders of the City of Asbury Park's strategy for addressing fair housing issues and identify what actions will be taken to address the issues over the next five years; and

**WHEREAS**, the not-to-exceed cost for Professional Service for an Analysis of Impediments to Fair Housing Choice shall not exceed \$25,000.00; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in account T-17-78-850-850-001; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorize payment to Civitas, LLC for Professional

Service for an Analysis of Impediments to Fair Housing Choice in the not-to-exceed amount of \$25,000.00.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-352 which was finally adopted by the City Council at a meeting held on the 12th day of July, 2023

CERTIFIED BY ME THIS 13th DAY OF July, 2023.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, July 12, 2023  
RESOLUTION SUMMARY

**2023-371**

Contract With Jersey Professional Management For Executive Recruitment Services



## RESOLUTION NO. 2023-371

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

### **RESOLUTION AUTHORIZING A CONTRACT WITH JERSEY PROFESSIONAL MANAGEMENT FOR EXECUTIVE RECRUITMENT SERVICES**

**WHEREAS**, there will exist a vacancy in the position of City Manager for the City of Asbury Park as of January 1, 2024, following the retirement of the current City Manager, Donna M. Vieiro, as of December 31, 2023; and

**WHEREAS**, prior to then, there exists a need for specialized and qualitative services requiring expertise, extensive training and proven reputation concerning the recruitment of a new City Manager to serve the City following Ms. Vieiro's retirement; and

**WHEREAS**, the City has solicited proposals from two (2) executive recruitment firms that have the requisite expertise, extensive training and proven reputation in the field of recruitment for this type of position; and

**WHEREAS**, the City wishes to award the contract for these services to Jersey Professional Management ("JPM") based upon its proposal dated July 5, 2023, a copy of which is attached hereto and made a part hereof; and

**WHEREAS**, the fee associated with the proposed contract with JPM shall not exceed the total amount of \$14,000.00; and

**WHEREAS**, the City's Chief Financial Officer has certified to sufficient funding for the proposed contract with JPM in budget account 3-01-20-100-000-209; and

**WHEREAS**, the proposed contract with JPM shall be awarded as an "Extraordinary Unspecifiable Services" contract pursuant to and in accordance with the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) (the "Act"), given the fact that the services involved are specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field of endeavor [See N.J.S.A. 40A:11-2(7), N.J.S.A. 40A:11-5(1)(a)(i) and N.J.A.C. 5:34-2.2]; and

**WHEREAS**, the Act requires that the resolution authorizing the award of contracts concerning "Extraordinary Unspecifiable Services" without competitive bids, and the contract itself, must be available for public inspection; and

**WHEREAS**, the Act also requires the municipality to place a notice of the award of the contract in an official newspaper of the municipality following the award of the contract.

**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 City hereby awards a contract for “Extraordinary Unspecifiable Services,” to Jersey Professional Management (“JPM”) for executive recruitment services relating to the search for a new City Manager for the City of Asbury Park, in order to fill the vacancy in that position which will exist as of January 1, 2024.
2. That the award of this contract is based upon the attached proposal from JPM, dated July 5, 2023.
3. That the total fees for services relating to the contract with JPM shall not exceed \$14,000.00.
4. That this contract is awarded without competitive bidding as an “Extraordinary Unspecifiable Service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Act because the requested services are specialized recruitment services that require expertise, extensive training and proven reputation.
5. That a notice of this action shall be published in the official newspaper authorized to publish notices for the City of Asbury Park within twenty (20) days following the passage of this Resolution.
6. That a certified copy of this Resolution shall be provided to each of the following:
  - a. Jersey Professional Management;
  - b. Donna M. Vieiro, City Manager;
  - c. JoAnn Boos, CFO;
  - d. Tracy Lizardi, Director of Purchasing, QPA/Assistant CFO; and
  - e. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-371 which was finally adopted by the City Council at a meeting held on the 12th day of July, 2023

CERTIFIED BY ME THIS 13th DAY OF July, 2023.

LISA ESPOSITO  
CITY CLERK



July 5, 2023

Ms. Donna M. Vieiro  
City Manager  
City of Asbury Park  
1 Municipal Plaza  
Asbury Park, NJ 07712

SEND VIA EMAIL: [donna.vieiro@cityofasburypark.com](mailto:donna.vieiro@cityofasburypark.com)

**Re: Proposal for Recruitment of City Manager**

Dear City Manager Vieiro;

Thank you for the opportunity to submit a proposal to help recruit a new City Manager for the City of Asbury Park. As we discussed, this proposal reflects our newly updated executive recruitment process, which incorporates current best practices in our field. Also, I will be the sole recruiter under this contract if awarded to JPM.

**A. EXECUTIVE RECRUITMENT**

**1. *Our unique understanding of municipal leadership and management requirements...***

JPM has an extensive background in organizational development within local government, and a unique understanding on how professional management helps governing bodies advance their goals for overall municipal excellence and quality of life within the community.

JPM's president and lead recruiter, Tom Czerniecki, is an award-winning municipal manager and municipal planner and will work directly with you on this recruitment. In addition, he has extensive training and experience in the application of quality management tools to local government.

**2. *What sets us further apart...***

Once the recruitment process identifies a candidate (Phases 1 through 4), ***our job is not yet complete!*** We will make sure your new City Manager is properly on-boarded and transitioned into his/her role. Lastly, included in the cost proposed, JPM will coordinate an initial performance review in the 6-12 month period, which is done at the governing body's option but is highly recommended.

***If the selected candidate leaves your employment within 12-months of appointment, we will conduct another search at no cost to the client.***

[jerseyprofessionalmgt.com](http://jerseyprofessionalmgt.com)

### 3. *We will . . .*

- Coordinate and manage the entire selection process in the most timely and orderly fashion possible.
- With our reputation for promoting professionalism in local government, carefully directed advertisements, networking, and our unique selection process, we will bring forward the greatest quantity and quality of the best available candidates.
- You and your staff will not be burdened with any of the time-consuming details, correspondence, or scheduling.
- We will help you build the consensus necessary to obtain final approval for hiring.

### 4. *Description of JPM's recruitment process . . .*

The following framework is implemented to find the optimal candidate for your organization.

#### **Phase 1 - Preparation**

- Initial kickoff meeting with search team to review process, identify big picture priorities and ideal candidate profile.
- Interview senior staff providing them with an opportunity to comment on organizational needs.
- Update the municipal organizational chart and job description for the initial round of candidates to reference.

#### **Phase 2: Marketing**

- Broadly distribute job announcement/brochure through multiple channels including paid media, digital marketing, and traditional mail to JPM's internally cultivated database.
- Initiate direct calls to potential candidates that may be particularly well-suited for your municipality based on the results of the preparation phase.

#### **Phase 3: Screening**

- Keep municipality updated on a weekly basis of status of incoming resumes.
- Provide professional updates on the status of search to all applicants reflecting municipality's professional image.

[jerseyprofessionalmgmt.com](http://jerseyprofessionalmgmt.com)

- Meet with search committee to determine first round candidates and communicate results to all involved.

#### **Phase 4: Selection**

- JPM to develop case study questions for candidates that are unique to your municipality for first round candidates.
- An internal team of expert JPM managers will review and provide the search committee with its feedback on case study responses.
- JPM will interview all first-round candidates. Based on the results of case study question results and first round interview, help the search committee identify list of 4-6 semi-finalists.
- Coordinate and moderate semi-finalist interviews and assist search committee select finalists.
- Coordinate a leadership & personality assessment of finalists so that the search committee can better understand how candidates' strengths align with the organization.
- Coordinate and moderate finalists' interviews.
- Participate in any other meetings related to selection as requested by search committee.
- Negotiate offer with the selected candidate.

#### **Phase 5: Post Selection**

- Initiate and organize the on-boarding process (office, forms, technology).
- Organize orientation (make sure new employees is aware of essential policies and procedures).
- Organize transition (make sure employee is aware of status of priority issues, has a plan and schedule to meet key stakeholders in the community and the organization).
- Coordinate and lead (if requested by Mayor) a 6-to-12-month performance review.
- Provide new administrator with access to 3-free sessions with JPM's executive coaching experts who are accredited by the Internal Coach Federation (ICF).

**B. PRICING PROPOSAL**

- Jersey Professional Management will conduct and coordinate the entire recruitment and selection process of a new City Manager for a flat fee of **\$14,000**.
  - JPM would invoice and be paid **\$2,800 for each phase** of the recruitment process. The last phase would be paid when the new Manager has been employed for 30-business days.
- Payment for any direct costs of advertising (i.e. League Magazine) will also be the responsibility of the municipality.
- All printing and postage charges are included in the proposed fee.

**C. MICELLANEOUS****Timeliness and schedule**

Recruiting is one of our primary services. Our staff is ready to go upon your approval. We can complete this process in 90 days depending upon your availability and meeting schedules.

**Additional information**

- The fees included in this proposal are valid for 30 days.
- We are available anytime for a presentation Mayor and governing body or any Search Committee appointed.

Sincerely,



Thomas J. Czerniecki, PP, AICP, MPA  
Chief Executive Officer

Please sign and return if this proposal is acceptable and to authorize work to start:

Accepted & Authorized by: \_\_\_\_\_ Date \_\_\_\_\_



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, July 12, 2023  
RESOLUTION SUMMARY

**2023-372**

Resolution referring the State of New Jersey Electric Vehicle Ordinance to the Planning Board for their review and recommendation.



## RESOLUTION NO. 2023-372

**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 A PROPOSED REVISED ELECTRIC VEHICLE ORDINANCE TO THE CITY OF ASBURY PARK PLANNING BOARD, AND DIRECTING THE PLANNING BOARD TO TAKE CERTAIN ACTIONS PURSUANT TO THE NEW JERSEY MUNICIPAL LAND USE LAW.**

**WHEREAS**, the existing parking requirements for the City of Asbury Park (also referenced as either the “City” or “Asbury Park”) are currently set forth in Section 30-59 of the Code of the City of Asbury Park; and

**WHEREAS**, the New Jersey Department of Community Affairs (the “NJDCa”) has prepared a “model” Electric Vehicle Ordinance (the “EVO”) for use by New Jersey municipalities established by S3223 signed into law July 9, 2021; and

**WHEREAS**, the “model” EVO represents the minimum standards and expectations which must be followed by all New Jersey municipalities; however, municipalities are permitted to enact more stringent regulations in order to address the growing need for electric vehicle charging stations; and

**WHEREAS**, all New Jersey municipalities are required to update their existing development regulations in order to adopt, at a minimum, the standards set forth in the “model” EVO; and

**WHEREAS**, the City has reviewed the “model” EVO and has determined that it is in the best interests of the residents of the City to enact a new EVO which is based upon the “model” EVO; and

**WHEREAS**, a copy of the proposed new EVO is attached hereto; and

**WHEREAS**, since the proposed new EVO will effectuate a revision to the City’s land development regulations, it must be referred to the Planning Board prior to adoption pursuant to the requirements set forth in the New Jersey Municipal Land Use Law, specifically at N.J.S.A. 40:55D-1, in order to confirm consistency with the City’s Master Plan; and

**WHEREAS**, the Mayor and City Council therefore wish to refer the attached proposed

new EVO to the Planning Board for review as to its consistency with the City's Master Plan and/or for the Planning Board to make such recommendations as the Planning Board may wish to provide, before any formal action is undertaken by the Mayor and City Council to approve the new EVO.

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

1. That the Mayor and Council hereby refer the attached proposed new EVO to the Planning Board for review and recommendation in accordance with the requirements of the New Jersey Municipal Land Use Law, specifically per N.J.S.A. 40:55D-26(a) and N.J.S.A. 40:55D-62(a).
2. That the Planning Board is hereby authorized and directed to prepare a report (the "Planning Board Report") as to the consistency of the proposed new EVO with the City's Master Plan, and to provide any such other recommendations as deemed necessary by the Planning Board, within thirty-five (35) days of the date of referral.
3. That the Planning Board Report shall identify any provisions within the attached proposed new EVO that are inconsistent with the City's Master Plan, and provide any recommendations concerning those inconsistencies, as well as provide any further recommendations as the Planning Board deems appropriate.
4. That if the Planning Board Report is not transmitted to the Mayor and Council within thirty-five (35) days of the date of referral, then the Mayor and Council shall be relieved of the requirement to obtain a Planning Board Report relating to the matters which are set forth in the proposed new EVO.
5. That the Clerk of the City shall forward a copy of this Resolution, along with the attached proposed new EVO, to the Planning Board for its review and action forthwith.
6. That this Resolution shall take effect immediately.
7. That a certified copy of this Resolution shall be provided to each of the following:
  - a. Asbury Park Planning Board;
  - b. Jack Serpico, Esq., Planning Board Attorney;
  - c. Donna M. Vieiro, City Manager;
  - d. Jason D. Harzold, T&M Associates;
  - e. Michele Alonso, Director of Planning & Redevelopment; and
  - f. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-372 which was finally adopted by the City Council at a meeting held on the 12th day of July, 2023

CERTIFIED BY ME THIS 13th DAY OF July, 2023.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, July 12, 2023  
RESOLUTION SUMMARY

**2023-373**

Resolution opposing the construction of a new Natural Gas Energy Center in Woodbridge, New Jersey



## RESOLUTION NO. 2023-373

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

### **RESOLUTION IN OPPOSITION TO THE PROPOSED KEASBEY ENERGY CENTER AND SEEKING COMPETITIVE POWER VENTURES TO PURSUE A RENEWABLE POWER GENERATION FACILITY**

**WHEREAS**, Competitive Power Ventures (CPV) is proposing to build the Keasbey Energy Center, a 657- megawatt combined-cycle natural gas electric generating facility in Woodbridge, New Jersey, within a densely populated region of the most densely populated state; and

**WHEREAS**, while a gas-fired power plant of this type can operate 25 to 30 years and generates significant Greenhouse gases and other serious air contaminants affecting the health of residents during its lifetime, there are cleaner technologies currently available that can also generate power including solar and wind; and

**WHEREAS**, CPV is, as promoted on their website, “able to bring online award-winning projects that modernize the electric grid and are among the most efficient, reliable and environmentally responsible in the world” and has demonstrated success in securing approval for 762 MW of renewable generation throughout the country; and

**WHEREAS**, the New Jersey 2019 Energy Master Plan Strategy 2 is to “Accelerate Deployment of Renewable Energy and Distributed Energy Resources,” for which building this facility runs totally in opposition to that Strategy and the Master Plan stated Goal to reach “100% Clean Energy by 2050,” and most of the other stated goals in the New Jersey 2019 Energy Master Plan do not pursue expansion of fossil fuel energy power generation facilities;

**NOW, THEREFORE BE IT RESOLVED**, by the City of Asbury Park, County of Monmouth and State of New Jersey that we call on Competitive Power Venture to withdraw its application for a 657- megawatt combined-cycle natural gas electric generating facility in Woodbridge, New Jersey, and conversely has our support to pursue a renewable power generation facility that is both energy efficient and environmentally responsible.

**BE IT FURTHER RESOLVED**, that the Municipal Clerk shall forward this Resolution to the New Jersey Department of Environmental Protection as part of its review of facilities

subject to the Environmental Justice Law and the associated public hearing and enhanced public participation process.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-373 which was finally adopted by the City Council at a meeting held on the 12th day of July, 2023

CERTIFIED BY ME THIS 13th DAY OF July, 2023.

LISA ESPOSITO  
CITY CLERK

Dear City Council and City Manager,

The Asbury Park Green Team understands that the health of our community is intrinsically connected with other New Jersey municipalities, and we are committed to supporting environmental justice and health initiatives accordingly.

### **Request to Pass a Resolution Opposing the Keasby Gas Plant Project**

Competitive Power Ventures, the owner of a 725-mega-watt gas power plant in Woodbridge Township, is seeking approval to build another gas plant on the same site, located along the Raritan River in the Keasby section of Woodbridge Township. **If approved, this would permit double the air pollution from the facility and make it one of New Jersey's worst climate polluters, with 4.6 million tons of greenhouse gas emissions every year.**

**Food and Water Watch**, an environmental justice organization that the City previously partnered with on the clean energy ordinance, **has requested the City of Asbury Park to pass a resolution opposing the Keasby gas plant project.** If passed, Asbury Park would join Edison, Highland Park, Hoboken, Perth Amboy, Franklin Twp., Sayreville, Rahway, Somerset County, South Brunswick, East Brunswick, North Brunswick, Milltown, Plainsboro, and Cranbury in their statements and stance of opposition.

### **The Green Team opposes the project for the reasons below:**

- Woodbridge already has two power plants that far exceed its energy needs. A third plant would expose Woodbridge and Middlesex County to even more unnecessary pollution.
- The towns that would be most affected by this air pollution are densely populated and "overburdened" communities according to NJ's [Environmental Justice Law](#).
- Middlesex County already has an ozone pollution rating of "F."
- Hazardous air quality contributes to cardiovascular, respiratory, and cognitive diseases and complications.
- There are over 70 public schools within a 6-mile radius of the proposed plant.
- The new power plant would annually emit an additional:
  - 2,374,632.8 tons of greenhouse gases
  - 148.7 tons of nitrogen oxides
  - 125.5 tons of ammonia
  - 123.6 tons of particulate matter
  - 110.3 tons of carbon monoxide
  - 77.6 tons of total suspended particles
  - 49.9 tons of volatile organic compounds
  - 39.9 tons of sulfur dioxide
  - 25.1 tons of sulfuric acid
  - "less than 25 tons" of hazardous air pollutants
  - "less than 10 tons" of formaldehyde

Attachment: Oppose Keasby Gas Plant 6.22.23 (2023-373 : Opposition for the proposed Keasby Energy Center in Woodbridge)

- New Jerseyans have a right to live, work, and recreate in a clean and healthy environment. Historically, low-income communities and communities of color face disproportionate environmental and public health stressors and, as a result, suffer from increased adverse health effects.
- Air travels across municipal boundaries, and we cannot afford to be idle in the face of development that would sacrifice our air quality. This plant will affect all of our health if it is built.

**We request Asbury Park City Council pass a resolution opposing the Keasby gas plant project in Woodbridge Township.** Asbury Park's support alongside other municipalities is needed to encourage the Murphy administration to deny this pollutive disaster in an already overburdened community.

For more information on the proposed Keasby gas plant and its opposition, please review this link: <https://dontgasmiddlesex.wordpress.com>.

Thank you,

The Asbury Park Green Team



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, July 12, 2023  
RESOLUTION SUMMARY

**2023-374**

Third Amendment of the Subsequent Developer Agreement with AP Block 4001 Venture Urban Renewal, LLC to Extend the Outside Approvals Date in connection with Property Located at Block 4001, Lots 2-15



## RESOLUTION NO. 2023-374

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

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO A THIRD AMENDMENT OF THE SUBSEQUENT DEVELOPER AGREEMENT WITH AP BLOCK 4001 VENTURE URBAN RENEWAL, LLC TO EXTEND THE OUTSIDE APPROVALS DATE IN CONNECTION WITH THE DEVELOPMENT OF PROPERTY LOCATED AT BLOCK 4001, LOTS 2-15 (CURRENTLY BLOCK 4001, LOTS 2.01, 2.02 AND 2.03)**

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

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

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

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

**WHEREAS**, pursuant to the Act, including Section 8 thereof (*N.J.S.A. 40A:12A-8*), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

**WHEREAS**, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, as amended by the First Amendment dated June 13, 2018, and the Second Amendment dated October 3, 2019 (collectively, “**Redeveloper Agreement**”), which provide, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may choose to

undertake itself, or through agreements with selected subsequent developers; and

**WHEREAS**, a copy of the Redeveloper Agreement is on file with the City Clerk; and

**WHEREAS**, thereafter, the City, Master Developer and AP Block 4001 Venture Urban Renewal Entity LLC (the “**Entity**”) entered into that certain Subsequent Development Agreement (“**SDA**”) on March 19, 2021, whereby the Entity was designated as the Subsequent Developer to undertake the Project (as defined in the SDA) on the Project Site located on property identified as Block 4001, Lots 2-15 in the City of Asbury Park (and currently designated as Block 4001, Lots 2.01, 2.02 and 2.03); and

**WHEREAS**, the SDA obligated the Entity to obtain all Governmental Approvals, excluding Building Permits, within one (1) year of March 19, 2021, which date was extended until July 17, 2022 by a resolution of the City Council adopted in May 2022, pursuant to the terms of the SDA; and

**WHEREAS**, thereafter, the City and the Entity entered into a formal First Amendment to the SDA on July 18, 2022, which extended the Outside Approvals Date to January 19, 2023, in order to allow the Subsequent Developer additional time to obtain financing; and

**WHEREAS**, the City and the Entity entered into a Second Amendment to the SDA on January 18, 2023, which extended the Outside Approvals Date to July 19, 2023, in order to, *inter alia*, allow the Subsequent Developer additional time to obtain financing;

**WHEREAS**, the Entity believes that it has obtained all Governmental Approvals and has been diligently seeking financing for the Project, a prerequisite to issuance of the Building Permits and the issuance of the Redevelopment Area Bonds (“**RABs**”); and

**WHEREAS**, the City is advised that the Entity has successfully secured commitments for debt and equity financing for the construction of the Project, which financing transactions are anticipated to close the week of July 10, 2023; and

**WHEREAS**, the City has tentatively scheduled the closing for the RABs on July 13, 2023; and

**WHEREAS**, after July 12, 2023, the City Council is not scheduled to meet again July 26, 2023, which date is after the expiration of the current Outside Approvals Date; and

**WHEREAS**, to prevent any delay in the event of unforeseen circumstances, the Subsequent Developer has requested, and the City wishes to grant, a final extension of the Outside Approvals Date for a period of 30 days to allow additional time for the City to issue the RABs and for the Entity to obtain Building Permits, if and as needed, which extension is addressed in the Third Amendment of the Subsequent Developer Agreement attached hereto (“**Third Amendment**”).

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the City Council of the City of Asbury Park, acting as the redevelopment agency for the City of Asbury Park, as follows:

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

Section 2. **Approval of the Third Amendment.** The Third Amendment of the Subsequent Developer Agreement in substantially the form attached hereto as Exhibit A is hereby approved.

Section 3. **Execution of the Third Amendment.** The Mayor of the City of Asbury Park, in the County of Monmouth (the "Mayor" and together with the City Manager and Chief Financial Officer of the City, an "Authorized Officer") is hereby authorized and directed, upon the receipt from the Master Developer and the Entity of executed counterparts, and upon satisfaction of all the legal conditions precedent to the execution and delivery by the City of the Third Amendment, if any, as same is determined by the Authorized Officers in consultation with counsel to the City, to execute the Third Amendment in substantially the form attached hereto as Exhibit A and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City and redevelopment counsel to the City, deems in the Mayor's sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor's consent to any such changes thereto.

Section 4. **Attestation and Sealing of the Third Amendment.** The Clerk of the City is hereby authorized and directed, upon the execution of the Third Amendment in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon affix the corporate seal of the City upon such document.

Section 5. **Implementation of the Third Amendment.** Upon the execution and attestation and placing of the seal on the Third Amendment as contemplated by Sections 3 and 4 hereof, the Authorized Officers are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto and (ii) perform such other actions as the Authorized Officers deem necessary or desirable in relation to the execution and delivery of the Third Amendment.

Section 6. **Payment of Outstanding Costs.** This Resolution shall be effective immediately upon execution, subject to the condition of the Entity's full payment of any outstanding escrow costs related to the review of the Project and the negotiation and preparation of the Third Amendment, together with the payment of any outstanding taxes, payments or other monies which may be due and owing to the City of Asbury Park, as may be applicable.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-374 which was finally adopted by the City Council at a meeting held on the 12th day of July, 2023

CERTIFIED BY ME THIS 13th DAY OF July, 2023.

LISA ESPOSITO  
CITY CLERK

**Exhibit A**  
**Form of Third Amendment of the Subsequent Developer Agreement**

Attachment: Exhibit A cover sheet (2023-374 : Resolution of the Mayor and City Council of The City of Asbury Park to Enter into a Third

**THIRD AMENDMENT TO SUBSEQUENT DEVELOPER AGREEMENT**

**THIS THIRD AMENDMENT TO SUBSEQUENT DEVELOPER AGREEMENT** (“Third Amendment”) made this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by and between

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

**ASBURY PARTNERS, LLC** in its capacity as Master Developer, pursuant to the hereinafter defined Redeveloper Agreement (the “**Master Developer**”), with principal offices at 1089 Ocean Avenue, 3<sup>rd</sup> Floor, Asbury Park, NJ 07712, along with its permitted successors and/or assigns;

**AND**

**AP BLOCK 4001 VENTURE URBAN RENEWAL LLC, A LIMITED LIABILITY COMPANY OF THE STATE OF NEW JERSEY** with principal offices located at c/o iStar, 1089 Ocean Avenue, 3<sup>rd</sup> Floor, Asbury Park, NJ 07712 (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**, 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, as amended by the First Amendment dated June 13, 2018, and as further amended by the the Second Amendment dated October 3, 2019 (collectively, “**Redeveloper Agreement**”), which provide, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may choose to undertake itself, or through agreements with selected subsequent developers; and

**WHEREAS**, the Parties entered into the Subsequent Development Agreement (“SDA”) on March 19, 2021, whereby the Entity was designated as the Subsequent Developer to undertake the Project (as defined in the SDA) on the Project Site located on property formerly identified as Block 4001, Lots 2-15 and now known as Block 4001, Lots 2.01, 2.02, and 2.03 in the City of Asbury Park; and

**WHEREAS**, the SDA obligated the Entity to obtain all Governmental Approvals, excluding Building Permits, within one (1) year of March 19, 2021, which date was extended by a resolution adopted by the City Council until Monday, July 17, 2022, pursuant to the terms of the SDA; and

**WHEREAS**, thereafter, the City and the Entity entered into a formal First Amendment to the SDA on July 18, 2022, which extended the Outside Approvals Date to January 19, 2023 in order to allow the Subsequent Developer additional time to obtain financing; and

**WHEREAS**, the City and the Entity then entered into a Second Amendment to the SDA on January 18, 2023, which extended the Outside Approvals Date to July 19, 2023 in order to, *inter alia*, allow the Subsequent Developer additional time to obtain financing; and

**WHEREAS**, the Entity believes that it has obtained all Governmental Approvals and has been diligently seeking financing for the Project, a prerequisite to issuance of the Building Permits and the issuance of the Redevelopment Area Bonds (“RABs”); and

**WHEREAS**, the Entity has advised the City that it has successfully secured commitments for debt and equity financing for the construction of the Project, which financing transactions are anticipated to close the week of July 10, 2023; and

**WHEREAS**, the City has tentatively scheduled the closing for the RABs on July 13, 2023; and

**WHEREAS**, after July 12, 2023, the City Council is not scheduled to meet again July 26, 2023, which date is after the expiration of the current Outside Approvals Date; and

**WHEREAS**, to prevent any delay in the event of unforeseen circumstances, the Parties agree to a final extension of the Outside Approvals Date for a period of 30 days (from July 19, 2023) which will allow additional time for the City to issue the RABs and for the Entity to obtain Building Permits, if and as needed.

**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:

{359136.DOCX.4}2

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

**SECTION II. Outside Approvals Date.** The Outside Approvals Date shall be extended for an additional thirty days until August 18, 2023.

**SECTION III. Miscellaneous.** This Third Amendment shall be implemented as follows:

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

B. **Signatures/Execution.** This Third Amendment may be executed in counterparts.

*[Signature Page To Follow]*

**IN WITNESS WHEREOF**, the Parties have executed this Third Amendment to Subsequent Developer Agreement as of the date first written above.

Attest:

**THE CITY OF ASBURY PARK**

By: \_\_\_\_\_

City Clerk

By: \_\_\_\_\_

John Moor

Mayor

Date: \_\_\_\_\_

**AP BLOCK 4001 VENTURE**

**URBAN RENEWAL LLC**

Witness:

\_\_\_\_\_

By: \_\_\_\_\_

Name: Brian A. Cheripka

Title: Authorized Signatory

Date:

**ASBURY PARTNERS, LLC**

By: \_\_\_\_\_

Name: Brian A. Cheripka

Title: Authorized Signatory

Date:



Jennifer Phillips Smith  
Director

Gibbons P.C.  
141 West Front Street  
Suite 240  
Direct: 732-704-5818 Fax: 723-865-7248  
jsmith@gibbonslaw.com

July 5, 2023

**VIA EMAIL**

Joanne Vos, Esq. and  
Joseph J. Maraziti, Jr., Esq.  
Maraziti Falcon LLP  
240 Cedar Knolls Road, Suite 301  
Cedar Knolls, NJ 07927

**Re: Subsequent Development Agreement between the City of Asbury Park and AP Block 4001 Venture Urban Renewal, LLC, dated March 19, 2021("SDA")**

Dear Ms. Vos and Mr. Maraziti:

This firm represents AP Block 4001 Venture Urban Renewal LLC ("Entity"), the designated subsequent redeveloper for Block 4001, Lots 2.01, 2.02, and 2.03, pursuant to the "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, as amended ("Redevelopment Agreement") and the Subsequent Developer Agreement dated March 19, 2021, as amended ("SDA"). By this letter, the Entity hereby submits a request to further amend the SDA to extend the Outside Approvals Date by days until August 18, 2023.

The SDA, as currently amended, set the Outside Approvals Date at July 19, 2023. Before that date, the Entity is required to have received a Building Permit, and the City is required to have issued the Redevelopment Area Bonds ("RABs"). The Entity has applied for Building Permits, which we understand the Construction Department is ready to issue upon the payment of the final fees. As described in the letter dated June 26, 2023, after many months of diligent inquiry, the Entity has secured commitments for debt and equity financing for the Project. Those financing transactions are scheduled to close the week of July 10, 2023. Currently, the City's bond team is ready to issue the Redevelopment Area Bonds on July 13, 2023. We are optimistic that all of those actions can be accomplished before the Outside Approvals Date on July 19, 2023, if there are no unforeseen circumstances.

Nevertheless, out of an abundance of caution, the Entity requests that the Outside Approvals Date in the SDA be extended from July 19, 2023, until August 18, 2023, to allow for a contingency period in case any unexpected circumstance delays the closing of the financing transactions or the City's sale of the Redevelopment Area Bonds.

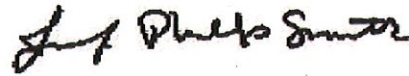
We appreciate the City's patience and cooperation throughout this process. Capital market conditions have been extremely challenging, particularly when the project is the first rental project in the Waterfront Redevelopment Area.

GIBBONS P.C.

July 5, 2023  
Page 2

We thank you in advance for your consideration.

Sincerely,



Jennifer Phillips Smith  
Director

cc: (by e-mail only)  
Donna Vieiro  
Brian A. Cheripka

**CITY OF ASBURY PARK  
BOND ORDINANCE NUMBER 2023-25**

**BOND ORDINANCE AMENDING AND SUPPLEMENTING  
BOND ORDINANCE NUMBER 2022-08 (WHICH PROVIDES  
FOR TRANSPORTATION UTILITY IMPROVEMENTS)  
HERETOFORE FINALLY ADOPTED BY THE CITY  
COUNCIL OF THE CITY OF ASBURY PARK, IN THE  
COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON  
JUNE 8, 2022, TO INCREASE THE APPROPRIATION BY  
\$600,000 AND TO INCREASE THE AUTHORIZATION OF  
BONDS OR NOTES BY \$600,000**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF  
ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS  
FOLLOWS:**

**SECTION 1.** The bond ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"), heretofore finally adopted by the City Council thereof on June 8, 2022, numbered 2022-08 and entitled, "BOND ORDINANCE PROVIDING FOR VARIOUS TRANSPORTATION UTILITY IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$4,500,000 THEREFOR (INCLUDING GRANTS FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION IN THE AGGREGATE AMOUNT OF \$917,432) AND AUTHORIZING THE ISSUANCE OF \$4,500,000 IN BONDS OR NOTES TO FINANCE THE COST THEREOF" (the "Original Ordinance"), which Original Ordinance is hereby amended and supplemented, as follows:

**SECTION 2.** For the improvements or purposes set forth in Section 3(a) of the Original Ordinance, as amended and supplemented hereby, there is hereby appropriated the additional sum of \$600,000. Therefore, the total appropriation of the Original Ordinance, as amended and supplemented hereby, shall be increased by \$600,000 from \$4,500,000 and shall equal

the amount of \$5,100,000, said sum being inclusive of all appropriations heretofore made in the Original Ordinance, as amended and supplemented hereby.

**SECTION 3. (a)** In order to finance the additional cost of the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, additional negotiable bonds or notes of the City in the amount of \$600,000 are hereby authorized to be issued by the City, such that the total authorization of negotiable bonds or notes to be issued by the City for the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, shall be increased by \$600,000 from \$4,500,000 and shall equal the amount of \$5,100,000. Pursuant to the provisions of N.J.S.A. 40A:2-7(h) and N.J.S.A. 40A:2-11(c), as amended and supplemented, no down payment is required for the improvements or purposes set forth in Original Ordinance, as amended and supplemented hereby, as said improvements or purposes are funded, in part, by the Grants.

**(b)** The estimated maximum amount of bonds or notes to be issued for the improvements or purposes set forth in Section 3 the Original Ordinance, as amended and supplemented hereby, is equal to \$5,100,000.

**(c)** The estimated cost of the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, is equal to \$5,100,000.

**SECTION 4.** The Capital Budget of the City is hereby amended, as necessary, to conform with the provisions of this amendatory and supplemental bond ordinance and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs (the "Director of the Division of Local Government Services"), will be on file in the office of the Clerk and will be available for public inspection.

**SECTION 5.** The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided for in this amendatory and supplemental bond ordinance by \$600,000 and the said obligations authorized herein will be within all debt limitations prescribed by law.

**SECTION 6.** Section 7(d) of the Original Ordinance is hereby amended to read as follows: “(d) An aggregate amount not exceeding \$1,020,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.”

**SECTION 7.** The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by the Original Ordinance, as amended and supplemented hereto. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

**SECTION 8.** The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 3 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of the Original Ordinance, as amended and supplemented hereto. This Section 8 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

**SECTION 9.** The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in

connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

**SECTION 10.** The City covenants to maintain the exclusion from gross income under section 103(a) of the Code, of the interest on all bonds and notes issued under the Original Ordinance, as amended and supplemented hereby.

**SECTION 11.** Except as expressly amended and supplemented hereto, the Original Ordinance shall remain in full force and effect.

**SECTION 12.** This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING**  
**DATED: June 28, 2023**

\_\_\_\_\_  
**LISA ESPOSITO,**  
**Clerk of the City of Asbury Park**

**ADOPTED ON SECOND READING**  
**DATED: July 12, 2023**

\_\_\_\_\_  
**LISA ESPOSITO,**  
**Clerk of the City of Asbury Park**

**APPROVAL BY THE MAYOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

\_\_\_\_\_  
**JOHN B. MOOR,**  
**Mayor of the City of Asbury Park**

**DATED: July 12, 2023**

\_\_\_\_\_  
**LISA ESPOSITO,**  
**Clerk of the City of Asbury Park**

**APPROVAL BY THE MAYOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023**

\_\_\_\_\_  
**JOHN MOOR,**  
**Mayor of the City of Asbury Park**



**Asbury Park, New Jersey  
ORDINANCE NO. 2023-26**

**ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE EXECUTION  
OF A FINANCIAL AGREEMENT WITH TOLL ASBURY PARK URBAN RENEWAL,  
LLC AND GRANTING A TAX EXEMPTION FOR PROPERTY KNOWN AS BLOCK  
3101, LOT 1 (407 LAKE AVENUE)**

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “Act”) authorizes municipalities to determine whether certain parcels of land in the municipality qualify as areas “in need of redevelopment”; and

WHEREAS, the Act confers certain contract, planning, and financial powers upon a Redevelopment Entity, as that term is defined in the Act, in order to implement redevelopment plans adopted pursuant thereto; and

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

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

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to undertake redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and Asbury Partners, LLC (the “Master Developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same has been amended and supplemented in accordance with its terms, the “Redeveloper Agreement”); and

WHEREAS, Toll Asbury Park Urban Renewal, LLC (the “Entity”), the Master Developer and the City entered into a Subsequent Developer Agreement, dated September 21, 2022, pursuant to the Redeveloper Agreement and Redevelopment Plan, and the Entity intends to redevelop vacant land into a 62 unit multifamily condominium development, consisting of two, three story building and three, four story building (the “Project”) located on Block 3103, Lot 1 on the tax maps of the City, which is within the Redevelopment Area, commonly known as 407 Lake Avenue (the “Project Site”) and in accordance with all Governmental Approvals (as defined herein); and

WHEREAS, the Entity has been qualified by the State of New Jersey to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the “LTTE Law”), and was created for the development, operation and maintenance of the Project; and

WHEREAS, in order to improve the feasibility of the construction, operation and maintenance of the Project, on February 22, 2023 the Entity made application to the City requesting a long term tax exemption and financial agreement with respect to the Project (the “Application”) pursuant to the LTTE Law, which Application is on file with the City Clerk; and

WHEREAS, the Entity has represented to the City that the Project would not be feasible in its intended scope but for the provision of financial assistance by the City; and

WHEREAS, after review of the Application, the City Manager recommended that the Application be approved on such terms as set forth in a proposed form of financial agreement (the “Financial Agreement”) substantially in the form attached hereto as Exhibit A and by this reference incorporated herein, as may be modified in consultation with counsel as set forth herein, and

WHEREAS, the City Council has reviewed the Application and the terms of the Financial Agreement, and wishes to approve the Application on such terms, subject to the designation of the Entity as a Subsequent Developer, as such term is defined in the Redevelopment Agreement, and the execution of an agreement with the Entity as a Subsequent Developer in accordance with the Redevelopment Agreement, which is expected to occur simultaneously herewith and

WHEREAS, the City hereby finds that the relevant benefits of the Project to the redevelopment of the Redevelopment Area outweigh the costs, if any, associated with the tax exemption, and in fact increase City revenues over current levels by granting the long-term tax exemption for the Project, which relevant benefits are further described in the Application and the Financial Agreement; and

WHEREAS, the City hereby determines that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey as follows:

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

II. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED (a) The Mayor is hereby authorized and directed to execute the Financial Agreement, substantially in the form as it has been presented to the City Council, and attached hereto as Exhibit A, subject to additions, deletions, modifications, or revisions deemed necessary and appropriate in consultation with counsel. (b) The Clerk of the City is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section II (a) hereof, to attest to the

signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document. (c) The City Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the City. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the City Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County Counsel for informational purposes

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

IV. ACTION REGARDING FINANCIAL AGREEMENT The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Financial Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

V. AVAILABILITY OF THE ORDINANCE A copy of this Ordinance shall be available for public inspection at the offices of the City.

VI. EFFECTIVE DATE This Ordinance shall take effect according to law.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-26 which was finally adopted by the City Council at a meeting held on the 12th day of July, 2023

---

LISA ESPOSITO  
CITY CLERK

Record and Return To:

Dawn Saloma  
 Toll Brothers  
 1140 Virginia Drive, Fort Washington, PA 19034

Re: TOLL BROS. ASBURY PARK  
 URBAN RENEWAL PROJECT  
 Asbury Park, New  
 Jersey (Block 3103,  
 Lot 1)

## PREAMBLE

THIS FINANCIAL AGREEMENT, (hereinafter the "Agreement") is made on \_\_\_\_\_, 2023 by and between TOLL BROS. ASBURY PARK URBAN RENEWAL, LLC, a New Jersey limited liability company qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq. (the "Tax Exemption Law") having its principal office at 1140 Virginia Drive, Fort Washington, PA 19034, hereinafter designated as the "Entity", and the City of Asbury Park, a Municipal Corporation of the State of New Jersey, hereinafter designated as the "City" having its principal office at One Municipal Plaza, Asbury Park, New Jersey 07712. The Entity and the City are sometimes collectively referred to as the "Parties".

## RECITALS

## WITNESSETH

**WHEREAS**, the Entity wishes to have a tax exemption granted for an urban renewal project located at Block 3103, Lot 1 on the Official Tax Maps of the City of Asbury Park. The project consists of the development of a 62-unit residential project consisting of twenty-six (26) 3-story townhomes and thirty-six (36) 4-story townhomes having two (2) to four (4) bedrooms, together with related vertical improvements and related site improvements (hereinafter called the "Project"), and

**WHEREAS**, the City, does hereby grant its approval for the Entity to undertake and develop the Project upon the terms and conditions hereinafter set forth, and

**WHEREAS**, the Project will be developed in a redevelopment area of the City pursuant to the City's Waterfront Redevelopment Plan, as amended, which was adopted and amended pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law").

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

## **ARTICLE I - GENERAL - PROVISIONS**

### **Section 1.1 Governing Law**

This Agreement shall be governed by the provisions of the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq. (being sometimes herein referred to as the "Tax Exemption Law", the "Law" or the "Governing Law"). It being expressly understood and agreed that the City expressly relies upon the facts, data and representations contained in the Application attached hereto in granting the tax exemption provided in this Agreement

### **Section 1.2 General Definitions**

Unless specifically provided otherwise or the context otherwise requires, the following terms, when used in this Agreement, shall mean:

- i. Administrative Fee - The annual fee paid to the City by Condominium Unit Owners in the Project. The administrative fee shall be calculated at 2% of the Annual Service Charge levied on each Unit in the Project. The fee shall be payable and due on or before December 31<sup>st</sup> of each year for the duration of this Agreement. The annual fee shall be included in the City's invoices to the Condominium Unit Owners in the Project.
- ii. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).

iii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the City determines to be the prevailing rate on mortgage financing on comparable improvements in Monmouth County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City in lieu of conventional taxation on the Project, as set forth in Article IV of this Agreement. At inception, the Annual Service Charge (i.e. PILOT) is equivalent to the Unpledged Portion of the Special Assessment under the Special Assessment Agreement executed contemporaneously with this Agreement.

v. Annual Gross Revenue - With respect to each Unit in the Project, the amount equal to the annual aggregate constant payments to principal and interest, assuming a purchase money mortgage encumbering the Unit to have been in an original amount equal to the initial value of the Unit with its appurtenant interest in the common elements as stated in the master deed creating the Condominium Regime, if unsold by the Entity, or, if the Unit is held by a Unit purchaser from time to time the most recent true consideration paid for a deed to the Unit in a bona fide arms length sale transaction but not less than the initial assessed valuation of the unit assessed at 100% of true value, plus the total amount of common expenses charged to the Unit pursuant to the by-laws of the Condominium Association. The constant payments to principal and interest shall be calculated by assuming a loan amount as stated

above at the prevailing lawful interest rate for mortgage financing or comparable properties within the municipality as of the date of the recording of the Unit deed, for a term equal to the full term of the exemption from taxation stipulated in this Agreement. Gross Revenues and Net Profit shall not include any gain realized by the Entity on the sale of any Property or Unit in the Project pursuant to N.J.S.A. 40A:20-14(b).

vi. Applicant – The Entity which has been formed pursuant to the provisions of the Tax Exemption Law and has made the Application for a tax exemption under the Governing Law.

vii. Application - The document which contains the general statement of the nature of the proposed Project, the description of the proposed Project with a statement of the estimated cost of said Project and tentative financial plan and such other information as is required by N.J.S.A. 40A:20-8.

viii. Auditor's Report – An annual audited financial statement outlining the financial status with respect to the Project, which shall be prepared in a manner consistent with generally accepted accounting principles and shall detail all items required by the Governing Law. The report shall be prepared and its contents certified by a certified public accountant who is licensed to practice that profession in and by the State of New Jersey.

ix. Certificate of Occupancy – A temporary or permanent certificate of occupancy issued by the City authorizing occupancy of a building or a Unit pursuant to N.J.S.A. 52:27D-133.

x. Condominium Association - The entity responsible for the administration of a condominium which entity may be incorporated or unincorporated pursuant to the Condominium Act N.J.S.A. 46:8B-1 et seq.

xi. Condominium Regime - A form of ownership of real property under a master deed

filed pursuant to N.J.S.A. 46:8B-1 et seq. providing for ownership by one or more owners of Units of residential or commercial improvements together with an undivided interest in common elements as described in the master deed.

xii. Condominium Unit – An individual unit, together with an undivided interest in the common elements, as described in the master deed of the Condominium Regime. A Condominium Unit is also referred to in this Agreement as a Unit.

xiii. Condominium Unit Owner - The legal entity, person or persons owning a Unit in fee simple as evidenced by the recorded Unit deed.

xiv. County Share Constant – Shall mean 1.052631579.

xv. Default - The failure of any party bound by this Agreement to perform any obligation imposed on such party within applicable notice and cure periods provided in this Agreement.

xvi. Entity - The Parties agree that reference to the term "Entity" as used in this Agreement shall initially mean the Applicant and upon the transfer of title of the Project to a successor (other than transfer to a Condominium Unit Owner) shall mean such successor in interest to the Project, as applicable.

xvii. Force Majeure - shall mean any acts of God, fire, volcano, earthquake, hurricane, blizzard, infectious disease, epidemic, pandemic, technological disaster, catastrophe, large scale infestation of any type, tremors, flood, explosion, release of nuclear radiation, release of biotoxic or of biochemical agent(s), the elements, war, blockade, riots, mob violence or civil disturbance, any act(s) of terrorism or terroristic threat, a cyber-attack or unauthorized and/or illegal interference with computer communication systems that disables or substantially interferes with critical functions or access to data, an inability to procure goods or services or a general shortage of labor,

equipment, facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, governmentally imposed moratoriums, court orders, laws, rules, regulations or other orders of governmental or public agencies, bodies or authorities, but only to the extent that such events directly cause an inability to perform a material provision of this Agreement and only to the extent that such events are out of the reasonable control of the Party claiming relief.

xviii. Improvements - Any building, structure or fixture permanently affixed to the land on which the Project is located as described in the master deed.

xix. In Rem Tax Foreclosure - A summary proceeding by which the City may enforce the lien for taxes due and owing by a tax sale. Said foreclosure proceeding is governed by N.J.S.A. 54:5-1 et seq.

xx. Land – The raw, unimproved land comprising the Property (defined below) exclusive of any improvements which may hereinafter be constructed thereon.

xxi. Land Taxes - The amount of taxes assessed on the value of the Land pursuant to N.J.S.A. 54:4-1 et seq.

xxii. Law - The term "Law" or "Governing Law" shall refer to the Tax Exemption Law and all other relevant and applicable federal and state statutes, rules, regulations and municipal ordinances and resolutions consistent with and/or supplementing the requirements of the Law.

xxiii. Limited Dividend Entity - An urban renewal entity conforming to the terms of N.J.S.A. 40A:20-3(b).

xxiv. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the amount of the total real property taxes levied against the Land in the last full year in which the Land was subject to conventional taxation, as escalated by the increase in the Municipal

Purposes Tax Rate in each intervening year since the Land was last subject to conventional taxation.

xxv. Intentionally Omitted.

xxvi. Municipal Increase – In any given year shall mean the sum of one and the percentage increase in the Municipal Purposes Tax Rate from that of the prior year.

xxvii. Municipal Purposes Tax Rate - means the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

xxviii. Net Profit - The Gross Revenue of the Entity less all operating and non-operating expenses of the Entity and any condominium charges or fees paid by the Entity and not reimbursed by a Condominium Unit Owner, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c).

xxix. Project - The Property (defined below), housing units and related improvements thereon, which are the subject of and described in this Agreement and the Application and as defined in N.J.S.A. 40A:20-3(e). The Project shall contain 62 residential housing Units N.J.S.A. 46:8B-1 et seq.) as reflected in the master deed creating the Condominium Regime hereafter to be filed and recorded for the Project. The Project does not include the development of adjacent open space to be dedicated to the City or improvements located within the public rights-of-way.

xxx. Pronouns – He, she or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as proper meaning requires.

xxxi. Property – The real property located in the City of Asbury Park and identified on the official tax map of the City as Block 3103, Lot 1, including any Improvements constructed thereon as contemplated for the Project. The parties acknowledge that the Property

consists solely of the Land as of the effective date of this Agreement.

xxxii. Sales Price – If unsold shall mean

| Unit      | Designation     | Sales Price | Number of Units |
|-----------|-----------------|-------------|-----------------|
| 4- Story  | Unit A Interior | \$ 869,995  | 12              |
|           | Unit A Exterior | \$ 924,995  | 6               |
|           | Unit B Interior | \$ 849,995  | 12              |
|           | Unit B Exterior | \$ 904,995  | 6               |
| 3 - Story | Unit C Interior | \$ 844,995  | 9               |
|           | Unit C Exterior | \$ 894,995  | 4               |
|           | Unit D Interior | \$ 774,995  | 9               |
|           | Unit D Exterior | \$ 824,995  | 4               |

The foregoing are the average base sales prices set forth in the Application but only to the transfer to a bona fide purchaser; upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value at the time of such transfer as determined by the City's tax assessor. The base sales process set forth in this Agreement are estimates and are not reflective of any options and any potential location premiums.

xxxiii. Statutes - The laws of the State of New Jersey including N.J.S.A. 40A:20-1 et seq.

xxxiv. Substantial Completion - The determination by the City that a Unit in the Project is ready for occupancy and as further defined in N.J.S. A. 54:4-63.1 et seq. Issuance of a Certificate of Occupancy shall be conclusive proof of Substantial Completion.

xxxv. Tax Ratio – the ratio set by the Monmouth County Board of Taxation from time to

time pursuant to N.J.S.A. 54:3-17 et seq., representing the relationship of the assessed value of real property within the City to the market value of real property within the City.

xxxvi. Termination – The expiration of this Agreement or the prior termination of this Agreement by the City, the Entity or a Condominium Unit Owner as set forth herein.

xxxvii. Total Project Cost – The parties hereto stipulate that the Total Project Cost of the Project as defined in the Governing Law, is anticipated to be approximately \$ 51,84,363.

### **Section 1.3 Exhibits Incorporated**

All exhibits which are referred to in this Agreement and are attached hereto, are incorporated herein and made a part hereof.

### **Section 1.4 City Findings**

Pursuant to the Law, the City finds that the tax exemption granted pursuant to this Agreement will benefit the City and its citizens and enhance the prospects of the City's Waterfront Redevelopment Area. The City further finds the benefits of granting a tax exemption for the Project far outweigh its costs, if any, and that absent such tax exemption the Project would not be undertaken. The Project is expected to assist in attracting residents to the City, result in new public infrastructure and creating employment opportunities within the City. The tax exemption will help to offset the extraordinary costs of developing and constructing the Project. The high costs associated with the development of the Project together with conventional real estate taxes would otherwise operate as a disincentive to the redevelopment of the Property, make the Project materially less competitive in the market place and frustrate the goals and objectives of the City's Waterfront Redevelopment Plan.

## **ARTICLE II - APPROVAL**

### **Section 2.1 Approval of Tax Exemption**

The City by execution of this Agreement has granted and does hereby grant its approval for a tax exemption for the Project to be developed and to be maintained under the provisions

of the Law on the Property. Pursuant to the Governing Law, the Project shall be exempt from taxation during the Term of this Agreement, and the Land shall be exempt from Land Taxes during the Term of this Agreement once the Annual Service Charge has commenced.

### **Section 2.2 Approval of Entity**

The City hereby approves the Entity undertaking the Project. The Entity by execution of this Agreement hereby understands and agrees that it is obligated to comply and conform with Governing Law and this Agreement in all respects with applicable Laws. A copy of the Entity's amended certificate of formation is attached hereto as Exhibit 3. A copy of the approval of the Department of Community Affairs is similarly attached hereto as part of Exhibit 3.

### **Section 2.3 Land Taxes**

Without limiting the provisions of Section 2.1 above, no Land Taxes or other separate tax on the Land shall be levied, assessed or be subject to separate taxation during the Term of this Agreement, provided however, that the Entity shall make payment of Land Taxes during the construction of the Project, as set forth at Section 4.5, below.

### **Section 2.4 The Urban Renewal Entity**

In accordance with N.J.S.A. 40A:20-3(g), the Entity which initially owns and constructs the Project and all of the Units shall be a Limited Dividend Entity subject to the profit limitations provided in the Governing Law. These profit limitations are specifically incorporated by reference in this Agreement, shall be applicable to this Agreement, and shall be appropriately considered and followed in the Auditor's Report required to be prepared and delivered under this Agreement.

In accordance with N.J.S.A. 40A:20-14(b), there is expressly excluded from the calculation of Annual Gross Revenue and from Net Profit as defined in the Governing Law and this Agreement any gain realized by the Entity on the sale of the Property or any Unit in the Project, whether or not taxable under federal or state law.

In accordance with N.J.S.A. 40A:20-15 (but subject to N.J.S.A. 40A:20-14(b)), whenever the Net Profit of the Entity for the period taken as one accounting period, commencing on the date on which the construction of the first Unit of the Project is completed and terminating at the end of the last full fiscal year of the Term shall exceed the Allowable Net Profit for the period, the Entity shall pay the excess net profits to the municipality as an additional service charge within 120 days of the close of that fiscal year.

Notwithstanding anything herein to the contrary, the Entity may maintain, during the Term of the Agreement, a reserve against vacancies, unpaid rentals and contingencies in an amount not to exceed 10% of the Annual Gross Revenues of such Entity for the last full fiscal year, and may retain such part of those excess net profits as is necessary to eliminate a deficiency in that reserve. Upon Termination of this Agreement, the amount of reserve, if any shall be paid to the City within 90 days of such Termination.

The Entity shall not make, declare or pay any profit, distribution or emolument of any kind to its principals, stockholders, members, partners, etc. in contravention of N.J.S.A. 40A:20-15. The Entity shall comply with the requirements of the Governing Law. All the organizational papers and documents regarding the formation/creation of the Entity have been forwarded to and approved by the State Department of Community Affairs. Any subsequent purchaser of any Unit in the Project shall not be required to be an urban renewal entity but shall be fully subject to this Agreement. Unless this Agreement has been terminated, deeds made by the Entity to purchasers of Units in the Project shall reflect the existence of this Agreement as an encumbrance on title to such Unit.

The Entity shall have the powers and authority reflected in N.J.S.A. 40A:20-6 and 7 and all of the rights provided in the Governing Law. The Entity will construct the Project in accordance with the permits and approvals for the Project.

Notwithstanding the foregoing, to the extent that the Tax Exemption Law shall be

amended and/or finally interpreted by a court of competent jurisdiction so that the provisions set forth in this Section 2.4 above no longer accurately reflect the provisions of the Tax Exemption Law, the Tax Exemption Law shall control unless the terms contained herein are ratified and validated in a similar fashion to N.J.S.A. 40A:20-22.

### **Section 2.5 Ownership, Management and Control**

The Entity is or will become the designated redeveloper of the Property pursuant to that certain Subsequent Developer Agreement executed between the City, Master Developer and the Entity executed on September 21, 2022, and shall develop, operate, manage and sell the Units in the Project.

## **ARTICLE III - - DURATION OF AGREEMENT**

### **Section 3.1 Term**

Absent Termination of this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for thirty (30) years (the "Term") for each residential Unit, commencing on the date of Substantial Completion of each Unit, as set forth in Article IV below, after which time the tax exemption for each Unit shall expire and the land and the improvements comprising each Unit shall thereafter be assessed and taxed pursuant to N.J.S.A. 54:4-1 et seq. Notwithstanding the foregoing, the Term shall not extend for more than thirty-five (35) years from the date that this Agreement is executed by the Parties.

### **Section 3.2 Purpose and Benefits of Agreement**

- A. Relative Benefits of the project when compared to the costs:
  - i The current real estate taxes on the Land, generate revenue of less than approximately \$ 122,721.18 per annum.
  - ii The Annual Service Charge will provide annual net revenue to the City of approximately \$ 380,492.
  - iii The Project will provide revenue to the City in an amount which is substantially

greater than the amount the City would have received if conventional taxation had remained in effect with respect to the Property.

- B. Assessment of the Importance of the Tax Exemption/Abatement in obtaining development of the Project and influencing the locational decisions of probable occupants:
- i Without the exemption, the Project is not financially viable;
  - ii The exemption permits better use of land and the construction of needed ratables; and
  - iii The exemption permits private development of housing in the City's Waterfront Redevelopment Area consistent with the City's Waterfront Redevelopment Plan.
- C. By the adoption of Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, 2023 attached to this Agreement, the Mayor and City Council approved the above findings and those contained in Section 1.3, the Entity's Application and authorized the execution of this Agreement.

#### **ARTICLE IV - ANNUAL SERVICE CHARGE**

##### **Section 4.1 Annual Service Charge — N.J.S.A. 40A:20-14**

In consideration of the exemption from taxation for the Project, the Entity and each successor Condominium Unit Owner, as applicable, shall make payment to the City of an Annual Service Charge for municipal services supplied to the Project and to each Unit which shall be:

- a. In the period after Substantial Completion and prior to the closing of a Unit between the Entity and a third party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price for such Unit multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate divided by 100 multiplied by the County Share Constant.

b. In the first year following the initial transfer of a Unit between the Entity and the third party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate multiplied by the County Share Constant.

c. In each following year

(a) in which the City is reporting 100% of value to the Monmouth County Tax Board, the greater of (i) the Minimum Annual Service Charge or (ii) the value assigned to the Unit by the tax assessor multiplied by the Municipal Purposes Tax Rate divided by 100 (the "Municipal Share") multiplied by the Tax Ratio multiplied by the County Share Constant.

(b) in which the City is not reporting 100% of value to the Monmouth County Tax Board, the greater of: (i) the Minimum Annual Service Charge or (ii) the prior year Municipal Share multiplied by the Municipal Increase multiplied by the County Share Constant.

The Annual Service Charge shall be calculated from the First day of the month following the determination by the City of Substantial Completion of each Unit in the Project in the manner set forth herein.

During the Term, the city shall remit five (5%) percent of the Annual Service Charge received by it in the County of Monmouth upon the City's receipt of same.

The Administrative Fee further described a Section 8.2 hereof, shall constitute as an additional Annual Service Charge.

In the event that the exemption of Land Taxes provided in Sections 2.1 and 2.3 hereof, and authorized by N.J.S.A. 40A:20-12, is invalidated by a court of competent jurisdiction, the Parties agree that this Agreement shall remain valid and in full force and effect, and the calculation of the Annual Service Charge herein shall be reformed as follows:

In addition to the Annual Service Charge as calculated at Section 4.1(a), (b), (c) or (d) above, as applicable, the Annual Service Charge shall be increased by the Land Taxes due

multiplied by the County Share Constant. In the event that Land Taxes become due, the Entity has not waived the credit with respect to same set forth at N.J.S.A. 40A:20-12, and the City will apply the statutory credit to the Annual Service Charge due from the Entity or the Condominium Unit Owner, as applicable.

#### **Section 4.2 Quarterly Installments**

Payment of the Annual Service Charge shall be made in quarterly installments on those dates when ad valorem real estate tax payments within the City are due subject, nevertheless, to adjustment for over or underpayments within thirty (30) days after the close of each calendar year. In the event that the Entity or any Condominium Unit Owner fails to timely pay the Annual Service Charge, the amount unpaid shall accrue interest at the rate applicable for unpaid real property taxes.

#### **Section 4.3 Pro Rata Basis of Annual Service Charge**

The Annual Service Charge with respect to each Unit of the Project for the year in which it is Substantially Completed, shall be adjusted on a pro rata basis from its commencement to the close of such calendar year. For the year in which Termination of this Agreement occurs, the Annual Service Charge shall be similarly pro-rated.

#### **Section 4.4 Annual Service Charge Following Termination**

The Entity or any Condominium Unit Owner may terminate this Agreement prior to the expiration of the Term with respect to its Unit upon thirty (30) days written notice to the City. This Agreement may also be terminated by the City in accordance with Section 19.1 below. After Termination of this Agreement with respect to the Project or to any Unit, whichever is applicable, the Property or such Unit shall thereafter be assessed and taxed as conventional real property. Termination of this Agreement prior to the maturity of the RAB Bonds shall not terminate the Entity's obligation to pay the Special Assessment, as defined below, in accordance with the terms of the RAB Bonds.

### Section 4.5 During Construction

During the period between commencement of construction of the Project and the Substantial Completion of the Project and/or Unit(s), the Entity shall make a payment of only Land Taxes.

### Section 4.6 Special Provisions Regarding the RAB Law

As a consequence of certain separate agreements implemented by City Ordinances and resolutions, the City has agreed that the cost of installation of infrastructure and related expenses required for the development of the Project is being financed by the City's issuance of bonds pursuant to the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. (the "RAB Law"). Such improvements are also subject to a special assessment (the "Special Assessment"). Therefore, acting in accordance with N.J.S.A. 40A:12A-66, the City and the Entity have agreed that the Annual Service Charge imposed on the Units has been determined in a manner that, at the time of the initial transfer of title of a Unit from the Entity to a Unit purchaser: (i) yields to the City the amount of net revenue that the City would have received (net of taxes payable to the county and for board of education purposes) had conventional taxation remained applicable to such Units; and (ii) the Special Assessment (including the Annual Service Charge) due on each Unit will not exceed the amount of conventional taxes that would have been due on each Unit had conventional taxation remained applicable to such Unit. Accordingly, the terms of N.J.S.A. 40A:20-12(b)(2) requiring a specified minimum and maximum Annual Service Charge and staged increases in the Annual Service Charge shall not apply during the term of this Agreement. This Agreement is conditioned upon issuance of the RAB Bonds by the City, after the City obtains all prerequisite governmental approvals required for such issuance, and upon the RAB Bonds remaining outstanding during the Term of this Agreement. The City shall take no action to redeem the RAB Bonds prior to the Term of this Agreement.

### **Section 4.7 Leases**

Any lease between the Entity and a tenant shall not require the City's consent or approval, may require that a tenant pay all or part of the applicable Annual Service Charge or Minimum Annual Service Charge provided that no requirement will relieve the Entity of such obligations under this Agreement unless agreed to by the City.

## **ARTICLE V - DISPUTE RESOLUTION**

### **Section 5.1 Arbitration**

In the event of a breach of the within Agreement, other than a payment default, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party shall submit the dispute to arbitration, which shall utilize the New Jersey law and the arbitration rules of the American Arbitration Association to be resolved in accordance with such law, rules and regulations in such a fashion as to accomplish the purposes of the Governing Law and this Agreement. The cost of the arbitration shall be borne equally by the Parties. The Parties shall determine whether one arbitrator or a panel of three arbitrators will determine the dispute. An arbitrator shall be mutually acceptable to the Parties and shall have the following qualifications: (i) an attorney at law or other professional of the State of New Jersey, with no less than fifteen years' experience, and whose expertise is in redevelopment projects utilizing the Governing Law; or (ii) any other qualifications mutually acceptable to the Parties. In the event that the Parties cannot agree on the selection of the arbitrator(s), then the dispute shall be arbitrated by a panel of three arbitrators, with each party selecting each arbitrator, and those two arbitrators selecting the third.

The arbitrator(s) shall make written findings of fact and conclusions with respect to compliance with the Governing Law. Any arbitration award may be appealed by either party to the New Jersey Superior Court, Law Division, with respect to asserted errors of fact or law, and the outcome of such appeal may be further appealed in the New Jersey courts, and shall not be limited in any way due to the origin of the action in arbitration.

In the event of a default in payment of the Annual Service Charge as defined in Article IV, above, the City, among its other remedies, reserves the right to proceed against the Entity's Property, in the manner provided by N.J.S.A. 54:5-1 et seq., irrespective of any Arbitration proceeding and any act supplementary or amendatory thereof. Whenever the word taxes appears or is applied directly or impliedly to mean taxes or municipal liens on land such statutory term shall be read, as far as pertinent to this Agreement, as if the Annual Service Charge constitutes taxes or municipal liens on land. In such event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above- referenced manner.

## **ARTICLE VI - CERTIFICATE OF OCCUPANCY**

### **Section 6.1 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to Substantially Complete the Project and to obtain the Certificate(s) of Occupancy for each Unit within the Project at the time when each Unit is eligible for the issuance of a Certificate of Occupancy. The City shall cooperate to ensure that any offsite infrastructure or other improvements which is the responsibility of the City and/or the Master Developer are approved and completed in a timely manner to ensure the uninterrupted development and issuance of certificates of occupancy for the Units within the Project by the Entity.

### **Section 6.2 Substantial Completion**

The Annual Service Charge is to commence on the first day of the month following the Substantial Completion of any Unit in the Project. The Annual Service Charge shall become payable upon the Substantial Completion of a Unit in the Project regardless of whether the Unit is sold, occupied or tenanted. Only Land Taxes shall be payable prior to Substantial Completion, in accordance with Section 4.5.

### **Section 6.3 Filing of Certificate of Occupancy**

It shall be the responsibility of the City to forthwith file with and or submit to the Tax

Assessor of the City a copy of each Certificate(s) of Occupancy issued for a Condominium Unit in the Project.

Failure of the City to file or submit such issued Certificate(s) of Occupancy, as required by the preceding paragraph, shall not restrict the City's Tax Assessor from taking appropriate action.

The estimated cost data disclosed by the Application submitted by the Entity with this Financial Agreement may at the option of the City's Building Department be used as the basis for construction cost determinations applicable to the issuance of building permits(s) for the Project.

## **ARTICLE VII - ANNUAL AUDITS**

### **Section 7.1 Accounting System**

The Entity agrees to maintain a system of accounting and internal controls required for proper record control under the Agreement. The requirements for submission of periodic reports by the Entity including, without limitation, any Auditor's Reports except for a final accounting required by the Law, shall cease when the Entity no longer has an interest in the Project and has sold all Units as evidenced by recorded deeds or except as required by the Governing Law, following Termination of this Agreement.

### **Section 7.2 Periodic Reports**

Within ninety (90) days after the close of each fiscal or calendar year, depending on Entity's accounting basis for the duration of this Agreement, (taking into account Section 7.1), the Entity shall submit an auditor's report certified by a certified public accountant for the preceding fiscal or calendar year to the City's Chief Financial Officer and the City Clerk, and the Director of the New Jersey Division of Local Government Services. The auditor's report shall conform to all applicable standards of the Tax Exemption Law and shall include the following data:

Annual Gross Revenue data, Net Profits, excess profits, sales date, sales price of each Unit, principal amount and the interest rate of any mortgage(s) associated with the purchase of each Unit, to the extent known, a listing of those Units identified as investor owned Units and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, including gross revenues, allowable profits, mortgage agreements and financial agreements pursuant to the Governing Law and this Agreement.

Failure by the Entity to submit the reports required by this Article VII shall subject the Entity to a fine, payable to the City, commencing on the 91<sup>st</sup> day after such report is due, in the amount of \$100.00 per day for each day after the 90<sup>th</sup> day that such report is not filed.

### **Section 7.3 Project Sales or Leases**

When the Project or Unit is sold, all relevant data regarding such sale, including date, consideration, all recorded closing documents (such as deed and affidavit of consideration), shall be submitted to the City Clerk & Tax Assessor.

### **Section 7.4 Inspection**

The Entity shall permit upon proper request an inspection of property, equipment, buildings and other facilities of the Project as well as an examination and audit of the books, contracts, records, documents and papers by representatives duly authorized by the City or the New Jersey Division of Local Government Services in the Department of Community Affairs. Such examination or audit shall be made following reasonable advance notice during business hours, and shall be conducted in the presence of any officer or agent of the Entity to which the examination or audit relates.

## **ARTICLE VIII - APPLICATION AND ADMINISTRATIVE**

### **FEE**

#### **Section 8.1 Application Fee**

The Entity has paid to the City \$ 7845.00 representing two percent (2%) of the

estimated first year's Annual Service Charge, as a fee for processing the Application.

### **Section 8.2 Administrative Fee**

(a) Defined. The Entity acknowledges and agrees that, in addition to the payment of the Annual Service Charge, an annual administrative fee to the City shall be payable. The annual Administrative Fee shall be 2% of the Annual Service Charge in each year. For purposes of enforcement of collections, such payments shall be considered to be an additional part of the Annual Service Charge and shall be included in billing statements provided by the City to Unit Owners. The Administrative Fee shall be payable and due on or before December 31<sup>st</sup> of each year with interest accruing for late payments in accordance with the standards applicable to the Annual Service Charge.

(b) Submission of Deeds. The Entity shall submit filed copies of all deeds certified to be true copies within thirty (30) days of a closing to the City Tax Assessor.

### **ARTICLE IX - INTENTIONALLY OMITTED**

### **ARTICLE X - ASSIGNMENT AND/OR ASSUMPTION**

#### **Section 10.1 Assignment**

The Entity may assign its rights under this Agreement with the prior written consent of the City, which consent will be granted provided (a) the new entity is an urban renewal entity formed pursuant to the Governing Law, (b) at the time of such assignment, the new entity is or has agreed to become the fee owner of the Project and has agreed in writing to undertake any remaining construction and completion of the Project; (c) the new entity does not own any other Project subject to a long term tax exemption at the time of transfer; (d) the assignor Entity is not then in default of this Agreement; (e) the assignor Entity's obligations under this Agreement are fully assumed by the new entity; (f) the new entity shall have demonstrated to the City's reasonable satisfaction its financial capability and experience; and (g) the assignor Entity shall pay the City a transfer fee equal to two percent (2%) of the then current Annual Service Charge

as required by N.J.S.A. 40A:20-10(d). Upon the transfer of this Agreement to an assignee, the Entity shall be discharged from any further obligation with respect to the Project. Voluntary transfers of more than ten (10%) percent of the ownership of the Project or any portion thereof shall be subject to N.J.S.A. 40A:20-5e. Nothing contained in this Agreement shall prohibit transfers of interests in the Entity itself provided that notice of the transfer, if greater than ten (10%) percent, shall be provided to the City in accordance with N.J.S.A. 40A:20-5e

### **Section 10.2 Deeds Recital**

While this Agreement remains in effect, deeds for Units in the Project shall include a recital that (a) the grantee is subject to the terms and conditions of this Agreement, and (b) that this Agreement runs with the land for the duration of this Agreement and that by accepting this deed, the grantee acknowledges it has received from the Entity a true copy of the aforementioned Agreement, the originals of which may be examined by the grantee in the Office of the City Clerk during regular working days and hours.

### **Section 10.3 Operation of Project**

Following the filing of the master deed creating the condominium, the Project shall be operated in accordance with the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et. seq. as now or hereafter amended and/or supplemented. The Entity hereby agrees at all times prior to the expiration or termination this Agreement to remain bound by the provisions of this Agreement and those of N.J.S.A. 40A:20-1 et. seq., as currently amended and supplemented with respect to Units in the Project which are owned and not sold by either Entity. Upon the sale of any Unit, the successor in title shall be similarly bound and the Entity shall be relieved and discharged from any obligation or liability with respect to such Unit.

## **ARTICLE XI - INTENTIONALLY**

## **OMITTED ARTICLE XII - RECORDING**

### **Section 12.1 Recordation of Agreement**

The City shall record at the Entity's expense a fully signed original of this Agreement with the office of the Monmouth County Clerk prior to the first conveyance of a Condominium Unit by either Entity.

### **ARTICLE XIII - WAIVER**

#### **Section 13.1 Waiver**

Nothing contained in this Agreement shall constitute a waiver or relinquishment by either Entity or the City of any rights and remedies, including without limitation, the City's right to terminate this Agreement and the tax exemption granted hereunder for an uncured breach of any of the terms provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the City or either Entity has under law, in equity, or under any provisions of this Agreement.

### **ARTICLE XIV - NOTICES**

#### **Section 14.1 Sent by City**

Any notice required hereunder to be sent by either party to the other shall be sent by a nationally recognized overnight courier service or by certified or registered mail, return receipt requested, addressed as follows:

When sent by the City to the Entity notices shall be addressed to TOLL BROS. ASBURY PARK URBAN RENEWAL, LLC, 1140 Virginia Drive, Fort Washington, PA 19034, Attention, Kevin Golden, Assistant Vice President, unless, prior to the giving of notice, the Entity shall have notified the City otherwise in writing.

Upon the transfer of title to any Unit in the Project, notice shall be sent to the new owner at the Project or to the address listed for the Condominium Unit Owner on the last tax duplicate of the City unless written notice of a different address for the Condominium Unit Owner was provided to the Tax Assessor and Tax Collector of the City.

#### **Section 14.2 Sent by Entity**

When sent by the Entity or Condominium Unit Owner to the City, notice shall be addressed to the City Clerk, Mayor and City Manager at City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, unless, prior to the giving of notice, the City shall have notified the Entity or Condominium Unit Owner otherwise in writing. The notice to the City shall identify the subject and property to which it relates.

## **ARTICLE XV - INTENTIONALLY OMITTED**

## **ARTICLE XVI -**

## **CONSTRUCTION/ENFORCEMENT**

### **Section 16.1 Applicable Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

## **ARTICLE XVII - WASTE AND REFUSE DISPOSAL**

### **Section 17.1 Responsibility of Entity**

Unless the City otherwise agrees, collection and disposition of all solid waste, refuse and recyclables emanating from the Project shall be the exclusive responsibility of the Entity prior to the filing of the master deed creating the condominium, and thereafter by the Condominium Association. The Entity or other responsible party shall engage a licensed collector, hauler or scavenger at the Entity's (or other responsible party's) cost and expense to collect and dispose such waste and recyclables.

## **ARTICLE XVIII - INDEMNIFICATION**

### **Section 18.1 Defined**

It is understood and agreed that, in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default or a violation of any of the provisions of the within Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., by the Entity, the Entity shall indemnify and hold the City harmless, and the Entity agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a

party thereto to which intervention of the Entity hereby consents. The expense of such intervention thereof shall be borne by the City.

## **ARTICLE XIX - DEFAULT**

### **Section 19.1 Default**

“Default” shall be the failure of the Entity or a Condominium Unit Owner to perform its obligations under this Agreement after notice and within applicable cure periods provided in this Agreement.

### **Section 19.2 Cure Upon Default**

Should the Entity or any Condominium Unit Owner be in default in the payment or performance of its obligations under this Agreement, the City shall notify such defaulting party of said default. Said notice shall set forth with particularity the basis of the alleged default. The defaulting party shall have 90 days to cure any default, except for a payment default, which the defaulting party shall have 10 days to cure. If any non-payment default cannot be cured within the cure period then, provided that diligent cure efforts are being prosecuted, the period for cure shall be extended for an additional 90 days after which this Agreement may be terminated in accordance with the Governing Law.

### **Section 19.3 Remedies Upon Default**

The City shall, among its other remedies, have the right to proceed against the real property which is the subject of the default pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 et seq. All of the remedies provided in this Agreement to the City and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. Further the bringing of any action for any unpaid charges due to the City under this Agreement, the Annual Service Charge, or for breach of any covenant or the resort to any other remedy herein provided for shall not be construed as a waiver of the right of the City to terminate the tax exemption as to the real property which is the subject of the Default.

### **Section 19.4 Force Majeure**

The Parties acknowledge and agree that the performance or non-performance by both or either of the Parties of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is the result of a Force Majeure Event, provided however, that the Force Majeure Event was not the result of or did not arise out of any unlawful action or non-action of the party relying on such Force Majeure Event as justification for the performance, failure of performance, or delay in performance of the subject obligation, requirement, commitment or other responsibility. In the event of a Force Majeure Event, either party hereto may obtain an extension of time to perform any obligations arising under this Agreement by notifying the other party in writing pursuant to the provisions of Article XIV of the Force Majeure Event no later than thirty (30) days after the first occurrence of the Force Majeure Event, and such extension of time shall commence upon the first occurrence of the applicable Force Majeure Event; provided, however, that if either party fails to give such notice within such thirty (30) day period, and the event or occurrence that is the basis for the Force Majeure Event continues for more than thirty (30) days, such delay shall still be a Force Majeure Event that excuses the impacted party's performance if the impacted party gives notice thereof, but the period of time during which such performance is excused shall commence on the date when the notice is received by the non-impacted party. Any such extension of time shall only be for so long as the Force Majeure Event reasonably requires.

## **ARTICLE XX - TERMINATION**

### **Section 20.1 Termination Upon Default of the Entity or Condominium Unit Owner**

In the event the Entity or Condominium Unit Owner fails to cure or remedy such default or breach within the time period provided in Section 19.2, the City may terminate this Agreement as to the Condominium Unit(s) affected by the Default upon 30 days written notice to the Entity or Condominium Unit Owner then in Default. For purposes of the Entity rendering a final

financial accounting, the termination of this Agreement shall be deemed to be the end of the fiscal year for the Entity or Condominium Unit Owner. The Entity then in Default shall within 90 days after the date of such termination, pay to the City a sum equal to the amount of the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-13 and N.J.S.A. 40A:20-15 as well as the excess profit, if any, payable under this Agreement. The termination date of this Agreement shall be deemed to be the end of such Entity's fiscal year.

Upon such termination of the exemption for the Project or any Unit, all affected properties and all improvements made thereto shall be assessed from the date of termination under conventional real property taxation principles.

## **ARTICLE XXI - MISCELLANEOUS**

### **Section 21.1 Conflict**

The parties agree that in the event of a conflict between the Application, and this Agreement, this Agreement shall govern and control. The Governing Law shall supersede any conflict between its terms and this Agreement provided that the Governing Law shall be interpreted and applied in a manner consistent with the terms of the RAB Law, N.J.S.A. 40A:12A-64 et seq.

### **Section 21.2 Oral Representations**

There have been no oral representations made by any of the parties hereto which are not contained in this Agreement. This Agreement, the City's Ordinance approving this Agreement, the Application, that certain Subsequent Developer Agreement by and between the Parties to be executed and delivered contemporaneously with this Agreement and that certain Special Assessment Agreement by and between the Parties to be executed and delivered contemporaneously with this Agreement, constitute the entire Agreement between the Parties, and there shall be no modifications hereto other than by a written instrument executed and delivered by the Parties.

### **Section 21.3 City's Ordinance**

The City's Ordinance approving this Agreement is incorporated in this Agreement and a made part hereof.

### **Section 21.4 Good Faith**

The covenants of good faith, fair dealing and implied necessity are deemed incorporated into and made a part of this Agreement.

### **Section 21.5 Grammatical Usage**

The bracketing, of the letter "s" at the end of a word such as Unit(s) shall mean the singular or plural as proper meaning requires and all related verbs and pronouns shall be made to correspond.

### **Section 21.6 Tentative Financial Plan**

A financial plan and detailed representations and covenants by the Entity conforming to N.J.S.A. 40A:20-9 for the undertaking of the Project is included in the Application. The Entity represent that they will diligently attempt to construct the Project in accordance with the information contained in the Application and the terms of the Subsequent Developer Agreement.

### **Section 21.7 Condominium Sales**

Notwithstanding any contrary term or provision of this Agreement, the City expressly agrees and consents to the sale of the Project to purchasers of Units in the Condominium to be formed upon the filing of the master deed and to their successors and assigns and that upon the transfer of title to a Unit by either Entity to the purchaser of such Unit (which shall be deemed to have occurred upon such Unit's sale) the Entity's obligations under this Agreement with respect to such Unit shall cease, the tax exemption granted hereby and all obligations related thereto shall continue and inure to and bind each purchaser of a Unit and his successors and assigns notwithstanding that such persons are not urban renewal entities pursuant to the

Governing Law. The proceeds of the sale of Units in the Project shall not be included in the Annual Gross Revenue or Net Profits of the Entity.

### **Section 21.8 Payment of Other Fees for Municipal**

#### **Services**

To the extent that the City collects fees from property owners for the provision of certain services provided by the City or its agents, the Entity agrees to make payments for such municipal services, including without limitation water and sewer charges and any services that create a lien on parity with or superior to the lien for the land taxes and Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments.

### **Section 21.9 Severability**

If any term, covenant or condition of this Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

If any portion of this Agreement shall be judicially declared to be invalid and unenforceable and provided that a default has not been declared pursuant to this Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore the Agreement to the manner and economic effect contemplated by the Parties, including, but not limited to the authorization and amendment of this Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

### **Section 21.10 Certification**

The City shall certify to the City Tax Assessor, pursuant to the Governing Law, that this Agreement entered into by the City and the Entity has been lawfully entered into and is in effect

pursuant to the Governing Law. The delivery by the City to the City Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon the delivery of the certification as required hereunder, the City Tax Assessor shall implement the tax exemption and continue to enforce the tax exemption without further certification by the City until the Termination Date. Further, upon the adoption of this Agreement, the Ordinance shall be transmitted to the Director of the New Jersey Division of Local Government Services in the Department of Community Affairs by the City.

#### **Section 21.11 Estoppel Certificate**

Within thirty (30) days following written request therefor by the Entity, or any mortgagee, purchaser, tenant or other party having an interest in the Project, the City shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect, (ii) to the best of the City's knowledge, no default has occurred under this Agreement (nor any event which, with the passage of time and the giving of notice would result in the occurrence of a default) or stating the nature of any default; and (iii) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a default, it shall be identified with reasonable detail and also state the manner in which such default may be cured.

#### **Section 21.12 Exhibits**

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Exhibit 1 - The Application.
2. Exhibit 2 - Ordinance authorizing the execution of this Agreement.
3. Exhibit 3 - Certificates of the Entity approved by Department of Community Affairs.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed the day and year first above written.

TOLL BROS. ASBURY PARK URBAN  
RENEWAL, LLC

\_\_\_\_\_  
Name:  
An Authorized Officer

THE CITY OF ASBURY PARK

\_\_\_\_\_  
John Moor, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Lisa Esposito, RMC, City Clerk

STATE OF NEW JERSEY,  
COUNTY OF MONMOUTH

SS:

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

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

\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY,  
COUNTY OF MONMOUTH

SS:

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as authorized officer of Toll Bros. Asbury Park Urban Renewal, LLC; and
- (c) executed the instrument as the act of Toll Bros. Asbury Park Urban Renewal, LLC as authorized by appropriate resolution of said limited liability company.

\_\_\_\_\_  
Notary Public



**EXHIBIT 1**  
**The Application**



APPLICATION FOR LONG TERM TAX EXEMPTION  
(COMMERCIAL/RESIDENTIAL/CONDOMINIUM PROJECT)

OFFICE OF THE  
CITY MANAGER  
MUNICIPAL BUILDING  
ONE MUNICIPAL PLAZA  
ASBURY PARK, NEW JERSEY 07102

**Toll Asbury Park Urban Renewal,  
LLC**

\_\_\_\_\_  
Name of Applicant

**1140 Virginia Drive  
Fort Washington, PA 19034**

\_\_\_\_\_  
Address of Applicant

**Block 3103, Lot 1  
407 Lake Avenue  
Asbury Park, NJ**

\_\_\_\_\_  
Address of Project Site

THE UNDERSIGNED, ON BEHALF OF AND WITH THE POWER AND INTENT TO BIND THE APPLICANT, HEREBY CERTIFIES TO THE CITY AS FOLLOWS, AND HEREBY ACKNOWLEDGES THAT THE STATEMENTS CONTAINED HEREIN ARE MADE IN INDUCEMENT OF A TAX ABATEMENT PURSUANT TO THE LONG TERM TAX EXEMPTION LAW:

*Note that the Applicant, Asbury Partners, LLC, and the City of Asbury Park have entered into a Subsequent Developer Agreement dated September 21, 2022 (the "SDA"), a copy of which is attached as Exhibit 1. The SDA contemplates that the Applicant will make this application in support of the requirement that the Applicant and the City enter into a Financial Agreement and Special Assessment Agreement for purposes of the issuance of Redevelopment Area Bonds pursuant to Ordinance No. 2018-20. The Project that is the subject of this application is located within the Asbury Park Waterfront Redevelopment Area and is subject to the Asbury Park Waterfront Redevelopment Plan (Plan IV).*

**SECTION A: APPLICANT INFORMATION**

**1. Name of Applicant:**

*Toll Asbury Park Urban Renewal, LLC*

**2. Address of Applicant:**

*1140 Virginia Drive  
Fort Washington, PA 19034*

**SECTION B: PROPERTY INFORMATION**

**3. Identification of Property:**

- a. State the street address of the proposed project site (the "Project Site"), according to the currently effective tax map of the City (the "Official Map"):

*407 Lake Avenue*

- b. State the block(s) and lot number(s) corresponding to the Project Site on the Official Map:

*Block 3103, Lot 1*

- c. Identify the designated Redevelopment Area in which the Project Site is located:

*Asbury Park Waterfront Redevelopment Area*

- d. Provide a metes and bounds description of the Project Site:

See Exhibit F attached to the SDA, attached hereto as Exhibit 1.

- d. Attach a sealed copy of a survey of the Project Site OR provide a plotting thereof drawn from the Official Map.

See Exhibit A-6 attached to the SDA, attached hereto as Exhibit 1.

**4. Current Assessment and Tax Status of the Project Site:**

a. Current Assessment

| <u>BLOCK</u> | <u>LOT</u> | <u>LAND</u> | <u>IMPROVEMENTS</u> | <u>TOTAL</u> |
|--------------|------------|-------------|---------------------|--------------|
| 3103         | 1          | \$7,762,400 | \$119,500           | \$7,881,900  |

b. Current Tax Status

| <u>BLOCK</u> | <u>LOT</u> | <u>REAL PROPERTY<br/>BALANCE</u> | <u>WATER/SEWER</u> | <u>TOTAL</u> |
|--------------|------------|----------------------------------|--------------------|--------------|
| 3103         | 1          | current                          | current            | current      |

c. Merger

If the Project Site is comprised of more than one lot on the Official Map, the Applicant hereby represents to the Mayor and Council that the Applicant will simultaneously herewith apply to the Tax Assessor or Planning Board upon site plan approval in writing for a merger of the lots into one or more lots, as proper land assessment requires. Applicant's failure to make such petition shall permit the assessor to make a merger of lots in a manner deemed appropriate to him or her and the Applicant shall be bound thereby and to the merger's effective date and the valuation of the land.

*Not applicable.*

## SECTION C. MUNICIPAL ASSISTANCE REQUESTED

**5. What type of Tax Abatement is the Applicant requesting? (Note: if the proposed project incorporates more than one type of use, identify the type of Tax Abatement requested for each use.)**

a. \_\_\_\_ Long Term Commercial.

Industrial Project with an annual service charge equal to fixed percent of annual gross revenue (*N.J.S.A. 40A:20-12*).

b. \_\_\_\_ Long Term Commercial.

Industrial Project with an annual service charge equal to 2% of total project cost (*N.J.S.A. 40A:20-12*). (Owner Occupied only).

c. \_\_\_\_ Long Term Residential Project.

Annual service charge based on the formula established pursuant to *N.J.S.A. 40A:20-12(b)(1)*.

d. X Long Term Residential Condominium. – *However, see note above relative to the project being the subject of certain RAB financing as contemplated by the SDA and the form of Financial Agreement attached as Exhibit 2 and Special Assessment Agreement attached as Exhibit 3.*

Annual service charge based on the formula established pursuant to *N.J.S.A. 40A:20-12(b)(1)*.

**6. The requested duration of Tax Abatement is 30 years.**

## SECTION D: PROJECT INFORMATION

**7. Please describe the purpose of the project. Include a detailed description of the improvements to be made to the Project Site.**

*See Exhibit A to SDA, attached as Exhibit 1.*

**8. Please provide a detailed break down of the total estimated project cost OR the total estimated Annual Gross Revenue pursuant to N.J.S.A. 40A:20-3(h). Attach substantiation of the assumptions utilized therein as may be necessary.**

a. If providing a break down of total estimated project cost, please attach a signed and sealed architect's certification as to the construction costs. Please also see N.J.S.A. 40A:20-8 and comply therewith.

*See attached Exhibit 4.*

b. If providing a break down of Annual Gross Revenue, please attach a tentative financial plan for the Project, including but not limited to the following information, as appropriate: a schedule of rents; estimated expenditures for operation and maintenance; payments for interest, amortization of debt and reserves; payments to the City to be made pursuant to a financial agreement to be entered into with the City; and anticipated rate of return (to demonstrate satisfaction of constitutional but-for test).

*See Exhibit B to proposed form of Special Assessment Agreement, attached as Exhibit 3.*

**9. Describe the method of financing the project, including but not limited to a recapitulation of relevant financing terms (to the extent known), and the identification of funding sources.**

*The Applicant contemplates that capital investment will be comprised of company equity supplied by its affiliate, Toll Brothers., Inc. No public or private financing is contemplated for the proposed development.*

**10. Provide the currently estimated project schedule, including the anticipated project completion date.**

*See Exhibit B to SDA, attached as Exhibit 1.*

11. Disclosure Statement:

a. Name of Corporation, Partnership or Entity:

*Toll Asbury Park Urban Renewal, LLC*

b. Principal place of business:

*1140 Virginia Drive  
Fort Washington, PA 19034*

c. Name of statutory agent and address, but if applicant is not a corporation the one with related address upon whom legal process may be served is:

*United Agent Group, Inc.  
12 Christopher Way #200  
Eatontown, NJ 07724*

d. Incorporated in the State of *New Jersey*.

The following represents the name and addresses of all stock holders or partners owing a 10% or greater interest in the above corporation o partnership. If one or more of the above named s itself a corporation, partnership, or entity, I have annexed hereto the names and addresses of anyone owing a 10% or greater interest therein.

| <u>Name of Owner(s)</u> | <u>Address</u> | <u>Percent Owned</u> |
|-------------------------|----------------|----------------------|
|-------------------------|----------------|----------------------|

*See attached Exhibit 5.*

e. Name of Directors

| <u>Name of Owner(s)</u> | <u>Address</u> | <u>Title</u> |
|-------------------------|----------------|--------------|
|-------------------------|----------------|--------------|

12. Please list all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any agreement concerning tax exemption that is currently in force and effect with the City of Asbury Park.

Name

Name of Urban Renewal Entity

N/a

13. Please list all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any other contract or agreement that is currently in force and effect with the City of Asbury Park.

Name

Type of Contract or Agreement

N/a

14. Describe the number and manner of temporary jobs (including skill level and any certifications or memberships needed) to be created by the Project during the construction period. Please also describe the number and manner of permanent jobs (including skill level and any certifications or memberships needed) to be created by the Project within one year after completion.

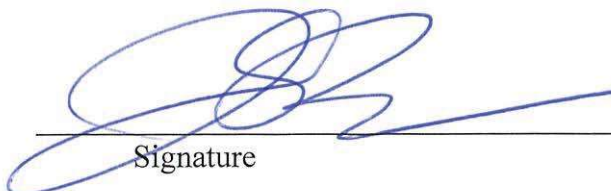
*See SDA, attached as Exhibit 1.*

15. Please provide any further information that you wish the City to consider, for example, public benefits that will accrue to the City, its residents or the surrounding community from construction of the Project. For illustrative purposes only, will the undertaking of the Project include the remediation of any environmental hazards? Will the Project serve to enhance, preserve or reuse any property or building of historic interest? Will the Project provide expanded or rehabilitated open space or recreational facilities?

*See SDA, attached as Exhibit 1.*

16. The proposed Project complies with the *Asbury Park Waterfront Redevelopment Plan (Plan IV)* as adopted and on file with the City Planning Board.
17. The undertaking conforms to all applicable municipal ordinances; its completion will meet an existing need, and the Project accords with the Master Plan of the City as it currently exists or as it will be amended.
18. The construction of the Project has not commenced nor will it commence prior to the final approval and execution of a Financial Agreement between the City and the Applicant.
19. No office or employee of the City has any direct or indirect personal or financial interest in the Project which is the subject of this application.
20. Please state any exception(s) to the statements made (#1 to #19 above).

21. I certify that all the foregoing statements made by me are true. I am aware that if of the foregoing statements made by me are willfully false, I am subject to punishment.

  
Signature

JOHN E. PECK, AUTHORIZED  
Print Name and Title *REPRESENTATIVE*

2/22/23  
Date

Applicant(s) shall submit ten (10) copies executed in the original. Where the Applicant is other than an individual person the signature on the application shall be certified as to its authenticity and authority by the submission of a notarized corporate resolution bearing the seal of the corporation and the signature of the secretary of the corporation or similar bona fide evidence.

Docs #6015528-v2

## Project Cost Estimate

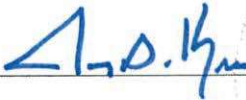
|    |                                                                                                                                                  |                      |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| A. | Cost of Land and improvements                                                                                                                    | \$ 16,335,090        |
| B. | Architects, engineers, surveying and attorney's fee (paid or payable) in connection with the planning, construction and financing of the Project | \$ 1,275,529         |
| C. | Projected construction cost per architect's estimate, \$21,803,876; projected site improvements costs per engineer's estimate, \$4,518,497       | \$ 26,331,441        |
| D. | Insurance, Interest, and Finance Costs during Construction                                                                                       | \$ 2,404,494         |
| E. | Cost of Obtaining Initial Permanent Financing                                                                                                    | \$ -                 |
| F. | Marketing and other expenses payable in connection with initial sale of market-rate units                                                        | \$ 2,155,491         |
| G. | Real Estate Taxes and Assessments during Construction Period                                                                                     | \$ 546,230           |
| H. | Developer's Overhead based on a percentage of (c) above, to be computed in accordance with percentage given in law N.J.S.A. 40A:20-3(h)          | \$ 2,136,088         |
|    | <b>Total Project Cost</b>                                                                                                                        | <b>\$ 51,184,363</b> |

EXHIBIT I

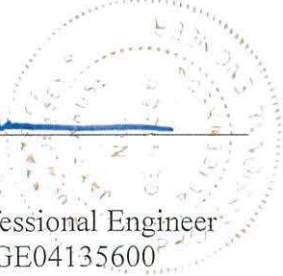
TOLL ASBURY PARK LLC

Certification of Estimated Site Improvement Costs

On this 10<sup>th</sup> day of November, 2021, the undersigned being an engineer licensed in the State of New Jersey and being the civil engineer for the Project does hereby certify to the best of my knowledge and based upon estimates provided by Toll Asbury Park LLC, that Item C of Exhibit 13 accurately reflects the estimated site improvement costs of the Project.

By:  \_\_\_\_\_

Name: Jay S. Kruse, PE  
New Jersey Professional Engineer  
License No.: 24GE04135600



## Unit Cost Estimate

| Unit Type                          | Average Sq. Ft. | Average Cost | Units | Total Estimated Construction Cost |
|------------------------------------|-----------------|--------------|-------|-----------------------------------|
| Unit A - 4 Story Interior          | 2,014           | \$ 370,579   | 12    | \$ 4,446,948                      |
| Unit A - 4 Story Exterior          | 2,014           | \$ 381,079   | 6     | \$ 2,286,474                      |
| Unit B - 4 Story Interior          | 2,286           | \$ 375,555   | 12    | \$ 4,506,660                      |
| Unit B - 4 Story Exterior          | 2,286           | \$ 386,055   | 6     | \$ 2,316,330                      |
| Unit C - 3 Story Interior          | 1,750           | \$ 304,855   | 9     | \$ 2,743,695                      |
| Unit C - 3 Story Exterior          | 1,750           | \$ 320,605   | 4     | \$ 1,282,420                      |
| Unit D - 3 Story Interior          | 2,220           | \$ 319,873   | 9     | \$ 2,878,857                      |
| Unit D - 3 Story Exterior          | 2,220           | \$ 335,623   | 4     | \$ 1,342,492                      |
| Total Estimated Construction Costs |                 |              |       | \$ 21,803,876                     |

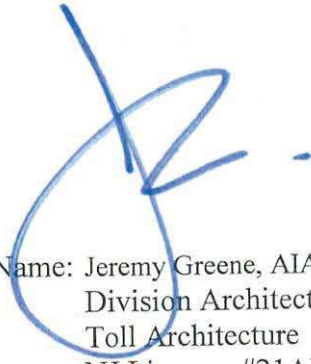
**EXHIBIT H**

**TOLL ASBURY PARK LLC**

**Certification of Estimated Building Construction Costs**

On this 10<sup>th</sup> day of November, 2021, the undersigned being an architect licensed in the State of New Jersey and being the consulting architect for the Project. does hereby certify to the best of my knowledge and based upon estimates provided by Toll Asbury Park LLC, that Item C of Exhibit 13 accurately reflects the estimated building construction costs of the Project.

By:



Name: Jeremy Greene, AIA, LEED AP BD+C  
Division Architect  
Toll Architecture  
NJ License: #21AI01660200

## Disclosure of Ownership

| <u>Name</u>                                                                                         | <u>Address</u>                                 |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------|
| <b>Toll NJ I, L.L.C.</b><br>(Sole member of Toll Asbury Park LLC)                                   | 1140 Virginia Drive, Fort Washington, PA 19034 |
| <b>Toll Northeast LP Company, Inc.</b><br>(Sole member of Toll NJ I, L.L.C.)                        | 1140 Virginia Drive, Fort Washington, PA 19034 |
| <b>Toll Holdings, Inc.</b><br>(Sole stockholder of Toll Northeast LP Company, Inc.)                 | 1140 Virginia Drive, Fort Washington, PA 19034 |
| <b>Toll Brothers, Inc.</b><br>(publicly-traded on NYSE;<br>Sole stockholder of Toll Holdings, Inc.) | 1140 Virginia Drive, Fort Washington, PA 19034 |

**EXHIBIT 2**  
**Ordinance**





**EXHIBIT 3**  
**Certificates of the Entity**





FILED

DEC 7 2021

STATE TREASURER

**AMENDED AND RESTATED  
CERTIFICATE OF FORMATION OF  
TOLL ASBURY PARK LLC**

0450720652

THE UNDERSIGNED, of the age of eighteen (18) years or over, for the purpose of amending the Certificate of Formation of Toll Asbury Park LLC, filed with the State of New Jersey Department of the Treasury on October 27, 2021 (#0450720652) pursuant to the provisions of the Revised New Jersey Limited Liability Company Act, Title 42:2C-1, et. seq., of the New Jersey Statutes, in order to form a limited liability company pursuant to the provisions of the Revised New Jersey Limited Liability Company Act, Title 42:2C-1, et. seq. and the New Jersey Long Term Tax Exemption Law, Title 40A:20-1, et. seq., of the New Jersey Statutes, does hereby execute the following Amended and Restated Certificate of Formation:

1. Name of Limited Liability Company:

Toll Asbury Park Urban Renewal LLC (the "Company").

2. The purpose for which the Company is organized is:

To operate under P.L. 1991, c. 431; (C. 40A:20-1, et. seq.) and to initiate and conduct projects for the redevelopment of a redevelopment area pursuant to a redevelopment plan, or projects necessary, useful, or convenient for the relocation of residents displaced or to be displaced by the redevelopment of all or part of one or more redevelopment areas, or low and moderate income housing projects, and, when authorized by financial agreement with the City of Asbury Park (the "Municipality"), to acquire, plan, develop, construct, alter, maintain or operate housing, senior citizen housing, business, industrial, commercial, administrative, community, health, recreational, educational or welfare projects, or any combination of two or more of these types of improvement in a single project, under such conditions as to use, ownership, management and control as regulated pursuant to P.L. 1991, c. 431; (C. 40A:20-1, et. seq.). The Company proposes to redevelop certain real property located in the City of Asbury Park, Monmouth County, NJ with a 62-unit residential townhome redevelopment project (the "Project"). The Project is a 100% residential project and is a permitted use under the redevelopment plan applicable to the subject property.

3. Date of Formation:

The date upon which this certificate of formation is filed in the office of the State Treasurer of New Jersey.

4. Registered Agent Name & Address:

United Agent Group, Inc.  
12 Christopher Way  
#200  
Eatontown, New Jersey 07724

5. Dissolution date:

Perpetual existence.

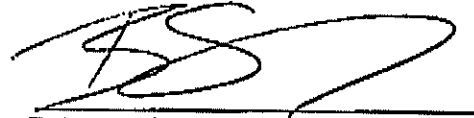
6. Provisions/Declarations Required Pursuant to the Act:

- a. So long as the Company is obligated under a financial agreement with the Municipality made pursuant to P.L. 1991, c. 431; (C. 40A:20-1, et. seq.), the Company shall engage in no business other than the ownership, operation and management of the Project.
- b. The Company has been organized to serve a public purpose and its operations shall be directed toward: (1) the redevelopment of redevelopment areas, the facilitation of the relocation of residents displaced or to be displaced by redevelopment, or the conduct of low and moderate income housing projects; and (2) the acquisition, management, and operation of a project, redevelopment relocation housing project, or low and moderate income housing project under P.L. 1991, c. 431; (C. 40A:20-1, et. seq.). The Company shall be subject to regulation by the Municipality, and to a limitation or prohibition, as appropriate, on profits or dividends for so long as it remains the owner of a project subject to P.L. 1991, c. 431; (C. 40A:20-1, et. seq.).
- c. The Company shall not voluntarily transfer more than 10% of the ownership of the project or any portion thereof undertaken by it under P.L. 1991, c. 431; (C. 40A:20-1, et. seq.), until it has first removed both itself and the project from all restrictions of P.L. 1991, c. 431; (C. 40A:20-1, et. seq.) in the manner required by P.L. 1991, c. 431; (C. 40A:20-1, et. seq.) and, if the project includes housing units, has obtained the consent of the Commissioner of Community Affairs to such transfer; with the exception of transfer to another urban renewal entity, as approved by the Municipality, which other urban renewal entity shall assume all contractual obligations of the Company under the financial agreement with the Municipality. The entity shall file annually with the Municipality's governing body a disclosure of the persons having an ownership interest in the project, and of the extent of the ownership interest of each. Nothing herein shall prohibit any transfer of the ownership interest in the urban renewal entity itself provided that the transfer, if greater than 10%, is disclosed to the Municipality's governing body in the annual disclosure statement or in correspondence sent to the Municipality in advance of the annual disclosure statement referred to above.
- d. The Company is subject to the provisions of Section 18 of P.L. 1991, c. 431; (C. 40A:20-18) respecting the powers of the Municipality to alleviate financial difficulties of the Company or to perform actions on behalf of the Company upon a determination of financial emergency.

- e. Any housing units constructed or acquired by the Company shall be managed subject to the supervision of, and rules adopted by, the Commissioner of the Department of Community Affairs.

The undersigned represents that the Company has one or more members and that this filing complies with requirements of N.J.S.A. § 42:2C-1, et. seq. The undersigned hereby represent(s) that it is authorized to sign this certificate on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first above written.

  
Brian J. Shemesh, Esq.

Filed by:

Brian J. Shemesh, Esq.  
Giordano, Halleran & Ciesla, P.C.  
125 Half Mile Road, Suite 300  
Red Bank, NJ 07701

Docs #5382773-v1

Attachment: GHCDPCS-#5435449-v1-FILED NJDOT- AR COF - Toll Asbury Park LLC (2023-26 : Financial Agreement Toll Asbury Park Urban



**State of New Jersey**  
DEPARTMENT OF COMMUNITY AFFAIRS  
LOCAL PLANNING SERVICES  
101 SOUTH BROAD STREET  
PO Box 813  
TRENTON, NJ 08625-0813  
(609) 292-3000 • FAX (609) 633-6056

**PHILIP D. MURPHY**  
*Governor*

**LT. GOVERNOR SHEILA Y. OLIVER**  
*Commissioner*

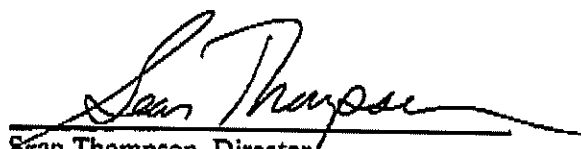
DEPARTMENT OF COMMUNITY AFFAIRS

TO: State Treasurer  
RE: TOLL ASBURY PARK URBAN RENEWAL LLC  
(formerly TOLL ASBURY PARK LLC)  
File # 3205  
An Urban Renewal Entity

This is to certify that the attached AMENDED AND RESTATED CERTIFICATE OF FORMATION OF AN URBAN RENEWAL ENTITY has been examined and approved by the Department of Community Affairs, pursuant to the power vested in it under the "Long Term Tax Exemption Law," P.L. 1991, c.431.

Done this 3<sup>rd</sup> day of December 2021 at Trenton, New Jersey.

DEPARTMENT OF COMMUNITY AFFAIRS

By:   
Sean Thompson, Director  
Local Planning Services



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**Asbury Park, New Jersey  
ORDINANCE NO. 2023-27**

**ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF  
MONMOUTH, STATE OF NEW JERSEY, PROVIDING FOR THE SPECIAL  
ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER,  
ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE  
IMPROVEMENTS ON BLOCK 3103, LOT 1 WITHIN THE ASBURY PARK  
WATERFRONT REDEVELOPMENT AREA AND ESTABLISHING A MECHANISM  
FOR PAYMENT OF THE COST THEREOF**

**WHEREAS**, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A1 et seq. (the “Redevelopment Law” or the “Act”) and that certain redevelopment plan dated as of June 5, 2002 (as amended and supplemented from time to time, the “Redevelopment Plan”), the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey, and Asbury Partners, LLC (the “Master Developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “Redeveloper Agreement”) with respect to the Waterfront Redevelopment Area, as defined therein; and

**WHEREAS**, in order to finance the cost of the infrastructure improvements contemplated by the Redeveloper Agreement, the City has determined that the cost of the infrastructure improvements should be assessed pursuant to N.J.S.A. 40:56-1 et seq. (the “Local Improvements Law”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 et seq. (the “RAB Law”); and

**WHEREAS**, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “Infrastructure Improvements”) within the Waterfront Redevelopment Area, including with respect to Block 3103, Lot 1 (the “Property”), which Infrastructure Improvements, in whole or in part, constitute

(i) redevelopment projects (collectively, the “Infrastructure Redevelopment Project”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and

(ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

**WHEREAS**, Toll Asbury Park Urban Renewal, LLC (the “Subsequent Developer”), the Master Developer and the City entered into a Subsequent Developer Agreement, dated September 21, 2022, pursuant to which the Subsequent Redeveloper assumed certain rights and obligations of the Master Developer; and

**WHEREAS**, pursuant to the RAB Law, a municipality may issue bonds (as issued in connection with this Ordinance, the “RABs”) to finance redevelopment projects pursuant to a

redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment on certain property within an area in need of redevelopment.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:**

**Section 1.** The defined terms set forth in the recitals contained in this Ordinance are incorporated by reference as it is set forth at length herein.

**Section 2.** The purpose of this special assessment ordinance is to establish a mechanism for imposing special assessments of all or a portion the cost of the Infrastructure Improvements to be developed, financed and constructed on or benefiting the Property in accordance with the requirements of the Redevelopment Agreement. The Infrastructure Improvement will consist of the design, financing, construction and installation of various infrastructure improvements, including but not limited to, wastewater, stormwater, roadway, streetscape and utility improvements, including all work necessary therefor and incidental thereto with respect to the Property.

**Section 3.** Notice is hereby given to the owners of the Property that the City intends to make and levy special assessments against all such Property in the amount and at the time that such Infrastructure Improvements have been completed or at such later time as the City may determine. The estimated aggregate cost of such Infrastructure Improvements for the Property subject to this ordinance is \$4,500,000 (subject to the actual costs of such Infrastructure Improvements at the time of installation as certified to the City Engineer), provided that the special assessments for any Property affected by this ordinance shall be made and levied in the manner provided by law and shall be as nearly as possible in proportion to and not in excess of the peculiar benefit, advantage or increase in value that the Property shall be deemed to receive by reason of the Infrastructure Improvements.

**Section 4.** The following additional matters are hereby determined, declared, recited and stated:

(a) The amount of any special assessment ("Special Assessment") levied against the Property shall be determined, at the option of the owner of the Property, in accordance with:

(i) the procedure set forth in the Local Improvements Law; or

(ii) pursuant to a special assessment agreement entered into by and between the City and the affected property owner under N.J.S.A. 40A:12A-66 of the RAB Law ("Special Assessment Agreement").

(b) Whether levied under the Local Improvements Law or a Special Assessment Agreement under Section 66 of the RAB Law, the Special Assessments shall be paid over a 30 year period in quarterly installments payable at the time and in the manner that generally applicable property taxes are required to be paid in the City, with legal interest:

(a) charged on the portion of the Special Assessments allocable to the RABs from the date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;

(b) charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and

(c) charged on the portion of the Special Assessments not allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City. The first such installment shall commence on the first business day of the quarter immediately following

(i) the determination of the peculiar benefit, advantage or increase in value which particular lot or Property shall be deemed to have received as a result of the infrastructure improvements, as required to under N.J.S.A. 40:56-27 or

(ii) with respect to the Property, at the time set forth in a Special Assessment Agreement under the RAB Law provided that any owner of land so assessed shall, with respect to the portion of the Special Assessments allocable to the RABs, have the privilege of paying the whole of such allocable portion of any Special Assessment or any balance of installments with accrued interest thereon at any time. Such Special Assessment shall remain a lien upon the affected Property described herein until the Special Assessment, with all installments and accrued interest thereon, applicable the particular Property shall be paid and satisfied.

(c) No portion of the cost of the Infrastructure Improvements shall be paid from funds raised from the municipal tax levy or other available funds of the City.

(d) Any Special Assessment levied pursuant to Section 4(a)(ii) of this ordinance shall be subject to the terms and conditions set forth in a Special Assessment Agreement to be entered into by the City and the affected property owner substantially in the form attached hereto as Exhibit A, together with such additions, deletions, modifications or revisions as may be required in consultation with counsel to the City to facilitate the transaction contemplated hereby. Any Special Assessment Agreement executed from time to time, and pursuant to which Special Assessment payments are securing bonds issued under the RAB Law, shall be recorded in accordance with the requirements of the RAB Law. The Mayor is hereby authorized and directed to execute the Special Assessment Agreement and the City Clerk is hereby authorized and directed to attest to such signature, and to affix the corporate seal of the City upon the Special Assessment Agreement.

(e) The City hereby determines that:

(i) it shall have the right to charge Owner(s) of the Property legal interest (a) charged on the portion of the Special Assessments allocable to the RABs from the date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;

(b) charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and

(c) charged on the portion of the Special Assessments not allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City; and

(ii) in lieu of the levy of the special assessment described herein pursuant

to the Local Improvements Law, the special assessment may be charged, collected and otherwise applied in the manner set forth in the Special Assessment Agreement.

**Section 5.** The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Special Assessment or the Special Assessment Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

**Section 6.** Nothing in this ordinance is intended to abrogate or in any way limit the general application of that certain ordinance adopted by the City on February 20, 2013 and entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof”.

**Section 7.** This ordinance shall take effect as provided by law.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-27 which was finally adopted by the City Council at a meeting held on the 12th day of July, 2023

---

LISA ESPOSITO  
CITY CLERK

Record and return to:

---

John M. Cantalupo, Esq.  
Archer & Greiner, P.C.  
10 Highway 35  
Red Bank, New Jersey 07701

**Special Assessment Agreement**

**By and Among**

**The City of Asbury Park**

**and**

**TOLL BROS. ASBURY PARK URBAN RENEWAL, LLC (the “Entity”)**

**THIS SPECIAL ASSESSMENT AGREEMENT** (hereinafter “**Agreement**”), made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between TOLL BROS. ASBURY PARK URBAN RENEWAL, LLC (the “**Entity**”), the Entity being qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., with offices as hereinafter specified, along with its or their permitted successors and/or assigns, and the **CITY OF ASBURY PARK**, a municipal corporation in the County of Monmouth and the State of New Jersey (the “**City**”, and together with the Entity, the “**Parties**”).

WITNESSETH:

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

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

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

**WHEREAS**, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “**Asbury Park Waterfront Redevelopment Area**,” as defined in the Redevelopment Plan, and consisting of the “**Prime Renewal Area**” and the “**Boardwalk Area**”, as such terms are also defined therein (collectively, the “**Waterfront Redevelopment Area**”);

**WHEREAS**, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Redevelopment Law;

**WHEREAS**, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same has been or may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”);

**WHEREAS**, as a result of the world-wide financial issues (the “**Financial Crisis**”) occurring in or about 2008, iStar Financial Inc. as lender to Master Developer foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to ownership of such membership interests;

**WHEREAS**, during the Financial Crisis, the Parties arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement;

**WHEREAS**, on or about July 18, 2011, arbitrator, Honorable Nicholas Politan issued an arbitrator’s award (the “**Arbitrator’s Award**”) that determined, among other things, that the

Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential units and other economic development activity within the Waterfront Redevelopment Area;

**WHEREAS**, in order to comply with the spirit of the Arbitrator’s Award, to induce the Master Developer to proceed expeditiously with the development of the Infrastructure Improvements (as defined herein) and other economic development activities within the Waterfront Redevelopment Area, and to determine the appropriate means to finance the cost of the Infrastructure Improvements, the City has determined that the cost of the Infrastructure Improvements should be assessed in the manner provided in N.J.S.A. 40:56-1 et seq. and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 et seq. (the “**RAB Law**”);

**WHEREAS**, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law, and (ii) local improvements within the meaning, and for the purposes set forth in, Chapter 229 of the Pamphlet Laws of 1938, and Chapter 175 of the Pamphlet Laws of 1951, all as amended and supplemented, and codified at N.J.S.A. 40:56-1 et seq., the “**Local Improvements Law**”) for which a Special Assessment (as defined herein) may be imposed;

**WHEREAS**, pursuant to the Redeveloper Agreement and the Redevelopment Plan, the Master Developer intends to develop itself or cause to be developed by approved subsequent developers approximately 1,721 units of for-sale housing in the form of townhomes, condominium apartments, or other housing units (collectively, the “**Housing Improvements**”) within the Waterfront Redevelopment Area, which Housing Improvements constitute a redevelopment project (the “**Housing Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Redevelopment Area;

**WHEREAS**, pursuant to the “Long Term Tax Exemption Law,” constituting Chapter 431 of the Pamphlet Laws of 1991, as amended and supplemented, and codified at N.J.S.A. 40A:20-1 et seq. (the “**Long Term Tax Exemption Law**”), a redeveloper that is an urban renewal entity may enter into a financial agreement with a municipality to make payments in lieu of taxes (“**PILOT**”) with respect to property owned by the urban renewal entity in a redevelopment area;

**WHEREAS**, the Entity is an urban renewal entity that is proposing the development and construction of the Project (as defined herein) on the Project Site (as defined herein) pursuant to that certain subsequent developer agreement with the City executed on September 21, 2022 (the “**Subsequent Developer Agreement**”);

**WHEREAS**, in order to enhance the economic viability of an opportunity for a successful implementation of the Project, the City and the Entity are proposing to enter into a financial agreement to be executed contemporaneously herewith governing payment by the Entity to the

City of payments in lieu of real estate taxes in connection with the Project pursuant to the Long Term Tax Exemption Law (the “**Financial Agreement**”);

**WHEREAS**, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment (the “**Special Assessment**”) on certain property within an area in need of redevelopment;

**WHEREAS**, in furtherance of the transactions contemplated by this Agreement, the Subsequent Developer Agreement, the Financial Agreement, the Redeveloper Agreement, and that certain Project Finance Agreement executed by and between the City and the Master Developer, dated as of December 2012 (as amended, the “**Project Finance Agreement**”), the City intends to issue RABs pursuant to the RAB Law;

**WHEREAS**, in order to secure the payment of the RABs and the payment of the PILOTs payable to the City, the Parties desire to enter into this special assessment agreement pursuant to which the City shall have a right to impose a special assessment equal to the cost referred to herein on the Land (as herein defined) and any improvement related thereto including any Unit (as defined herein) in accordance with the terms of this Agreement;

**WHEREAS**, in order to effect the mechanism for the payment of the Special Assessment (as defined herein) between the City and any Owner, (i) the City has adopted on February 20, 2013 that certain ordinance entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof”, as amended on June 13, 2018 by Ordinance No. 2018-20 (the “**Ordinance**”) and (ii) the City has entered into the Master Agreement, described in Section 3.01(b) of this Agreement;

**WHEREAS**, it is the intent of the Parties that, so long as the Owner (as defined herein) makes all required payments under the Financial Agreement such Owner shall not be required to make payment of the Unpledged Portion of the Special Assessment (as defined herein); and

**NOW, THEREFORE**, in consideration of one dollar (\$1.00), the mutual covenants and promises set forth above and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE I. GENERAL PROVISIONS

**SECTION 1.01** Governing Law — THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THIS STATE, INCLUDING THE PROVISIONS OF THE ACT, THE LOCAL IMPROVEMENTS LAW, THE RAB LAW AND ALL OTHER APPLICABLE LAWS. IT IS HEREBY EXPRESSLY ACKNOWLEDGED, UNDERSTOOD AND AGREED THAT UPON THE RECORDATION OF THE ORDINANCE AND THIS AGREEMENT IN ACCORDANCE WITH SECTION 7.01 HEREOF, LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING WITHOUT LIMITATION, ANY

UNIT, AS SUCH TERMS ARE DEFINED HEREIN, SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS OF THIS AGREEMENT AND EACH AND EVERY OWNER, WHETHER IN FEE SIMPLE OR OTHERWISE, OF ANY SUCH PARCEL OF LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING ANY UNIT, REGARDLESS OF WHETHER SUCH OWNER SHALL BE THE ENTITY, A UNIT PURCHASER, AS SUCH TERM IS DEFINED HEREIN, OR ANY OTHER COMPANY, ENTITY OR PERSON (EACH INDIVIDUALLY REFERRED TO HEREIN AS AN “**OWNER**”) SHALL BE BOUND BY THE TERMS HEREOF. IN THE EVENT OF ANY BREACH OR DEFAULT OF THIS AGREEMENT BY AN OWNER, SUCH BREACH OR DEFAULT SHALL NOT CONSTITUTE A BREACH OR DEFAULT BY ANY OTHER OWNER(S) AND SUCH OTHER OWNER(S), AND ITS RESPECTIVE PARCEL OR PORTION OF LAND, AND ANY IMPROVEMENTS RELATED THERETO, INCLUDING ANY UNIT, SHALL CONTINUE TO BE SUBJECT TO, GOVERNED BY AND BOUND BY THIS AGREEMENT.

**SECTION 1.02**      General Definitions — Capitalized terms used and defined in the preambles hereof shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Assignment Agreement — shall mean the agreement executed contemporaneously herewith between the City and the Trustee assigning the Pledged Portion of the Special Assessment to the Trustee for the benefit of the holders of the RABs.

Financial Agreement — shall have the meaning ascribed to such term in the recitals.

In Rem Tax Foreclosure — shall mean a summary proceeding by which the City may enforce the lien for taxes, special assessments and other statutory liens. Said foreclosure is governed by N.J.S.A. 54:5-1 et seq.

Indenture — shall mean the indenture of trust approved in connection with and providing for, among other things, the trust estate securing the RABs.

Land — shall mean the real property known as Block 3101, Lots 1, upon which the Project shall be constructed, all as set forth on the tax maps of the City.

Legal Interest — shall mean the interest rate on unpaid installments of Special Assessments. While repayment of the Special Assessment is current and in good standing, Legal Interest shall be represented by the interest rate on the RABs or, if applicable, other City obligations issued to finance or refinance the cost of the Infrastructure Improvements. In the event that an Owner fails to timely pay, in full, any installment of the Special Assessment, Legal Interest shall mean the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

Minimum Annual Service Charge — shall have the meaning set forth in the Financial Agreement.

Owner – shall have the meaning ascribed to such term at Section 1.01.

Pledged Portion of the Special Assessment — shall mean that portion of the Special Assessment that is assigned to the Trustee pursuant to the Assignment Agreement and pledged to the payment of the RABs as set forth in Exhibit B.

Project — shall mean the 62-unit residential development consisting twenty-six (26) 3-story townhomes and thirty-six (36) 4-story townhomes, having two (2) to four (4) bedrooms, together with related improvements and related site improvements known as “\_\_\_\_\_” to be constructed on the Project Site in accordance with the terms of the Subsequent Developer Agreement, a certain Financial Agreement between the City and the Entity and this Agreement.

Project Site – shall mean the Land.

Sales Price – shall have the meaning set forth in the Financial Agreement.

Special Assessment Deficiency Amount – shall have the meaning set forth in Section 3.01(b) hereof.

Subsequent Developer Agreement — shall have the meaning ascribed to such term in the recitals.

Tax Sale Law — N.J.S.A. 54:5-1 et seq., as the same may be amended or supplemented from time to time.

Trustee — shall mean the trustee appointed under the Indenture.

Unit — shall mean one of the residential units to be built as part of the Project.

Unit Purchaser — shall mean the buyer of a Unit who will be responsible pursuant to this Agreement to pay the applicable portion of the Special Assessment.

Unpledged Portion of the Special Assessment — shall mean that portion of the Special Assessment, if applicable, that is paid to the City pursuant to the terms of this Agreement as set forth in Exhibit B.

## ARTICLE II. DURATION OF AGREEMENT

### SECTION 2.01      Term

The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that this Agreement, including the obligation to pay the Special Assessment required under Article III hereof, shall remain in effect, for a period of thirty (30) years from the date that the first Special Assessment amount is due in accordance with the terms hereof.

## ARTICLE III. SPECIAL ASSESSMENT AMOUNT

### SECTION 3.01      Special Assessment Amount and Installments

(a) The Owner hereby expressly, irrevocably and unconditionally acknowledges and agrees that, with respect to the Land and the Project to be constructed thereon: (i) the Special Assessment for the Project shall be the total amount set forth in Exhibit A (the “**Principal Amount**”); and (ii) the Principal Amount of the Special Assessment shall be, and is hereby irrevocably and unconditionally accepted in full and agreed to by the present Owner of the Land and Project and/or Units constructed thereon from time-to-time (on behalf of such present Owner and all subsequent Owner(s)) and in accordance with N.J.S.A. 40A:12A-66(c) of the RAB Law and shall be deemed to be, in lieu of a determination by the procedures otherwise applicable to determining the actual benefit conferred on the Land and the Project and/or the Units constructed thereon from time-to-time, the benefit conferred on the Land and the Project and/or the Units by the Infrastructure Improvements. The Special Assessment for the Project shall be allocated among the Units and with respect to each Unit, as the case may be, shall be payable quarterly on February 1, May 1, August 1 and November 1 of each year during the term of this Agreement, with the first installment to commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility for the issuance of a Certificate of Occupancy for a Unit in the Project; or (ii) the expiration of the construction interest period on the RABs. The Entity shall, prior to the time that title to such Unit is initially transferred to a subsequent Owner, deliver to the City and Master Developer such information as may be required to confirm and compute the Special Assessment for such Unit including the Unpledged Portion of the Special Assessment and the Pledged Portion of the Special Assessment based upon the Sales Price. If, based upon such information, a “**Special Assessment Deficiency Amount**”, as defined and calculated at Section 3.01(f) of that certain Master Special Assessment Agreement entered into by and between the City and Asbury Partners, LLC, dated as of May 15, 2013, as amended on August 1, 2018 (the “**Master Agreement**”), shall be due, the Entity shall be solely responsible to remit the determined per Unit amount of such Special Assessment Deficiency Amount as determined by the City or its designated representative at the transfer of title to each Unit in the Project by wire transfer or immediately available funds to an account designated by the City or its designated representative which is maintained by or on behalf of the Trustee. **By way of example only**, if the Sales Price of a Unit upon initial transfer is lower than the estimated “Base Price” shown on Exhibit C at the issuance of the RABs, examples of the estimated per Unit Special Assessment Deficiency Amount(s) associated with the estimated shortfalls in the “Base Price” are attached hereto as Exhibit C.

(b) In the event that the Entity pays a Special Assessment Deficiency Amount, per Unit, that is later determined to be, inaccurate, unnecessary, or in excess of what should have been paid for that Unit, or is no longer required by the Trustee to cause a special optional redemption of the RABs in accordance with the supplemental indenture applicable to the Project, then, in the case of any such event, the City agrees to cause the Trustee to reimburse the Entity for any such overpayment by the Entity; provided, however, this shall have no effect on the total Special Assessment Deficiency Amount, if any, defined and calculated above, which if so determined to be an amount due, will be due and owing by the Entity at the times so stated.

(c) The Unpledged Portion of the Special Assessment shall be determined and allocated among the Units within the Project in accordance with the calculation of the Annual Service Charge under the Financial Agreement as illustrated in the example on Exhibit B. The Unpledged Portion of the Special Assessment for each Unit shall be calculated as provided in Exhibit B, and upon the initial sale of a Unit by the Entity to a Unit Purchaser shall be recalculated

as provided in Exhibit B. Thereafter, the Unpledged Portion of the Special Assessment shall be recalculated each year.

(d) The Pledged Portion of the Special Assessment for all Units in the Project shall be irrevocably assigned by the City pursuant to the Assignment Agreement and paid over to the Trustee to be applied to the payment of debt service on the RABs. The Pledged Portion of the Special Assessment for each Unit shall be calculated as provided in Exhibit B, and upon the initial sale of a Unit by the Entity to a Unit Purchaser shall be recalculated as provided in Exhibit B and shall thereafter remain constant notwithstanding any further sale or transfer of the Unit to a subsequent Owner or subsequent change in the Total Tax Rate, Municipal Tax Rate, or Tax Ratio.

(e) Each installment payment of the aforesaid Special Assessment amount is to be made to the City and/or the Trustee, as the case may be, and shall be clearly identified as a Special Assessment payment for the Project.

(f) Within 30 days following the sale of the last Unit in the Project, or at such earlier time as set forth in a supplemental indenture applicable to the Project, the City or its designated representative shall determine the total aggregate amount of the Pledged Portion of the Special Assessment. In the event that such aggregate amount shall exceed the aggregate amount of the Pledged Portion of the Special Assessment required to pay debt service and other charges applicable to amount of the RABs applicable to the Project, such excess shall be "Surplus Pledged Special Assessments" as defined in the Subsequent Developer Agreement and the disposition thereof shall be governed by the Subsequent Developer Agreement and the supplemental indenture applicable to the Project, as applicable.

(g) To the extent any Owner prepays the Pledged Portion of the Special Assessment for its Unit, as the RABs are non-callable, any such prepayment will be applied to the next due debt service payments (i.e., principal and interest) on the RABs, and the Unit Owner will receive a credit for such payments, until such funds are depleted. The prepayment will not result in a satisfaction of the entirety of the Pledged Portion of the Special Assessment for such Unit unless it is made in an amount sufficient to pay all such debt service payments through the full maturity of the RABs.

### **SECTION 3.02**      Interest on Past Due Amounts; Credit for PILOT Payments; Legal Interest

(a) Each Owner hereby expressly, irrevocably and unconditionally agrees, warrants, covenants and accepts that in the event that the Owner fails to timely pay, in full, any installment of any Special Assessment amount, the amount past due shall bear the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

(b) The City shall credit its receipt of the Annual Service Charge or Minimum Annual Service Charge, as applicable, pursuant to the Financial Agreement, by or on behalf of the Owner against the Owner's respective portion of the Unpledged Portion of the Special Assessment, but only to the extent of the amount of the Annual Service Charge or Minimum Annual Service Charge payments, as applicable, that are actually received by or on behalf of the City. It is the intent and agreement of the Parties that, so long as an Owner makes all required payments under the Financial

Agreement it shall not be required to make the payment of the Unpledged Portion of the Special Assessment otherwise required under this Agreement. Further, upon the occurrence of termination of the Financial Agreement, the City shall credit its receipt of the municipal share of generally applicable taxes against the Unpledged Portion of the Special Assessment otherwise required to be paid under this Agreement.

(c) The Parties hereby agree that the City shall have the obligation to charge Legal Interest on unpaid installments of the Pledged Portion of the Special Assessment. Notwithstanding, the preceding sentence, the City shall have the right, but not the obligation to charge Legal Interest on the unpaid installments of the Unpledged Portion of the Special Assessment.

(d) The City agrees that upon the transfer of a Unit by the Entity, the obligation to make payments of Special Assessment shall run with the land to the Owner of said Unit as a successor Owner and the predecessor Owner shall have no further obligation to make such payments.

#### **ARTICLE IV.**

#### **MUNICIPAL LIEN; SUBORDINATION OF FEE TITLE**

##### **SECTION 4.01      Municipal Lien**

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that in accordance with the Local Improvements Law, specifically N.J.S.A. 40:56-33, and the RAB Law, specifically N.J.S.A. 40A:12A-66(c), and such other statutes as may be sources of relevant authority, if any, upon and as a consequence of the previously recorded Ordinance and the recordation of this Agreement, as set forth in Section 7.01 hereof, the Ordinance, this Agreement and any amount due hereunder, including without limitation, the Special Assessment, shall constitute an automatic, enforceable and perfected statutory municipal lien upon each Unit for all purposes of law.

(b) The Parties hereby expressly, irrevocably and unconditionally represent, agree, warrant and covenant that this Agreement, and the municipal lien created hereby, is valid and enforceable in accordance with all applicable law, including without limitation the Local Improvements Law and the RAB Law.

##### **SECTION 4.02      Subordination of Fee Title**

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that the Owner has the right, subordinate to the municipal lien, as a matter of law, to encumber the fee title to its property, including any improvements related thereto, and that any such subordinate encumbrance shall not be deemed to be a violation of this Agreement.

(b) Any encumbrance pursuant to Section 4.02(a) shall either be: (i) recorded with the Monmouth County Clerk subsequent to the recording of this Agreement; or (ii) if recorded with the Monmouth County Clerk and reflected in the County of Monmouth land records prior to the recording of this Agreement, subordinate to the municipal lien created hereby through a subordination by the holder of such encumbrance, to the benefit of the City and the Trustee, such subordination to be in a form reasonably acceptable to the City, Master Developer, and the Trustee.

In the event that a subordination is required pursuant to the immediately preceding clause (ii), an executed version of such subordination shall be attached hereto as Exhibit D

## **ARTICLE V. DEFAULT**

**SECTION 5.01**      Default - Default shall be failure of any party to perform its obligations under this Agreement, beyond any applicable notice, cure or grace period (each a “Default”). In addition, a Default under this Agreement by any Owner shall only be considered a Default against that specific property to which the Default applies and from which it arises, without any implication of Default against any other Owner or property.

**SECTION 5.02**      Cure Upon Default - Should any party be in Default of any obligation under this Agreement, the other party shall notify the defaulting party and any mortgagee, if applicable, in writing of said Default. Except as otherwise limited by law, the defaulting party shall have sixty (60) days to cure any Default provided however, if such Default cannot be cured timely but cure action is being diligently prosecuted, such 60 day period shall be extended to permit required cure action to be concluded, other than a payment Default, for which the defaulting party shall have ten (10) days to cure.

**SECTION 5.03**      Remedies for Default - (a) In the event of any uncured Default by the City, the Owner may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages.

(b) In the event of any uncured Default by an Owner, the City may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages. No Default hereunder by an Owner shall terminate this Agreement (except as described herein) and its obligation to pay the Special Assessment amounts due hereunder, which shall continue in effect for the duration as set forth in Section 2.01 hereof.

### **SECTION 5.04**      Default in the Payment of Special Assessment

Upon any Default by the Owner or Unit Purchaser in payment of any installment of the Special Assessment, the City, in addition to their other remedies, reserves the right to proceed against the Land, or Unit, as applicable, to which the Default applies owned by the defaulting Owner or defaulting Unit Purchaser, and any improvements related thereto, including the affected Unit, in the manner provided by applicable law and shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure law. As set forth in the RAB Law, specifically N.J.S.A. 40A:12A-66(c), an event of a default by the Owner in the payment of an installment of the Special Assessment shall not result in the acceleration of the subsequent installments of the Special Assessment and such subsequent installments shall be considered as not in default and the municipal lien for the subsequent installments of the Special Assessment not yet due shall continue.

## **ARTICLE VI. NOTICES**

**SECTION 6.01** Notice - Formal notices, demands and communications between and among the City and an Owner shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

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

**If to the City:**

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

**with copies to:**

John M. Cantalupo, Esq.  
Archer & Greiner, P.C.  
10 Highway 35  
Red Bank, New Jersey 07701

**If to the Entity:**

Toll Bros. Asbury Park Urban Renewal, LLC  
Attention: Kevin Golden, Assistant Vice President  
1150 Virginia Drive  
Fort Washington, PA 19034

with a copy to:

Christopher Gaffney, Regional President  
Email: CGAFFNEY@tollbrothers.com  
(at same physical address)

**And a copy to:**

Steven P. Gouin, Esq.  
Giordano, Halleran & Ciesla, P.C.  
125 Half Mile Road, Suite 300  
Red Bank, NJ 07701  
If to any other Owner:

The notice shall be directed to the Owner's address as set forth in the property tax records of the City.

## **ARTICLE VII. MISCELLANEOUS**

**SECTION 7.01**      Recording — Upon the execution and delivery of this Agreement, the entire Agreement and the Ordinance shall be filed and recorded with the Monmouth County Clerk by the City, at the Entity's expense, such that this Agreement and the Ordinance shall be reflected upon the land records of the County of Monmouth as a municipal lien upon and a covenant running with each and every parcel of Land and any improvements related thereto.

**SECTION 7.02**      Counterparts - This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 7.03**      Amendments - This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

**SECTION 7.04**      Severability of Invalid Provisions - If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof. In such event, the Parties shall confer in good faith and endeavor to reform this Agreement in a manner which is lawful and produces the same or substantially the same results as existed prior to the declaration of illegality or invalidity.

**SECTION 7.05**      Exhibits – The Exhibits attached to this Agreement are incorporated herein and made part of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES ON THE FOLLOWING PAGES]**

**TOLL BROS. ASBURY PARK URBAN RENEWAL, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW JERSEY,  
COUNTY OF [Insert]

SS:

I CERTIFY that on \_\_\_\_\_ 2022, \_\_\_\_\_  
personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as authorized officer of Toll Bros. Asbury Park Urban Renewal, LLC; and
- (c) executed the instrument as the act of Toll Bros. Asbury Park Urban Renewal, LLC as authorized by appropriately adopted resolution of said limited liability company.

\_\_\_\_\_  
Notary Public

CITY OF ASBURY PARK

\_\_\_\_\_  
By: John Moor, Mayor

[SEAL]  
ATTEST:

\_\_\_\_\_  
Lisa Esposito, City Clerk

STATE OF NEW JERSEY,  
COUNTY OF MONMOUTH            SS:

I CERTIFY that on November \_\_\_\_\_, 2022, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):  
    (a) was the maker of the attached instrument;  
    (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park; and  
    (c) executed the instrument as the act of the City of Asbury Park.

\_\_\_\_\_  
Notary Public

**EXHIBIT A****INFRASTRUCTURE IMPROVEMENTS**

The Special Assessment shall include the costs related to the following Infrastructure Improvements, which are allocable to the Land, including but not limited to the hard costs of construction, the costs of engineering, planning and design, the cost of construction management services and other soft costs and costs of issuance related thereto, as follows:

**EXHIBIT B****CALCULATION OF SPECIAL ASSESSMENT,  
PLEDGED AND UNPLEDGED PORTIONS**

**Special Assessments for each Unit shall be calculated as follows:**

Municipal Tax Rate – the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

Sales Price – If unsold shall mean as follows for each Unit type:

| Unit       | Designation     | Sales Price | Number of Units |
|------------|-----------------|-------------|-----------------|
| 4- Story   | Unit A Interior | \$ 869,995  | 12              |
|            | Unit A Exterior | \$ 924,995  | 6               |
|            | Unit B Interior | \$ 849,995  | 12              |
|            | Unit B Exterior | \$ 904,995  | 6               |
| 3 - Strory | Unit C Interior | \$ 844,995  | 9               |
|            | Unit C Exterior | \$ 894,995  | 4               |
|            | Unit D Interior | \$ 774,995  | 9               |
|            | Unit D Exterior | \$ 824,995  | 4               |

The foregoing are the estimated average base sales prices (exclusive of options and location premiums) set forth in the Entity's application for long term tax exemption. Upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), Sales Price shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value of the Unit at the time of such transfer as determined by the City's tax assessor.

Tax Ratio – the Chapter 123 ratio published by the New Jersey Division of Taxation for the relevant tax year for tax appeal purposes, representing the relationship of the assessed value of real property within the City to the market value of real property within the City.

Total Tax Rate – the sum of the Municipal Tax Rate and the tax rates established by the County of Monmouth and the Asbury Park Board of Education.

Calculation:

Special Assessment = Sales Price multiplied by Tax Ratio multiplied by Total Tax Rate divided by 100

Example:

If:

Sales Price = \$856,124

Total Tax Rate = \$1.557 Municipal Tax Rate = \$0.702 Tax Ratio = 100.00%

PILOT = \$6,326 (\$856,124 \* 100.00% \* 0.702% \* 1.052631579)

Then:

Special Assessment = \$856,124 \* 100.00% \* 1.557% = \$13,329.00

Time for Calculation: See Time for Calculation for each of the Pledged Portion of the Special Assessment and the Unpledged Portion of the Special Assessment, below.

**Pledged Portion of the Special Assessments shall be calculated as follows:**

Pledged Portion of the Special Assessment = Special Assessment less PILOT

Example:

If

Sales Price = \$856,124

Total Tax Rate = \$1.557 Municipal Tax Rate = \$0.702 Tax Ratio = 100.00%

PILOT = \$6,326 (\$856,124 \* 100.00% \* 0.702% \* 1.052631579)

Then:

Pledged Portion of the Special Assessment = \$13,329 - \$6,326.00 = \$7,003

Time for Calculation: The Pledged Portion of the Special Assessment shall be calculated at the time of initial issuance of the RABs and recalculated upon the initial transfer of the Unit to the initial Unit Purchaser and shall remain fixed thereafter.

**Unpledged Portion of the Special Assessments shall be calculated as follows:**

Unpledged Portion of the Special Assessment = Special Assessment less Pledged Special Assessment

Example:

If

Sales Price = \$856,124

Total Tax Rate = \$1.557 Municipal Tax Rate = \$0.702 Tax Ratio = 100.00%

$$\text{PILOT} = \$6,326 (\$856,124 * 100.00\% * 0.702\% * 1.052631579)$$

Then:

$$\text{Pledged Portion of the Special Assessment} = \$13,329 - \$7,003 = \$6,326$$

Time for Calculation: The Unpledged Portion of the Special Assessment shall be calculated on the same basis as the Annual Service Charge, in accordance with Section 4.1 of the Financial Agreement between the City and the Entity, specifically, upon Substantial Completion as defined in the Financial Agreement and recalculated in the year following the initial sale of a Unit by the Entity to a Unit Purchaser, and each year thereafter.

**EXHIBIT C**  
**ASSUMPTIONS**

| Unit      | Designation     | Sales Price | Number of Units |
|-----------|-----------------|-------------|-----------------|
| 4- Story  | Unit A Interior | \$ 869,995  | 12              |
|           | Unit A Exterior | \$ 924,995  | 6               |
|           | Unit B Interior | \$ 849,995  | 12              |
|           | Unit B Exterior | \$ 904,995  | 6               |
| 3 - Story | Unit C Interior | \$ 844,995  | 9               |
|           | Unit C Exterior | \$ 894,995  | 4               |
|           | Unit D Interior | \$ 774,995  | 9               |
|           | Unit D Exterior | \$ 824,995  | 4               |

BOND PAR AMOUNT: \$4,710,000

BOND MATURITY DATE: 1/1/2054

BOND REDEMPTION DATE: Bonds are subject to Special Mandatory Redemption at Anytime

BOND REDEMPTION PRICE: 100%

BOND INTEREST RATE: 8%\*

\*subject to final amounts approved by City in RAB bond authorization

Docs #5089884-v13

**EXHIBIT A****INFRASTRUCTURE IMPROVEMENTS**

The Special Assessment shall include the costs related to the following Infrastructure Improvements, which are allocable to the Land, including but not limited to the hard costs of construction, the costs of engineering, planning and design, the cost of construction management services and other soft costs and costs of issuance related thereto:

| <b>Infrastructure<br/>Allocation</b>        |  |
|---------------------------------------------|--|
| Engineering Design                          |  |
| City Construction Administration            |  |
| Mobilization, clearing, test pits           |  |
| RCP Pipe                                    |  |
| Box Culverts                                |  |
| Drainage Man Holes                          |  |
| Drainage Inlets                             |  |
| Sanitary Pipe and Fittings                  |  |
| Sanitary Man Holes                          |  |
| Paving                                      |  |
| Curbs, Walks and Pavers                     |  |
| Traffic Marking                             |  |
| Landscaping                                 |  |
| Street Lighting                             |  |
| Fill(Excess, if needed)                     |  |
| Streetscape                                 |  |
| Fire Connections                            |  |
| Electrical(not streetlights)                |  |
| Testing and Inspection (incl.in pipe costs) |  |
| Construction Management                     |  |
| <b>Total</b>                                |  |



**Asbury Park, New Jersey  
ORDINANCE NO. 2023-28**

**ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 17, ENTITLED  
“COMMUNICATION FACILITIES RIGHT-OF-WAY PERMITS,” OF “THE CODE OF  
THE CITY OF ASBURY PARK”**

**WHEREAS**, the City of Asbury Park (the “City”) previously adopted Ordinance No. 2022-3 (also referenced as the “Ordinance”), which established Chapter 17, entitled “Communication Facilities Right-of-Way Permits,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

**WHEREAS**, since the adoption of Ordinance No. 2022-3, the Mayor and Council have determined that it is in the best interests of the City to revise the language of Chapter 17 in order to clarify the City’s intent, in certain respects, relating to the authorization for installation of any communications facility or pole (as those terms are defined in the Ordinance) within the public right-of-way (“R.O.W.”); and

**WHEREAS**, it is the specific intent of the City to require collocation of communications facilities on existing poles, whenever possible, which determination shall be made by the City’s Radio Frequency Engineer, rather than to allow the installation of new poles within the public R.O.W.; and

**WHEREAS**, it is also the specific intent of the City to require that any applicant intending to install a new communications facility or pole within the public R.O.W. must first demonstrate the need for installation within the public R.O.W., which must be shown to the satisfaction of the City’s Radio Frequency Engineer, and must also demonstrate to the satisfaction of the City’s Radio Frequency Engineer, that this need cannot be met through the use of an existing pole; and

**WHEREAS**, it is also the specific intent of the City to require that any applicant seeking to enter into a R.O.W. Use Agreement with the City must first demonstrate to the satisfaction of the City’s Radio Frequency Engineer, prior to entering into such Agreement, that the applicant is prepared to construct the communications facility or pole at the designated location(s) covered by the R.O.W. Agreement within a period of time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City, or that the applicant has entered into an agreement with another wireless services provider that is prepared to construct the communications facility or pole at the designated location(s) covered by the R.O.W. Agreement within a period of time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City; and

**WHEREAS**, the Mayor and Council also wish to make various other revisions to Chapter 17, as set forth herein, which have been determined to be in the best interests of the City; and

**WHEREAS**, the Mayor and Council believe that the modifications set forth in the within Ordinance will further the health, safety and welfare of the City, its residents, and the public at large; and

**WHEREAS**, the Mayor and Council wish to revise Chapter 17 of the City Code, in certain limited respects, in accordance with the provisions set forth herein.

**NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED**, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey that Chapter 17, entitled “Communication Facilities Right-of-Way Permits,” of “The Code of the City of Asbury Park,” is hereby amended and supplemented as follows (additions are shown with underline; deletions are shown with ~~strikeout~~):

## **Chapter 17. Communication Facilities Right-of-Way Permits**

### **§ 17-1. DEFINITIONS.**

- a. As used in this chapter:

#### **ADMINISTRATIVE REVIEW**

Shall mean ministerial review of an Application by the City to determine whether the issuance of a Permit is in conformity with the applicable provisions of this chapter.

#### **ANTENNA**

Shall mean communications equipment that transmits and/or receives electromagnetic radio frequency signals used in the provision of Wireless Services. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

#### **APPLICABLE CODES**

Shall mean uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the Authority, including any amendments adopted by the Authority, or otherwise are applicable in the jurisdiction.

#### **APPLICANT**

Shall mean any Person or Entity who submits an Application under this Chapter, such as a Provider described herein.

#### **APPLICATION**

Shall mean a written request, ~~for a permit on a form provided by the City, of Asbury Park including all information, documentation, fees, etc., that is required pursuant to Sections 17-3 through 17-6 of this chapter.~~

#### **AUTHORITY**

Shall mean the City Council of the City of Asbury Park. The term “Authority” and “City” are interchangeable.

#### **CITY**

Shall mean the City of Asbury Park, in the County of Monmouth, New Jersey.

#### **COLLOCATE**

Shall mean to install or mount a Small Wireless Facility in the Public Right-Of-Way on an existing Support Structure, on an existing Pole or existing Smart Pole, or on a new pole; or new Smart Pole.

#### **COLLOCATION**

Shall have a corresponding meaning.

#### **COMMUNICATIONS FACILITY**

Shall mean, collectively, the equipment at a fixed location or locations within the Public ROW that enables Communications Services, including; (i) radio transceivers, Antennas, coaxial, fiber-optic or other cabling, power supply (including backup battery), and comparable equipment, regardless of technological configuration; and (ii) all other equipment associated with any of the foregoing. A Communications Facility does not include the Pole or Support Structure to which the equipment is attached.

#### **COMMUNICATIONS SERVICE**

~~Shall mean cable service, as defined in 47 U.S.C. § 522(6); information service, as defined in 47 U.S.C. § 153(24); or~~ Shall mean a telecommunications service, as defined in 47 U.S.C. § 153(53).

#### **CONSULTANT**

Shall mean the Person appointed by the City to serve as the consultant for the City for all matters concerning this chapter, and who may be contracted for professional services.

#### **FCC**

Shall mean the Federal Communications Commission of the United States.

#### **LAWS**

Shall mean, collectively, any and all Federal, State or Local law, statute, common law, code, rule, regulation, order, or ordinance.

#### **ORDINARY MAINTENANCE AND REPAIR**

Shall mean inspections, testing and/or repair that maintain functional capacity, aesthetic and structural integrity of a communications Facility and/or the associated Support

Structure, Pole or Smart Pole, that does not require blocking, damaging or disturbing any portion of the Public ROW.

**PERMIT, R.O.W. PERMIT OR SMALL CELL PERMIT**

Shall mean a written authorization to install, at a specified location(s) in the Public ROW, a Communications Facility or a Pole to support a Communications Facility.

**PERMITTEE**

Shall mean an Applicant that has received a Permit under this chapter.

**PERSON**

Shall mean an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a governmental entity.

**POLE**

Shall mean a legally constructed pole, such as a utility, lighting or similar pole made of wood, metal or other material as determined by the City, located or to be located within the Public Right-of-Way. A Pole does not include a Support Structure.

**PROVIDER**

Shall mean a Communications Service Provider or a Wireless Services Provider, and includes any Person that owns and/or operates within the Public ROW any Communications Facilities, Wireless Facilities, Poles built for the sole or primary purpose of supporting Communications Facilities.

**PUBLIC RIGHT OF WAY OR PUBLIC ROW**

Shall mean the area on, below, or above property that has been designated for use as or is used for a public roadway, highway, street, sidewalk, or similar purpose. The term does not include a federal interstate highway, state highway, county right-of-way or other areas that are not within the legal jurisdiction, ownership or control of the Authority.

**SMALL WIRELESS FACILITY**

~~As defined in the Code of Federal Regulations at 47 C.F.R. §1.6002(1), as supplemented and/or as amended. Small Wireless Facility s~~ Shall mean a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

**SMART POLE**

Shall mean a decorative utility pole that conceals at least 2 ~~three~~ or more Small Wireless Facility installation(s) and may include other features such as street lighting, 911 call service access, public access Wi-Fi and surveillance cameras. A Smart Pole must allow for at least ~~three~~ two (2) occupants and allow space for City use for other services and/or equipment. Smart Poles shall neither have external latches, external hinges, external cabling, or other attachments. The pole must be made of an inherently rust-resistant material (i.e. aluminum alloys or stainless steel).

#### **STATE**

Shall mean the State of New Jersey.

#### **SUPPORT STRUCTURE**

Shall mean a structure in the Public ROW other than a Pole which is capable of supporting a Wireless Facility.

#### **SURROUNDING STREETScape**

Shall mean the visual elements of a street, including the road, adjoining buildings, street furniture, trees and open spaces, etc., that combine to form the street's character.

#### **WIRELESS FACILITY**

Shall mean the equipment at a fixed location or locations in the Public ROW that enables Wireless Services. The term does not include: (i) the Support Structure, Tower or Pole on, under, or within which the equipment is located or Collocated; or (ii) coaxial, fiberoptic or other cabling that is between Communications Facilities or Poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna. A Small Wireless Facility is one type of a Wireless Facility. Throughout this chapter, the terms "Communications Facility", "Wireless Facility" and "Small Wireless Facility" may be used interchangeably and shall be taken to refer to the same thing unless the context clearly indicates otherwise.

#### **WIRELESS SERVICES**

Shall mean any wireless services using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided to the public.

- b. All definitions of words, terms and phrases that are set forth in the Communications Act of 1934, P.L. 73-416, as amended by various statutory enactments including, but not limited to, the Telecommunications Act of 1996 P.L. 104-104, are incorporated herein and made a part hereof.
- c. All definitions of words, terms and phrases that are set forth in the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq., are incorporated herein and made a part hereof.
- d. All of the definitions of words, terms and phrases that are set forth in the Code of Federal Regulations at 47 C.F.R. §1.6002, as amended, are incorporated herein and made a part hereof.

- e. In the event that a term, word or phrase is not defined in any of the aforementioned statutes and is not otherwise defined herein then that term, word or phrase shall have its common, ordinary meaning.
- f. Use of any term, word or phrase as defined above at any point within this chapter shall coincide with the definition specified in this Section, whether or not the first letter of the term, word or phrase is capitalized.

#### § 17-2. ACCESS TO PUBLIC RIGHT OF WAY.

Prior to installing in the Public R.O.W. any Communications Facility, or any Pole built for the sole or primary purpose of supporting a Communications Facility, a person shall submit an application demonstrating the need to install in the public R.O.W. and, if applicable, the need for the construction of a new pole rather than utilizing space on an existing pole. Such demonstration(s) must be shown to the satisfaction of the City's Radio Frequency Engineer. Additionally, the applicant must demonstrate, to the satisfaction of the City's Radio Frequency Engineer, that it is prepared to construct the communications facility or pole at the designated location(s) set forth in the application within a period of time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City, or that the applicant has entered into an agreement with another wireless services provider that is prepared to construct the communications facility or pole at the designated location set forth in the application within a period of time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City. Once an application has been deemed acceptable under this chapter by the City, its departments and its consultants, a person shall enter into a Right-of-Way Use Agreement (also referenced as "R.O.W. Use Agreement" or "Agreement") with the City of Asbury Park expressly authorizing use of the Public Right-of-Way for the Communications Facility or Pole proposed to be installed. The following provisions shall be applicable to all Right-of-Way Use Agreements:

- a. The term of the R.O.W. Use Agreement shall be a minimum of 15 years and shall not exceed 30 years.
- b. The R.O.W. Use Agreement authorizes the Provider's non-exclusive use of the Public R.O.W. for the sole purpose of installing, maintaining and operating Communications Facilities, including any pole built for the sole or primary purpose of supporting the Communications Facilities and to provide the services expressly authorized in the Agreement subject to applicable codes and applicable laws, this chapter and the terms and conditions of the agreement. The agreement authorizes use only of the public R.O.W. in which the City has an actual interest. It is not a warranty of title or interest in any Public R.O.W. and it does not confer on the provider any interest in any particular location within the Public R.O.W. No other right or authority is granted except as expressly set forth in the R.O.W. Use Agreement. Nothing herein shall authorize the use of the City's poles or support structures, in the Public R.O.W., without express approval from the City. All use of the City's poles or support structures in the Public R.O.W. shall require a separate agreement and the payment of separate fees for such use.

- c. The provider shall, at its sole cost and expense, keep and maintain its Communications Facilities, poles, and support structures in the Public R.O.W. in a safe condition, and in good order and repair.
- d. The provider shall provide insurance to, and indemnification of, the City as described in the R.O.W. Use Agreement, a copy of which is on file with the City Clerk's Office.
- e. The form of the R.O.W. Use Agreement shall be approved by resolution of the City Council and may, from time to time, be revised, supplemented or otherwise amended or replaced. All such revisions, supplements, amendments or replacements shall likewise be approved by resolution of the City Council. The City Clerk shall maintain on file the currently approved R.O.W. Use Agreement and shall provide a copy to all R.O.W. permit applicants pursuant to this chapter.

#### § 17-3. R.O.W. PERMIT.

- a. No Person may construct, install, modify, expand, alter or maintain or perform any other work in the Public R.O.W. related to Communications Facilities or poles built for the sole or primary purpose of supporting Communications Facilities without first receiving a permit to the extent required under this chapter, and any subsequent permits or authorizations required by applicable laws or the authority.
- b. The authority shall not issue a permit unless the applicant, or a provider on whose behalf the applicant is constructing Communications Facilities or poles, has first demonstrated, to the satisfaction of the City's Radio Frequency Engineer, the need for such construction based upon the requirements of this chapter, and has applied for and received the R.O.W. Use Agreement required by this chapter, ~~or otherwise has a current and valid franchise with the City expressly authorizing use of the Public R.O.W. for the Communications Facilities, poles or towers proposed in the application,~~ and all applicable fees have been paid.
- c. The provider shall not locate or maintain its Communications Facilities, Wireless Facilities, Support Structure or poles so as to unreasonably interfere with the use of the Public R.O.W. by the City, by the general public or by other persons authorized to use or be present in or upon the Public R.O.W.
- d. The authority shall not issue a permit unless the applicant has demonstrated to the satisfaction of the City's Radio Frequency Engineer:
  - 1. The need to install in the public R.O.W.;
  - 2. If applicable, the need for construction of a new pole rather than utilizing space on an existing pole; and
  - 3. Proof that the applicant is prepared to construct the communications facility or pole at the designated location(s) set forth in the application within a period of

time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City, or that the applicant has entered into an agreement with another wireless services provider that is prepared to construct the communications facility or pole at the designated location set forth in the application within a period of time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City.

- d. ~~No application for a Small Wireless Facility siting permit shall be approved if the application proposes the deployment of a Small Wireless Facility in an area other than those specific locations set forth within the City's Wireless Siting Plan.~~

#### § 17-4. PERMIT APPLICATIONS.

- a. Permit Required. Pursuant to § 17-3 of this chapter, unless expressly authorized in this chapter or in writing by the authority, no person may construct, install, modify, expand, alter or maintain in the Public R.O.W. any Communications Facilities, poles built for the sole or primary purpose of supporting Communications Facilities, including the installation or Collocation of Communications Facilities on existing poles, Support Structures or other structures within the Public R.O.W. without first receiving a permit. Notwithstanding the foregoing, in the event of an emergency, a provider or its duly authorized representative may work in the Public R.O.W. prior to obtaining a permit, provided that the provider shall attempt to contact the City Engineer prior to commencing the work and shall apply for a permit as soon as reasonably possible, but not later than 24 hours, after commencing the emergency work. For purposes of this subsection, an "Emergency" means a circumstance in which immediate repair to damaged or malfunctioning facilities is necessary to restore lost service or prevent immediate harm to persons or property.
- b. Permit Application Requirements. The application shall be made by the provider or its duly authorized representative and shall contain the following:
1. The applicant's name, address, telephone number, and email address, including emergency contact information for the applicant.
  2. The names, addresses, telephone numbers and email addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the application.
  3. A description of the proposed work and the purposes and intent of the proposed Communications Facility, pole, Support Structure or Wireless Facility (as applicable) sufficient to demonstrate to the satisfaction of the City's Radio Frequency Engineer, compliance with the provisions of this chapter-, including, but not limited to, the following:
    - (a) The need to install in the public R.O.W.;

- (b) If applicable, the need for construction of a new pole rather than utilizing space on an existing pole; and
  - (c) Proof that the applicant is prepared to construct the communications facility or pole at the designated location(s) set forth in the application within a period of time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City, or that the applicant has entered into an agreement with another wireless services provider that is prepared to construct the communications facility or pole at the designated location set forth in the application within a period of time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City.
- 4. If applicable, a copy of the authorization for use of the property from the pole or Support Structure owner on or in which the Communications Facility will be placed or attached.
- 5. Detailed construction drawings regarding the proposed Communications Facility, pole, Support Structure or Wireless Facility (as applicable). Construction drawings shall include, at minimum, a clear delineation of the right-of-way, distance of the proposed Communications Facility, pole or Support Structure from certain existing right-of-way features such as curb ramps for handicap accessibility pursuant to the Americans With Disabilities Act, sidewalk width and other details standard for these types of telecommunications installations in the public right-of-way.
- 6. Prior to installation of Communications Facility, including but not limited to Collocation on a pole or Support Structure, a structural report performed by a duly licensed engineer evidencing that the pole or Support Structure will structurally support the Communications Facility in accordance with applicable codes.
- 7. For any new aboveground facilities, accurate visual depictions or representations.
- 8. The following additional permits, approvals and authorization, as each is reasonably applicable to the proposed application:
  - (a) Street opening permit, per City procedure; and
  - (b) Construction permit, per City procedure. This requirement may be waived if the appropriate code official determines that it is unnecessary per the proposed construction and installation of facilities.
- c. The applicant shall certify that they shall market the availability of approved facilities to all major wireless carriers in the marketplace. The applicant shall further certify that they will encourage, manage and coordinate the location and placement of any interested carrier's equipment on the structure.

- d. The application and permitting processes set forth herein may be revised, supplemented or otherwise amended or replaced by resolution of the City Council.
- e. **Proprietary or Confidential Information in Application.** Applications are public records that may be made publicly available pursuant to the New Jersey Open Public Records Act. Notwithstanding the foregoing, applicant may designate portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each portion of such materials accordingly, and the City shall treat the information as propriety and confidential, subject to the New Jersey Open Public Records Act and the City's determination that the Applicant's request for confidential or proprietary treatment of application materials is reasonable. The City shall not be required to incur any costs to protect the application materials from disclosure, other than the City's routine procedures for complying with the New Jersey Open Public Records Act.
- f. **Ordinary Maintenance and Repair.** A permit shall not be required for ordinary maintenance and repair. The provider or other person performing the ordinary maintenance and repair shall obtain any other permits required by applicable laws and shall notify the City in writing at least 48 hours before performing the ordinary maintenance and repair. Notwithstanding the foregoing, the Authority reserves the right to inspect Applicant's Small Wireless Facilities at any time in order to determine if the existing configuration matches the configuration contained in the most recently issued permit, and the applicable Right-of-Way Use Agreement. Applicant shall bear costs for said inspections. If it is determined that an existing Small Wireless Facility is found to be larger than the dimensions specified in the most recently issued applicable permit, then applicant shall be in violation of this chapter. Applicant shall receive notice from the City and, upon receipt of such notice, be required to restore the site within 10 days to the configuration of the most recently approved permit or retroactively apply for administrative approval for the unapproved modifications.
- g. **Material Changes.** Unless otherwise agreed to in writing by the authority, any material changes to an application, as determined by the authority in its sole discretion, shall be considered a new application for purposes of the time limits set forth in Chapter, unless otherwise provided by application laws.
- h. **Application Fees.** Unless otherwise provided the applicable laws, all applications pursuant to this chapter shall be accompanied by the required Fees, without which the application shall be deemed incomplete.
- i. **Effect of Permit.** A permit from the authority authorizes an applicant to undertake only the activities in the Public R.O.W. specified in the application and permit, and in accordance with this chapter and any general conditions included in the permit. A permit does not authorize attachment to or use of existing poles, towers, Support Structures or other structures in the Public R.O.W.; a permittee or provider must obtain all necessary approvals from the owner of any pole, tower, Support Structure or other structure prior to

any attachment or use. A permit does not create a property right or grant authority to the applicant to interfere with other existing uses of the Public R.O.W.

- j. **Duration.** Any permit for construction issued under this chapter shall be valid for a period of 365 days after issuance, provided that the period may be extended for up to an additional 180 days upon written request for the applicant (made prior to the end of the initial 365-day period) if the failure to complete construction is as a result of circumstances beyond the reasonable control of the applicant.
- k. **Batch Permit.** An applicant may simultaneously submit no more than 25 applications for Communications Facilities, or may file a single, consolidated application covering such Communications Facilities, provided that the proposed Communications Facilities are to be deployed on the same type of structure using similar equipment and within an adjacent, related geographic area of the City. If the applicant files a consolidated application, the applicant shall pay the application fee calculated as though each Communications Facility were a separate application.

#### § 17-5. APPLICATION REVIEW.

- a. **Pre-Application Meeting.** Prior to making a formal application with the City for use of the Municipal Right-of-Way, all applicants are required to meet with the City Manager, City Engineer and/or Consultant to review the scope of the applicant's proposal.
- b. All applications made under this chapter shall be processed as consistent with the "shot clocks" set forth in the Federal Communications Commission Order titled "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by the Removal of Barrier to Infrastructure Investment." WT Docket No. 17-79; WC Docket No. 170-84.
- c. The City Manager and/or his/her designees, which may include the municipal attorney, Municipal Engineer and/or Consultant shall review all applications for the placement of new poles within the Municipal R.O.W. and the placement of pole mounted antennas and pole mounted cabinets within the Municipal R.O.W. and advise the authority whether the application is complete and whether it meets the requirements of this chapter.
- d. Except as otherwise provided by applicable Laws, the authority shall within 30 days of receiving an application, notify the applicant if the application is incomplete and identify the missing information. The applicant may resubmit the completed application within 10 days without additional charge, in which case the authority shall have 30 days from receipt of the resubmitted application to verify the application is complete, notify the applicant that the application remains incomplete or, in the City's sole discretion, deny the application.
- e. The authority shall review the application and, if the application conforms with applicable provisions of Chapter, the authority shall issue the permit, subject to the standard permit requirements published by the City.

- f. The authority shall make its final decision to approve or deny the application within 60 days for a collocation of a small wireless facility to an existing structure, and 90 days to deploy a small wireless facility on a new structure, after the application is complete (or deemed complete in the event the City does not notify the applicant that the application or resubmitted application is incomplete). Review of an application to deploy a facility other than a small wireless facility using a new structure shall be decided within 150 days.
- g. Waiver. The authority may waive any siting standard set forth in Chapter where the applicant demonstrates that strict enforcement of said standard:
  - 1. Will prohibit or have the effect of prohibiting any interstate or intrastate communications service pursuant to 47 U.S.C. 253(a); or
    - (a) Will prohibit or have the effect of prohibiting personal wireless service pursuant to 47 U.S.C. 332(c)(7)(B)(i)(11); or
    - (b) Will violate any requirement set forth by the Federal Communications Commission Order entitled "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by the Removal of Barrier to Infrastructure Investment." WT Docket No. 17-79; WC Docket No. 170-84.
- h. The authority shall advise the applicant in writing of its final decision.

#### § 17-6. LOCATION AND SITING.

- a. Height. No pole shall be taller than 42 feet in height including the antennas or 110% of the height of poles in the surrounding streetscape, whichever is higher.
- b. Distance from curb line. ~~No pole shall~~ The edge of the base of the pole shall not be further than 18 inches from the curb line.
- c. Location. Safety and Aesthetics. No pole shall be erected in the Public Right-of-Way unless it:
  - 1. Is replacing an existing pole with a Smart Pole, the design of which shall be subject to administrative review and approval by the City;
  - 2. Is approved by the authority and the authority's Radio Frequency Engineer, including the design thereof;
  - 3. Is located entirely within the Public Right-of-Way;

4. Is at least 500 linear feet from any other existing pole or proposed pole which is used to support a Small Wireless Facility;
  5. Is not located in an area with underground utilities, as determined by the City;
  6. Does not inhibit any existing sight triangles, as determined by the City;
  7. Allows adequate room for the public to pass and re-pass across the right-of-way, as determined by the City, and complies at a minimum with federal Americans With Disabilities Act ("ADA") standards;
  8. Is a Smart Pole, the design of which shall be subject to administrative review and approval by the City; ~~and~~
  - ~~9. Is placed within a twenty five foot radius of those specific locations set forth on the City's Wireless Siting Plan, which can be found on file with the Office of the City Clerk.~~
  9. Is shown to the satisfaction of the City's Radio Frequency Engineer to be needed in order to provide adequate coverage or capacity for wireless services for the public, and is shown to the satisfaction of the City's Radio Frequency Engineer that collocation on an existing pole is not reasonably feasible; and
  10. Is shown that the applicant is prepared to construct the communications facility or pole at the designated location(s) set forth in the application within a period of time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City, or that the applicant has entered into an agreement with another wireless services provider that is prepared to construct the communications facility or pole at the designated location set forth in the application within a period of time not to exceed six (6) months from the issuance of the requested R.O.W. permit, unless extended by the City.
- d. Any claim by applicant of technical incompatibility, inability to use existing structure, or inability to collocate must be scientifically demonstrated by the applicant, not disproved by City. Validity of said claims by applicant is reserved within the sole discretion of City.
  - e. No sign or artificial lighting shall be permitted on any pole, support structure, or Small Wireless Facility, including pole mounted antennas and cabinets and ground mounted cabinets, unless said sign or artificial lighting is required for safety or other reason by local, state or federal regulation, or by the FCC, Federal Aviation Administration (FAA) or other applicable authority with the capacity to promulgate regulations regarding same.
  - f. The authority requires that an applicant provide a certification from a licensed structural engineer attesting to the structural integrity of any pole mounted antenna or pole mounted cabinet.
  - g. Ground mounted equipment is prohibited.

- h. All wireless equipment associated with the pole, including the wireless equipment associated with the antenna and any preexisting associated equipment shall not be more than 28 cubic feet in volume.
- i. The provider shall upon completion of construction provide the City with as-built drawings and a map showing the location of the facility and equipment.
- j. Fewest Possible New Poles. Applicant shall use existing poles when possible for the placement of its Small Wireless Facilities and shall minimize the number of new proposed poles in the right-of-way to the fewest possible to meet the coverage and capacity requirements.
- k. Fewest Possible Small Wireless Facilities. Applicant shall minimize the number of new proposed Small Wireless Facilities in the Public Right-of-Way to the fewest possible to meet its coverage and capacity requirements and, in furtherance of same, shall collocate on existing poles and support structures whenever possible to minimize the number of required new poles.

#### § 17-7. RESTORATION REQUIREMENTS.

- a. The provider, or its agent or contractor, shall restore, repair and/or replace any portion of the Public R.O.W. that is damaged or disturbed by the provider's Communications Facilities, poles or work in or adjacent to the Public R.O.W.
- b. If the provider fails to timely restore, repair or replace the Public R.O.W. as required in this subsection, the authority or its contractor may do so and the provider shall pay the authority's costs and expenses in completing the restoration, repair or replacement.

#### § 17-8. REMOVAL, RELOCATION AND ABANDONMENT.

- a. Within 90 days following written notice from the Authority, the Provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any of its Communications Facilities, poles or support structures within the Public R.O.W., including relocation of above-ground Communications Facilities underground (consistent with the provisions of this chapter), whenever the City has determined, in its sole discretion, that such removal, relocation, change or alteration is necessary for the construction, repair, maintenance or installation of any City improvement, the operations of the City in, under or upon the Public R.O.W., or otherwise is in the public interest. The provider shall be responsible to the City for any damages or penalties it may incur as a result of the provider's failure to remove or relocate Communications Facilities poles or Support Structures as required in this subsection. If removal or relocation is requested by the City, the City will work in good faith to identify a suitable alternative site and such removal or relocation shall not require an additional permit.

- b. The City retains the right and privilege to cut or move any Communications Facility, Pole or, support structure located within the Public R.O.W. as the City may determine, in its sole discretion, to be necessary, appropriate or useful in response to any public emergency. If circumstances permit, the City shall notify the provider and give the provider an opportunity to move its own facilities prior to cutting or removing the Communications Facility, pole or support structure. In all cases, the City shall notify the Provider after cutting or removing the Communications Facility, pole or support structure as promptly as reasonably possible. Emergency response shall be coordinated between the City and provider to the extent practicable under the circumstances.
- c. A provider shall notify the City of abandonment of any Communications Facility, pole support, or structure at the time the decision to abandon is made, however, in no case shall such notification be made later than 30 days prior to abandonment. Following receipt of such notice, the provider shall remove its Communications Facility, pole or support structure at the provider's own expense, unless the City determines, in its sole discretion, that the Communications Facility, pole or support structure may be abandoned in place. The provider shall remain solely responsible and liable for all of its Communications Facilities, poles and support structures until they are removed from the Public R.O.W. unless the City agrees in writing to take ownership of the abandoned Communications Facilities, poles or support structures. The provider shall remain liable for annual ROW occupancy fee for balance of term.
- d. If the provider fails to timely protect, support, temporarily or permanently disconnect, remove, relocate, change or alter any of its Communications Facilities, poles or support structures or remove any of its abandoned Communications Facilities, poles or support structures as required in this subsection, the City or its contractor may do so and the Provider shall pay all costs and expenses related to such work, including any delay damages or other damages the City incurs arising from the delay.

#### § 17-9. FEES.

- a. Application Fees. All applications for approval and issuance of a R.O.W. permit pursuant to this chapter shall be accompanied by a fee as follows:
  - 1. For applications that do not include the installation of any new structures within a Public Right-of-Way, the application fee shall be \$500 for up to five Communications Facilities with an additional \$100 for each Communications Facility beyond five.
  - 2. For applications that include the installation of a new structure within a Public Right-of-Way, the application shall be \$1,000 for up to five Communications Facilities with an additional \$100 for each Communications Facility beyond five.
- b. ~~Other Annual Fees: No pole attachment fees will be assessed by the City unless and until an applicant applies for pole attachment to a City owned pole. As per FCC guidance, an annual fee of \$270 per small wireless facility or per pole, per applicant, shall apply and~~

be paid in full up front and on an annual basis on or before January 1 of each year the small wireless facility or pole is in service. A pro-rata amount may be paid the first year, if the small wireless facility or pole is put in service on any date after January 1.

§ 17-10. ESCROW FEE FOR THIRD-PARTY PROFESSIONALS AND CONSULTANTS.

- a. In addition to the application fee, all applications for approval and issuance of a R.O.W. permit shall be accompanied by an initial escrow fee as follows:
  1. For applications whose proposed Communications Facility deployment(s) will not require a street opening permit: \$5,000.
  2. For applications whose proposed Communications Facility deployment(s) will require a street opening permit: \$7,500.
- b. The escrow account deposits are required to pay for the costs of professional services, including engineering, planning, legal and other third-party professional consulting expenses connected with the review of submitted materials, including any traffic engineering review or other special analyses related to the City's review of the materials submitted by the applicant and the preparation of any reports or any necessary legal agreement regarding Public Rights-of-Way use. An applicant is required to reimburse the City for all fees, costs and expenses of third-party professionals and consultants incurred and paid by the City for the review process of a R.O.W. permit application, such as, but not limited to:
  1. Professional fees for reviews by third-party professionals or consultants of applications, plans and accompanying documents;
  2. Issuance of reports or analyses by third-party professionals or consultants to the City setting forth recommendations resulting from the review of any documents submitted by the applicant;
  3. Charges for any telephone conference(s) or meeting(s), including travel expenses, requested or initiated by the applicant, the applicant's attorney or any of the applicant's experts or representatives;
  4. Review of additional documents submitted by the applicant and issuance of reports or analyses relating thereto;
  5. Review or preparation of R.O.W. Use agreements, easements, deeds, right-of-way municipal consent ordinances or resolutions and any and all other like or similar documents; and
  6. Preparation for and attendance at all meetings by third-party professionals or consultants serving the City, such as the Municipal Attorney, City Engineer, City Planner, Consultant and/or other experts as required.

- c. The escrow account deposits shall be placed in a separate account by the City's Chief Financial Officer at the request of the City Clerk and an accounting shall be kept of each Applicant's deposit. Thereafter:
1. All third-party professional or consultant fees, costs, expenses and charges shall be paid from the escrow account and charged to the applicant;
    - (a) Third-party professional or consultant fees shall not be disbursed from escrow if they are for a service performed in the context of an identical paid service between applicant and same third-party who may otherwise be entitled to said fees.
  2. Upon either final denial of a R.O.W. permit application or upon issuance of a R.O.W. permit, any moneys not expended for third-party professional or consulting services shall be returned to the applicant within 90 days upon written request by the applicant and as authorized by the City Council;
  3. If at any time during the application process 75% of the money originally posted shall have been expended, the applicant shall be required to replenish the escrow deposit to 100% of the amount originally deposited by the applicant;
  4. No R.O.W. permit application shall be considered complete until such time as the required escrow fee has been posted to guarantee payment of third-party professional or consultant fees, costs, expenses and charges;
  5. All payments charged to the escrow deposit shall be pursuant to vouchers from the third-party professionals or consultants stating the hours spent, the hourly rate and the fees, costs, expenses and charges incurred;
  6. Third-party professionals and consultants submitting charges pursuant to this section shall be permitted to charge for such services at the same rates as they would charge their private clients for like or similar work provided that:
    - (a) Professional fees are billed at rates that do not exceed such professional fees as are customarily charged by other like professionals and consultants performing similar work within Monmouth County; and
    - (b) Out-of-pocket costs, expenses and charges are billed on a dollar-for-dollar basis with no mark-up being permitted;
  7. The City shall render a written final accounting to the applicant on the uses to which the escrow deposit was put. The written final accounting shall include copies of all vouchers that were submitted by third-party professionals and consultants and paid by the City.

#### § 17-11. PERMITTED USE.

Notwithstanding anything else in the Code of the City of Asbury Park, the installation of Communication Facilities and associated equipment in the Public Right-of-Way either on existing

or new poles are permitted and considered a permitted use if the demonstration of need to the satisfaction of the City's Radio Frequency Engineer is presented and also if a Right-of-Way Use Agreement is entered into and if a Right-of-Way Permit is obtained pursuant to this chapter.

#### § 17-12. GOVERNANCE OF DEPLOYMENTS OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.

This chapter is intended to govern the installation, placement, maintenance, modification, upgrade and repair of Communications Facilities, including Small Wireless Facilities, in the Public Right-of-Way. The placement of telecommunications equipment outside of the Public Right-of-Way shall be governed by the applicable codes and ordinances of the City, including the provisions of Special Conditions for Wireless Telecommunications Towers and Antennas.

#### § 17-13. PREEXISTING SITES AND MUNICIPAL AGREEMENTS.

- a. Any Communications Facilities in the Public Rights-of-Way existing at the time of the adoption of the provisions of this chapter, whether or not a Right-of-Way Use Agreement exists or is in force and effect with regard to same, shall be required to comply with the provisions of this chapter.
- b. Any Right-of-Way Use Agreements entered into between the City and any provider regarding Communications Facilities in the Public Rights-of-Way shall be required to conform to the provisions and standards of this chapter. To the extent the provisions of any existing such agreement conflict with this chapter, said provisions, at the discretion of the City, shall be replaced and superseded by the applicable terms of this chapter.

#### § 17-14. NEW JERSEY ONE CALL.

In addition to compliance with the applicable provisions of this chapter, prior to the start of any installation of poles, Support Structures, Small Wireless Facilities or other Communications Facilities that requires excavation, applicant shall contact New Jersey One Call at 811 at least three full business days prior to the commencement of work.

#### § 17-15. VIOLATIONS OF THIS CHAPTER.

Violation of any of the provisions of this chapter shall be a citation punishable with a civil penalty of \$500 for each violation which continues more than 10 days after written notice of such violation is provided to the person or applicant. Each day, after such notice, that a violation occurs or is permitted to exist by the person or applicant constitutes a separate offense.

**Section 2.** All parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

**Section 3.** The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged

invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

**Section 4.** An emergency is hereby declared so that the provisions of this Ordinance shall take effect immediately following its adoption, rather than twenty (20) days after its final passage, per N.J.S.A. 40:69A-181(b).

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-28 which was finally adopted by the City Council at a meeting held on the 12th day of July, 2023

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LISA ESPOSITO  
CITY CLERK



Minutes  
Meeting of the Municipal Council  
Wednesday, July 12, 2023  
REGULAR MEETING

---

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

2023-367 Resolution Authorizing a meeting which excludes the public

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

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

Call to Order/Roll Call

| Attendee Name         | Title               | Status  | Arrived |
|-----------------------|---------------------|---------|---------|
| Angela Ahbez-Anderson | Councilmember       | Present |         |
| Eileen Chapman        | Councilmember       | Present |         |
| Yvonne Clayton        | Councilmember       | Present |         |
| Amy Quinn             | Deputy Mayor        | Present |         |
| John Moor             | Mayor               | Present |         |
| Donna Vieiro          | City Manager        | Absent  |         |
| Frederick Raffetto    | City Attorney       | Present |         |
| Lisa Esposito         | City Clerk          | Present |         |
| Anthony Cucci         | Deputy City Clerk   | Absent  |         |
| Kevin Keddy           | Acting City Manager | Present |         |

City Clerk Lisa Esposito called the meeting to order at 6:40 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

**ITEMS TO BE PRESENTED:**

1. Urban Enterprise Zone 2023 Budget Proposal

UEZ Director, JulieAnn Murray presented the Urban Enterprise Zone 2023 Budget Proposal.

Matters from City Council

Council member Ahbez-Anderson stated, first of all good evening, Playing on Pines Fridays through August, there is a flyer that is on the website. Bring the kids and join the City Of Asbury Park on Friday nights through August to play on Pine Street. Pine Street between 2nd and 3rd Avenue will be open for jump rope, chalk drawing, bikes, scooters, and a whole lot of fun. It is closed to traffic and it is from 5:00 PM to 7:00 PM, so bring your bikes, scooters and helmets and get ready to have some fun. Children must be supervised by an adult, weather permitting.

Council member Chapman stated, any Asbury Park residents that are looking for employment, K. Hovnanian Construction job fair for the Baltic and the Aegean condominium projects will take place on Monday, July 17th from 6:30 PM to 8:30 PM at the Boys and Girls Club on Monroe Avenue and on Thursday, July 20th, 6:30 PM to 8:30 PM in the city council chambers right here. Jobs are available in landscaping, paving, plumbing, electric, framing, mason, drywall, roofing and siding, windows, cleaning, painting, and more. Paid internships, apprenticeships, and scholarships are available. That is for Asbury Park Residents.

Council member Clayton stated, the Mayor's Wellness Committee is having a family fun day and it is going to be this Saturday, July 15th. It is at the beach, the far end of Asbury Park, bring your children bring your beach blankets and there is going to be all kinds of activities for the family. Please come out on Saturday on 8th Avenue and join us.

Deputy Mayor Quinn stated, I'm just piggybacking on that. It's also sponsored by Surfrider who many of their surf instructors come out and give free surfing lessons for the kids of Asbury Park, and also give them credit as well as the city for the event.

Mayor Moor had no matters at this time.

Matters from City Manager

Acting City Manager, Kevin Keddy had no matters at this time.

Matters from City Attorney

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

**PUBLIC PARTICIPATION**

A motion was made by Council member Ahbez-Anderson and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Shonna Famularo made a comment about zoning ordinances; Rita Marano made a comment about the Environmental Shade Tree Commission; Sylvia Sylvia made a comment about UEZ Director's assistance and Asbury Park's beaches; Bryan Connings made a comment about

handicapped parking in town; Adam Weisberg made a comment about recreational marijuana dispensaries.

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

## **MINUTES**

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

1. Municipal Council- Executive Meeting June 28, 2023 4:00 PM
2. Municipal Council - Regular Meeting - Jun 28, 2023 6:00 PM

## **CONSENT AGENDA RESOLUTIONS**

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

2023-368 Resolution Authorizing Appointments to the “Asbury Park TV Cable Advisory Committee”

2023-369 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Pettibone Paradise, LLC in the City of Asbury Park, County of Monmouth, New Jersey

## **INDIVIDUAL RESOLUTIONS**

2023-370 Resolution Approving Payment of Bills

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

2023-348 Resolution Authorizing a Professional Services Contract to The Rodger's Group (Lexipol) for Police Training

|                  |                                                       |
|------------------|-------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [3 TO 2]</b>                               |
| <b>MOVER:</b>    | Angela Ahbez-Anderson, Councilmember                  |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                         |
| <b>AYES:</b>     | Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton |
| <b>NAYS:</b>     | Amy Quinn, John Moor                                  |

2023-352 Resolution to Amend Resolution #2023-310 Awarding Contract for Professional Service of Analysis of Impediments to Fair Housing Choice

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

2023-371 Resolution Authorizing A Contract With Jersey Professional Management For Executive Recruitment Services

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

2023-372 Resolution of The Mayor and City Council of The City of Asbury Park Referring A Proposed Revised Electric Vehicle Ordinance to The City of Asbury Park Planning Board, And Directing the Planning Board to Take Certain Actions Pursuant to The New Jersey Municipal Land Use Law.

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

2023-373 Resolution In Opposition To The Proposed Keasbey Energy Center And Seeking Competitive Power Ventures To Pursue A Renewable Power Generation Facility

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

2023-374 Resolution of the Mayor and City Council of The City of Asbury Park to Enter into a Third Amendment of the Subsequent Developer Agreement with AP Block 4001 Venture Urban Renewal, LLC to Extend the Outside Approvals Date in connection with the Development of Property Located at Block 4001, Lots 2-15 (Currently Block 4001, Lots 2.01, 2.02 and 2.03)

|                  |                                           |
|------------------|-------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [3 TO 2]</b>                   |
| <b>MOVER:</b>    | Angela Ahbez-Anderson, Councilmember      |
| <b>SECONDER:</b> | Amy Quinn, Deputy Mayor                   |
| <b>AYES:</b>     | Eileen Chapman, Yvonne Clayton, John Moor |
| <b>NAYS:</b>     | Angela Ahbez-Anderson, Amy Quinn          |

## **ORDINANCES**

### **Second Reading/Public Hearing**

2023-25 BOND ORDINANCE AMENDING AND SUPPLEMENTING BOND ORDINANCE NUMBER 2022-08 (WHICH PROVIDES FOR TRANSPORTATION UTILITY

IMPROVEMENTS) HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON JUNE 8, 2022, TO INCREASE THE APPROPRIATION BY \$600,000 AND TO INCREASE THE AUTHORIZATION OF BONDS OR NOTES BY \$600,000

A motion to open 2023-25 to the public was made by Council Member Ahbez-Anderson and seconded by Council member Chapman. All were favor. No members of the public spoke.  
A motion to close 2023-25 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman . All were in favor.

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

2023-26 Ordinance of The City of Asbury Park Authorizing The Execution of A Financial Agreement With Toll Asbury Park Urban Renewal, LLC And Granting A Tax Exemption for property known as Block 3101, Lot 1 (407 Lake Avenue)

A motion to open 2023-26 to the public was made by Council Member Ahbez-Anderson and seconded by Deputy Mayor Quinn. All were favor. No members of the public spoke.  
A motion to close 2023-26 to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All were in favor.

|                  |                                           |
|------------------|-------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [3 TO 2]</b>                   |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor                   |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember             |
| <b>AYES:</b>     | Eileen Chapman, Yvonne Clayton, John Moor |
| <b>NAYS:</b>     | Angela Ahbez-Anderson, Amy Quinn          |

2023-27 Ordinance of The City Of Asbury Park, In The County Of Monmouth, State of New Jersey, Providing For The Special Assessment of The Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility And Other Infrastructure Improvements On Block 3103, Lot 1 Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof

A motion to open 2023-27 to the public was made by Council Member Ahbez-Anderson and seconded by Council member Chapman. All were favor. No members of the public spoke.  
A motion to close 2023-27 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman . All were in favor.

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [4 TO 1]</b>                                          |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember                                    |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                                    |
| <b>AYES:</b>     | Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor |
| <b>NAYS:</b>     | Amy Quinn                                                        |

2023-28 Ordinance Amending And Supplementing Chapter 17, Entitled "Communication Facilities Right-Of-Way Permits," Of "The Code Of The City Of Asbury Park"

A motion to open 2023-28 to the public was made by Council Deputy Mayor Quinn and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2023-28 to the public was made by Council member Chapman and seconded by Council Mayor Moor. All were in favor.

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

### **ADJOURNMENT**

The meeting was adjourned at 7:30 PM

A motion to close the meeting was made by Council member Chapman and seconded Council member Clayton. Meeting adjourned at 7:30 PM.

Respectfully submitted by:

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Lisa Esposito, City Clerk