



Agenda
Meeting of the Municipal Council
Wednesday, July 26, 2023
REGULAR MEETING 6:00 PM

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

2023-375 Resolution Authorizing a meeting which excludes the public

A. Public Safety

1. Police Monthly Report June 2023

B. Contract Negotiations

1. Subsequent Developer Agreement With PHM Sunset Square, LLC Block 4205, Lots 2 And 3

C. Litigation

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

D. Personnel

1. Professional Recruitment Services -City Manager

E. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 3, 2023, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications:

Items to be Presented:

1. Presentation by Memorial Avenue Holdings Urban Renewal Company LLC for proposed redevelopment of 2-12 Memorial Drive, 900-906 Springwood Drive (Block 705, Lots 1-4)

Matters from City Council

Matters from City Manager

Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting July 12, 2023 4:00 PM
- Municipal Council - Regular Meeting - Jul 12, 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.

2023-376 Resolution Approving Special Event Applications

2023-377 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) - Stormwater Assistance Grant

2023-378 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) - Justice Assistance Grant

2023-379 Resolution Authorizing Appointments to the “Asbury Park TV Cable Advisory Committee”

2023-380 Resolution Authorizing an Appointment to the Mayor's Wellness Committee

2023-381 Resolution Authorizing Appointments to the Planning Board

D. Individual Resolutions

2023-382 Resolution Approving Payment of Bills

- 2023-383 Resolution Authorizing Payment to Burke Contracting, LLC for Service and Repairs to a Collapsed Sewer Line
- 2023-384 Resolution Awarding Bid for Fire Apparatus Maintenance and Repairs
- 2023-385 Resolution Approving Change Order 5 for Memorial Drive Improvements Project
- 2023-387 Resolution Authorizing and Approving the Submittal of a Grant Application and Execute a Grant Contract with the New Jersey Department of Transportation for Third and Fourth Avenue Roadway Improvements Project
- 2023-388 Resolution of The City Of Asbury Park Releasing The Performance Bond For 1101 Ocean Avenue (Block 4001, Lot 1)
- 2023-389 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration
- 2023-390 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration
- 2023-391 Amendment of a Contract with Seagrave Fire Apparatus , LLC for the Purchase of a New Fire Truck for the Fire Department
- 2023-392 Resolution of Support Authorizing a New Jersey Department of Transportation Safe Streets to Transit Grant Application and Execute a Grant Contract
- 2023-393 Resolution Authorizing The Use Of Funds Designated For The City Of Asbury Park From The Fiscal Year 2023 Asbury Park Urban Enterprise Zone Fund For The Asbury Park 2023 – UEZ Police Patrols
- 2023-394 Resolution Authorizing The Use Of Funds Designated For The City Of Asbury Park From The Fiscal Year 2023 Asbury Park Urban Enterprise Zone Fund For The Asbury Park UEZ Business Development Director – FY '23
- 2023-395 Resolution of The Mayor and City Council of Asbury Park Authorizing The City of Asbury Park To Enter Into A Subsequent Developer Agreement With Asbury Partners, LLC and PHM Sunset Square, LLC Regarding Residential Development On Block 4205, Lots 2 And 3 And Referring The Matter To The Planning Board For Appropriate Approvals
- 2023-396 Resolution In Opposition To The Enactment Of Proposed Bill H.R. 3557, Known As The “American Broadband Deployment Act Of 2023.”
- 2023-397 Resolution Authorizing The Imposition Of A Municipal Lien On The Property Located At 1117 Sunset Avenue (Block 2301, Lot 11) Regarding Demolition And Related Costs

E. Adjournment

**RESOLUTION NO. 2023-375****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 26, 2023 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Public Safety:

1. Police Monthly Report June 2023

B. Contract Negotiations:

1. Subsequent Developer Agreement With PHM Sunset Square, LLC Block 4205, Lots 2 And 3

C. Litigation

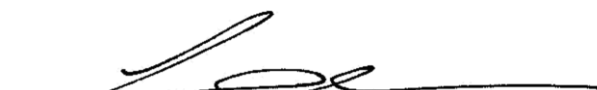
1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board

D. Personnel

1. Professional Recruitment Services -City Manager

E. 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 7/27/2023

LISA ESPOSITO
CITY CLERK

Summary for 900-904 SPRINGWOOD AVE BLOCK 705, LOTS 1,2,3 & 4 to be presented at workshop of Municipal Council.

- Is located at the Southeast corner of Springwood Avenue and Memorial Drive where there currently is a one story blue industrial building
- Received Planning Board Approval on July 11, 2022
- Is in the Springwood Avenue Redevelopment Plan Area
- There are 92 units with 19 affordable
- 110 parking spaces provided and complies with the plan
- Four story building
- Ground floor commercial
- Has 20% affordable units as required in the Springwood Avenue Redevelopment Plan and will be COAH compliant and deed restricted.
- Is asking for a 30 Year PILOT
- Is seeking no other subsidies (federal or state) to fund the affordable units
- Presentation is not to address PILOT request, but to familiarize people with the project.

PROPOSED 4 STORY MULTIFAMILY BUILDING WITH STREET
LEVEL RETAIL, COMMERCIAL SPACE, 92 RESIDENTIAL UNITS
& 110 PARKING SPACES:

900-904 SPRINGWOOD AVE

BLOCK 705, LOTS 1,2,3 & 4. CITY OF ASBURY
PARK, MONMOUTH CO. , NJ



MVMK

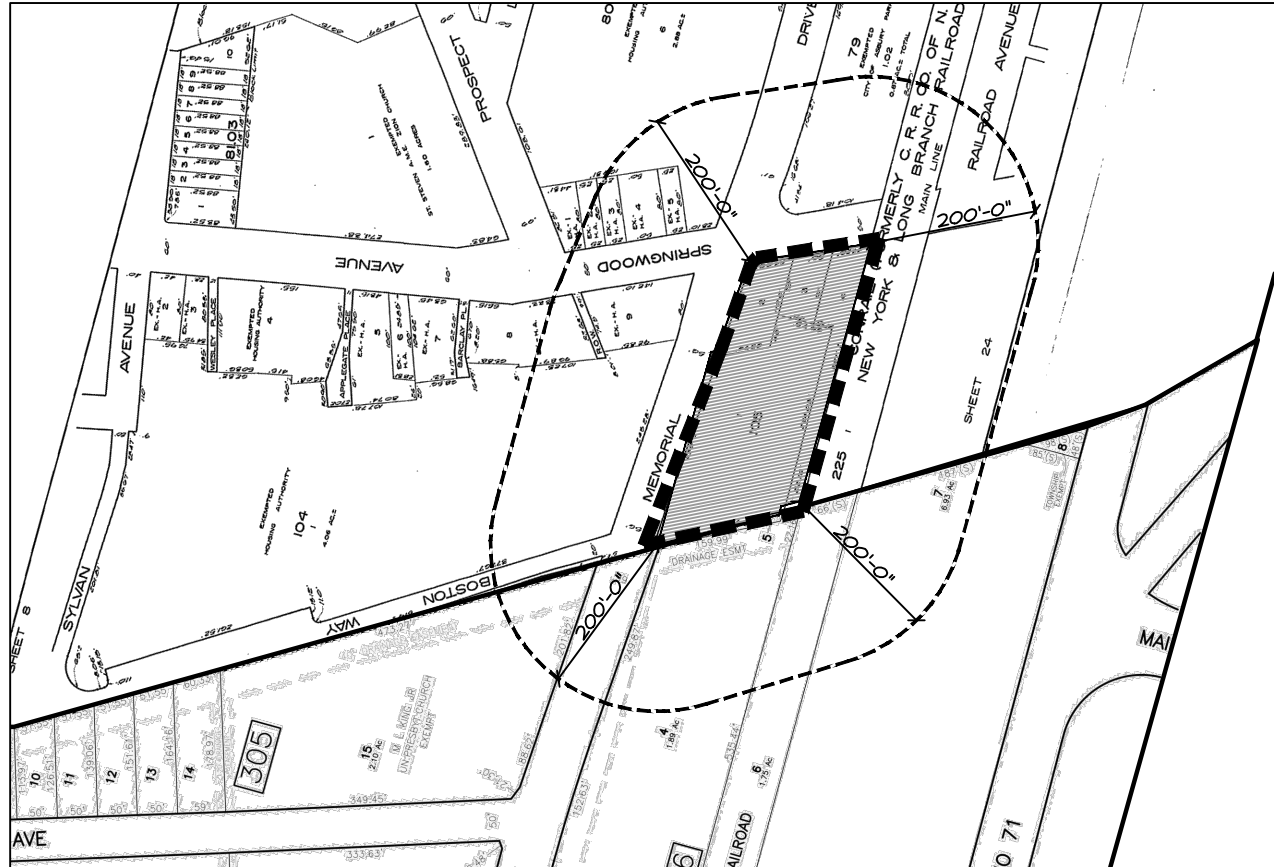
DATE: 11/22/2021

PLANNING BOARD SUBMISSION

PROPOSED 4 STORY MULTIFAMILY BUILDING WITH STREET LEVEL RETAIL,
COMMERCIAL SPACE, 92 RESIDENTIAL UNITS & 110 PARKING SPACES:
900-904 SPRINGWOOD AVE
BLOCK 705, LOTS 1,2,3 & 4. CITY OF ASBURY PARK, MONMOUTH CO. , NJ



1 LOCATION MAP
N.T.S.

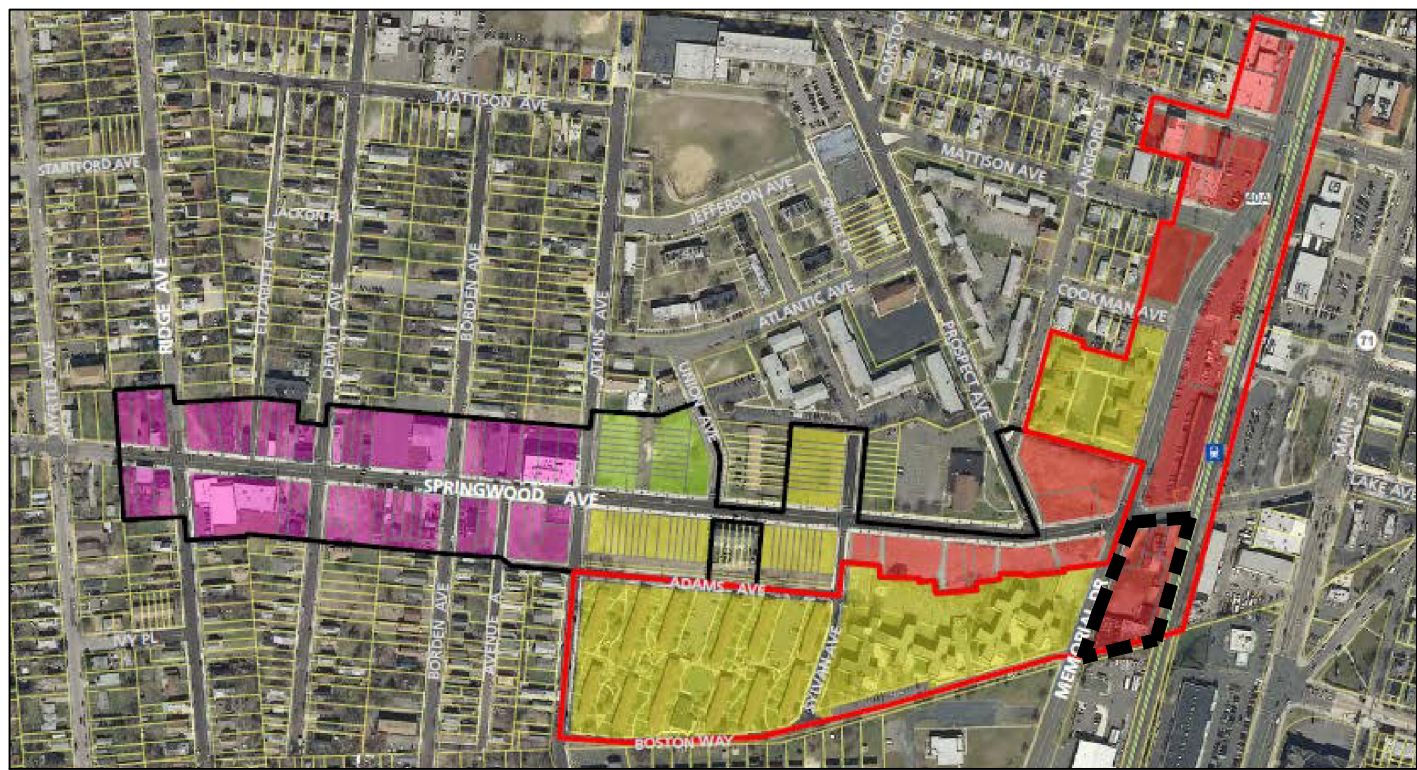


3 TAX MAP & 200' PROPERTIES
N.T.S.



2 ZONING MAP
SCALE: NTS

ZONING DISTRICTS AND REDEVELOPMENT AREAS	
	WARA WATERFRONT RENOVATION INFILL AREA
	DEAL LAKE DRIVE INCLUSIONARY HOUSING DISTRICT
	SCATTERED SITE REDEVELOPMENT PROGRAM PHASE 1A
	SCATTERED SITE REDEVELOPMENT PROGRAM PHASE 1B
	1001 FIRST AVE REDEVELOPMENT AREA
	B BUSINESS DISTRICT
	CBD CENTRAL BUSINESS DISTRICT REDEVELOPMENT AREA
	MSRA MAIN STREET REDEVELOPMENT AREA
	LI LIGHT INDUSTRIAL
	P1 PARKS
	P4 SCHOOLS
	PO PROFESSIONAL OFFICE
	R1A SINGLE FAMILY ATTACHED RESIDENTIAL
	R2 TWO TO FOUR FAMILY RESIDENTIAL
	R3 MEDIUM DENSITY RESIDENTIAL
	SPA SPRINGWOOD AVENUE REDEVELOPMENT AREA
	STAR STARS REDEVELOPMENT AREA
	WARA WASHINGTON AVENUE REDEVELOPMENT AREA
	WBA WATERFRONT BOARDWALK AREA
	WPRA WATERFRONT PRIME RENEWAL AREA



4 SPRINGWOOD AVE REDEVELOPMENT AREA ZONES
N.T.S.



5 FLOOD HAZARD ZONE
N.T.S.

PROJECT SUMMARY:

4,075 SF STREET LEVEL RETAIL		
7,748 SF 1ST/2ND FLOOR COMMERCIAL SPACE		
UNIT COUNT AND PARKING SUMMARY		
3 BED AFFORDABLE	X 1 X1	= 1 SPACES
3 BED	X 3 X1.5	= 5 SPACES
2 BED	X 26 X1.5	= 34 SPACES
2 BED + DEN	X 6 X1.5	= 4 SPACES
2 BED AFFORDABLE	X 4 X1	= 4 SPACES
1 BED + DEN	X 11 X1	= 11 SPACES
1 BED	X 10 X1	= 10 SPACES
1 BED AFFORDABLE	X 5 X1	= 5 SPACES
STUDIO	X 17 X1	= 17 SPACES
STUDIO AFFORDABLE	X 4 X1	= 4 SPACES
TOTAL	= 92 UNITS	= 110 SPACES

20% AFFORDABLE UNITS = 19 UNITS
20% MINIMUM TO BE 3 BED UNITS = 4 (1 PROVIDED)
30% MINIMUM TO BE 2 BED UNITS = 6 (4 PROVIDED)
20% MAX TO BE 1 BEDS OR STUDIOS = 4 (4 PROVIDED)
AFFORDABLE PARKING COUNT = 1:1 = 19 SPACES

2,970 SF INDOOR COMMON AMENITY SPACE
3,540 SF 2ND FLOOR COMMON TERRACE
3,445 SF ROOF TOP COMMON TERRACE

PROJECT DATA

BUILDING HEIGHT: 4 STORIES	UNIT BREAKDOWN
UNIT COUNT: 92 RESIDENTIAL UNITS	21 X STUDIO
BUILDING COVERAGE:	26 X 1 BED
	41 X 2 BED
	4 X 3 BED
SITE AREA - 49,859 SF	
1ST FLOOR - 38,518 (77%)	
2ND-4TH FLOOR - 31,478 SQ FT EACH (63%)	
ROOF AREA - 31,453 SQ FT	
GREEN ROOF AREA = 4,780 SF / 15%	
AMENITIES = 3,765 SF	
COMMON TERRACE = 3,445 SF	
ELEVATOR & STAIR BULKHEADS = 585 SF	
PARAPETS / COPPING = 1,130 SF	
ROOF MOUNTED EQUIPMENT & WALKWAYS = 17,748 SF	
VEHICLE PARKING = 110 SPACES PROVIDED	
BICYCLE PARKING = 202 SPACES PROVIDED	

SPA - SPRINGWOOD AVE GATEWAY ZONE				
REQUIREMENT	REQUIRED	EXISTING	PROPOSED	DEVIATION REQUIRED
1. MIN. LOT AREA	5,000 SF	44,851 SF	44,851 SF	NO
2. MAX. RESIDENTIAL DENSITY	NONE SPECIFIED, HOWEVER, RESIDENTIAL UNITS ABOVE COMMERCIAL USES SHALL COMPLY WITH SECTION 30-13.4 OF THE CITY LAND DEVELOPMENT REGULATIONS.	0 RESIDENTIAL UNITS	92 RESIDENTIAL UNITS TOTAL 3 X 1BED UNITS ABOVE COMMERCIAL 5 X 2 BED UNITS ABOVE COMMERCIAL GROSS FLOOR AREA > 600 SF & 750 SF	NO
3. MAX. FAR	N/A	N/A	N/A	
4. MIN. LOT WIDTH	N/A	N/A	N/A	
5. MIN. LOT FRONTAGE	50'	509'	509'	NO
6. MIN. LOT DEPTH	N/A	N/A	N/A	
7. MIN. FRONT YARD SETBACK	0'-0", HOWEVER, RECESSED UP TO 15' TO ACCOMMODATE OUTDOOR SEATING/DINING AREAS ARE PERMITTED.	0.5 FT	11'-11" BUILDING SETBACK AT 1ST FLOOR MAIN ENTRY	NO
8. MIN. SIDE YARD SETBACK	0'-0", HOWEVER, WHERE SIDE YARD IS PROVIDED SHALL BE MIN. 6'-0"	2.3 FT	SIDE YARD VARIES FROM 8'-5" TO 35'-11"	NO
9. MIN. REAR YARD SETBACK	20'-0"	19.4 FT (EXISTING NON-CONFORMITY)	10'-0"	YES
10. MAX. PERCENT BUILDING COVER	N/A	1ST FLOOR - 13,694 SF (27.5%)	1ST FLOOR - 38,548 SQ FT (77%) 2ND-4TH FL - 31,478 SQ FT EACH (63%) ROOF - 4,350 SQ FT (13.8%)	NO
11. MAX. NUMBER OF STORIES	4 STORIES	1 STORY	4 STORIES	NO
12. MAX. BUILDING HEIGHT	45'-0"	25'-0"	45'-0"	NO
13. MIN. IMPROVABLE LOT AREA	N/A	N/A	N/A	
14. OFF-STREET PARKING REQ. WITH A SHARED PARKING ALLOWANCE	1BED: 1 SPACE/UNIT (38 UNITS)=38 SPACES 1BED: 1.5 SPACES/UNIT (35 UNITS)=53 SPACES AFFORDABLE PARKING: 1/UNIT= 19 SPACES NON RESIDENTIAL: 1 SPACE/500 SF 11875/500=24 SHARED SPACES TOTAL REQUIRED: 110 SPACES	0 PARKING SPACES	64 STANDARD 34 STAKED 5 ADA 2 COMPACT TOTAL:110 SPACES PROVIDED	NO
15. BICYCLE PARKING REQUIREMENTS	2 SPACES/UNIT 92 UNITS=184 SPACES 1 SPACE/1,000SF NON-RESIDENTIAL=12 SPACES TOTAL REQUIRED: 186 SPACES	0 BICYCLE PARKING	190 SPACES + 11873/ 1,000=12 NON-RES STREET SPACES = 202 SPACES PROV	NO
16. LOADING SPACES	BUILDING AREA: 20,000 TO 80,000 SF 2 LOADING SPACES REQ. EACH LOADING 10' N X 25' L X 14' H	0 EXISTING LOADING SPACES	BUILDING AREA: 38,518 SF 2 LOADING SPACES REQ. 1 LOADING SPACE PROVIDED 14' N X 26'-2" L X 13'-10" H	YES
17. MIN. LOT COVERAGE	N/A	54.6% (27,206 SF)	93.6% (46,678 SF)	NO
18. PERMITTED USE	MIXED-USE NON-RESIDENTIAL/RESIDENTIAL BUILDINGS OF VARYING HEIGHTS	1 STORY INDUSTRIAL USE	4 STORY BUILDING WITH STREET LEVEL RETAIL, COMMERCIAL SPACE, 92 RESIDENTIAL UNITS & 110 PARKING SPACES	NO
19. PERMITTED ACCESSORY USE	A. OFF-STREET PARKING AND LOADING FACILITIES B. SIDEWALK CAFES AND DISPLAY OF MERCHANT WARES C. MINOR HOME OCCUPATIONS PURSUANT TO THE CONDITIONS AND REQ. IN SECTION 30-13.10.	OFF-STREET PARKING	110 GARAGE PARKING SPACES PROVIDED. RETAIL SPACE AT GROUND FLOOR AND COMMERCIAL SPACE AT SECOND FLOOR.	NO
20. BUILDING DESIGN GUIDELINES	AT THE INTERSECTION OF SPRINGWOOD AVE AND MEMORIAL DRIVE, BUILDINGS SHALL INCORPORATE SIGNIFICANT ARCHITECTURAL EMBELLISHMENTS SUCH AS CLOCK TOWERS OR OTHER PROMINENT VERTICAL DESIGN ELEMENTS TO CREATE VISUAL INTEREST AND PROVIDE A SENSE THAT SOMEONE TRAVELING ONTO SPRINGWOOD AVE FROM THE EAST IS ENTERING AN IMPORTANT AND SIGNIFICANT CORRIDOR WITHIN THE CITY. BUILDINGS LOCATED AT THIS INTERSECTION WILL BE ALLOWED AT A FOUR STORY HEIGHT TO HELP EMPHASIZE THIS FEELING. DEVELOPMENT SITES AT THE INTERSECTION OF SPRINGWOOD AVENUE AND MEMORIAL DRIVE SHALL ALSO INCLUDE SMALL PUBLIC PLAZAS AT THAT INTERSECTION OF APPROXIMATELY 15 FEET IN DEPTH FROM EACH STREETLINE. THESE PLAZAS SHALL INCLUDE PROVISIONS FOR PUBLIC SEATING AND DISPLAY OF PUBLIC ART.	N/A	BUILDING DESIGN COMPLIES WITH REDEVELOPMENT PLAN.	NO

PROJECT DESCRIPTION	
DESIGN PROPOSAL CONSIDERS DISTRICT REDEVELOPMENT PLAN AS PER "SPRINGWOOD AVE REDEVELOPMENT PLAN" BLOCK 105 IS INCLUDED IN THE SPRINGWOOD AVENUE GATEWAY ZONE	
PROJECTED SANITARY SEWAGE FLOW	
PROPOSED USE IS FOR 92 RESIDENTIAL UNITS	
NHSA CALCULATION AS PER NJAC 7-14A-23.3	
1 BEDROOM UNIT = 150 GPD	57 UNITS 8,550
2 BEDROOM UNIT = 225 GPD	35 UNITS 7,875
3 BEDROOM UNIT = 300 GPD	4 UNITS 1,200
TOTAL PROJECTED FLOW = 17,625 GPD	
PROJECTED RECYCLING PLAN: 282 OCCUPANTS	
GLASS	1.75 LBS X 282 = 493.5 LBS
ALUMINUM	.1 LBS X 282 = 28.2 LBS
TIN	1.5 LBS X 282 = 423 LBS
CARD BD. & PAPER	2.5 LBS X 282 = 705 LBS
PLANNING BOARD APPROVAL	
PRELIMINARY APPROVAL IS HEREBY GRANTED TO THE SITE PLAN BY THE PLANNING BOARD OF THE CITY OF ASBURY PARK, MONMOUTH CO., NJ THIS DAY OF , 2021	

MVMK
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SEAL
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NY License # 03 0297 63
Anthony C. Vandermark, Jr. AIA
NJ License # 17698
NY License # 32710-1
Adrian Melia, AIA
NJ License # 18738
Ciaran Kelly, AIA
NJ License # 18866

1 11/22/2021 FINAL REVISED S
0 09/02/2021 ZONING SET
Date Issue

Project Title
900-904 SPRINGWOOD AVE
CITY OF ASBURY PARK, MONMOUTH CO., NJ
LOTS 1,2,3 & 4, BLOCK 705

Project Description
PROPOSED 4 STORY MULTIFAMILY BUILDING WITH STREET LEVEL RETAIL, COMMERCIAL SPACE, 92 UNITS AND 110 PARKING SPACES

Applicant
MEMORIAL AVE HOLDINGS LLC

Project Number: 21-1535
Drawn by : JL / EH
Checked by : FJM, ACV
Scale : As Noted

Sheet Title

TITLE PAGE - ZONING MAP, TAX MAP & TABULATION CHART

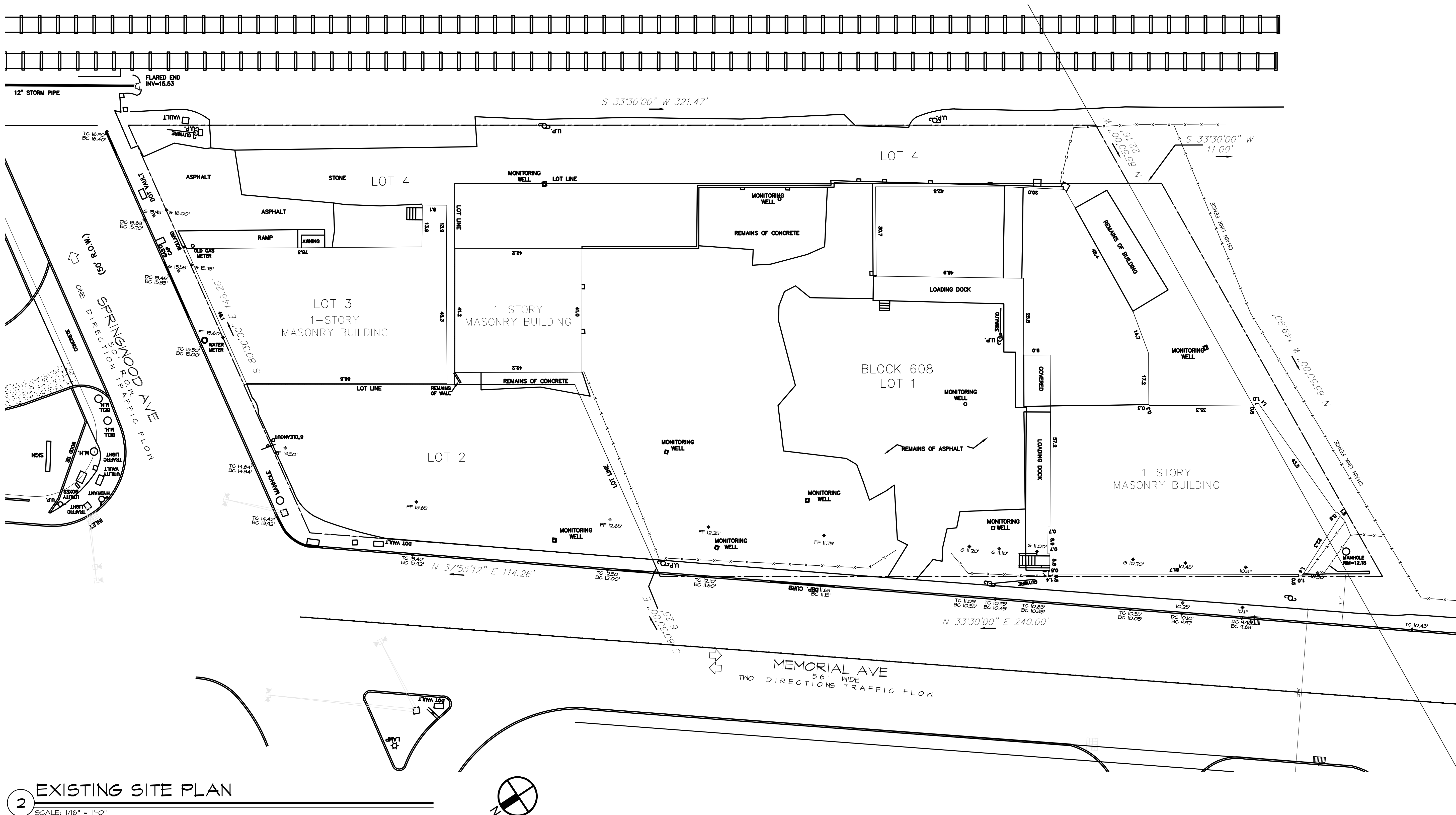
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Z-1



306	5	MEMORIAL AVENUE PARTNERS LLC	PO BOX 368 % BILL RESNICK MOUNTAIN DALE NY 12763
306	6	CONRAIL NY-LONG BEACH	25 NEPTUNE BLVD NEPTUNE TWP NJ 07753
306	7	WEST GROVE SQUARE ASSOC LLC	3899 ROUTE 516 OLD BRIDGE NJ 08857
5000	1	NJ TRANSIT CORP C/O R GUERDS MGR	PO BOX 10009 NEWARK NJ 07101

SCALE: NTS



SCALE: 1/16" = 1'-0"

Sheet Number

Packet Pg. 9

SEAL

Frank J. Minervini, AIA

NJ License # 12576

NY License # 03 0297 63

Anthony C. Vandermark, Jr. AIA

NJ License # 17698

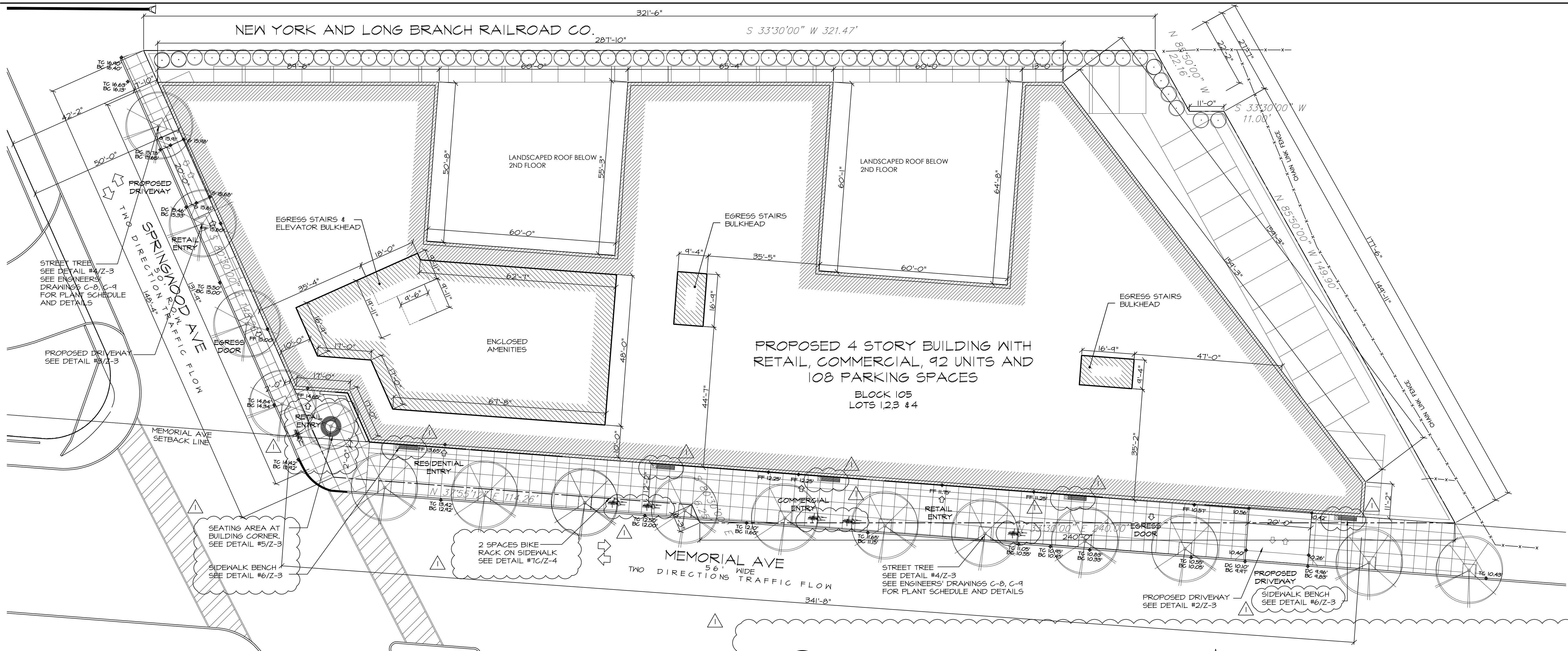
NY License # 32710-1

Adrian Melia, AIA

NJ License # 18738

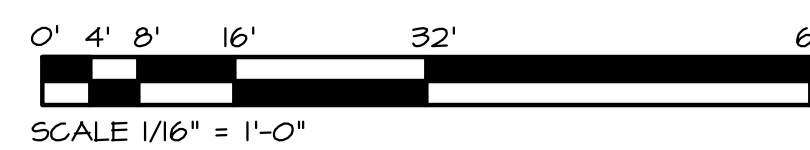
Ciaran Kelly, AIA

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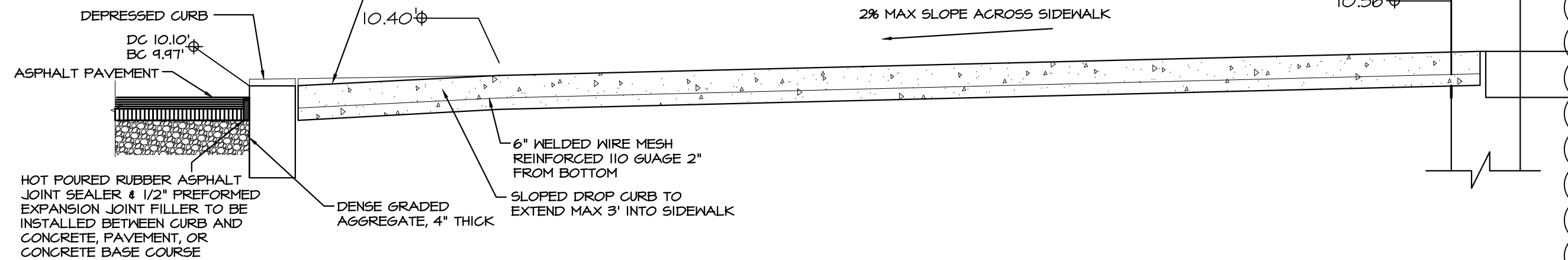


1 PROPOSED SITE PLAN

SCALE: 1/16" = 1'-0"

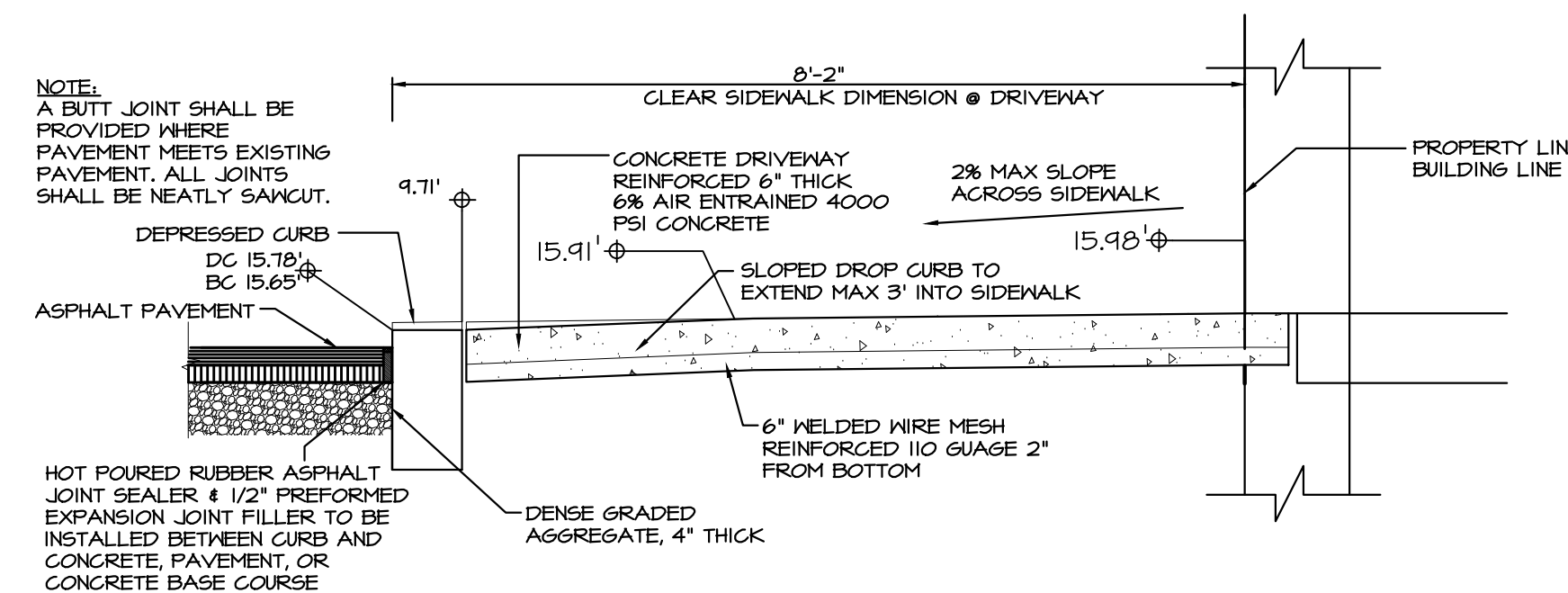


NOTE:
A BUTT JOINT SHALL BE PROVIDED WHERE PAVEMENT MEETS EXISTING PAVEMENT. ALL JOINTS SHALL BE NEATLY SANICUT.



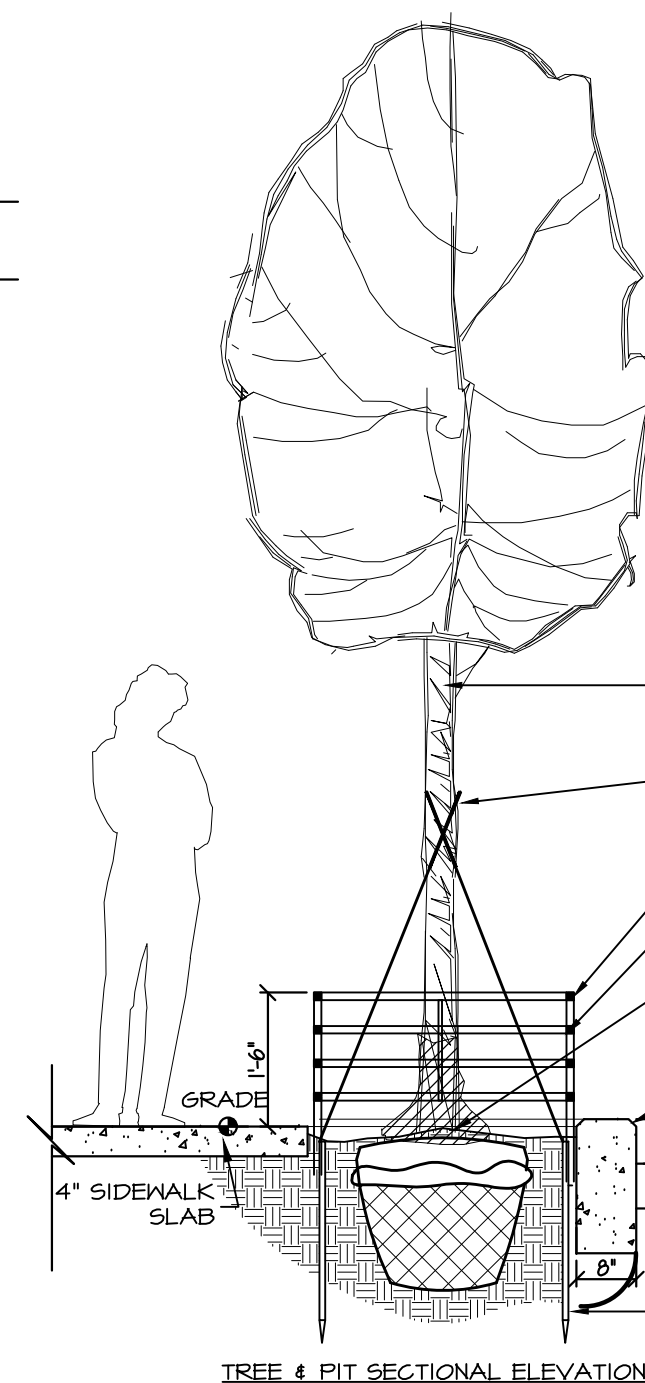
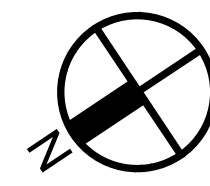
2 DRIVEWAY CROSS SECTION AT MEMORIAL AVE

SCALE: NO TO SCALE



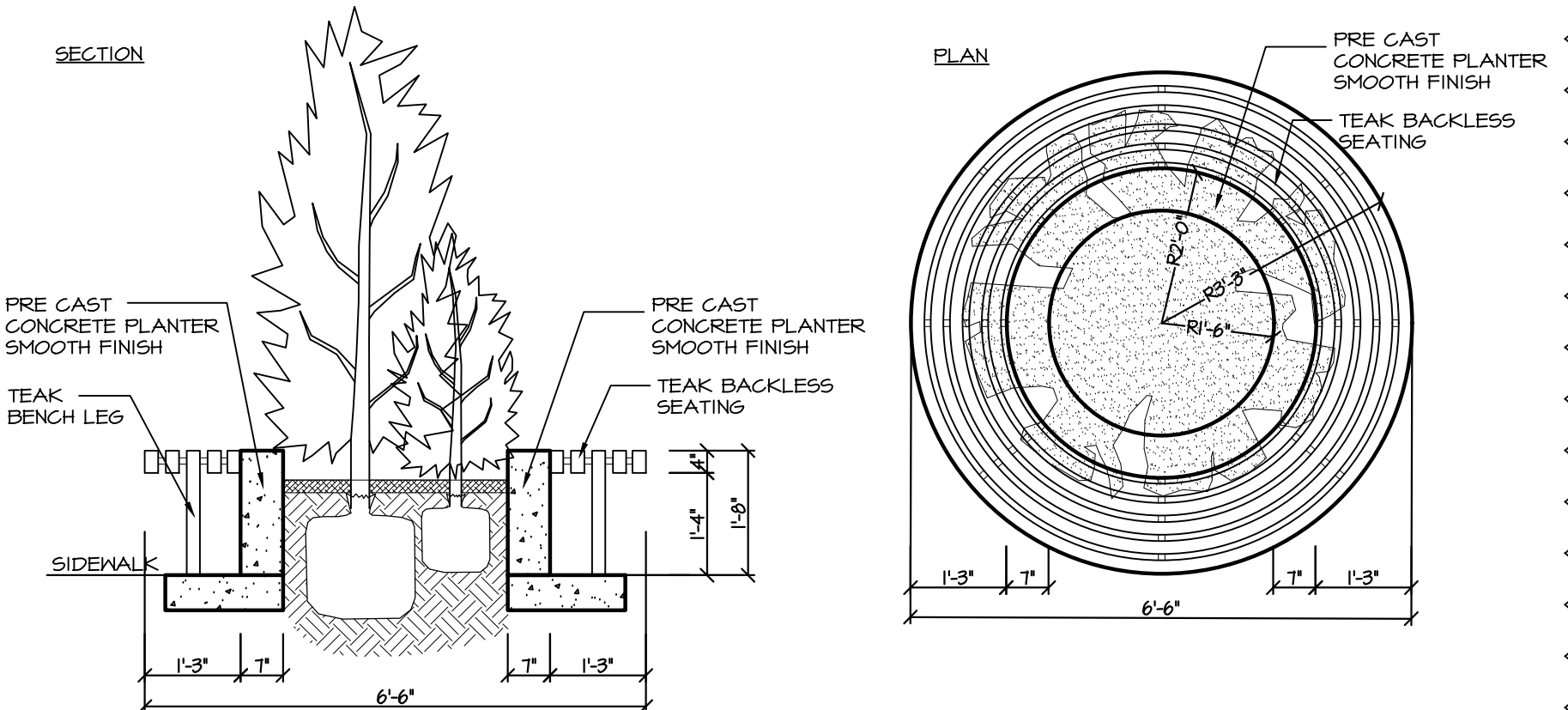
3 DRIVEWAY CROSS SECTION AT SPRINGWOOD AVE

SCALE: NO TO SCALE



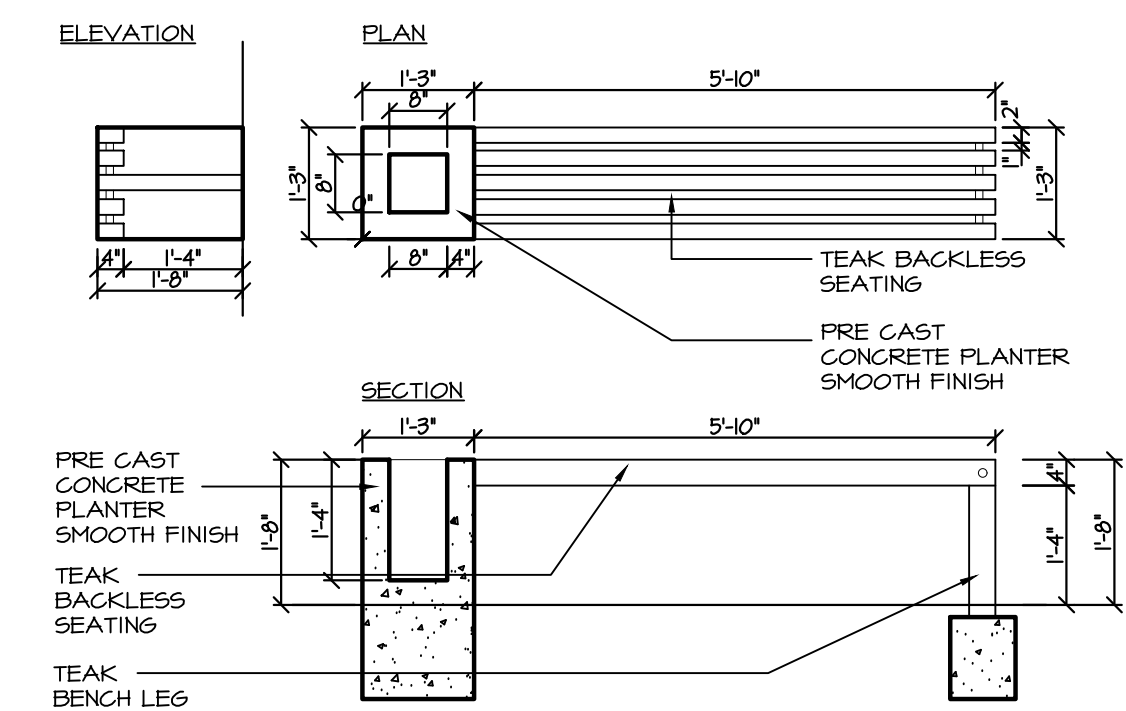
4 STREET TREE DETAIL

SCALE: NO TO SCALE



5 CURVED BENCH DETAILS

SCALE: NO TO SCALE



6 SIDEWALK BENCH DETAILS

SCALE: NO TO SCALE

1	11/22/2021	FINAL REVISED SET
0	09/02/2021	ZONING SET
#	Date	Issue

Project Title
900-904 SPRINGWOOD AVENUE
 CITY OF ASBURY PARK,
 MONMOUTH CO., NJ
 LOTS 1, 2, 3 & 4, BLOCK 705

Project Description
 PROPOSED 4 STORY MULTIFAMILY BUILDING WITH STREET LEVEL RETAIL, COMMERCIAL SPACE, 92 UNITS AND 110 PARKING SPACES

Applicant
 MEMORIAL AVE HOLDINGS LLC

Project Number: 21-1535
 Drawn by : JL / EH
 Checked by : FJM, ACV
 Scale : As Noted

Sheet Title
PROPOSED SITE PLAN

SIDEWALK DETAILS

Sheet Number

Z-3

SEAL

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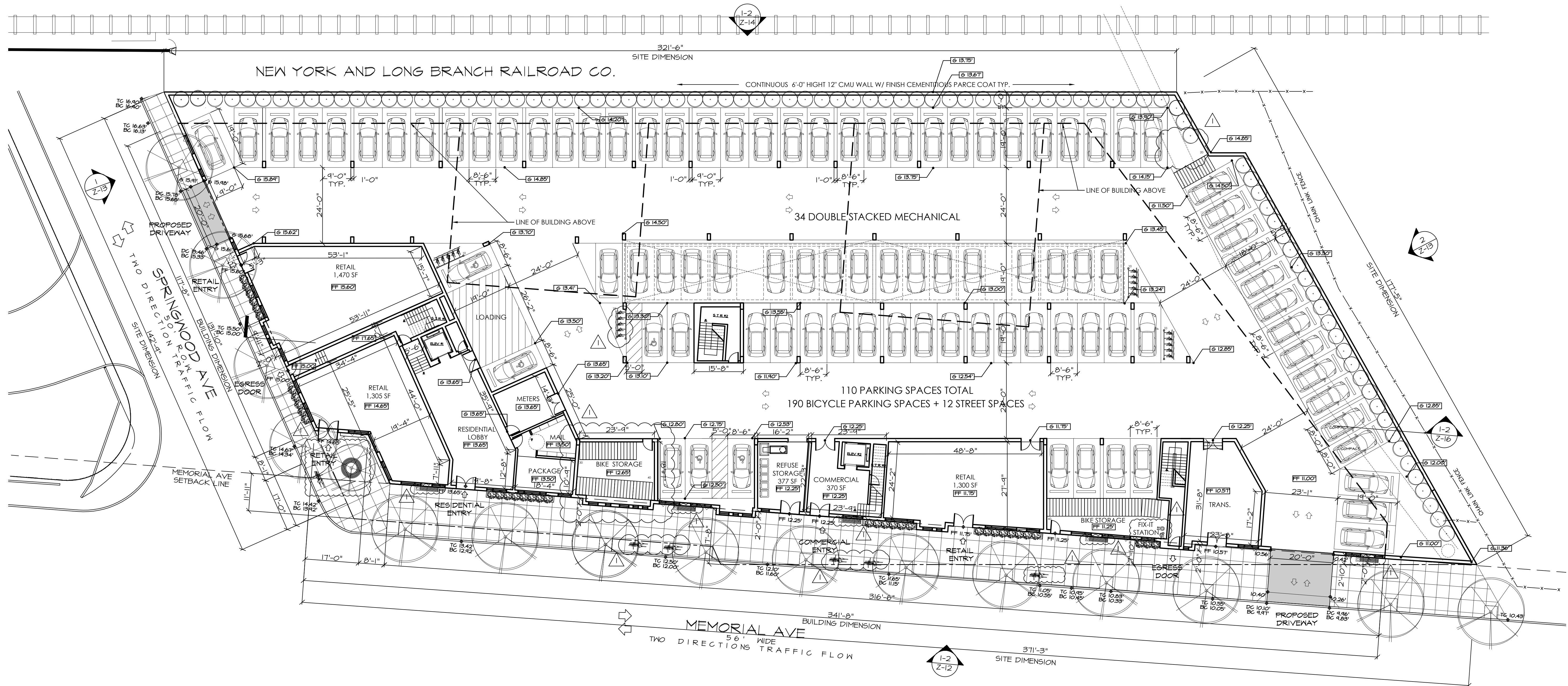
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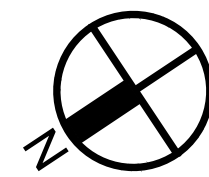
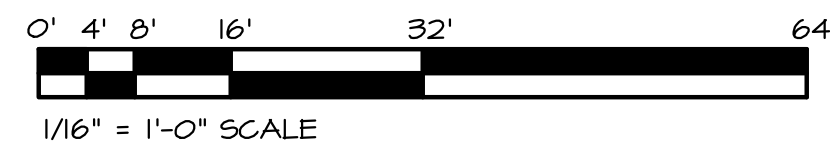
Ciaran Kelly, AIA

NJ License # 18866



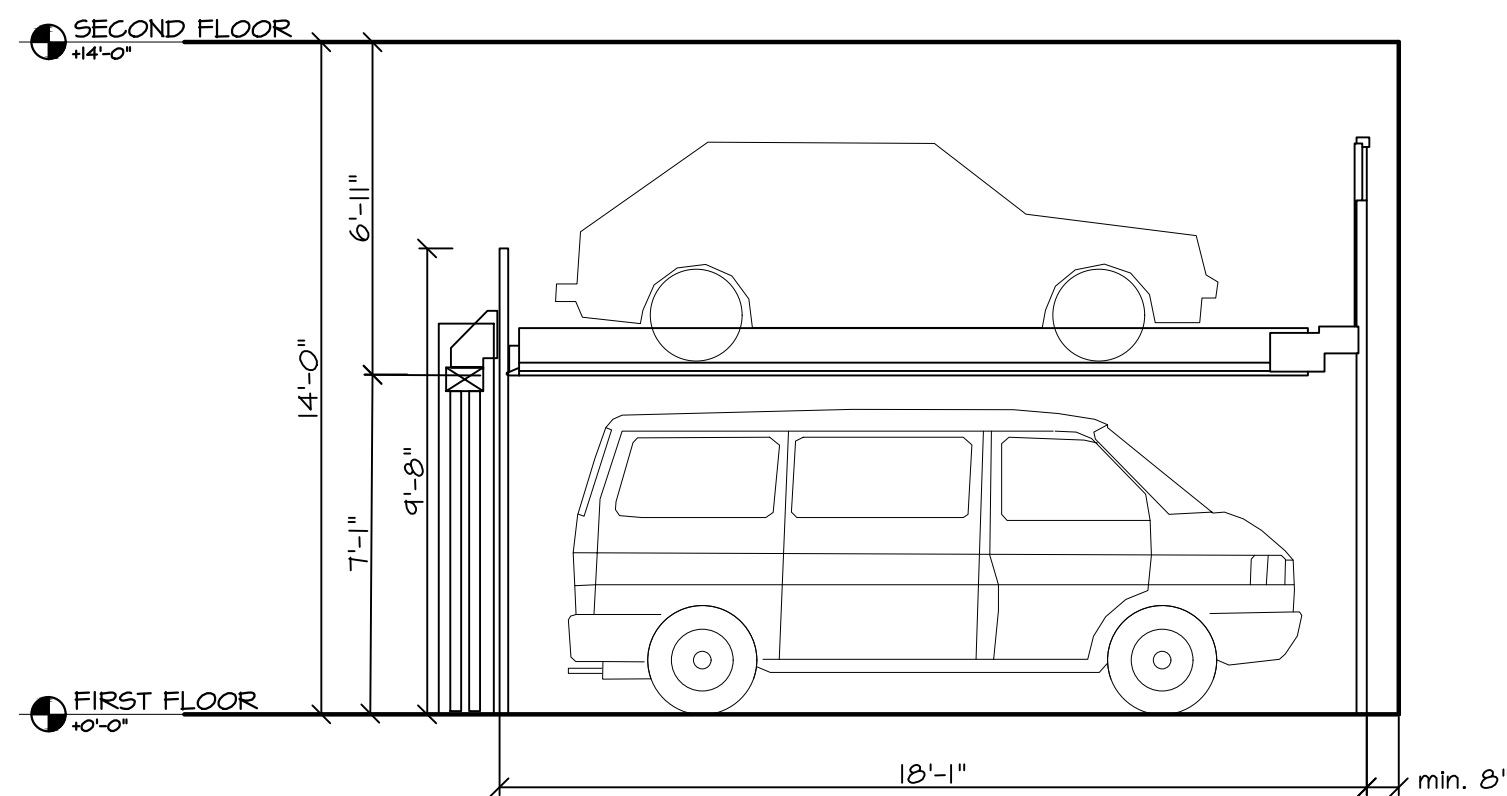
1ST FLOOR PLAN

SCALE: 1/16" = 1'-0"



TWO-LEVEL PUZZLE SYSTEM BY CITYLIFT PARKING:

APPROX DIMS OF PUZZLE LIFT SPACES 8'-6" X 20'. RECOMMENDED CLEAR HEIGHTS ARE: 6'8" FOR GROUND LEVEL SPACES AND EITHER 5'5" FOR SEDANS OR 6'6" FOR SUVs FOR UPPER LEVEL SPACES. ONE CONTROL PANEL REQUIRED PER GROUP. IT CAN BE WALL-MOUNTED ON AN ADJACENT WALL OR TO THE STEEL FRAME OF THE SYSTEM. EACH CONTROL PANEL REQUIRES A 3-PHASE/208V/40AMP DISCONNECT.



WOHR - COMBILIFT COMFORT TYPE
2 LEVELS HIGH
0 LEVELS DOWN

CITYLIFT
PLATFORM
FIRST/END GRID

7'-6 9/16"

8'-6 3/8"

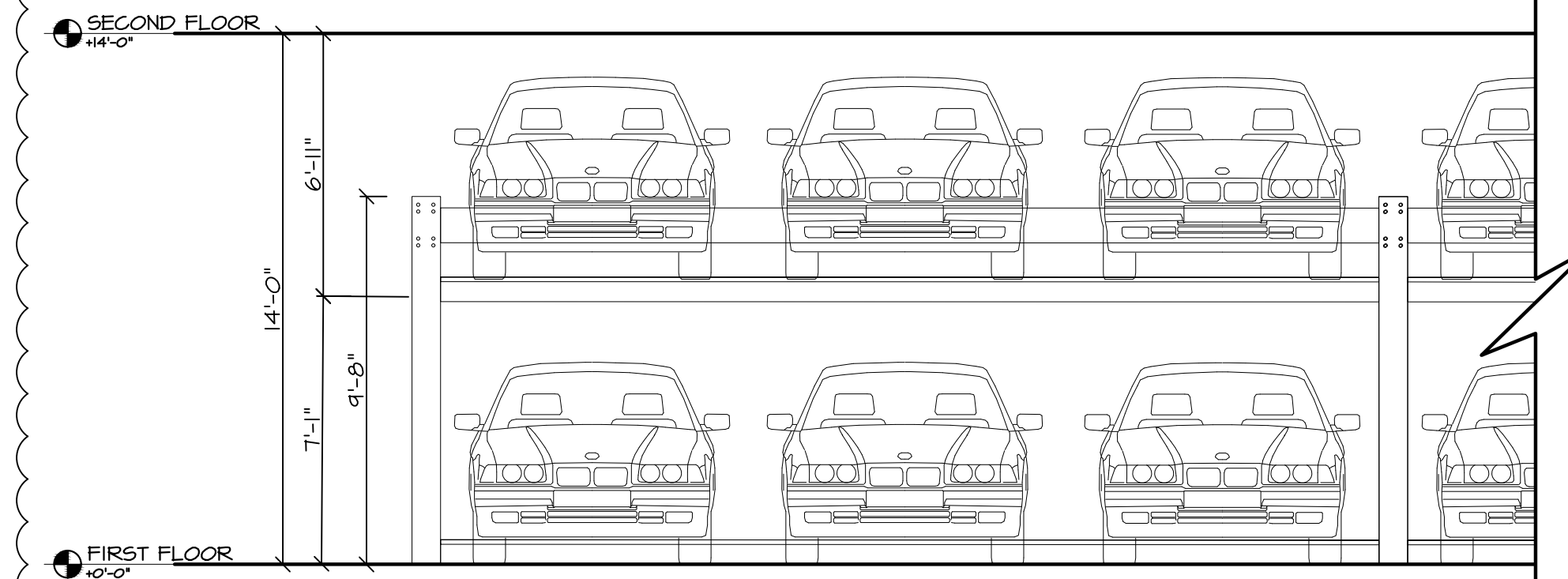
CITYLIFT
PLATFORM
MIDDLE GRID

7'-6 9/16"

8'-2 7/16"

MECHANICAL STACKED PLAN

SCALE: NTS



MECH. STACKED ELEVATION DETAIL

SCALE: NTS

MECHANICAL STACKED SECTION DETAIL

SCALE: NTS

1	11/22/2021	FINAL REVISED SET
0	09/02/2021	ZONING SET
#	Date	Issue

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CITY OF ASBURY PARK,
MONMOUTH CO., NJ
LOTS 1,2,3 & 4, BLOCK 705

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Applicant

MEMORIAL AVE HOLDINGS LLC

Project Number: 21-1535

Drawn by: JL / EH

Checked by: FJM, ACV

Scale: As Noted

Sheet Title

ARCHITECTURAL PLANS

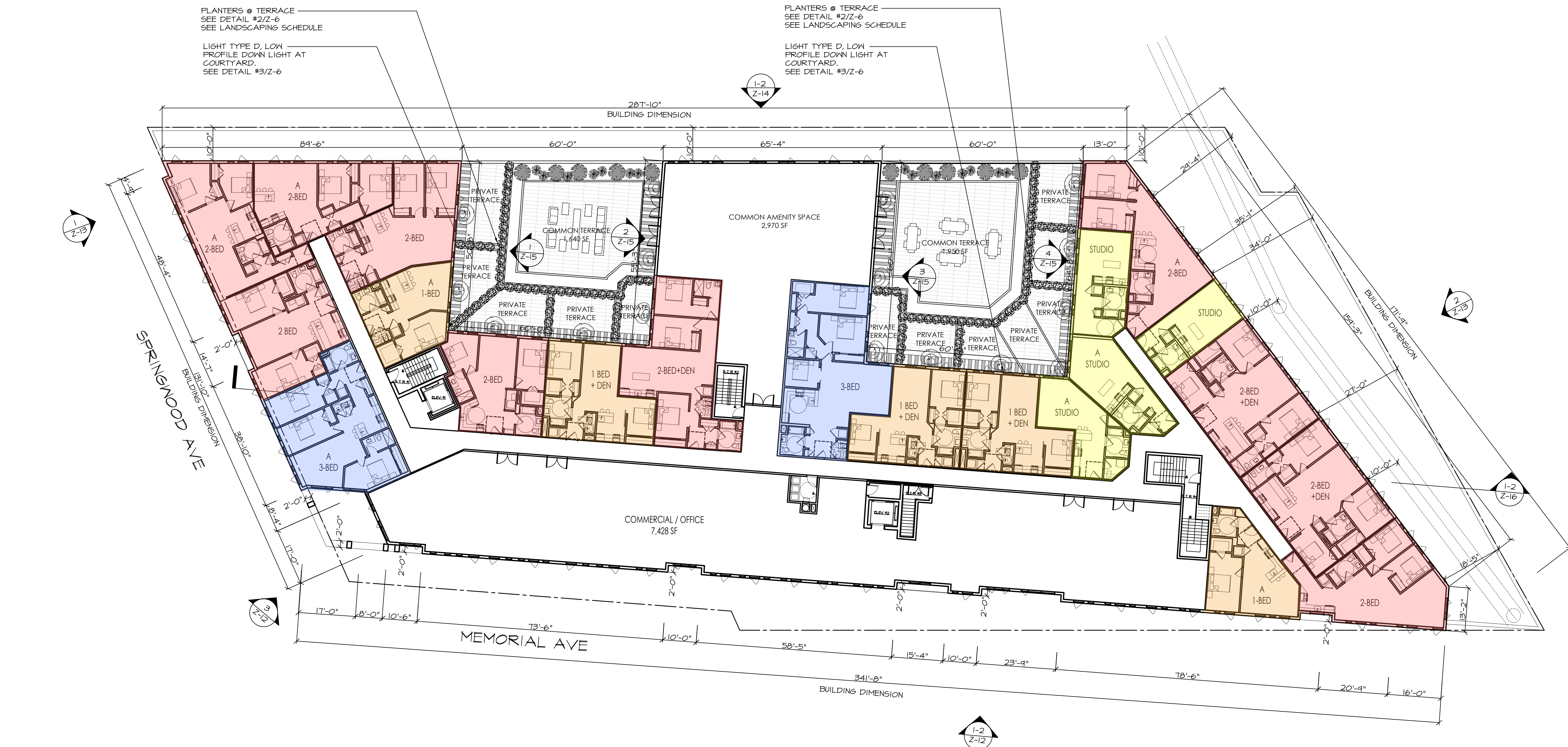
1ST FLOOR

Sheet Number

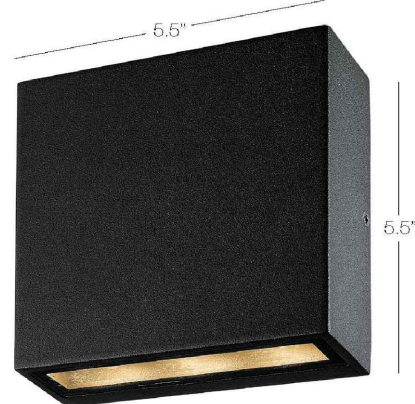
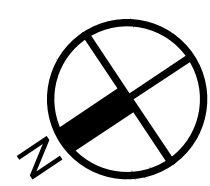
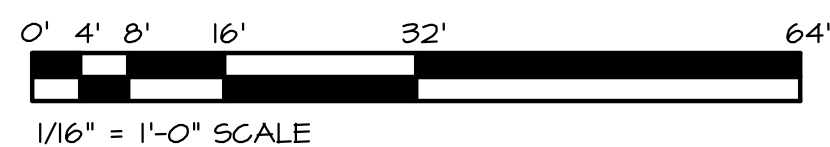
Z-5

SEAL
Frank J. Minervini, AIA
NJ License # 12576
NY License # 03 0297 63
Anthony C. Vandermark, Jr. AIA
NJ License # 17698
NY License # 32710-1
Adrian Melia, AIA
NJ License # 18738
Ciaran Kelly, AIA
NJ License # 18866

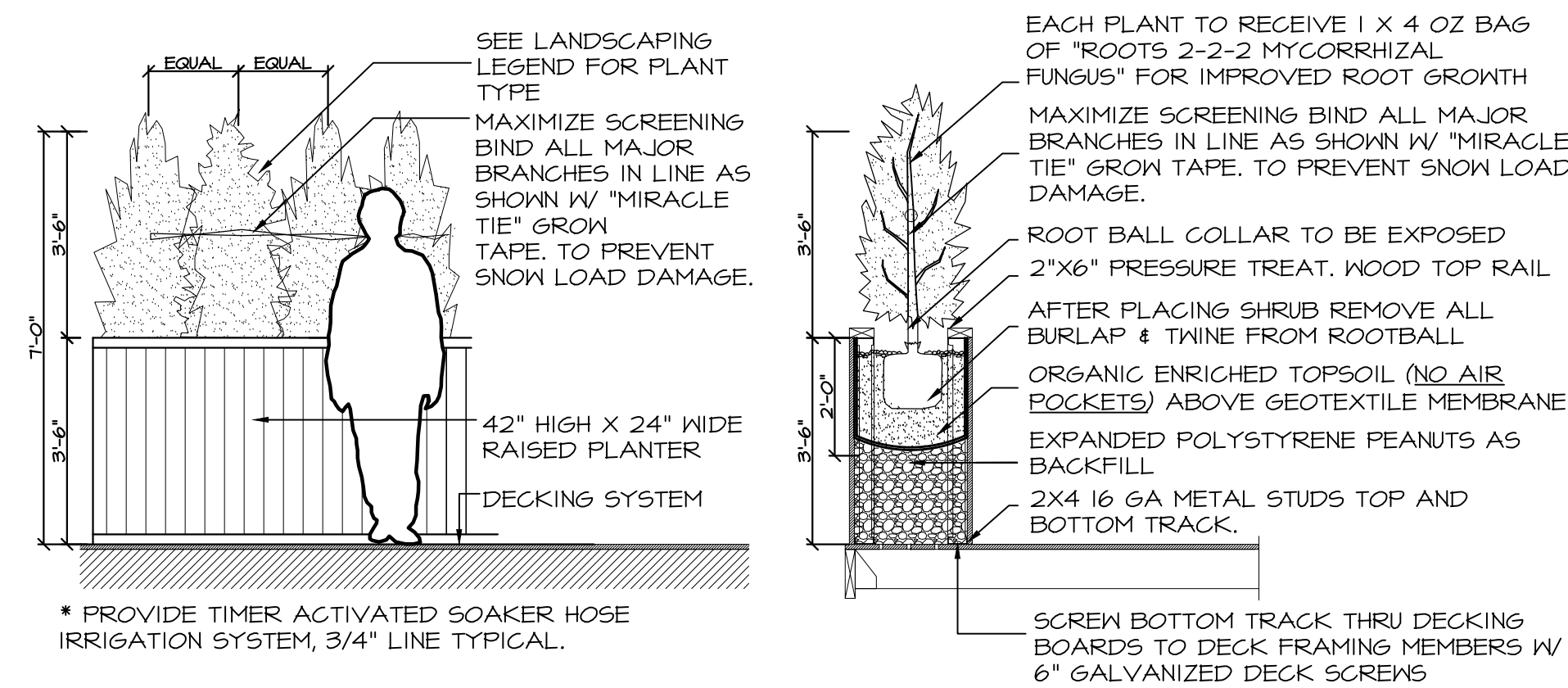
Attachment: Final Revised Set of Drawings (rev'd 010621) (2023-56 : Presentation of 2.12 Memorial Drive, 900-906 Springwood Drive (Block 705, Lots 1-4))



1 2ND FLOOR PLAN
SCALE: 1/16" = 1'-0"



3 WALL MOUNTED LIGHT -D
SCALE: NTS



2 PLANTERS DETAIL @ PRIVATE TERRACES
SCALE: NTS

LANDSCAPING SCHEDULE					
SYMBOL	BOTANICAL NAME	COMMON NAME	DESCRIPTION	NOTES	QTY
B	THUJA OCCIDENTALIS	LITTLE GIANT DWARF ARBORVITAE	SMALL, GLOBE-SHAPED EVERGREEN SHRUB. A VERY VERSATILE AND USEFUL PLANT. RICH GREEN FOLIAGE AND SMALL FORM HELP MAKE THIS A WONDERFUL FOUNDATION PLANT, SPECIMEN OR HEDGE.	42"-48" HIGH B&B @ 18" ON CENTER	150
C	LIROPE, GIGANTEA	LIROPE, GIANT	CLUMP FORMING PLANTS THAT HAVE BLUE BLOOMS IN THE SUMMER, WITH BLACK BERRIES IN THE FALL. IDEAL SMALL HEDGE OR BORDER PLANT, REACHING ONLY 30 INCHES TALL AND 24 INCHES WIDE.		30
D	HOSTA HYBRID	RHODODENDRON PERICLYMENOIDES		HARDY W/ MOUNDED FORM; EXCELLENT FOR MASSING IN SHRUB BORDERS 6'-8' HEIGHT	82

LANDSCAPING NOTE:
ABOVE TREES ARE IN ACCORDANCE WITH SHADE TREE COMMISSION RECOMMENDATIONS
TREE PITS TO BE 4'-0" X 4'-0" . INSTALL GATOR BAGS ON EACH TREE AND KEEP BAGS FULL.
TREES TO BE WATERED FREQUENTLY FOR FIRST YEAR AFTER PLANTING.

NOTE: PLANTING DETAILS ARE TYPICAL, LANDSCAPING CONTRACTOR RESPONSIBLE FOR
SELECTING APPROPRIATE PLANTING METHODS, TYP FOR ALL PLANTS & TREES
SEE ENGINEERS' DRAWINGS FOR PLANT SCHEDULE AND DETAILS

2ND FLOOR:

7,428 SF OFFICE/COMMERCIAL

21 UNITS

- 2 X AFFORDABLE STUDIO
- 2 X STUDIO
- 3 X 1BED+1DEN
- 2 X AFFORDABLE 1BED
- 3 X AFFORDABLE 2BED
- 4 X 2BED
- 3 X 2BED+DEN
- 1 X AFFORDABLE 3BED
- 1 X 3BED

TOTAL PARKING REQUIREMENTS

1BED: 1 SPACE/UNIT
(38 UNITS)=38 SPACES
>1BED: 1.5 SPACES/UNIT
(35 UNITS)=53 SPACES
AFFORDABLE PARKING: 1/UNIT= 19 SPACES
NON RESIDENTIAL: 1 SPACE/500 SF
11,873/500=24 SHARED SPACES

TOTAL REQUIRED: 110 SPACES
TOTAL PARKING PROVIDED: 110 SPACES

1	11/22/2021	FINAL REVISED SET
0	09/02/2021	ZONING SET
#	Date	Issue

Project Title
900-904 SPRINGWOOD AVENUE
CITY OF ASBURY PARK,
MONMOUTH CO., NJ
LOTS 1,2,3 & 4, BLOCK 705

Project Description
PROPOSED 4 STORY MULTIFAMILY BUILDING WITH STREET LEVEL RETAIL, COMMERCIAL SPACE, 92 UNITS AND 110 PARKING SPACES

Applicant
MEMORIAL AVE HOLDINGS LLC

Project Number: 21-1535
Drawn by : JL / EH
Checked by : FJM, ACV
Scale : As Noted

Sheet Title
ARCHITECTURAL PLANS

2ND FLOOR

Sheet Number

Z-6

SEAL

Frank J. Minervini, AIA

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NY License # 32710-1

Adrian Melia, AIA

NJ License # 18738

Ciaran Kelly, AIA

NJ License # 18866

1 11/22/2021 FINAL REVISED SET

0 09/02/2021 ZONING SET

Date Issue

Project Title

900-904 SPRINGWOOD AVENUE

CITY OF ASBURY PARK,

MONMOUTH CO., NJ

LOTS 1,2,3 & 4, BLOCK 705

Project Description

PROPOSED 4 STORY MULTIFAMILY

BUILDING WITH STREET LEVEL

RETAIL, COMMERCIAL SPACE, 92

UNITS AND 110 PARKING SPACES

Applicant

MEMORIAL AVE HOLDINGS LLC

Project Number: 21-1535

Drawn by : JL / EH

Checked by : FJM, ACV

Scale : As Noted

Sheet Title

ARCHITECTURAL PLANS

3RD FLOOR

Sheet Number

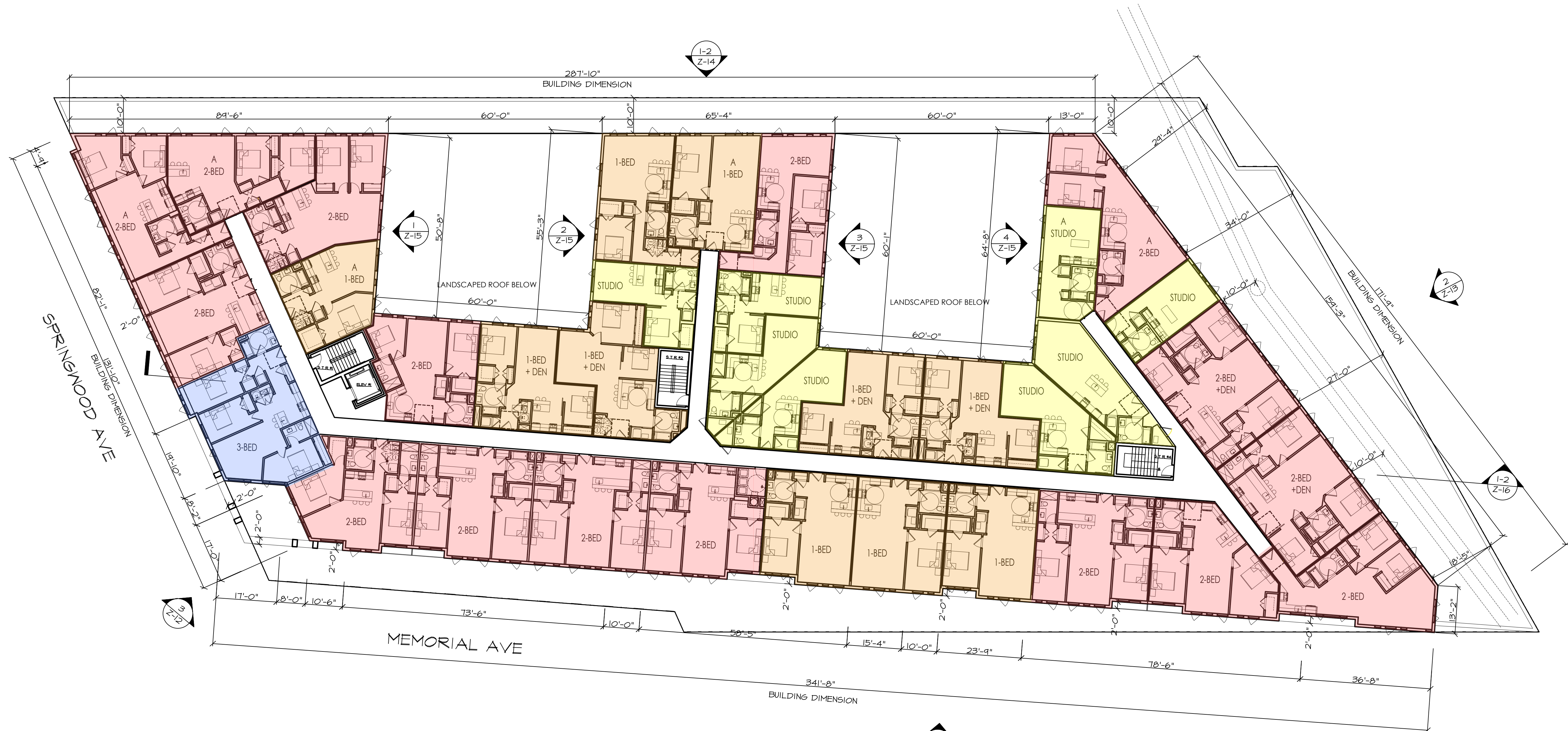
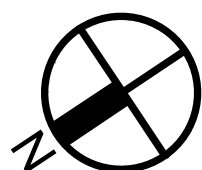
Z-7

3RD FLOOR PLAN

SCALE: 1/16" = 1'-0"

0' 4' 8' 16' 32' 64'

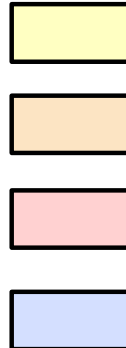
1/16" = 1'-0" SCALE



3RD FLOOR:

35 UNITS

- 1 X AFFORDABLE STUDIO
- 7 X STUDIO
- 2 X AFFORDABLE 1BED
- 4 X 1BED
- 4 X 1BED+1DEN
- 3 X AFFORDABLE 2BED
- 11 X 2BED
- 2 X 2BED+DEN
- 1 X 3BED



TOTAL PARKING REQUIREMENTS

1BED: 1 SPACE/UNIT
(38 UNITS)=38 SPACES
>1BED: 1.5 SPACES/UNIT
(35 UNITS)=53 SPACES
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0	09/02/2021	ZONING SET
#	Date	Issue

Project Title
900-904 SPRINGWOOD AVENUE
CITY OF ASBURY PARK,
MONMOUTH CO., NJ
LOTS 1,2,3 & 4, BLOCK 705

Project Description
PROPOSED 4 STORY MULTIFAMILY
BUILDING WITH STREET LEVEL
RETAIL, COMMERCIAL SPACE, 92
UNITS AND 110 PARKING SPACES

Applicant
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Sheet Title
ARCHITECTURAL PLANS

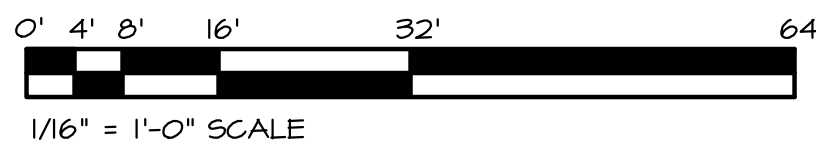
4TH FLOOR

Sheet Number

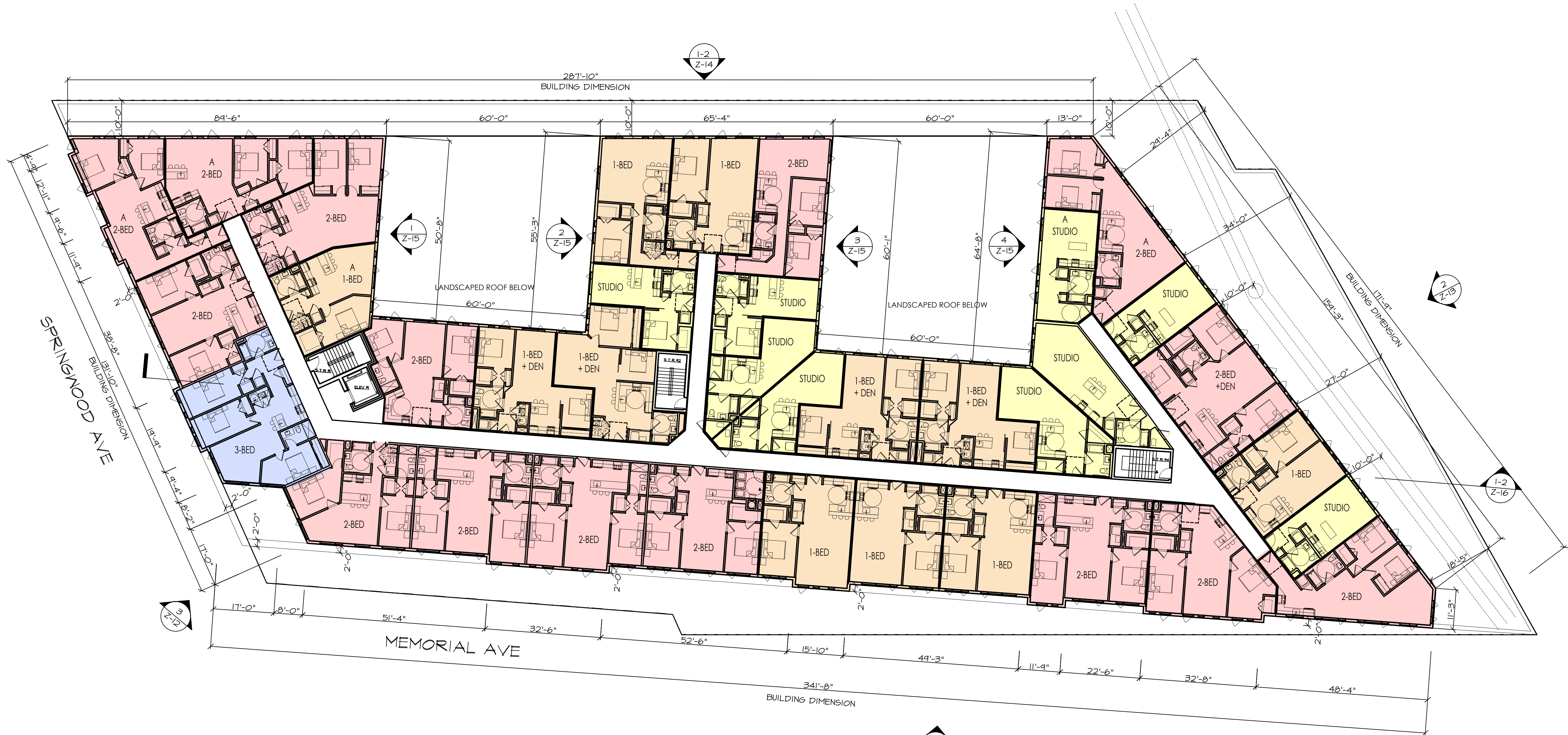
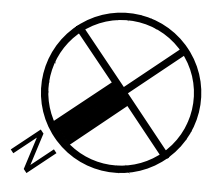
Z-8

1 4TH FLOOR PLAN

SCALE: 1/16" = 1'-0"



1/16" = 1'-0" SCALE



4TH FLOOR:

36 UNITS

- 1 X AFFORDABLE STUDIO
- 8 X STUDIO
- 1 X AFFORDABLE 1BED
- 6 X 1BED
- 4 X 1BED+1DEN
- 3 X AFFORDABLE 2BED
- 11 X 2BED
- 1 X 2BED+DEN
- 1 X 3BED

TOTAL PARKING REQUIREMENTS

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Project Title
900-904 SPRINGWOOD AVENUE
 CITY OF ASBURY PARK,
 MONMOUTH CO., NJ
 LOTS 1,2,3 & 4, BLOCK 705

Project Description
 PROPOSED 4 STORY MULTIFAMILY
 BUILDING WITH STREET LEVEL
 RETAIL, COMMERCIAL SPACE, 92
 UNITS AND 110 PARKING SPACES

Applicant
 MEMORIAL AVE HOLDINGS LLC

Project Number: 21-1535
 Drawn by : JL / EH
 Checked by : FJM, ACV
 Scale : As Noted

Sheet Title
ARCHITECTURAL PLANS

ROOF FLOOR

Sheet Number

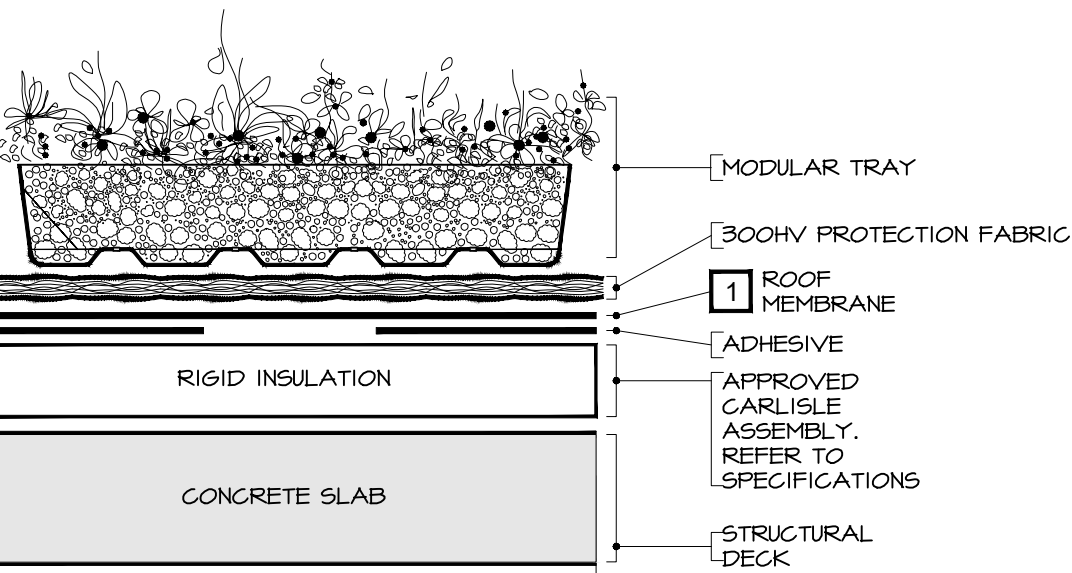
Z-9

1 ROOF PLAN

SCALE: 1/16" = 1'-0"

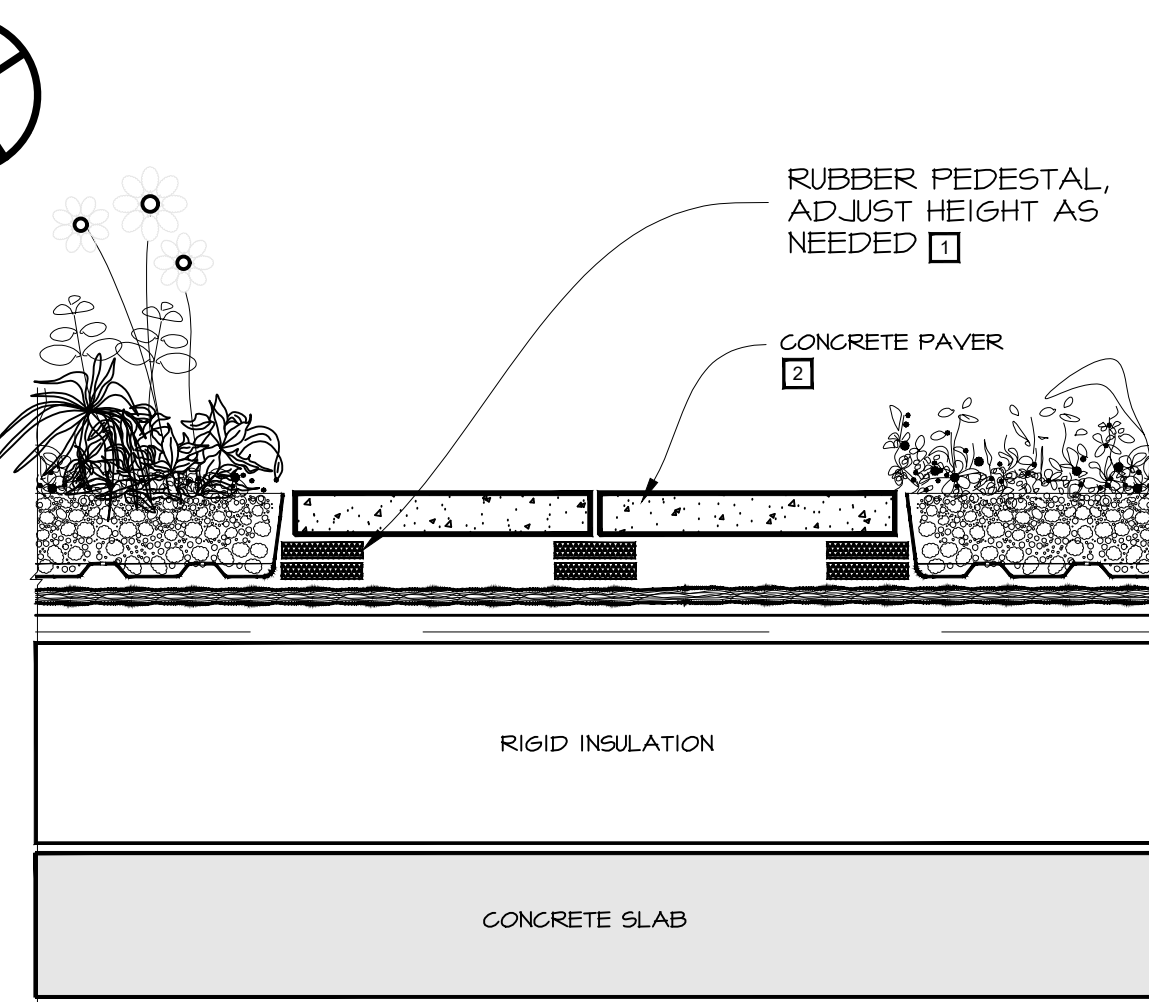
0' 4' 8' 16' 32' 64'

1/16" = 1'-0" SCALE



2 EXTENSIVE ROOF DECK PLANTING DETAILS

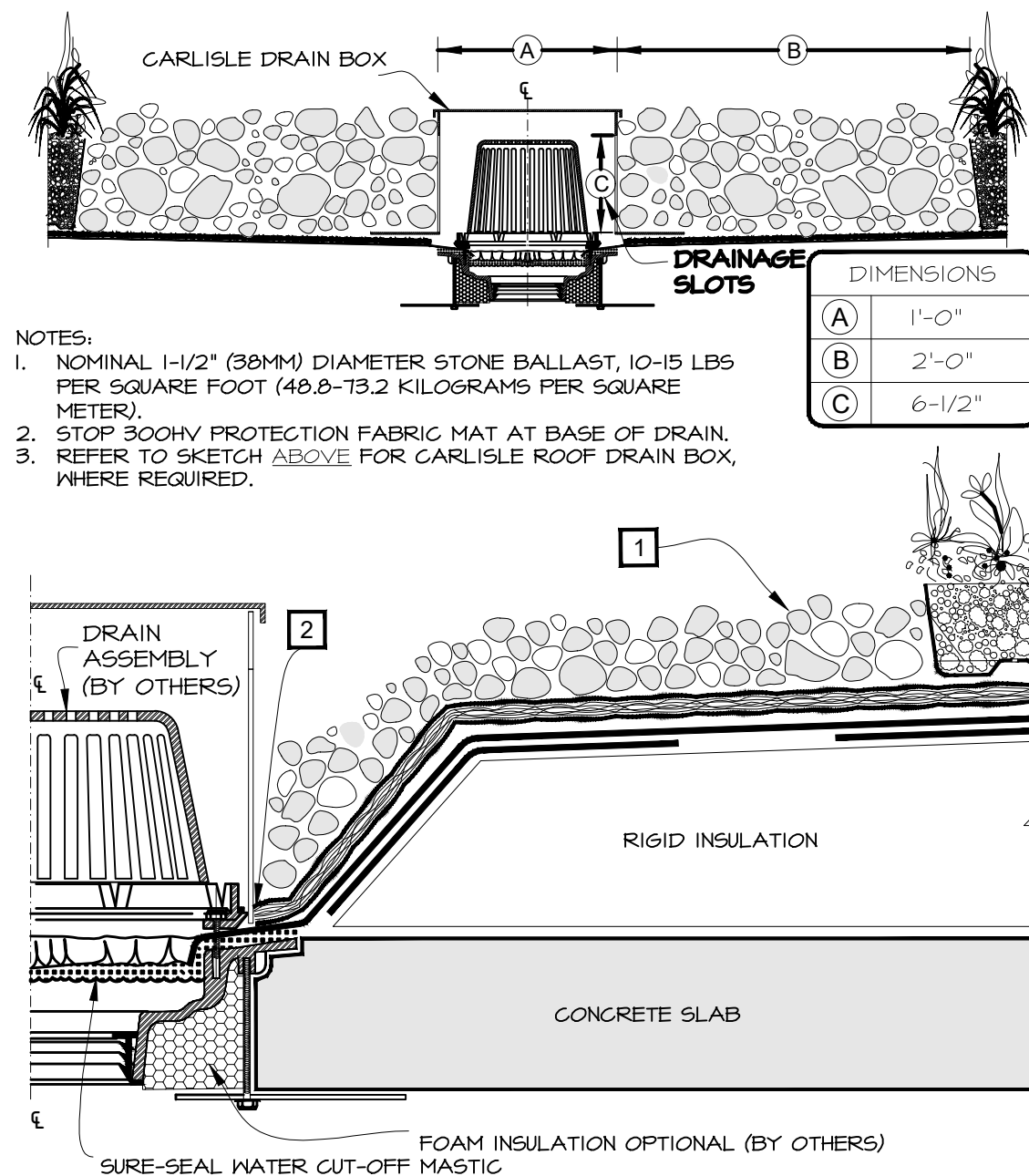
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HORIZONTAL TRANSITION TILE/PAVERS

NOTES:

- EXPANDED OR EXTRUDED POLYSTYRENE BOARDS WITH MINIMUM DENSITY OF 2 POUNDS PER CUBIC FOOT (32 KILOGRAM PER CUBIC METER) OR WITH COMPRESSIVE STRENGTH: 25 PSI (POUNDS PER SQUARE INCH) / 17511 KILOGRAM/METER².
- IN LIEU OF CONCRETE PAVERS, USE STONE BALLAST, 10-15 POUNDS PER SQUARE FOOT (48.8 - 73.2 KILOGRAM/METER²) OVER 300HV PROTECTION FABRIC.



42" HIGH SCREEN SURROUNDING THE CONDENSER ON 4 SIDE PROVIDE SERVICE ACCESS & CLEARANCE AS REQUIRED

4"x4" POST. SEE STRUCTURAL DRAWINGS FOR POST LOCATIONS

1"x4" AZEK W/2" OPENING

FASTEN CONDENSER TO RAILS WITH 1/2"x6" LONG LAG BOLTS @ CORNERS (4 PER UNIT)

(2) NEW 4X4 PRESSURE TREATED WOOD MOUNTING RAILS TO SPAN (4) ROOF JOISTS

NEW HIGH DENSITY NEOPRENE BEARING PADS @ 16" (TYP.)

SEAL SHEATHING PENETRATIONS W/ ROOFING CEMENT FOR WATERPROOF FINISH

PROVIDE L6T2 ANCHOR BY SIMPSON PER MANUFACTURER RECOMMENDATIONS

NOTE*- ALL BOLTS AND SCREWS TO BE EXTERIOR GRADE GALVANIZED

3 MECH. SCREEN DETAIL

SCALE: N.T.S.

ROOF AREA BREAKDOWN:

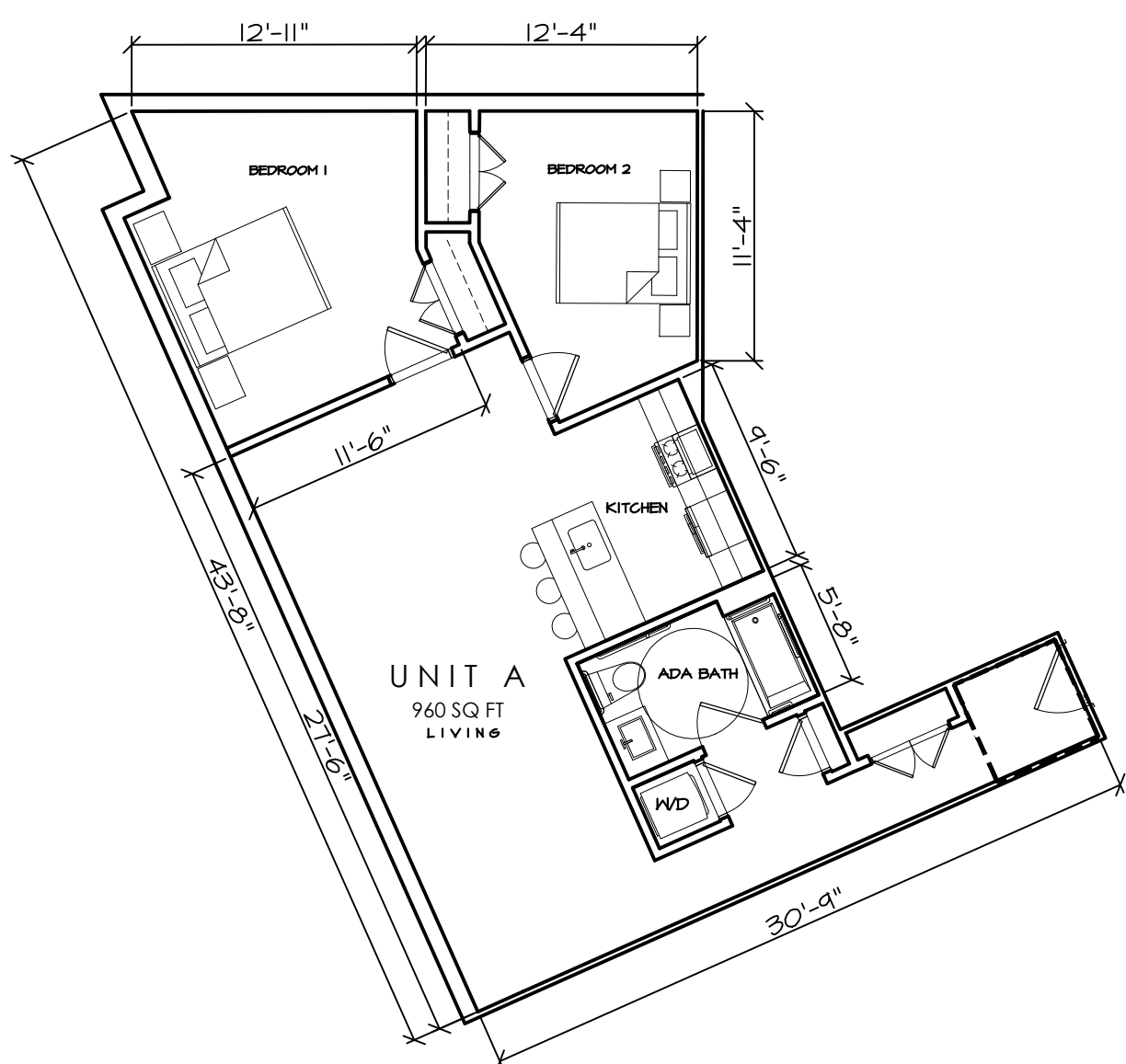
OVERALL ROOF AREA = 31,453 SF

EXTENSIVE GREEN ROOF AREA = 4,780 SF
 COMMON DECK AREA = 3,445 SF
 AMENITIES = 3,765 SF
 ELEVATOR & STAIR BULKHEADS = 585 SF
 PARAPETS / COPPING = 1,130 SF
 ROOF MOUNTED EQUIPMENT & WALKWAYS = 17,748 SF

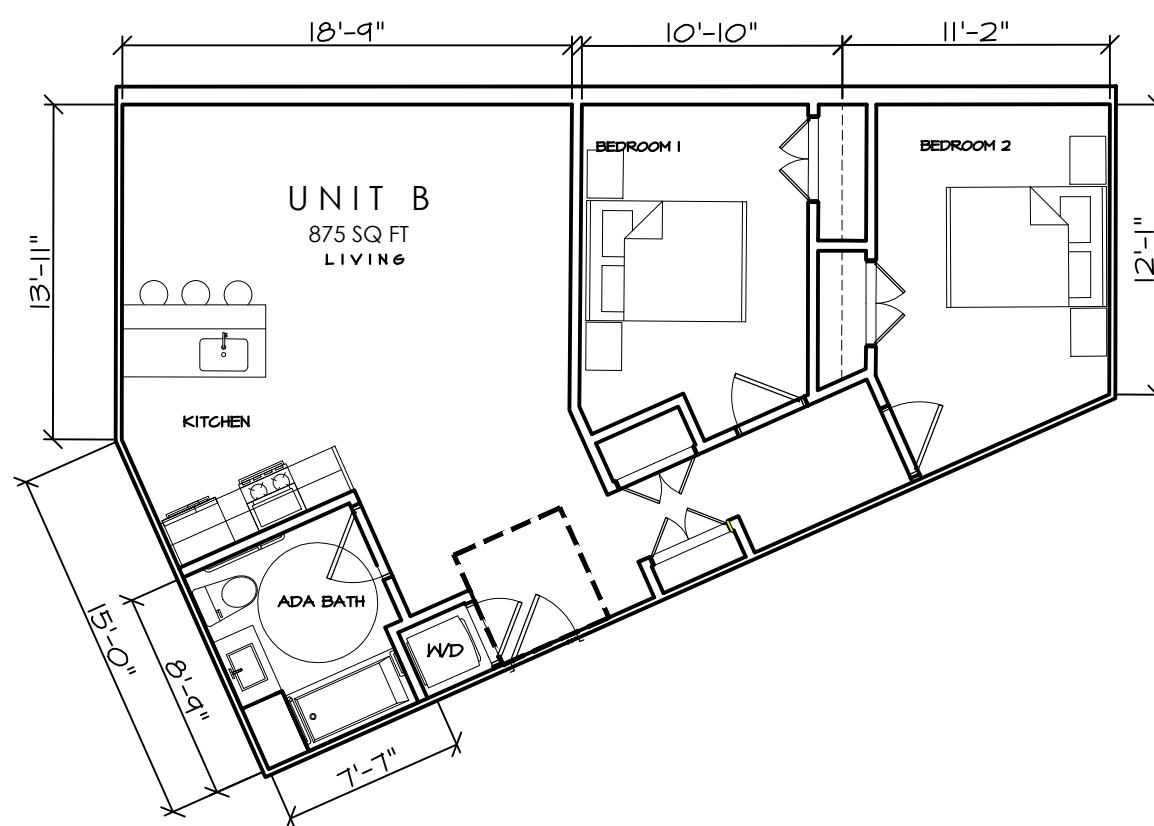
Ciaran Kelly, AIA
NJ License # 18844



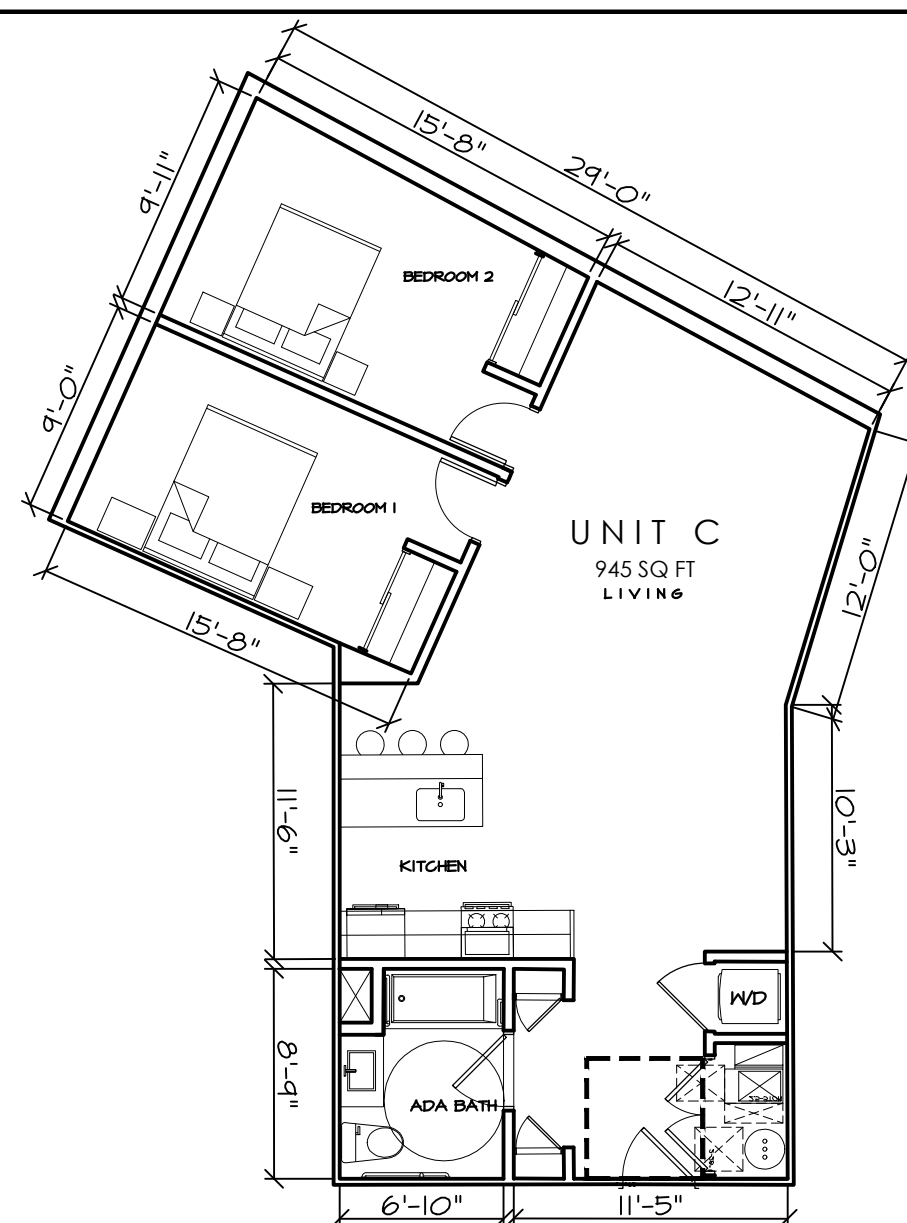
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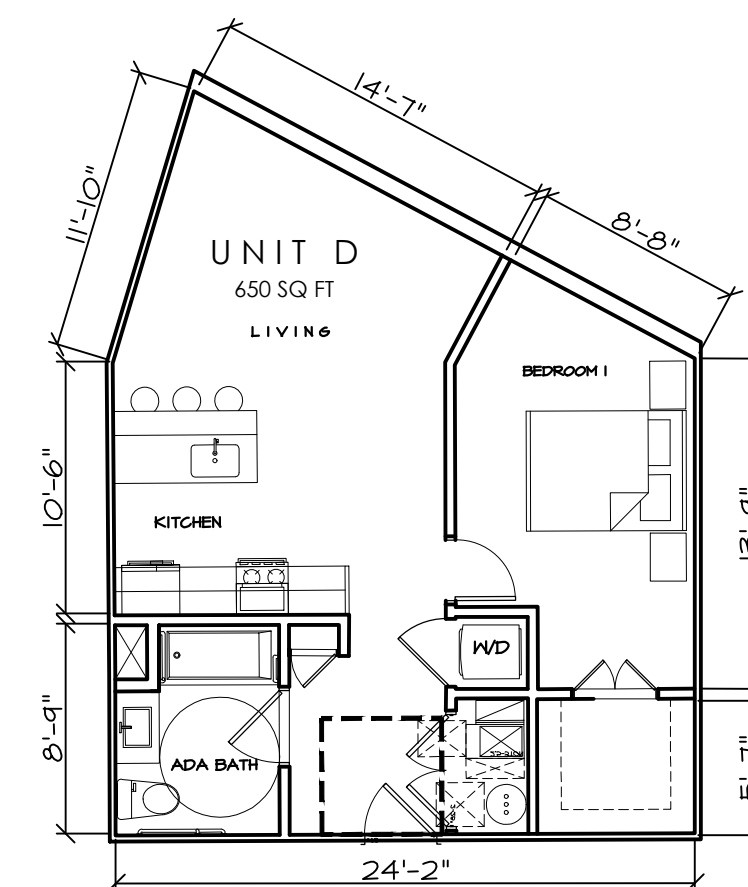
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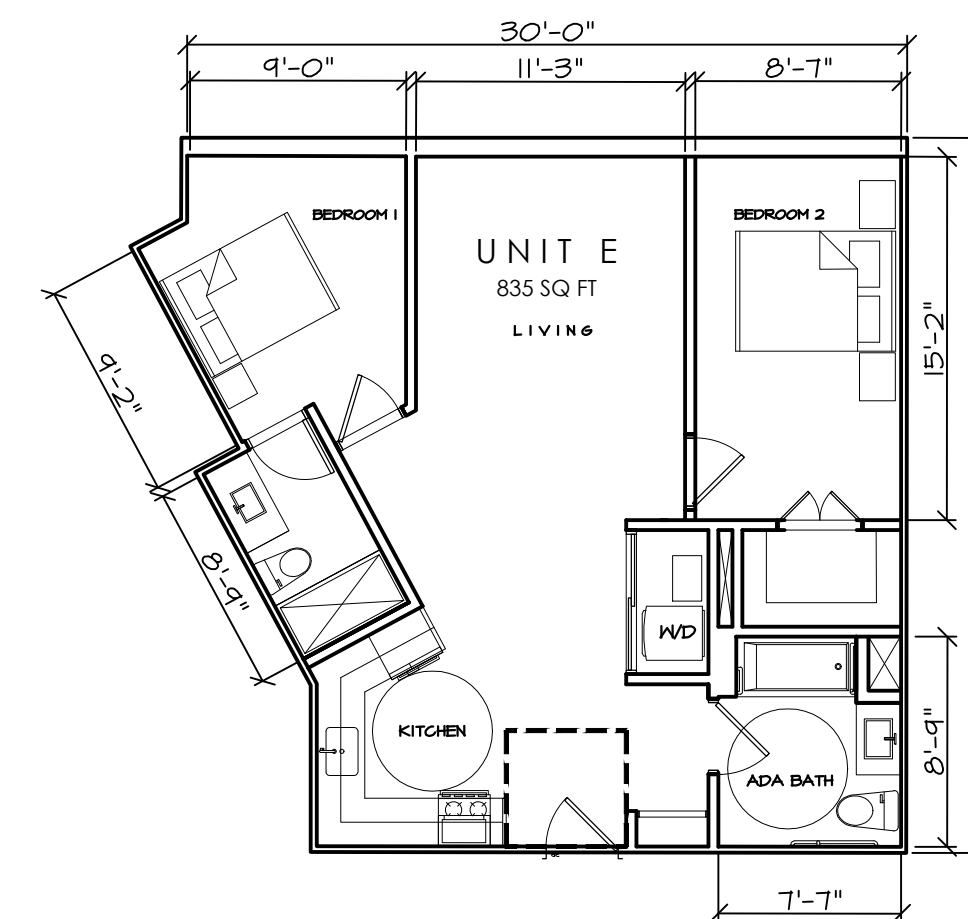
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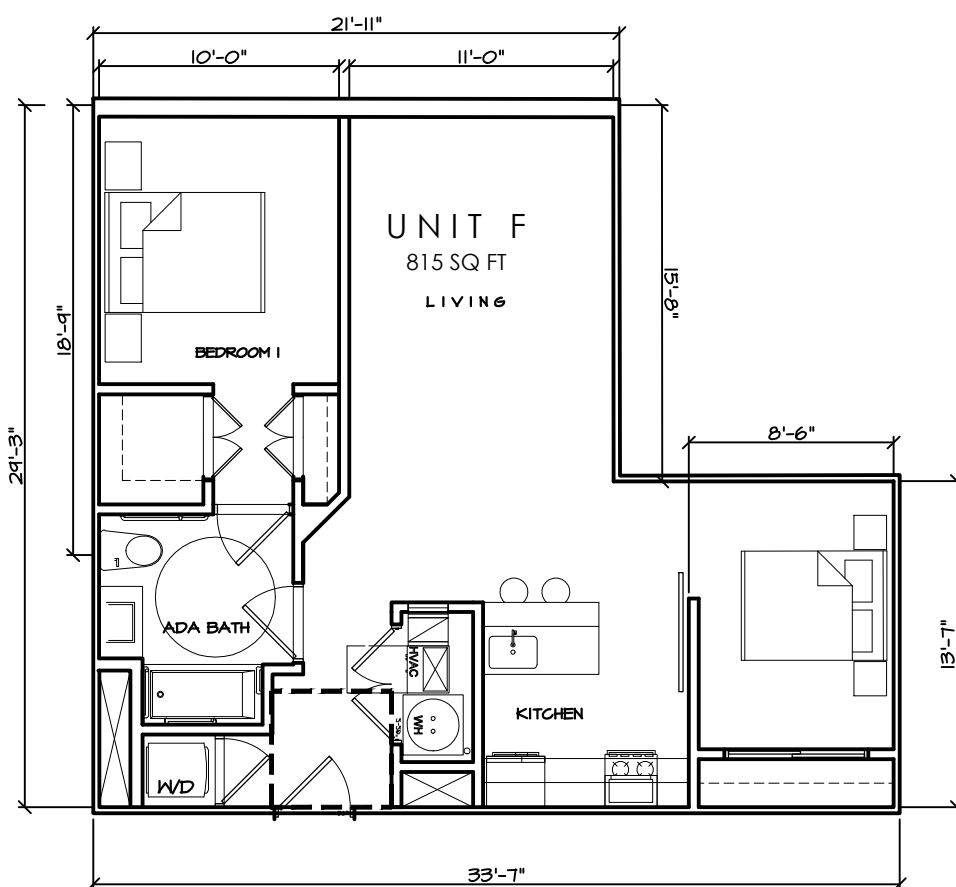
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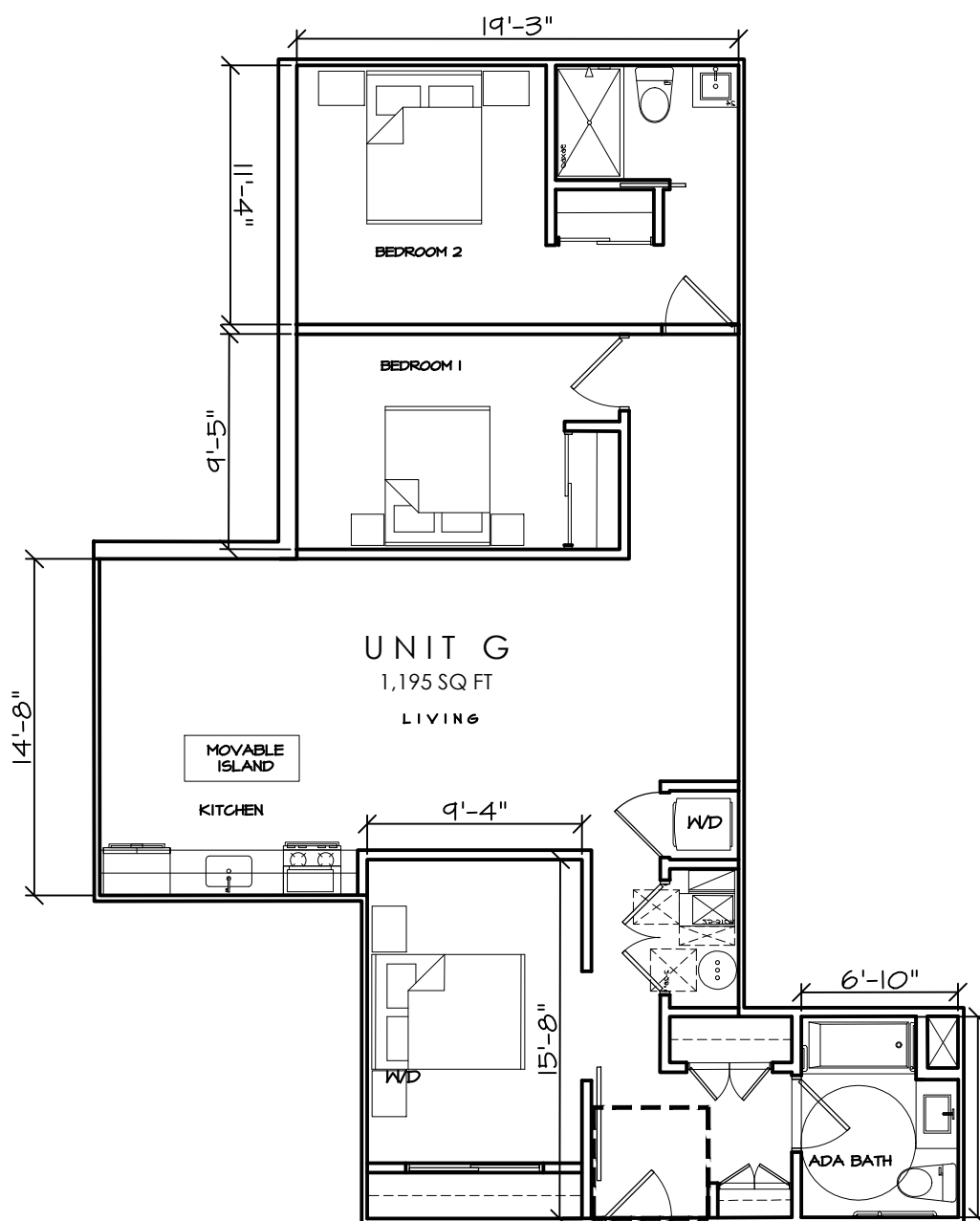
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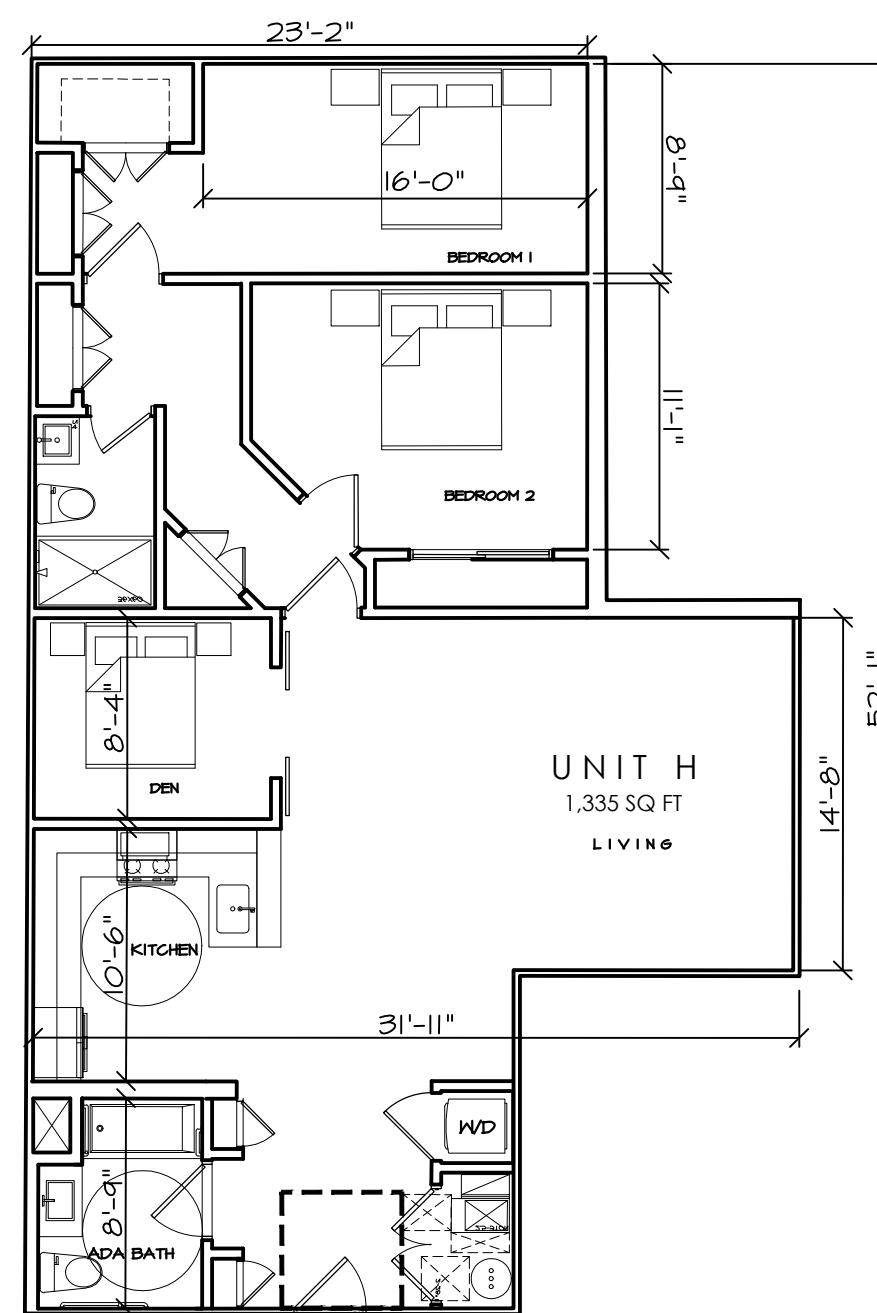
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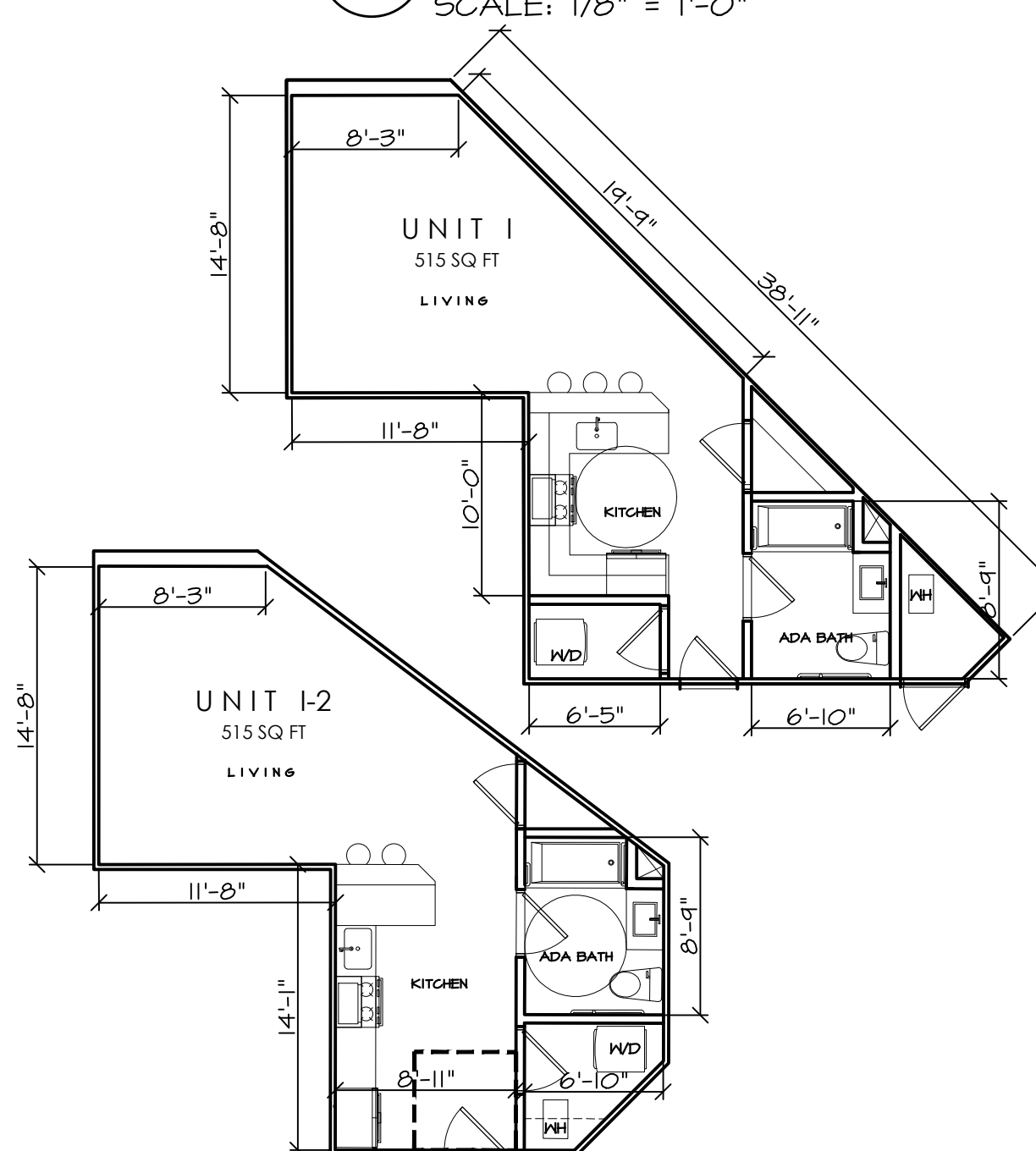
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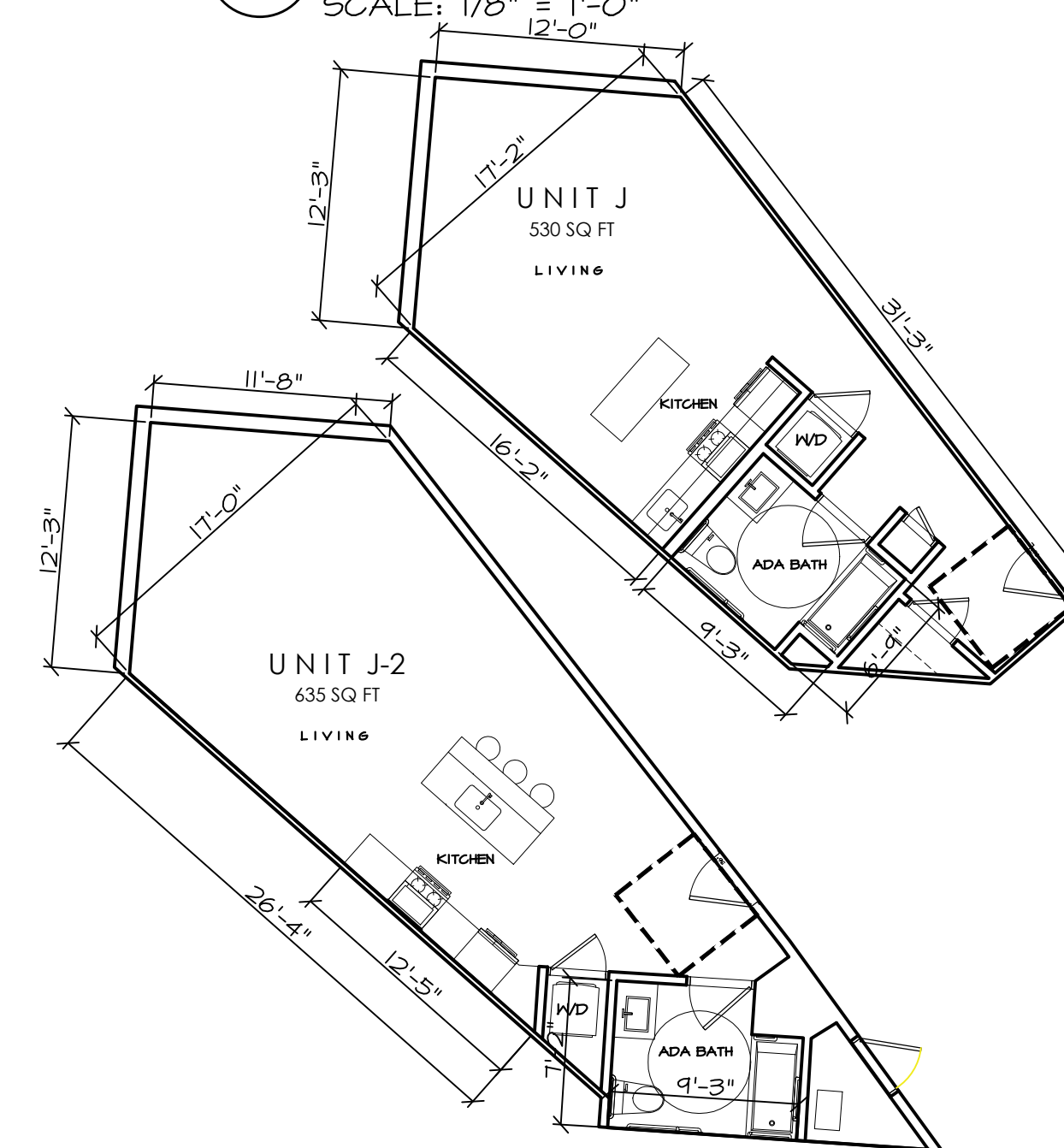
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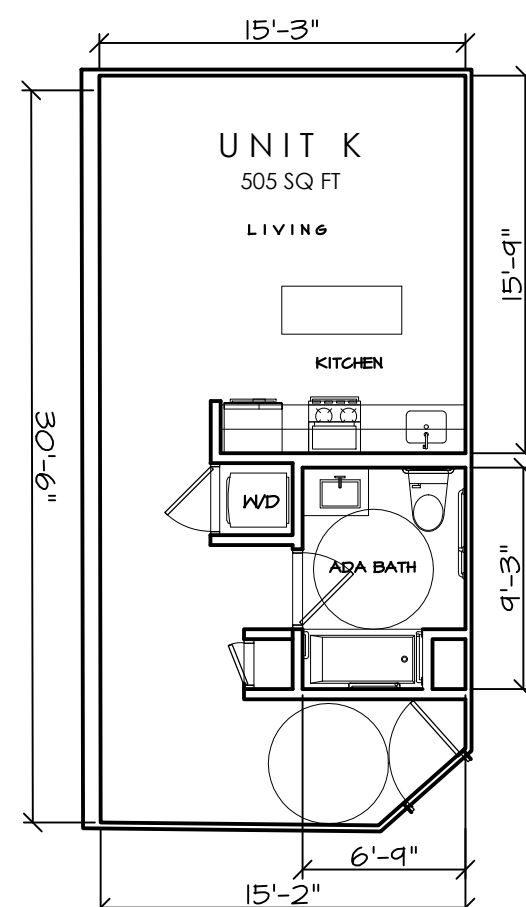
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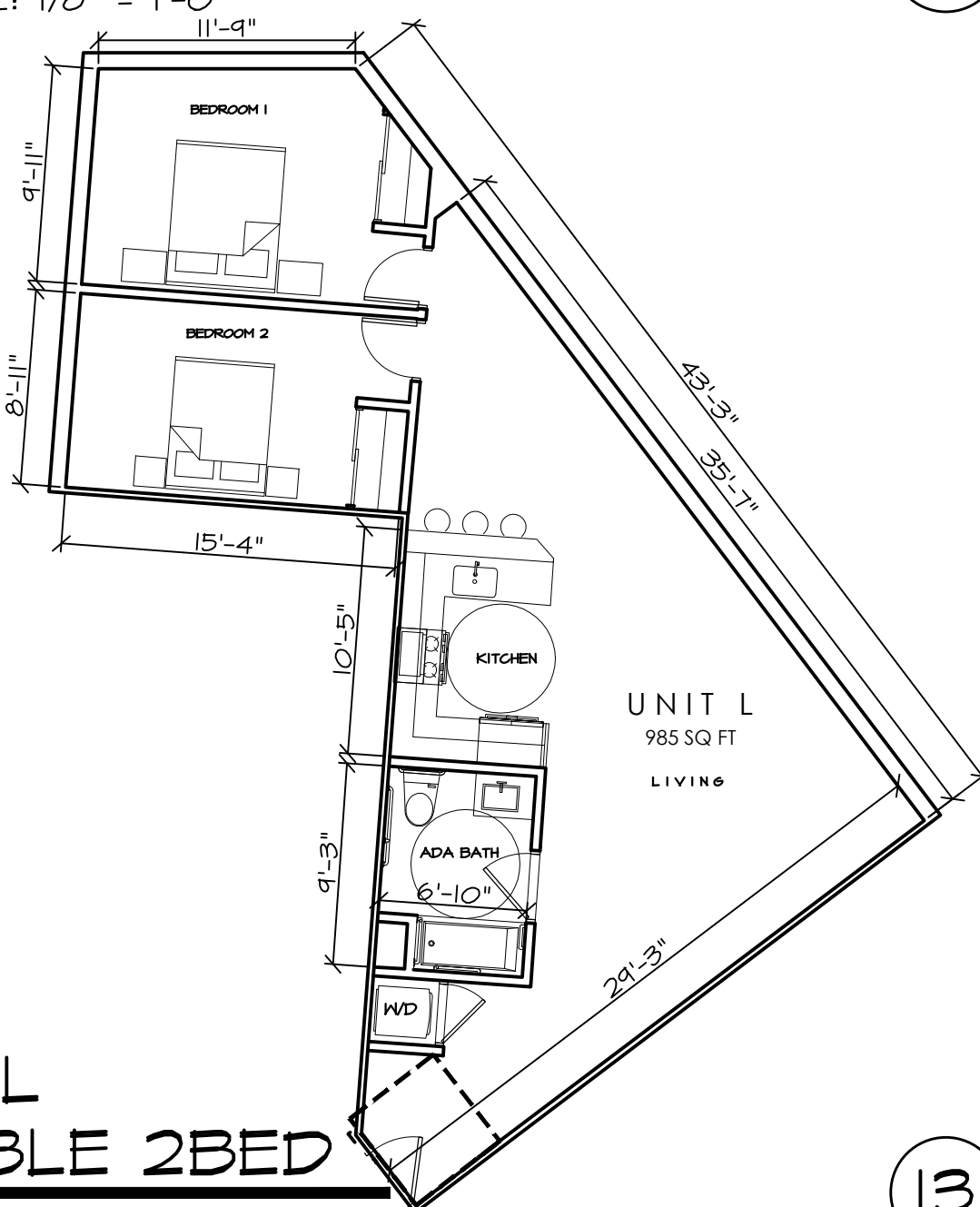
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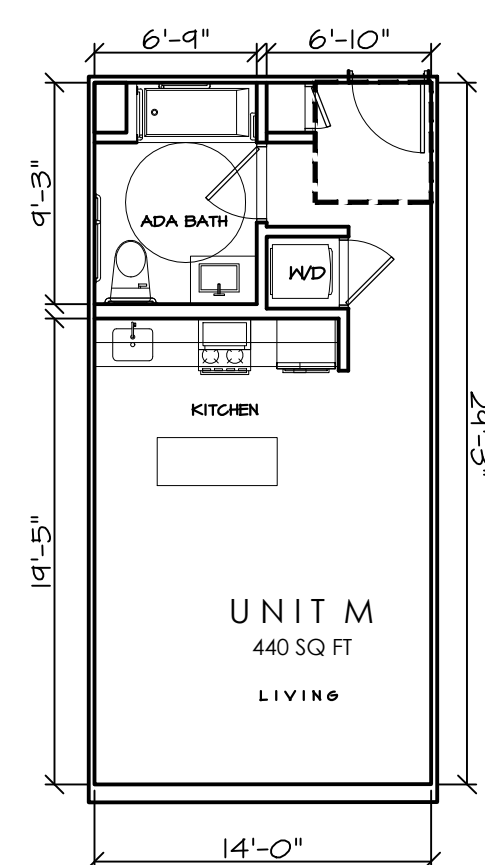
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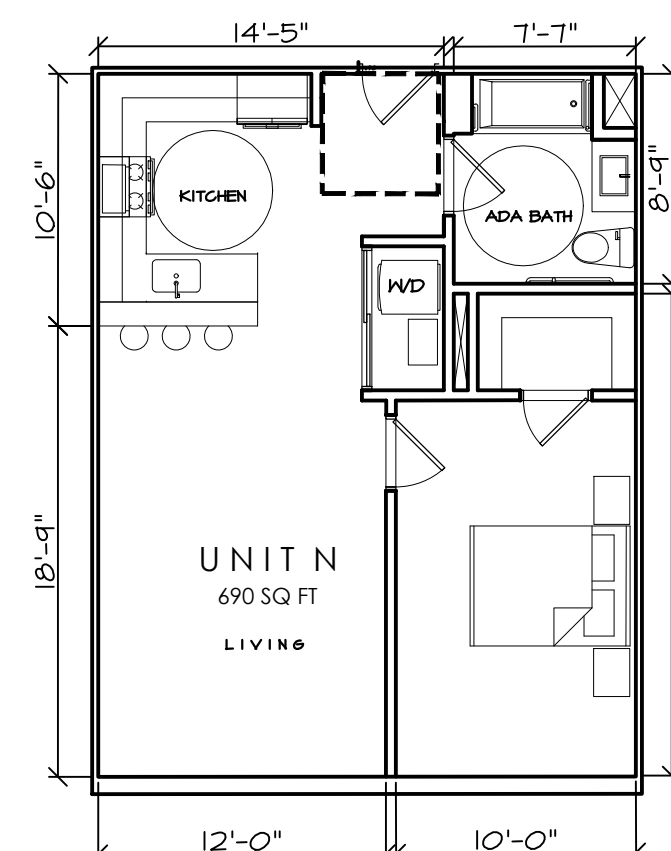
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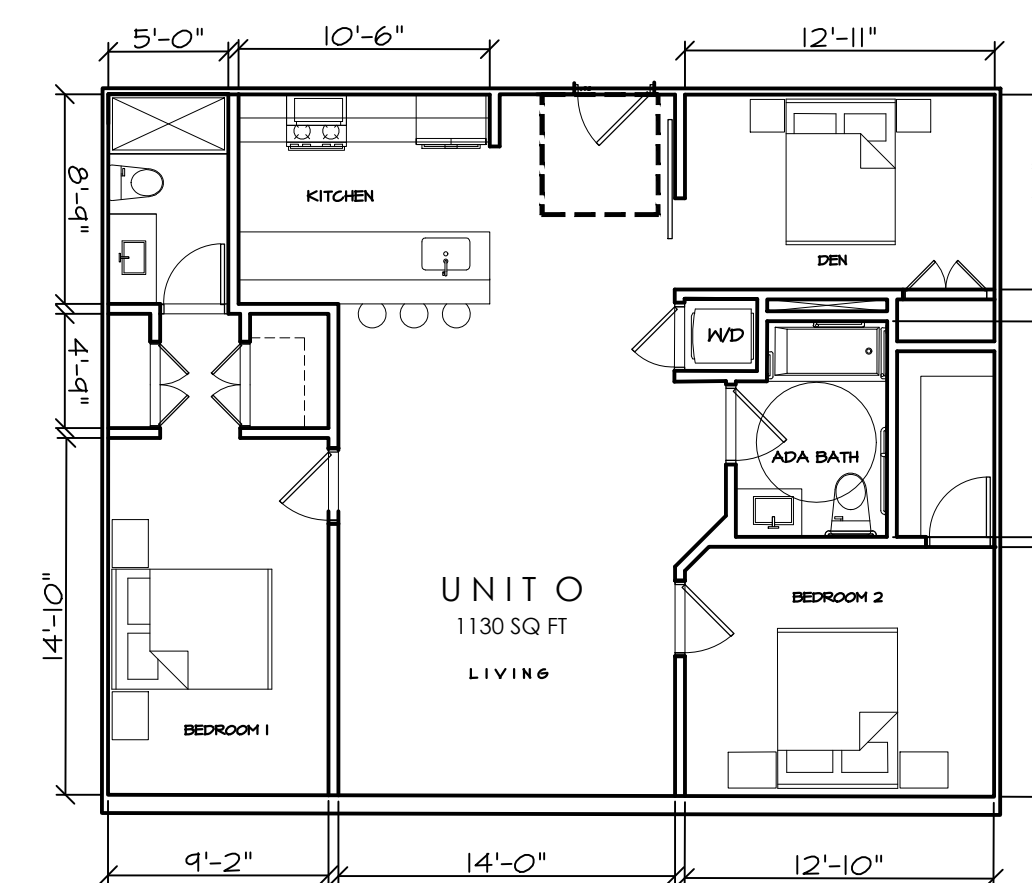
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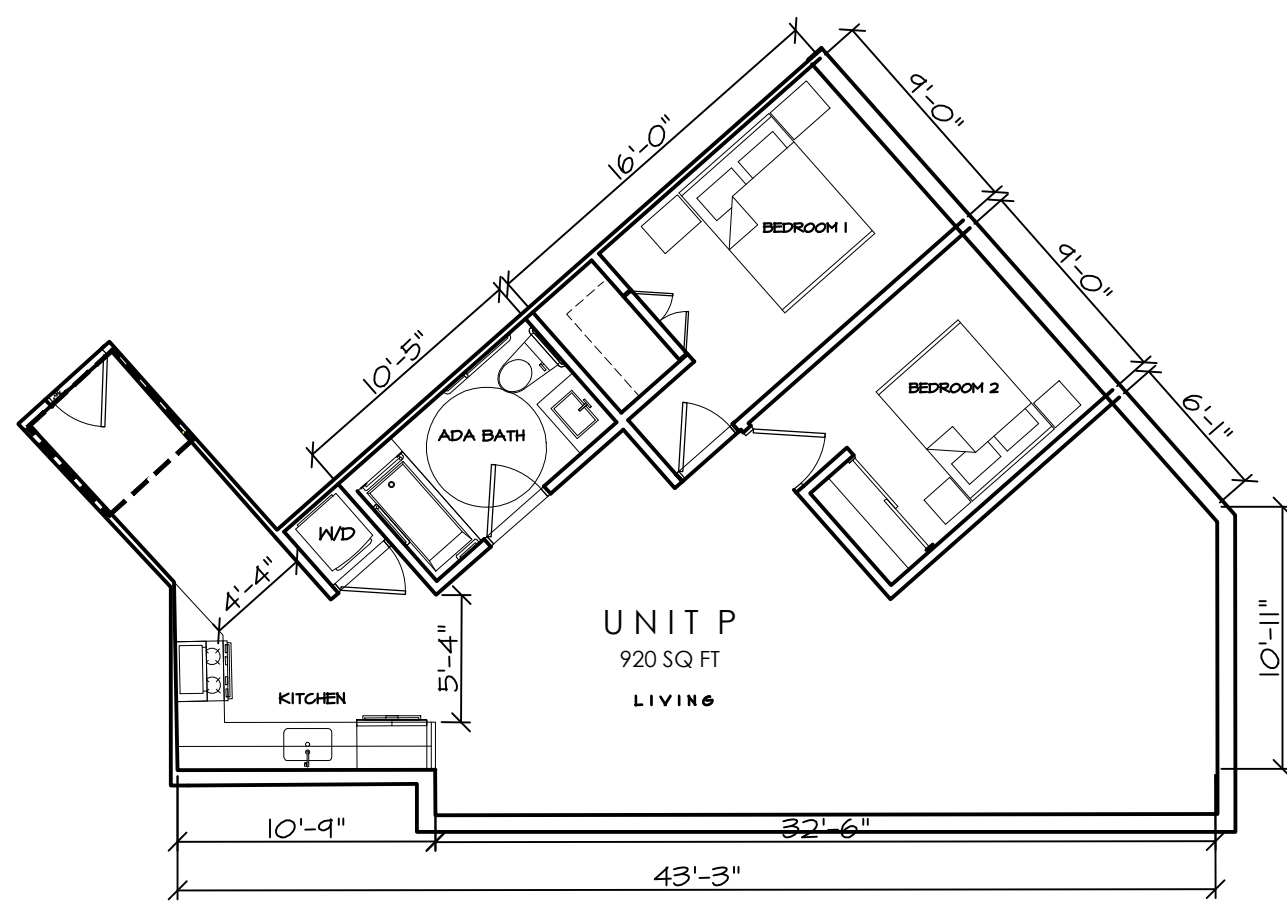
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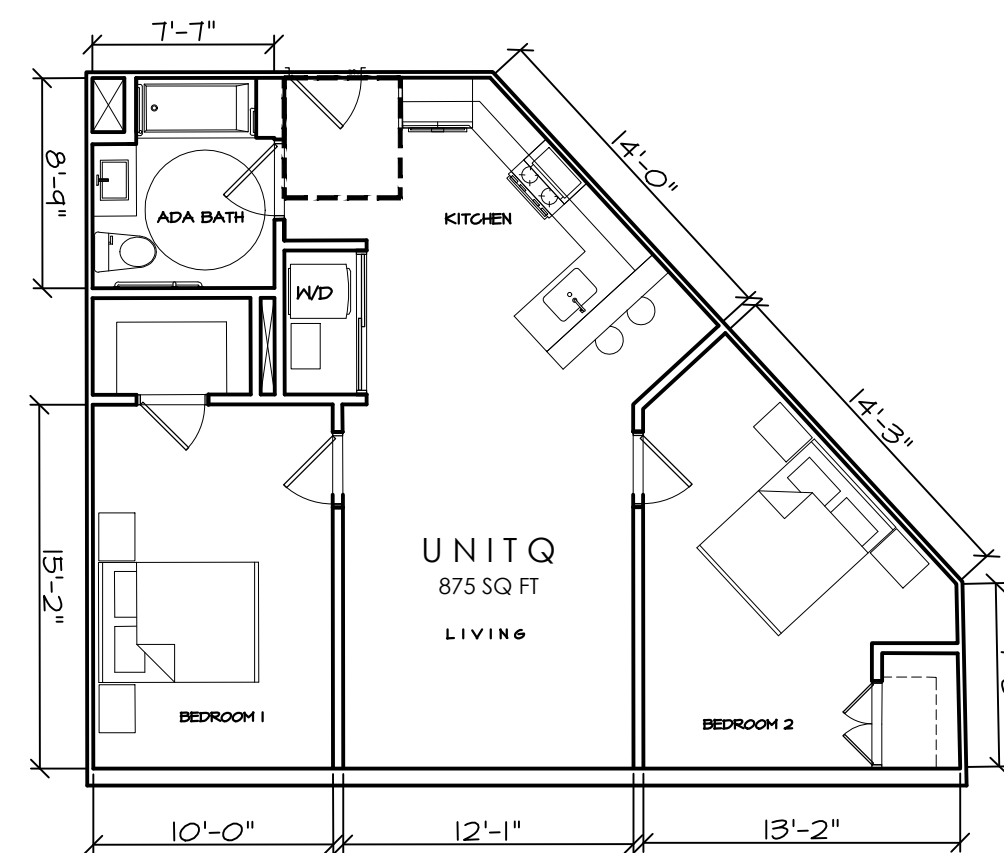
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Z-10

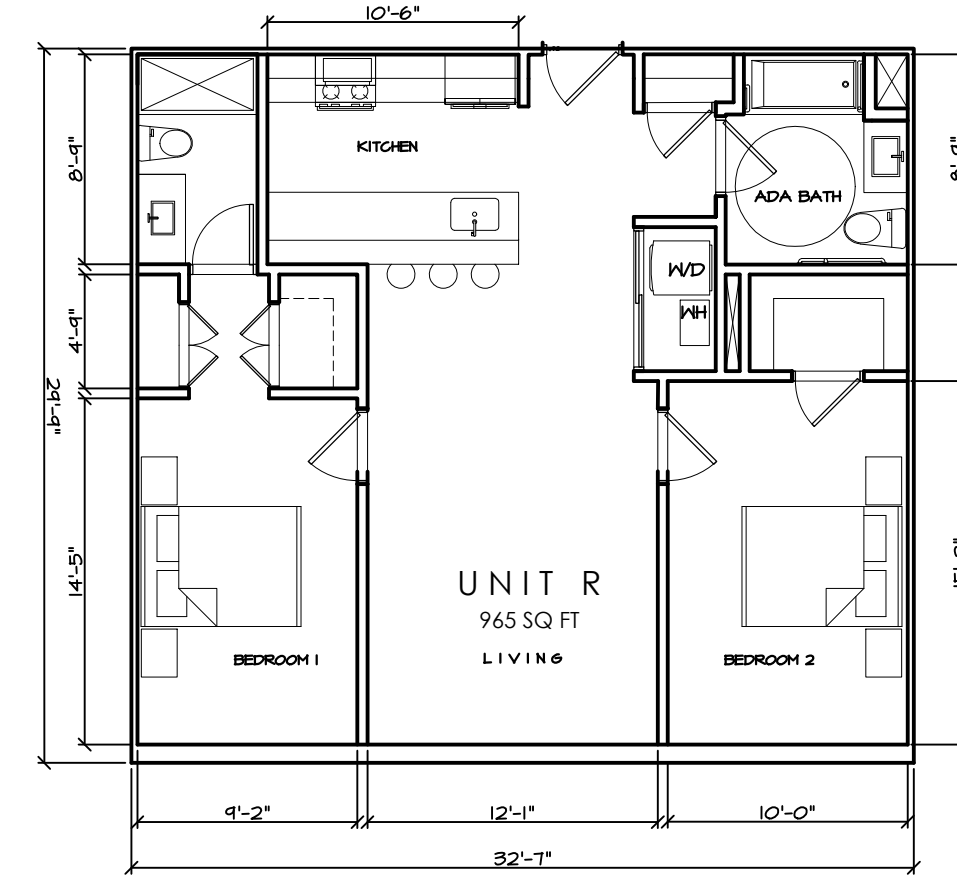
Attachment: Final Revised Set of Drawings (recvd 010621) (2023-56 : Presentation of 2-12 Memorial Drive, 900-906 Springwood Drive (Block 705, Lots 1-4))



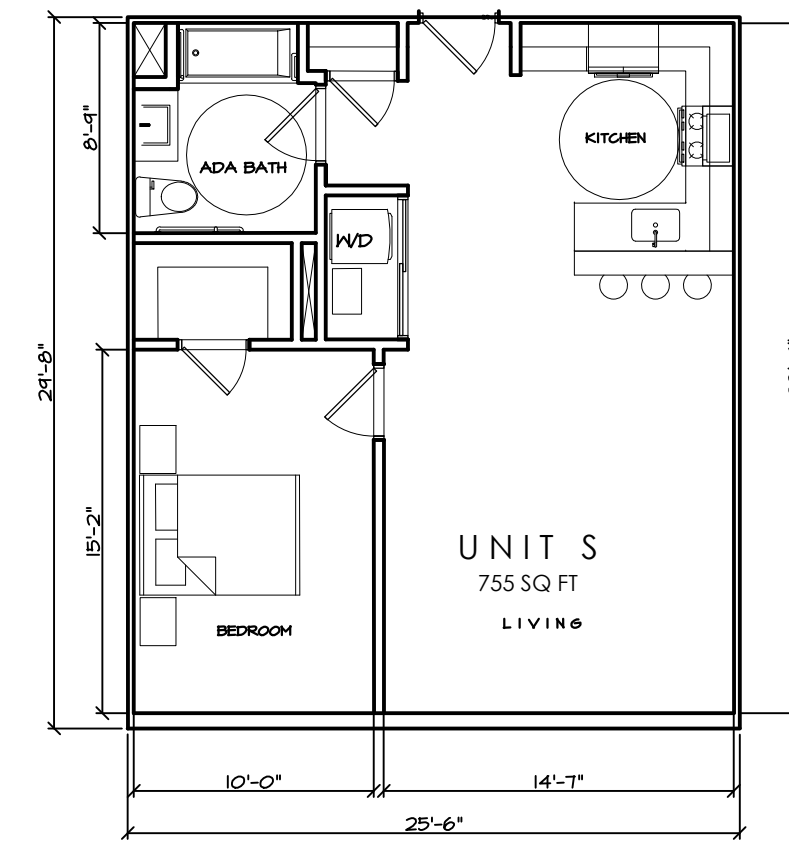
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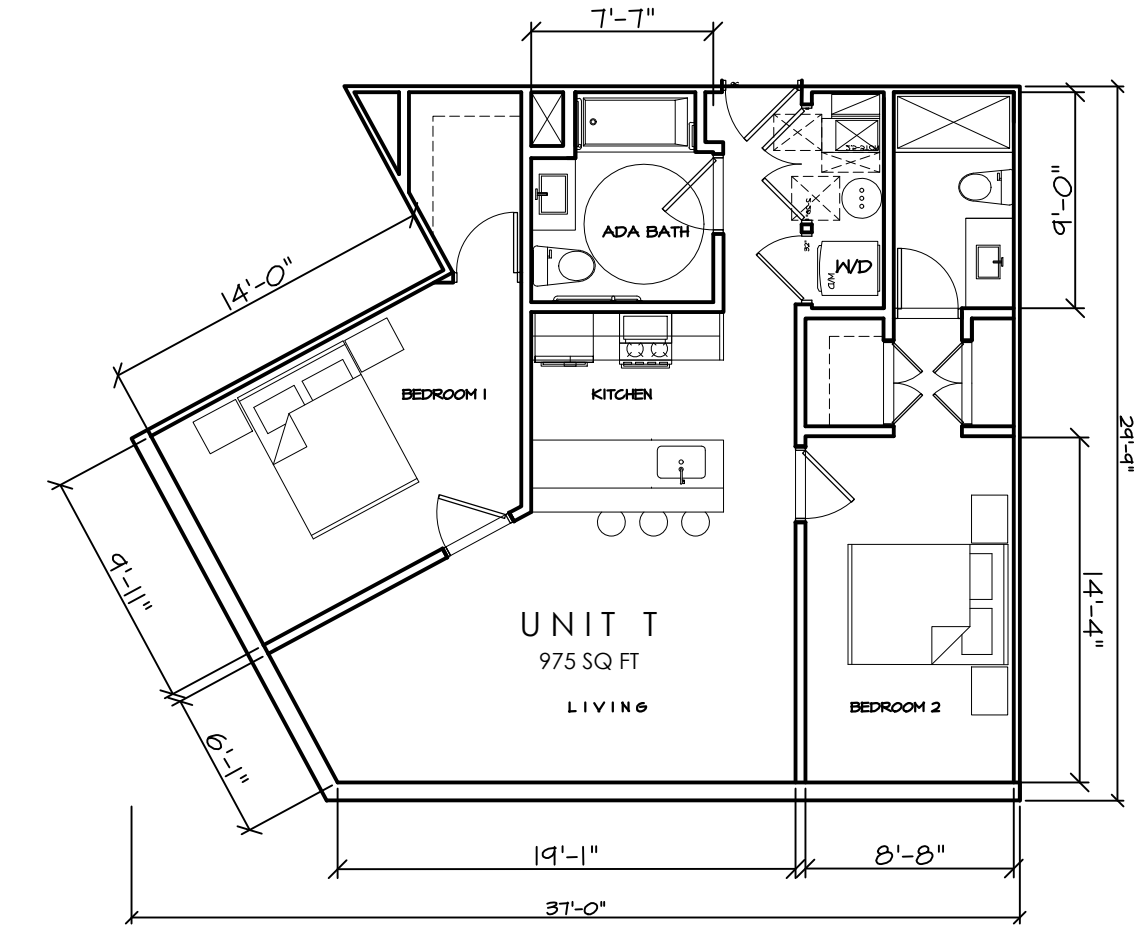
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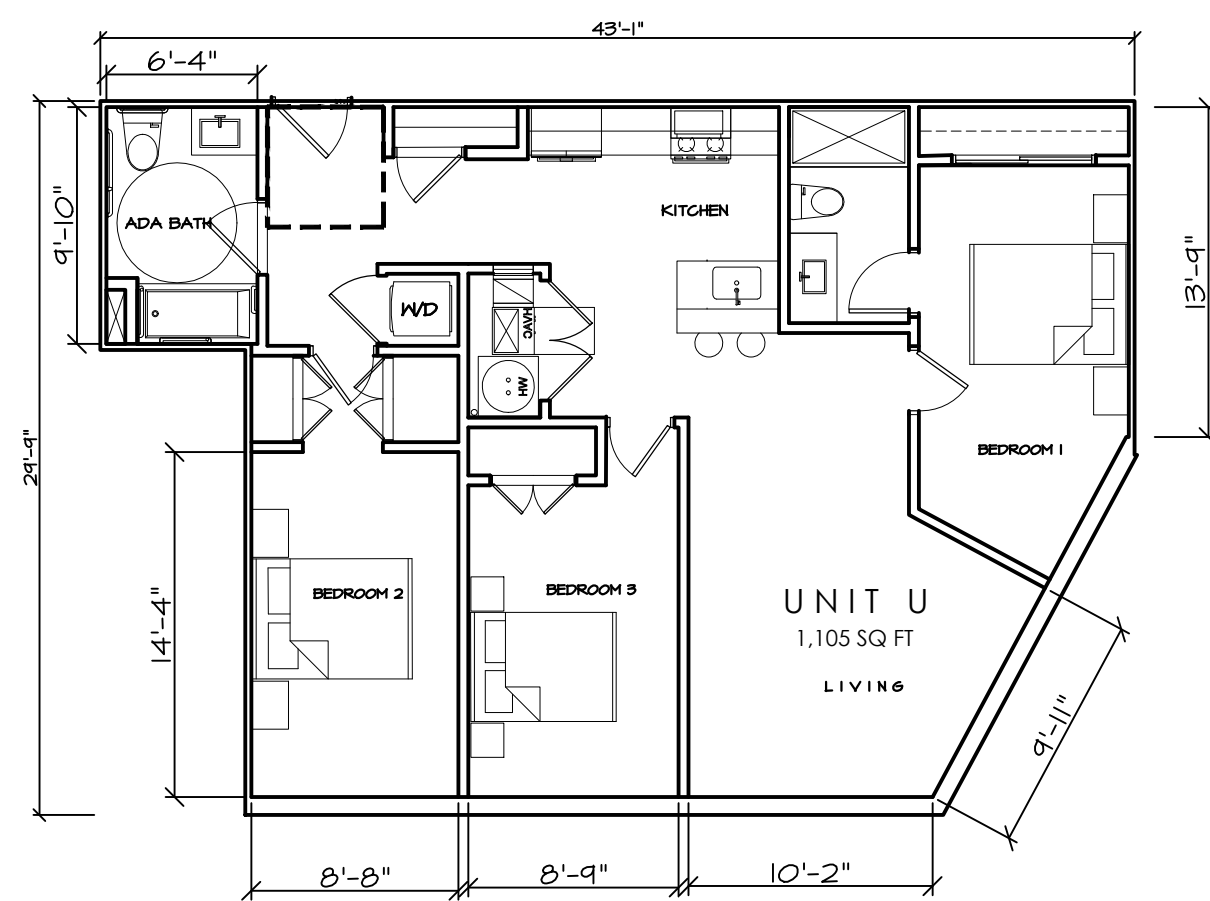
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2BED
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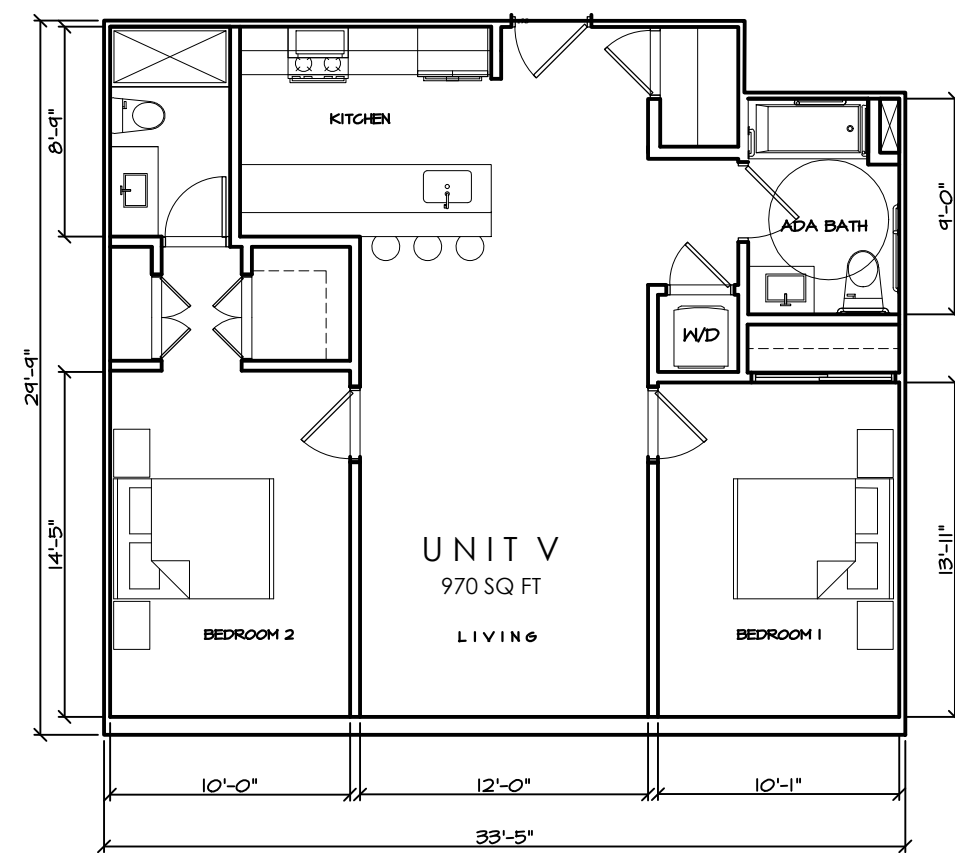
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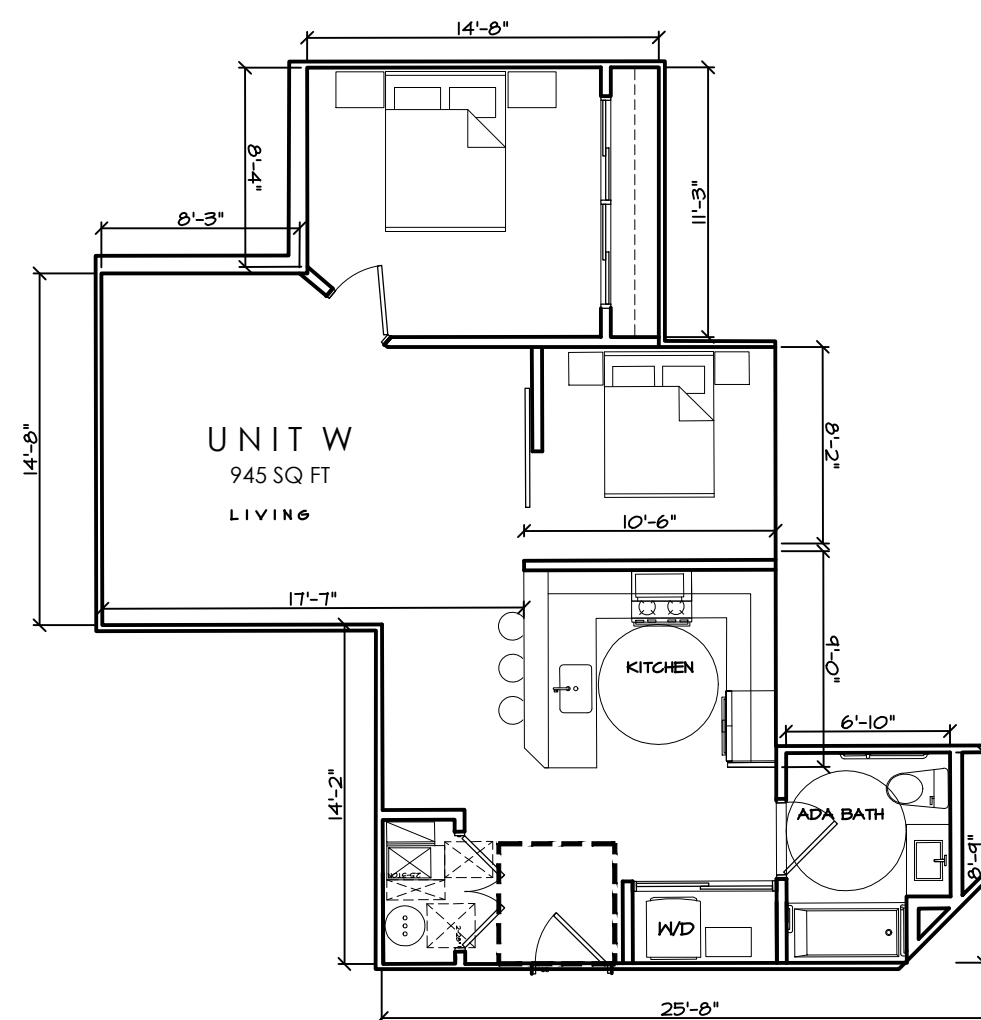
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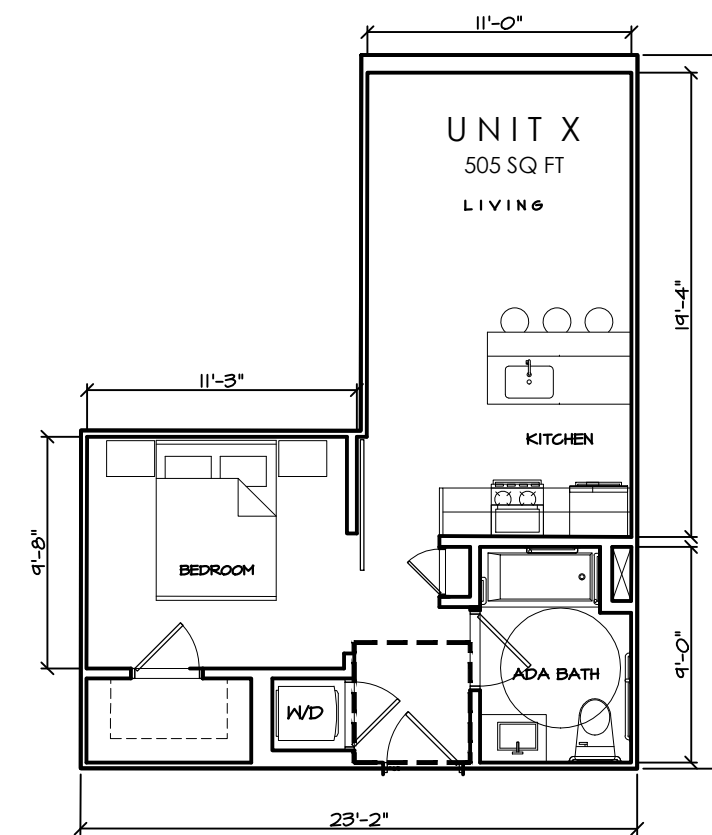
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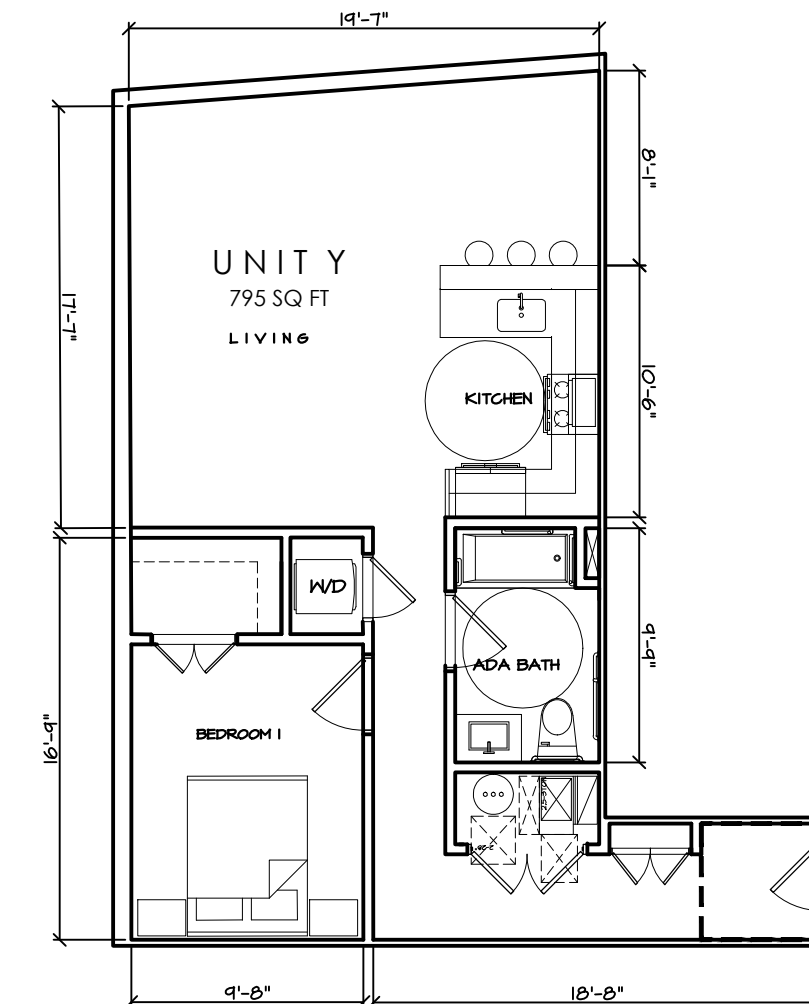
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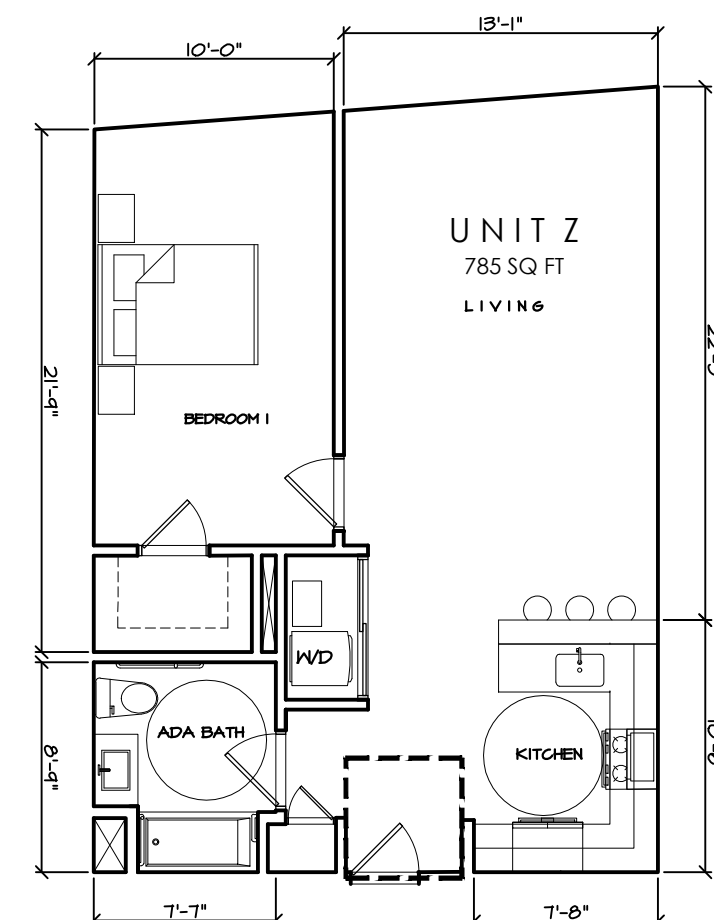
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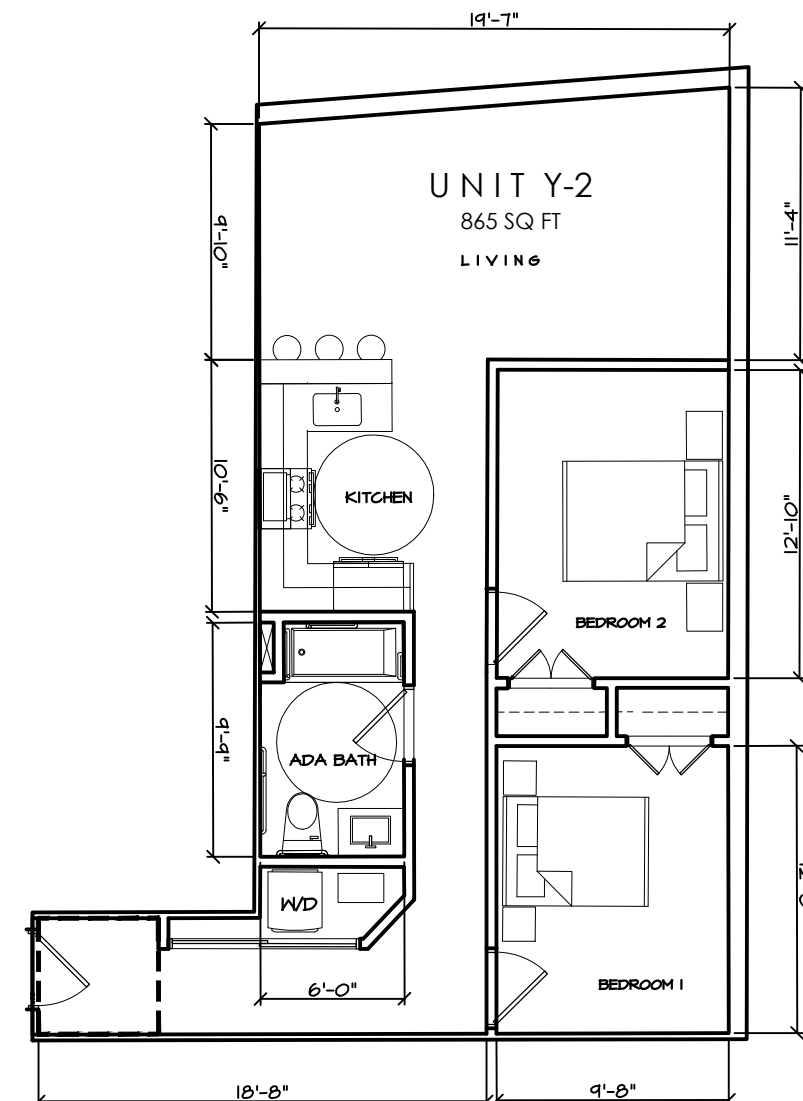
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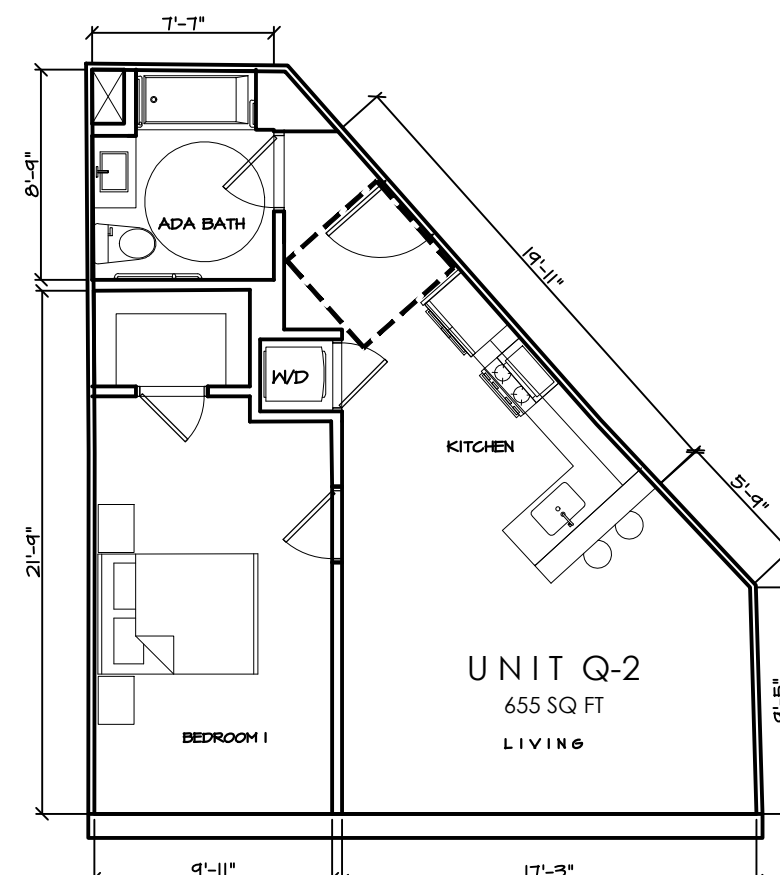
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1BED
SCALE: 1/8" = 1'-0"



11 UNIT TYPE Z
1BED
SCALE: 1/8" = 1'-0"



12 UNIT TYPE Y-2
2BED
SCALE: 1/8" = 1'-0"



13 UNIT TYPE Q-2
1BED
SCALE: 1/8" = 1'-0"

MVMK

Minervini Vandermark Melia Kelly

Architecture + Design

360 14th St., Hoboken, NJ, 07030

T. 201-386-0637

E. info@mvmkarchitecture.com

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900-904 SPRINGWOOD AVENUE
CITY OF ASBURY PARK,
MONMOUTH CO., NJ
LOTS 1,2,3 & 4, BLOCK 705

Project Description

PROPOSED 4 STORY MULTIFAMILY BUILDING WITH STREET LEVEL RETAIL, COMMERCIAL SPACE, 92 UNITS AND 110 PARKING SPACES

Applicant

MEMORIAL AVE HOLDINGS LLC

Project Number: 21-1535

Drawn by : JL / EH

Checked by : FJM, ACSV

Scale : As Noted

Sheet Title

TYPICAL UNIT FLOOR PLANS

Sheet Number

Z-11

SEAL

Frank J. Minervini, AIA

NJ License # 12576

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 UNITS AND 110 PARKING SPACES

Applicant
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 Drawn by : JL / EH
 Checked by : FJM, ACV
 Scale : As Noted

Sheet Title

ELEVATIONS

Sheet Number

Z-12



MEMORIAL DRIVE ELEVATION 1

SCALE: 1/8" = 1'-0"

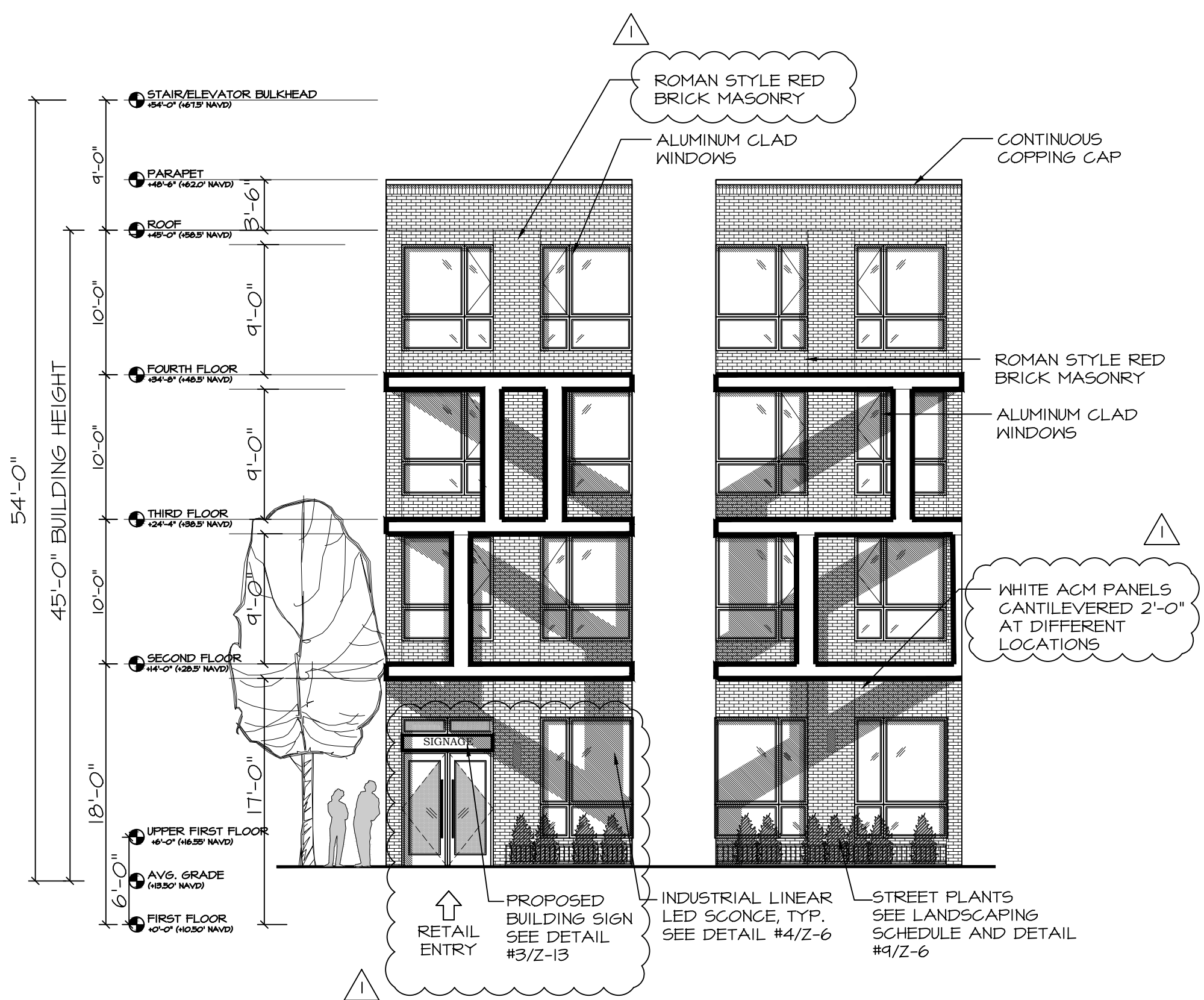


MEMORIAL DRIVE ELEVATION 2

SCALE: 1/8" = 1'-0"

CORNER ELEVATION

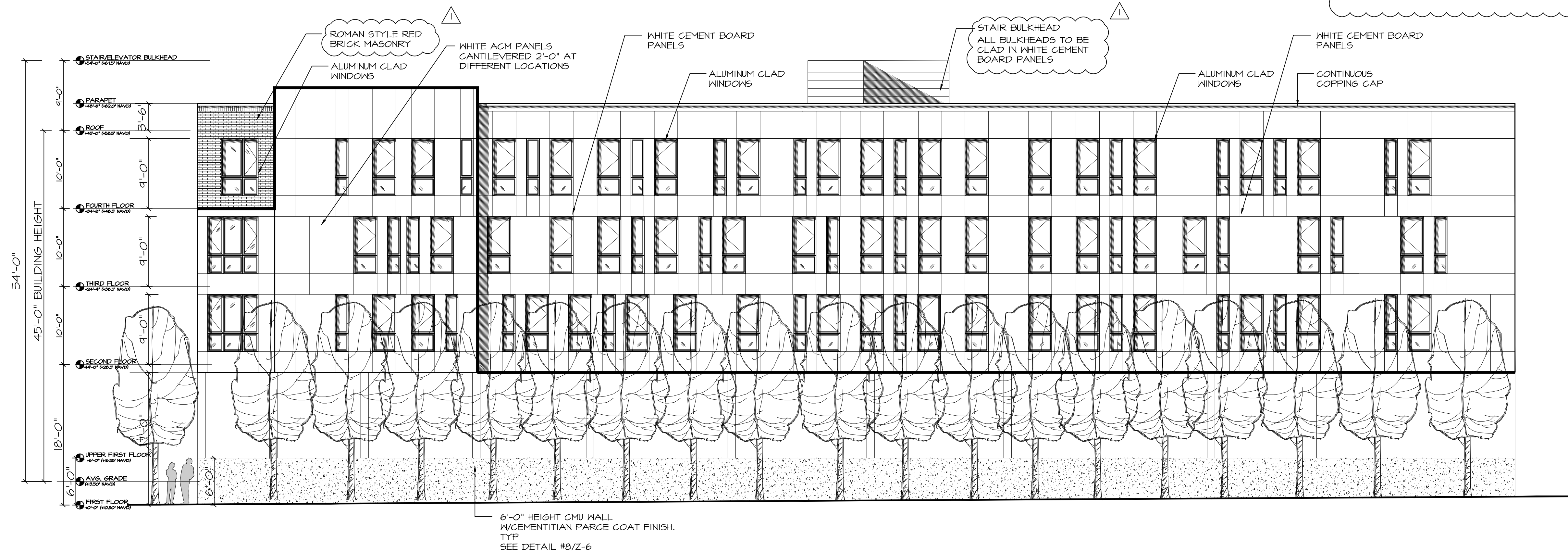
SCALE: 1/16" = 1'-0"





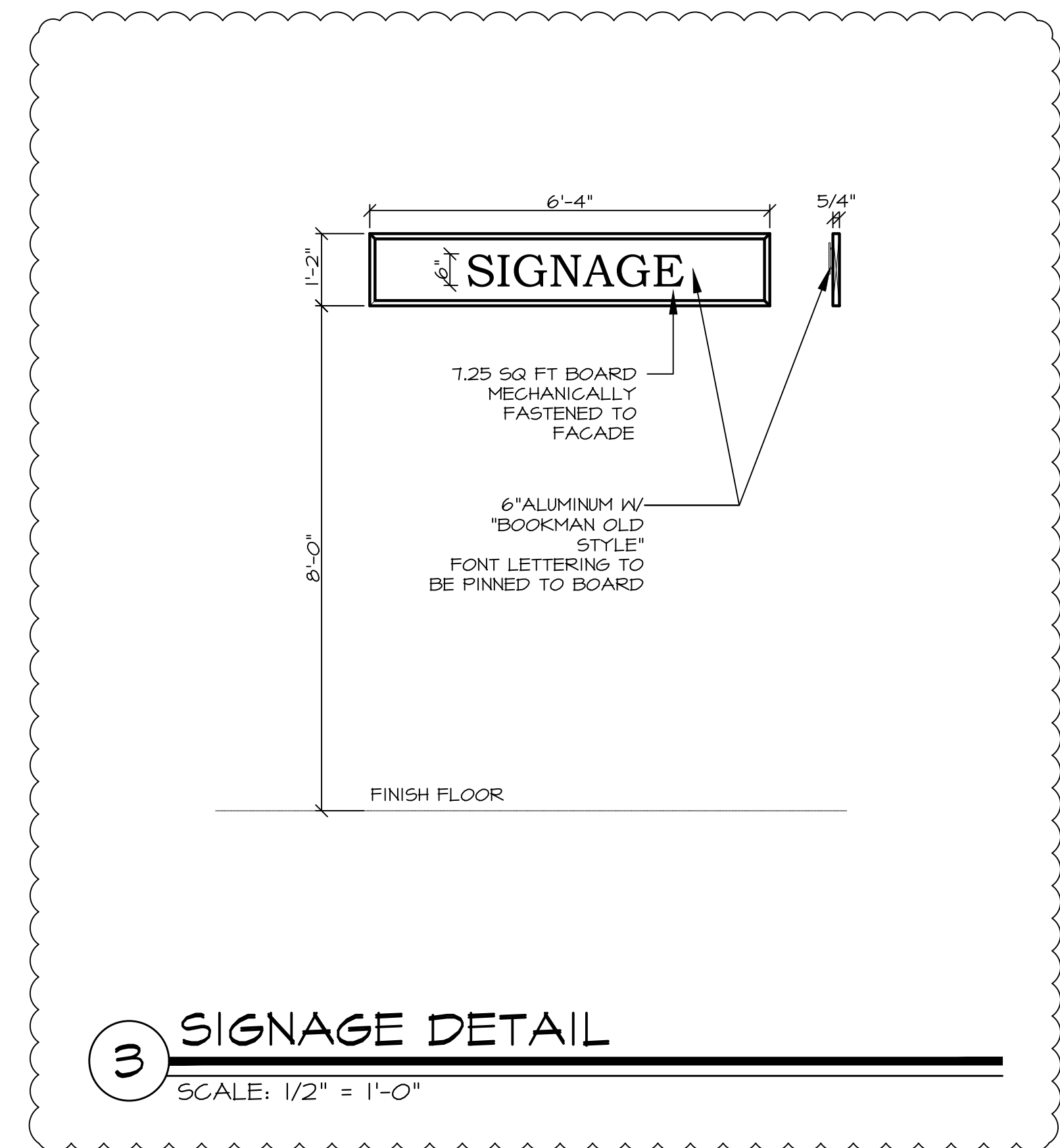
1 SPRINGWOOD AVE ELEVATION

SCALE: 1/8" = 1'-0"



2 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



3 SIGNAGE DETAIL

SCALE: 1/2" = 1'-0"

MVMK

Minervini Vandermark Melia Kelly

Architecture + Design

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Adrian Melia, AIA

NJ License # 18738

Ciaran Kelly, AIA

NJ License # 18866

1 11/22/2021 FINAL REVISED SET

0 09/02/2021 ZONING SET

Date Issue

Project Title

900-904 SPRINGWOOD

AVENUE

CITY OF ASBURY PARK,

MONMOUTH CO., NJ

LOTS 1,2,3 & 4, BLOCK 705

Project Description

PROPOSED 4 STORY MULTIFAMILY

BUILDING WITH STREET LEVEL

RETAIL, COMMERCIAL SPACE, 92

UNITS AND 110 PARKING SPACES

Applicant

MEMORIAL AVE HOLDINGS LLC

Project Number: 21-1535

Drawn by : JL / EH

Checked by : FJM, ACV

Scale : As Noted

Sheet Title

ELEVATIONS

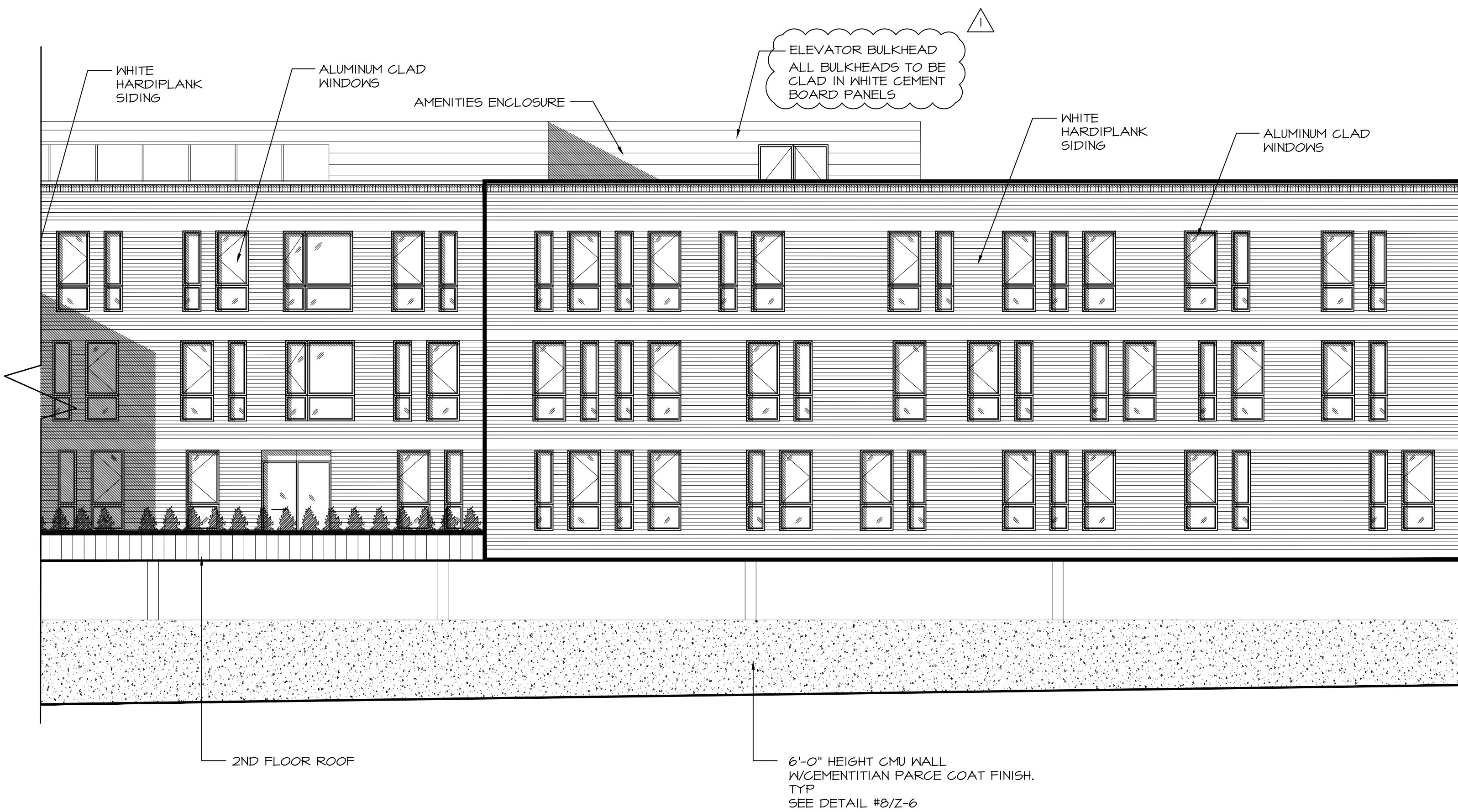
Sheet Number

Z-13



REAR ELEVATION 1

SCALE: 1/8" = 1'-0"



REAR ELEVATION 2

SCALE: 1/8" = 1'-0"

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1	11/22/2021	FINAL REVISED SET
0	09/02/2021	ZONING SET
#	Date	Issue

Project Title

900-904 SPRINGWOOD

AVENUE

CITY OF ASBURY PARK,

MONMOUTH CO., NJ

LOTS 1,2,3 & 4, BLOCK 705

Project Description

PROPOSED 4 STORY MULTIFAMILY

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UNITS AND 110 PARKING SPACES

Applicant

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Project Number: 21-1535

Drawn by : JL / EH

Checked by : FJM, ACV

Scale : As Noted

Sheet Title

ELEVATIONS

Sheet Number

Z-14

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Ciaran Kelly, AIA
NJ License # 18866

Architectural elevation drawing of the rear facade of the building. The drawing shows the building's profile with various window types and materials. Key labels include:

- WHITE HARDPLANK SIDING
- CONTINUOUS COPPING CAP
- ALUMINUM CLAD WINDOWS
- STAIR/ELEVATOR BULKHEAD (54'-0" (41'3" HANG))
- PARAPET (44'-0" (40'2" HANG))
- ROOF (44'-0" (40'2" HANG))
- FOURTH FLOOR (34'-0" (40'3" HANG))
- THIRD FLOOR (24'-0" (40'3" HANG))
- SECOND FLOOR (14'-0" (40'3" HANG))
- UPPER FIRST FLOOR (4'-0" (40'3" HANG))
- AVG. GRADE (40'3" HANG)
- FIRST FLOOR (40'3" HANG)

The total building height is indicated as 54'-0". The drawing also shows the ground level and the location of the building's entrance.

2 NORTH COURTYARD ELEVATION 2
SCALE: 1/8" = 1'-0"



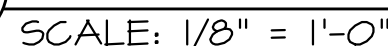
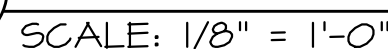
4 SOUTH COURTYARD ELEVATION 2
SCALE: 1/8" = 1'-0"

Sheet Title

Sheet Number

Z-15

Attachment: Final Revised Set of Drawings (recvd 010621) (2023-56 : Presentation of 2-12 Memorial Drive, 900-906 Springwood Drive (Block 705, Lots 1-4))

210



1 AERIAL VIEW
SCALE: NTS



2 EAST VIEW FROM RAILROAD
SCALE: NTS



3 SPRINGWOOD/RAILROAD LOOKING WEST
SCALE: NTS



4 WEST VIEW FROM MEMORIAL AVE
SCALE: NTS



5 EAST VIEW FROM RAILROAD
SCALE: NTS



6 MEMORIAL AVE/SPRINGWOOD AVE CORNER
SCALE: NTS



7 MEMORIAL AVE/SPRINGWOOD AVE CORNER
SCALE: NTS



8 EAST CORNER AERIAL VIEW
SCALE: NTS



9 NORTH CORNER AERIAL VIEW
SCALE: NTS

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1	11/22/2021	FINAL REVISED SET
0	09/02/2021	ZONING SET
#	Date	Issue

Project Title
900-904 SPRINGWOOD AVENUE
CITY OF ASBURY PARK,
MONMOUTH CO., NJ
LOTS 1,2,3 & 4, BLOCK 705

Project Description
PROPOSED 4 STORY MULTIFAMILY
BUILDING WITH STREET LEVEL
RETAIL, COMMERCIAL SPACE, 92
UNITS AND 110 PARKING SPACES

Applicant
MEMORIAL AVE HOLDINGS LLC

Project Number: 21-1535
Drawn by : JL / EH
Checked by : FJM, ACV
Scale : As Noted

Sheet Title

EXISTING
PHOTOGRAPHS

Sheet Number

Z-17

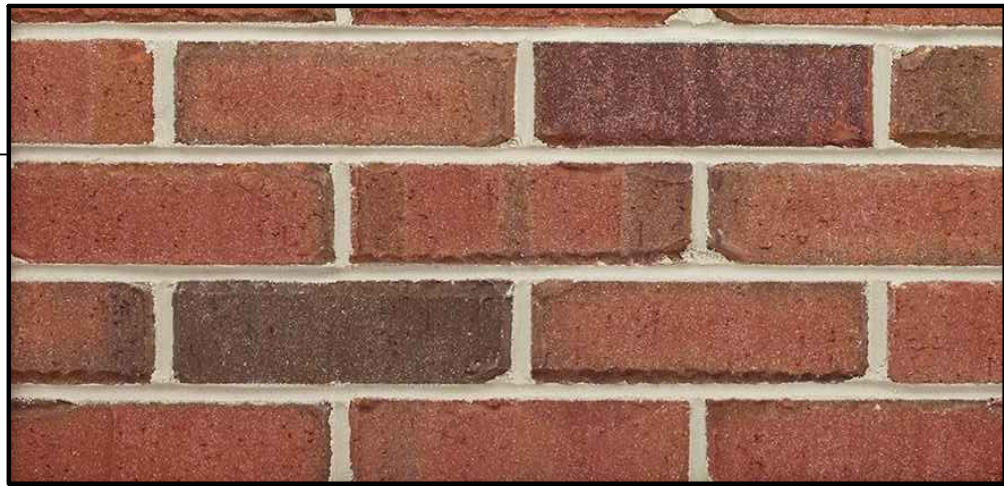
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NJ License # 18866



MODULAR BRICK IN RUNNING
BOND/ SOLDIER COURSE
MANUFACTURER: GLEN-GERY
COLOR: LAFAYETTE



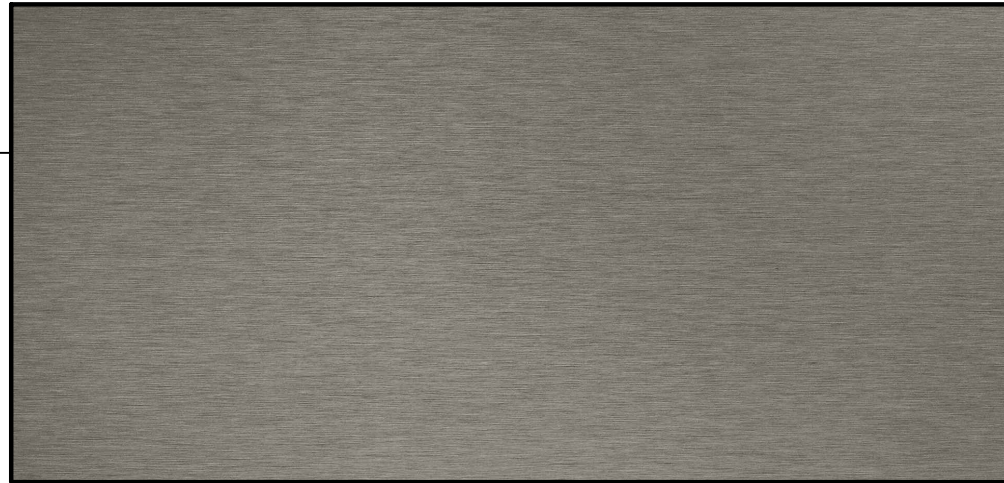
WHITE ACM PANEL
MANUFACTURER: ALUCOBOND 4mm
COLOR: PURE WHITE/RVN



BLUE ACM PANEL
MANUFACTURER: ALUCOBOND 4mm
COLOR: AZURE BLUE



FIBER CEMENT BOARD PANEL
MANUFACTURER: AFC CLADDING
COLOR: PR 222 PEARL



ALUMINUM WINDOW FRAME
MANUFACTURER: ALUCOBOND
COLOR: BRUSHED STAINLESS

1 MATERIAL BOARD

SCALE: N.T.S.

1	11/22/2021	FINAL REVISED SET
0	09/02/2021	ZONING SET
#	Date	Issue

Project Title
900-904 SPRINGWOOD AVENUE
CITY OF ASBURY PARK,
MONMOUTH CO., NJ
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Project Description
PROPOSED 4 STORY MULTIFAMILY
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Applicant
MEMORIAL AVE HOLDINGS LLC

Project Number: 21-1535
Drawn by : JL / EH
Checked by : FJM, ACV
Scale : As Noted

Sheet Title

MATERIAL BOARD

Sheet Number

Z-18

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Project Title
900-904 SPRINGWOOD AVENUE
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LOTS 1,2,3 & 4, BLOCK 705

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RETAIL, COMMERCIAL SPACE, 92
UNITS AND 110 PARKING SPACES

Applicant
MEMORIAL AVE HOLDINGS LLC

Project Number: 21-1535
Drawn by : JL / EH
Checked by : FJM, ACV
Scale : As Noted

Sheet Title

BUILDING RENDERING

Sheet Number

Z-19



MVMK
Minervini Vandermark Melia Kelly

1 MEMORIAL- SPRINGWOOD AVE CORNER VIEW RENDERING
SCALE: N.T.S.

Attachment: Final Revised Set of Drawings (rec'd 01/06/21) (2023-56 : Presentation of 2-12 Memorial Drive, 900-906 Springwood Drive (Block 705, Lots 1-4))



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

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Donna Vieiro	City Manager	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:

Minutes Acceptance: Minutes of Jul 12, 2023 6:00 PM (Minutes)

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

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

CONSENT AGENDA RESOLUTIONS

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

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

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

RESULT:	ADOPTED [3 TO 2]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton
NAYS:	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

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

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

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	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.

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

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

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

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

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

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.

RESULT:	ADOPTED [3 TO 2]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	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.

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

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

Lisa Esposito, City Clerk

Minutes Acceptance: Minutes of Jul 12, 2023 6:00 PM (Minutes)



RESOLUTION NO. 2023-376

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

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on July 26, 2023 the following Special Events Applications were presented for approval by the Director of Recreation:

1. National Night Out
2. Mayor's Wellness event
3. Quality of Life event

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-376 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.


Lisa Esposito, City Clerk 7/27/2023

LISA ESPOSITO

CITY CLERK



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: August 1, 2023 Rain Date: None

Time of Event: 500P to 800P Setup time: 100PM Break-down time: 800pm

Name of Event: National Night Out - Asbury Park

Location of Event: Springwood Park

Type of Event (check all that apply):

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

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



DPW

3.C.1.a

Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK**SPECIAL EVENT APPLICATION FORM**

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

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

Date of Event: 8/8/2023 Rain Date: _____

Time of Event: 4pm to 8pm Setup time: 3pm Break-down time: 7:45pm

Name of Event: Mayor's Wellness - Stigma Free Substance
misuse

Location of Event: 130 main st & Sunset park

Type of Event (check all that apply):

- ☐ Festival
☐ Wedding*

- ☐ Bike Ride/Race
☐ Rally/Demonstration

- ☐ Parade
☐ Beach Event
☐ Triathlon
☐ Swim Event

- ☐ Foot Race
☐ Concert
☐ Multi Day Event

☒ Other: Health fair

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

Attachment: cm 726 (2023-376 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: Oct 7, 2023 Rain Date: Oct 14, 2023
 Time of Event: 11 AM to 3 PM Setup time: 9 AM Break-down time: 3 PM
 Name of Event: Quality of Life Community Festival
 Location of Event: Springwood Park

Type of Event (check all that apply):

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

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



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-377

Grant for Stormwater Assistance from DEP



RESOLUTION NO. 2023-377

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$25,000. Which is now available from the NJDEP for the Stormwater Assistance Grant.

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

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

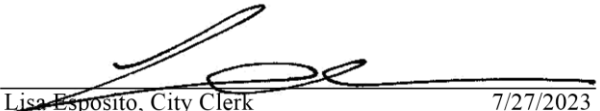
NJDEP Stormwater Assistance Grant

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION

NO. 2023-377 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.



Lisa Esposito, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-378

Add 2022 Justice Assistance Grant to the 2023 Budget in the amount of \$60,486



RESOLUTION NO. 2023-378

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$60,486. Which is now available from the US Department of Justice - Justice Assistance Grant

BE IT FURTHER RESOLVED, that a like sum of \$60,486.00 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

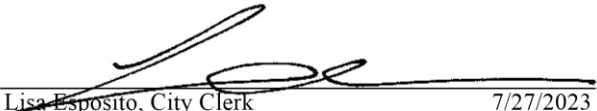
Justice Assistance Grant

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION

NO. 2023-378 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.



Lisa Esposito, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-379

Appointments to the Asbury Park TV Committee: Angela Ahbez-Anderson



RESOLUTION NO. 2023-379

**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>
Angela Ahbez-Anderson	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. 2023-379 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.



~~Lisa Esposito~~, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-380

Appointment to the Mayor's Wellness Committee: Ross Brown



RESOLUTION NO. 2023-380

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

RESOLUTION AUTHORIZING AN APPOINTMENT TO THE MAYOR'S WELLNESS COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Mayor’s Wellness Committee” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to provide a community initiative to champion healthy and active living within the City of Asbury Park and improve overall health within the community; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law.

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. A “Mayor’s Wellness Committee” is hereby established in and for the City, in accordance with the terms and conditions referenced above.

2. The following individuals are hereby appointed to serve on the Committee:

Appointee
Ross Brown

Term to Expire
12/31/2023

3. A certified copy of this Resolution shall be provided to all appointed members 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. 2023-380 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.



Lisa Esposito, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-381

Appointments to the Planning Board: Pedro Trivella



RESOLUTION NO. 2023-381

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

RESOLUTION AUTHORIZING APPOINTMENTS TO THE PLANNING BOARD

WHEREAS, pursuant to N.J.S.A. 40:55D-23, et seq., and Section 30-21, *et seq.*, of the Asbury Park City Code, a Planning Board has been established within the City consisting of nine (9) regular members that are segregated into four (4) separate Classes, and two (2) alternate members; and

WHEREAS, the Mayor and Council must appoint one (1) Class III member of the Planning Board, constituting a member of the Governing Body to be appointed by it; and

WHEREAS, the Mayor and Council must also appoint certain Class IV citizen members to the Planning Board, along with certain alternate members (who shall also meet the qualifications of Class IV members); and

WHEREAS, with the above in mind, the Mayor and Council wish to make the following appointment to the Planning Board, effective as of July 26, 2023.

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

1. That, effective as of July 26, 2023, the following citizen of the city of Asbury Park is hereby appointed as an Alternate member of the Planning Board:

Pedro Trivella - Alternate#2-Term to expire on **December 31, 2023**

A certified copy of this Resolution shall be provided to each of the following:

- a. Each Appointee referenced above.
- b. Planning Board Secretary
- c. 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. 2023-381 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.



Lisa Esposito, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-382

Resolution authorizing the payment of bills in the amount of \$3,026,136.73



RESOLUTION NO. 2023-382

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$3,026,136.73

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

CURRENT VOUCHERS	\$ 1,578,074.13
COUNTY TAXES	<u>1,448,062.60</u>
TOTAL VOUCHERS	\$ <u>3,026,136.73</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. 2023-382 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.


Lisa Esposito, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK

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

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

2-01-20-100-000-207	ADMINISTRATION Contractual					
VCOMM005 V-COMM LLC	22-03549 DECEMBER 2023 SERVICES			962.50	0.00	B
	Extd Total: ADMINISTRATION			962.50		
	Department Total: ADMINISTRATION			962.50		

Department: FINANCE
 Extd: FINANCIAL ADMINISTRATION

2-01-20-130-000-223	FINANCE Condo Reimbursements					
70270009 702 - 704 5TH AVENUE APTS LLC	23-00061 4th Q 2022 Trash Reimbursement			2,175.17	0.00	
1215S005 1215 Springwood LLC	23-02088 2022 Condo Trash Reimburse.			4,330.32	0.00	
1266W005 1266 Washington Realty LLC	23-02089 2022 Condo Trash Reimb.			2,603.15	0.00	
				<u>9,108.64</u>		
	Extd Total: FINANCIAL ADMINISTRATION			9,108.64		
	Department Total: FINANCE			9,108.64		
	CAFR Total:			10,071.14		
	Fund Total: CURRENT			10,071.14		
	Year Total:			10,071.14		

Fund: CURRENT
 Department: ADMINISTRATION
 Extd: ADMINISTRATION

3-01-20-100-000-207	ADMINISTRATION Contractual					
SURFD005 SURF DISPATCHING LLC	23-00282 CODE Blue & Soc Services fares			1,135.00	0.00	B
GEECHA GEESE CHASERS, LLC	23-02086 3RD QTR 2023 CLEARING AND			969.00	0.00	B
GEECHA GEESE CHASERS, LLC	23-02087 3RD QTR 2023 CLEARING AND			484.50	0.00	B
				<u>2,588.50</u>		

3-01-20-100-000-209	ADMINISTRATION Professional Services					
SUREN005 SURENIAN, EDWARDS, BUZAK &	23-01921 May 2023 Afford. Hsg. Fees			3,586.43	0.00	
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	23-01972 Invoice 4575 General Fees			2,249.00	0.00	
MONCLE MONMOUTH COUNTY CLERK	23-02048 Filing-Discharge of Mortgages			48.00	0.00	
				<u>5,883.43</u>		

3-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR KEPWEL SPRING WATER	23-02055 ACCT #117290 JUNE 2023			663.00	0.00	

3-01-20-100-000-240	ADMINISTRATION Public Arts Commission					
JUDIT005 JUDITH NEMECEK HULL	23-01813 Invoice 101 Sewer Mural			1,000.00	0.00	

Attachment: Bill List 7-26-23 (2023-382 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-20-100-000-251 LAKEH010 LAKEHOUSE MUSCIC, LLC	ADMINISTRATION Comm. & Cultural Affairs	23-01861	#2045 LIVE MUSIC FRIDAYS	4,200.00	0.00	
	Extd Total: ADMINISTRATION			14,334.93		
	Department Total: ADMINISTRATION			14,334.93		
Department: CENTRAL FUNCTIONS						
Extd: CENTRAL FUNCTIONS						
3-01-20-115-000-299 POST POSTMASTER	CENTRAL FUNCTIONS Misc.	23-02110	Postage 3rd Class Mail 4/27/23	140.43	0.00	
	Extd Total: CENTRAL FUNCTIONS			140.43		
	Department Total: CENTRAL FUNCTIONS			140.43		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
3-01-20-120-000-202 WBMASON W.B.MASON CO., INC.	MUNICIPAL CLERK Office Supplies	23-01934	Clerk's Office Supplies	224.17	0.00	
3-01-20-120-000-212 JPMUN JPMONZO MUNICIPAL CONSULTING	MUNICIPAL CLERK Dues,Licenses	23-02012	JP Monzo Licensing Updates	50.00	0.00	
3-01-20-120-000-217 THECOA THE NEW COASTER, LLC	MUNICIPAL CLERK Ads&Promotion	23-02072	#60310 BOND AMENDMENT 2021-36	36.39	0.00	
ASBPAK ASBURY PARK PRESS		23-02073	#5756817 & #5756821 7/2 LEGAL	124.12	0.00	
ASBPAK ASBURY PARK PRESS		23-02095	6911, 6908, 6892, 6888, 6865	386.20	0.00	
				546.71		
3-01-20-120-000-238 PARKE005 PARKER MCCAY, PA	MUNICIPAL CLERK Contractual	23-02111	INV #3164354 JUNE 2023 OPRA	10,040.50	0.00	
PARKE005 PARKER MCCAY, PA		23-02115	#3164355 JUNE 2023 Police OPRA	2,280.00	0.00	
				12,320.50		
	Extd Total: MUNICIPAL CLERK			13,141.38		
	Department Total: MUNIC CLERK			13,141.38		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
3-01-20-130-000-202 WBMASON W.B.MASON CO., INC.	FINANCE Office Supplies	23-00852	Finance Supplies	207.99	0.00	
AMAZO005 AMAZON.COM SERVICES		23-01574	PORTABLE AIR COOLER WITH FAN	714.00	0.00	
				921.99		
3-01-20-130-000-205 THECOA THE NEW COASTER, LLC	FINANCE Ads	23-02057	INV #60262 MC OPEN SPACE GRANT	29.88	0.00	
3-01-20-130-000-206 ATLTOM ATLANTIC TOMORROWS OFFICE	FINANCE Copier	23-02074	CONTRACT #91907 7/1/23-6/30/24	648.78	0.00	

Attachment: Bill List 7-26-23 (2023-382 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-20-130-000-209	FINANCE Fees					
GREFIN GREATAMERICA FINANCIAL SVCS.	23-01977 Invoice #3433308 - August 2023			339.50	0.00	
3-01-20-130-000-222	FINANCE Training					
INSFOR INSTITUTE FOR PROFESSIONAL	23-01974 Invoice 82323 Single Audit			200.00	0.00	
3-01-20-130-000-223	FINANCE Condo Reimbursements					
300SEV 300 SEVENTH AVENUE CONDOMINIUM	23-01976 1st half 2023 Trash Reimb.			2,425.50	0.00	
ASBUR015 ASBURY TERRACE CONDOMINIUM	23-01978 1st half 2023 Trash Reimb.			1,738.80	0.00	
CAPRI005 CAPRI TERRACE CONDOMINIUM	23-01980 2023 1st Half Trash Reimb.			1,827.00	0.00	
EUREK005 EUREKA CONDOMINIUM	23-01983 1st half 2023 Trash Reimb.			1,883.70	0.00	
THEES005 THE ESPLANADE CONDOMINIUM	23-01984 1st half 2023 Trash Reimburse.			4,185.42	0.00	
THELO005 THE LOFTS AT ASBURY PARK	23-01985 1st Half 2023 Trash Reimb.			3,622.50	0.00	
THEST005 THE ST. JAMES CONDOMINIUM	23-01986 1st half 2023 Trash Reimb.			22,640.00	0.00	
VIVEA005 VIVE ASBURY PARK CONDOMINIUM	23-01987 1st half 2023 Trash Reimb.			3,836.70	0.00	
SPARK005 SPARKLE N' SHINE, INC.	23-02075 1st Half 2023 Trash Reimb.			1,890.00	0.00	
LAKES005 LAKESIDE APARTMENTS, LLC	23-02076 1st half 2023 Trash Reimb.			1,260.00	0.00	
SIGF005 SIGFORD VENTURES, LLC	23-02079 1st half 2023 Trash Reimb.			1,360.80	0.00	
VIRGI005 VIRGINIA CONDOMINIUMS, LLC	23-02080 1st half 2023 Trash Reimb.			2,041.20	0.00	
1215S005 1215 Springwood LLC	23-02088 2022 Condo Trash Reimburse.			3,675.36	0.00	
1266W005 1266 Washington Realty LLC	23-02089 2022 Condo Trash Reimb.			2,495.86	0.00	
PHISEA MONMOUTH COUNCIL #9	23-02104 2nd Q Trash Reimbursement			25,895.17	0.00	
				<u>80,778.01</u>		
	Extd Total: FINANCIAL ADMINISTRATION			82,918.16		
	Department Total: FINANCE			82,918.16		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
3-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
AMAZO005 AMAZON.COM SERVICES	23-01975 Camera Cleaning Kit			65.95	0.00	
3-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
CDWGOV CDW GOVERNMENT LLC	23-01771 HARDWARE & SOFTWARE SUPPORT			11,484.19	0.00	
SHIINT SHI INTERNATIONAL CORP	23-01801 Q#23535154 Backup Appliance			5,660.46	0.00	
SURMON SURVEYMONKEY INC.	23-02001 INV#44466371 8/2023 Renewal			408.00	0.00	
				<u>17,552.65</u>		
	Extd Total: COMPUTERIZED DATA PROCESSING			17,618.60		
	Department Total: COMPUTER MIS			17,618.60		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
3-01-20-151-000-201	DIRECTOR OF COMMUN. office Supplies					
WBMASON W.B.MASON CO., INC.	23-01968 Office Supplies			86.46	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			86.46		
	Department Total: DIRECTOR OF COMMUNICATIONS			86.46		

Attachment: Bill List 7-26-23 (2023-382 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
3-01-20-155-000-209	LEGAL SERVICES Fees					
LAWOF005	LAW OFFICE OF GENE J ANTHONY	23-01623	#21096 MAY RENT LEVELING	873.15	0.00	
MARFAL	MARAZITI FALCON, LLP	23-01892	PROFESSIONAL SERVICES RENDERED	6,852.42	0.00	
LAWOF005	LAW OFFICE OF GENE J ANTHONY	23-02103	#21127 JUNE RENT LEVELING	1,492.70	0.00	
HILLW005	HILL WALLACK LLP	23-02120	Invoice 723154 General	13,384.00	0.00	
GENBUR	GENOVA BURNS LLC	23-02134	Invoice 498146 General File	5,494.50	0.00	
				<u>28,096.77</u>		
	Extd Total: LEGAL SERVICES			28,096.77		
	Department Total: LEGAL SERVICES			28,096.77		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
3-01-20-162-000-202	APTV Equipment					
AMAZO005	AMAZON.COM SERVICES	23-02050	Desk	296.99	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			296.99		
	Department Total: APTV			296.99		
	CAFR Total:			156,633.72		
Department: Planning Department						
Extd: Planning Department						
3-01-21-179-000-204	PLANNING DEPT. Professional Svcs.					
CLACAN	CLARKE CATON HINTZ PC	23-01949	PB & ZB PROF SVS INVOICES	425.00	0.00	
3-01-21-179-000-205	PLANNING DEPT. Ads					
THECOA	THE NEW COASTER, LLC	23-02022	#60231 PUBLIC ARTS COMMISSION	22.13	0.00	
3-01-21-179-000-207	PLANNING DEPT. Training/Cert.					
MARYA005	Maryann Gulotta	23-02027	AICP Dues - Gulotta	355.00	0.00	
MARYA005	Maryann Gulotta	23-02082	REIMBURSEMENT PLANNERS LICENSE	65.00	0.00	
				<u>420.00</u>		
3-01-21-179-000-208	PLANNING DEPT. Printing					
CRAPRI	CRAFTMASTER PRINTING, INC.	23-01424	COPIES ART IN THE PARK 11631	64.85	0.00	
3-01-21-179-000-209	PLANNINF DEPT. Planning Board Fees					
CLACAN	CLARKE CATON HINTZ PC	23-01949	PB & ZB PROF SVS INVOICES	170.00	0.00	
3-01-21-179-000-210	PLANNING DEPT. Zoning Board Fees					
JACSER	JACK A. SERPICO	23-02026	Serpico JUNE 2023	1,087.50	0.00	
	Extd Total: Planning Department			2,189.48		
	Department Total: Planning Department			2,189.48		
	CAFR Total:			2,189.48		

Attachment: Bill List 7-26-23 (2023-382 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: CODE ENFORCE						
Extd: CODE ENFORCEMENT AND ADMIN.						
3-01-22-195-000-204	CODE ENFORCEMENT Printing					
CRAPRI	CRAFTMASTER PRINTING, INC.	23-01895	JulieAnn's business cards	45.00	0.00	
	Extd Total: CODE ENFORCEMENT AND ADMIN.			45.00		
	Department Total: CODE ENFORCE			45.00		
	CAFR Total:			45.00		
Department: POLICE						
Extd: POLICE DEPARTMENT						
3-01-25-240-000-208	POLICE Uniform Patches					
AMEUNI	AMERICAN UNIFORM & SUPPLY	23-01327	Various Badges	965.00	0.00	
3-01-25-240-000-216	POLICE Supplies-Compu.					
VERIT005	VERITONE, INC.	23-01674	inVOICE #474083 BWC REDACTION	2,400.00	0.00	
3-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM	WIRELESS COMMUNICATIONS &	23-02084	#M61710 JULY 2023	1,220.00	0.00	
OPTIMUM	OPTIMUM	23-02085	#07866-182313-01-5 6/8 - 7/7	288.02	0.00	
				1,508.02		
3-01-25-240-000-222	POLICE Training					
INSPSY	INSTITUTE FOR FORENSIC	23-01883	INV #18506 C. BREINER EXAM	2,250.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	23-02101	#4697 FINGERPRINTING MAY 4 & 5	25.00	0.00	
				2,275.00		
3-01-25-240-000-276	POLICE: PAL Expenses					
DEPEN005	DEPENDABILITEES	23-01923	PAL t-shirts/shorts	850.00	0.00	
DEPEN005	DEPENDABILITEES	23-01924	PAL weight lifting tank tops	412.50	0.00	
DEPEN005	DEPENDABILITEES	23-02066	INV #16568 BOXING UNIFORMS PAL	537.00	0.00	
DEPEN005	DEPENDABILITEES	23-02067	INV #16545 COACHES SHIRTS PAL	204.00	0.00	
				2,003.50		
	Extd Total: POLICE DEPARTMENT			9,151.52		
	Department Total: POLICE			9,151.52		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
3-01-25-265-000-202	FIRE DEPT. Office Supplies					
WBMASON	W.B.MASON CO., INC.	23-01996	MISC. SUPPLIES	92.84	0.00	
3-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
SEAGRA	SEAGRAVE NEW JERSEY	23-00887	Repair Ord:204-8375 Flowmeter	1,080.98	0.00	
3-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
NJFIRE	NJ FIRE EQUIPMENT COMPANY	23-00577	QUOTE#19578 HELMET SHIELDS	390.00	0.00	
THEHAR	THE HARDWARE STORE	23-01066	BLANKET PO NOT TO EXCEED	112.52	0.00	B
				502.52		

Attachment: Bill List 7-26-23 (2023-382 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-25-265-000-212	FIRE DEPT. Dues,Licenses,Subscriptions					
TREDCA TREAS. STATE OF NJ:PUB.UNIT	23-02065 CUSTOMER#8620 AP FIRE 2023 SUB			30.00	0.00	
3-01-25-265-000-214	FIRE DEPT. Building Maintenance					
JERCOA JERSEY COAST FIRE EQUIPMENT	23-02032 I#12522168 KITCHEN SUPPRESSION			195.00	0.00	
HUTMEC HUTCHINSON PLUMBING HEATING	23-02097 I#206118761 MAINTENANCE CONTRA			291.60	0.00	
				486.60		
3-01-25-265-000-222	FIRE DEPT. Training					
JERMED JERSEY SHORE UNIVERSITY	23-01999 INV#1194 INNOCENT EMT TESTING			104.00	0.00	
3-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP V.E. RALPH & SON, INC.	23-01561 QUOTE#103144 BANDAGES ETC			1,006.88	0.00	
VERALP V.E. RALPH & SON, INC.	23-01911 Q#103525 EPI PEN, PULSE OXIM.			639.80	0.00	
				1,646.68		
3-01-25-265-000-298	FIRE DEPT. Special Operations					
BUIGEN BUILDERS GENERAL SUPPLY CO.	23-01330 QUOTE#694255 LUMBER			668.45	0.00	
	Extd Total: FIRE DEPARTMENT			4,612.07		
	Department Total: FIRE DEPT.			4,612.07		
Department: PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
3-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT JAMES N. BUTLER, JR.	23-02058 prosecutor june 2023			5,850.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			5,850.00		
	Department Total: PROSECUTOR			5,850.00		
	CAFR Total:			19,613.59		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
3-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
HUDS0005 HUDSON COUNTY MOTORS, INC.	23-00392 BLANKET VARIOUS PARTS			61.96	0.00	B
SEAFOR SEA BREEZE FORD INC.	23-00968 VARIOUS PARTS BLANKET			240.38	0.00	B
GPCNA091 GPC-NAPA AUTO PARTS	23-00970 VARIOUS PARTS BLANKET			173.22	0.00	B
SEACHE SEACOAST CHEVROLET OLDS-	23-01039 VARIOUS PARTS BLANKET			196.43	0.00	B
FOSCOM FOSTER & COMPANY, INC.	23-01161 DPW STOCK			591.45	0.00	
ACTION005 ACTION YAMAHA	23-01385 VARIOUS PARTS BLANKET			246.80	0.00	B
EASAUT EASTERN AUTOPARTS WAREHOUSE	23-01543 VARIOUS PARTS BLANKET			1,247.78	0.00	B
HUDS0005 HUDSON COUNTY MOTORS, INC.	23-01718 VARIOUS PARTS BLANKET			549.84	0.00	B
SERVI005 SERVICE TIRE TRUCK CENTERS	23-01721 VARIOUS PARTS BLANKET			848.45	0.00	B
CHEVAL CHERRY VALLEY TRACTOR SALES	23-01761 VARIOUS PARTS BLANKET			187.46	0.00	B
ACEOUT ACE OUTDOOR POWER EQUIPMENT	23-01803 DPW MOWER RIMS/TIRES/STARTER			466.62	0.00	
ACEOUT ACE OUTDOOR POWER EQUIPMENT	23-01804 DPW MOWER YOKES/BEARINGS			553.86	0.00	
FOSCOM FOSTER & COMPANY, INC.	23-01836 DPW STOCK - SHOP NEEDS			282.70	0.00	
MANGEN MANASQUAN GENERATOR	23-02030 #015289 BROYHILL#1 ALTERNATOR			160.00	0.00	
SEAFOR SEA BREEZE FORD INC.	23-02043 VARIOUS PARTS BLANKET			682.86	0.00	B
				6,489.81		

Attachment: Bill List 7-26-23 (2023-382 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-26-290-000-209	STREETS & ROAD Fees					
TREDEP TREASURER-STATE NJ - NJDEP	23-02119 PID 285472 1505 Springwood Ave			935.00	0.00	
3-01-26-290-000-212	STREETS & ROAD Tools					
JOHGUI JOHN GUIRE SUPPLY	23-01871 Trimmer Blade Sharpen			21.37	0.00	
AMAZO005 AMAZON.COM SERVICES	23-01897 Unger 36" Trash Grabber			399.40	0.00	
				<u>420.77</u>		
3-01-26-290-000-213	STREETS & ROAD Safety Equipment					
SHORIT SAKER SHOPRITE, INC.	23-02014 Drinks for DPW			201.70	0.00	B
3-01-26-290-000-215	STREETS & ROAD Misc. Hardware					
UPTFAS UP-TITE FASTNERS INC.	23-00159 Blanket - Misc Hardware			35.50	0.00	B
THEHAR THE HARDWARE STORE	23-01520 Misc Hardware			102.96	0.00	B
GRAING GRAINGER, INC.	23-01916 Misc Hardware			154.41	0.00	B
				<u>292.87</u>		
3-01-26-290-000-216	STREETS & ROAD Carpentry Supplies					
FOSCOM FOSTER & COMPANY, INC.	23-01870 Sheetrock Screws			55.57	0.00	
3-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
STAVOLA STAVOLA ASPHALT COMPANY, INC.	23-02007 6/23/23 1.70 tons hot patch			128.35	0.00	
CINCOR CINTAS CORPORATION NO 2	23-02010 reviver view agreement			107.00	0.00	
KEVIN005 KEVIN BANKS	23-02019 boot reimbursement			139.99	0.00	
ANTHO020 ANTHONY ALBANESE	23-02020 boot reimbursement			200.00	0.00	
SEAWEL SEABOARD WELDING SUPPLY, INC.	23-02071 INVOICE #954149 JUNE 2023			98.25	0.00	
STAVOLA STAVOLA ASPHALT COMPANY, INC.	23-02092 #295505 ASPHALT 6/30/23			113.25	0.00	
OPTIMUM OPTIMUM	23-02093 #07866-183188-01-1 7/8 - 8/7			37.50	0.00	
				<u>824.34</u>		
3-01-26-290-000-220	STREETS & ROAD Repairs					
MARKG005 MARK GANNON PLUMBING, HEATING	23-01762 Replace Broken 2" Valve DPW			490.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			9,710.06		
	Department Total: STREETS & ROAD			9,710.06		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
3-01-26-305-000-209	SOLID WASTE Fees					
DELDEM DELISA DEMOLITION, INC.	23-02005 haul fee,const. bulk 6/26/23			3,073.50	0.00	
MASREC MAZZA RECYCLING SERVICES, LTD.	23-02006 disposal of 0.24tons tires			72.00	0.00	
DELDEM DELISA DEMOLITION, INC.	23-02008 tipping fees June 16-30, 2023			31,371.82	0.00	
MAZMUL MAZZA MULCH, INC.	23-02011 879029 BRUSH DISPOSAL JUNE '23			5,280.00	0.00	
MASREC MAZZA RECYCLING SERVICES, LTD.	23-02017 single stream recycling 6/2023			12,844.39	0.00	
				<u>52,641.71</u>		
	Extd Total: SOLID WASTE COLLECTION			52,641.71		
	Department Total: SOLID WASTE			52,641.71		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
3-01-26-310-000-210	BUILDING & GND Building Repairs					
CAMSUP	CAMPBELL SUPPLY COMPANY INC.	23-00980	Misc Sheetrock / Doors	555.00	0.00	B
LAGGLA	LAGER GLASS COMPANY, INC.	23-02099	replacement Trans. Center	460.00	0.00	
				<u>1,015.00</u>		
3-01-26-310-000-218	BUILDING & GND Contract.Serv.					
CONTR005	CONTROLLED GROWTH, LLC	23-01244	2023 TURF CARE FERTILIZER &	3,160.00	0.00	B
	Extd Total: BUILDINGS & GROUNDS			4,175.00		
	Department Total: BUILDING & GND			4,175.00		
	CAFR Total:			66,526.77		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
3-01-27-345-000-299	SOCIAL SERVICES Misc.					
CRAPRI	CRAFTMASTER PRINTING, INC.	23-01852	Social Services Envelopes	234.00	0.00	
	Extd Total: SOCIAL SERVICES:			234.00		
	Department Total: PUBLIC ASST			234.00		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
3-01-27-350-000-210	SENIOR CENTER Classes					
CANNA005	CANNABIS BUSINESS ALLIANCE INC	23-02113	JUNE 2023 EXERCISE CLASSES	200.00	0.00	
	Extd Total: SENIOR CENTER			200.00		
	Department Total: SENIOR CENTER			200.00		
	CAFR Total:			434.00		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
3-01-28-370-000-290	RECREATION Programs/Activities					
ADPIMP	ADPRO IMPRINTS, INC.	23-01567	spray park staff shirts	474.72	0.00	
ADPIMP	ADPRO IMPRINTS, INC.	23-01830	summer camp shirts	3,844.35	0.00	
AMAZO005	AMAZON.COM SERVICES	23-01857	summer camp supplies	1,727.66	0.00	
				<u>6,046.73</u>		
	Extd Total: RECREATION SERVICES & PROGRAM			6,046.73		
	Department Total: RECREATION			6,046.73		
	CAFR Total:			6,046.73		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
3-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	23-02117	#1018-210027736316 6/6-7/6	15,346.76	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-31-435-435-299	LIGHT, HEAT & POWER Misc.		Continued			
NJAMER N.J. AMERICAN WATER CO.		23-02135	1018-220039280929 6/1 -6/30	<u>2,074.73</u>	0.00	
				17,421.49		
	Extd Total: LIGHT,HEAT,POW			17,421.49		
Extd:	STREET/TRAFFIC					
3-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL		23-01979	#200 000 001 293 Master Acct	1,084.77	0.00	
	Extd Total: STREET/TRAFFIC			1,084.77		
	Department Total: LIGHTING			18,506.26		
Department:	TELEPHONE					
Extd:	TELEPHONE					
3-01-31-440-000-299	TELEPHONE Misc.					
VERZON VERIZON BUSINESS		23-02105	#152-069-551-0001-78 7/4-8/3	124.99	0.00	
VERIZON VERIZON WIRELESS		23-02136	#342269861-00001 5/5 - 7/4	<u>1,885.02</u>	0.00	
				2,010.01		
	Extd Total: TELEPHONE			2,010.01		
	Department Total: TELEPHONE			2,010.01		
Department:	GASOLINE					
Extd:	GASOLINE					
3-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		23-02023	#202443 & #201237 FUEL	5,248.01	0.00	
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		23-02063	UNLEADED FUEL DELIVERY 6-7-23	<u>11,725.09</u>	0.00	
				16,973.10		
	Extd Total: GASOLINE			16,973.10		
	Department Total: GASOLINE			16,973.10		
	CAFR Total:			37,489.37		
Department:	MUNIC COURT					
Extd:	MUNICIPAL COURT					
3-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA BEATRIZ C. CRANEY		23-01926	court interpreting 6/16/2023	110.00	0.00	
	Extd Total: MUNICIPAL COURT			110.00		
	Department Total: MUNIC COURT			110.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PUBLIC DEFEND. Extd: PUBLIC DEFENDER						
3-01-43-495-000-021	Fees					
THELA010	THE LAW OFFICE OF MATTHEW SAGE	23-02059	public defender june 2023	3,000.00	0.00	
	Extd Total: PUBLIC DEFENDER			3,000.00		
	Department Total: PUBLIC DEFEND.			3,000.00		
	CAFR Total:			3,110.00		
CAFR: CURRENT FUND NON BUDGET ACCTS: Department: TAXES PAYABLE: Extd: TAXES PAYABLE:						
3-01-55-001-000-002	County Taxes Payable					
COUMON	COUNTY OF MONMOUTH	23-02102	3RD QTR 2023 COUNTY TAXES	1,448,062.60	0.00	
3-01-55-001-000-007	TAX OVERPAYMENTS					
RD CM	ROSEMARY DISAVINO & CAROL MASC	23-01919	TAX REFUND 3705/7.302 C0030	2,010.86	0.00	
3-01-55-001-000-023	RAB PILOT - Due to Trustee					
USBANK	US BANK OPERATIONS CTR.	23-02031	2nd Qtr RAB PILOT DUE TRUSTEE	344,981.48	0.00	
	Extd Total: TAXES PAYABLE:			1,795,054.94		
	Department Total: TAXES PAYABLE:			1,795,054.94		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			1,795,054.94		
	Fund Total: CURRENT			2,087,143.60		
Fund: BEACH Department: UTILITY OE Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
3-05-55-502-000-206	BEACH UTILITY O/E: Purchase of Equipment					
MARRES	MARINE RESCUE PRODUCTS, INC.	23-01572	LIFEGUARD SUPPLIES NEEDED	1,332.80	0.00	
VERALP	V.E. RALPH & SON, INC.	23-01970	FIRST AID SUPPLIES FOR BEACH	1,030.79	0.00	
				<u>2,363.59</u>		
3-05-55-502-000-208	BEACH UTILITY O/E: Office Expense					
AMAZO005	AMAZON.COM SERVICES	23-02061	Credit card reader paper	88.29	0.00	
3-05-55-502-000-209	BEACH UTILITY O/E: Custodial Supplies					
ATRAJ005	ATRA JANITORIAL SUPPLY CO. INC	23-01141	blanket for Beach \$4000	903.46	0.00	B
ATRAJ005	ATRA JANITORIAL SUPPLY CO. INC	23-01307	GOJO HAND SOAP	936.00	0.00	
GRAING	GRAINGER, INC.	23-02053	SOAP & TOILET PAPER DISPENSERS	348.12	0.00	
				<u>2,187.58</u>		
3-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
MONARCH	MONARCH ELECTRIC COMPANY	23-01193	Beach Electrical Supplies	185.00	0.00	B
NJAMER	N.J. AMERICAN WATER CO.	23-02117	#1018-210027736316 6/6-7/6	4,943.56	0.00	
				<u>5,128.56</u>		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
GRAING	GRAINGER, INC.	23-01706	Misc Beach Supplies	7.53	0.00	B
THEHAR	THE HARDWARE STORE	23-01746	Blanket various hardware	6.17	0.00	B
				<u>13.70</u>		
3-05-55-502-000-222	BEACH UTILITY O/E: Cable					
OPTIMUM	OPTIMUM	23-02108	#07866-197754-01-4 6/15 - 7/14	119.89	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			9,901.61		
	Department Total: UTILITY OE			9,901.61		
	CAFR Total:			9,901.61		
	Fund Total: BEACH			9,901.61		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
3-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
KEPSPR	KEPWEL SPRING WATER	23-02055	ACCT #117290 JUNE 2023	12.00	0.00	
3-06-55-502-000-204	TRANS.UTILITY O/E: Copy/Reproduction					
KINTINC	KINTECH, INC.	23-01183	SRTS PIC Flyer Mailers	168.39	0.00	
3-06-55-502-000-205	TRANS.UTILITY O/E: Enforcement Supply					
PARSOL	PARTEK SOLUTIONS, INC.	23-01491	Enforcement Paper Rolls	1,370.58	0.00	
3-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO	IPS GROUP, INC.	23-02009	INV86371 6/2023 DMS Fees	7,557.00	0.00	
3-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PARKM005	PARKMOBILE USA, LLC	23-02129	INV940010 June 2023 Trans Fees	15,876.80	0.00	
PAYBY005	PAYBYPHONE US, INC.	23-02131	INVUS235 June 2023 Trans Fees	575.55	0.00	
				<u>16,452.35</u>		
3-06-55-502-000-214	TRANS.UTILITY O/E: Dues/Conferences					
JAMES010	James Bonanno	23-02106	REIMBURSEMENT OF AICP Dues	564.00	0.00	
3-06-55-502-000-216	TRANS.UTILITY O/E: Ads					
THECOA	THE NEW COASTER, LLC	23-01214	SRTS PIC Public Notice	53.75	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			26,178.07		
	Department Total: UTILITY OE			26,178.07		
	CAFR Total:			26,178.07		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			26,178.07		
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					
WINCOR	WINZER CORPORATION	23-01556	Consumable Shop Supplies	715.10	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-07-55-502-000-202 WINCOR WINZER CORPORATION	SEWER UTILITY O/E: Hardware/Tools Continued 23-01971 Consumable Shop Supplies			439.56 1,154.66	0.00	
3-07-55-502-000-205 AVOELE AVON ELECTRIC DOOR CO.	SEWER UTILITY O/E: Repairs 23-01241 Repair O/H Door Scrubber Room			6,500.00	0.00	
3-07-55-502-000-209 LYONS005 LYONS ENVIRONMENTAL SERVICES	SEWER UTILITY O/E: Fees 23-02045 APSA0623 WWTP TESTING JUNE '23			1,260.00	0.00	
3-07-55-502-000-211 NJAMER N.J. AMERICAN WATER CO.	SEWER UTILITY O/E: Light & Power 23-02117 #1018-210027736316 6/6-7/6			886.66	0.00	
3-07-55-502-000-218 KEPSPR KEPWEL SPRING WATER	SEWER UTILITY O/E: Contract Services 23-02055 ACCT #117290 JUNE 2023			12.00	0.00	
3-07-55-502-000-224 RUSREI RUSSELL REID WASTE HAULING &	SEWER UTILITY O/E: Sludge Removal 23-02116 #0006766177 JUNE 2023			28,665.00	0.00	
3-07-55-502-000-234 THEAMB THE AMBIENT GROUP, LLC	SEWER UTILITY O/E: ARP Funds 23-00459 WWTP UST REMOVAL			19,680.00	0.00	B
Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:				58,158.32		
Department Total: UTILITY OE				58,158.32		
3-07-55-506-000-901 ASBLLC ASBURY PARTNERS, LLC	ASB.PARTNER-SEWER ASSESS. 23-02051 2nd QTR. 2023 ODOR CONTROL			200,299.56	0.00	
Extd Total:				200,299.56		
Department Total:				200,299.56		
3-07-55-599-001-299 202SEV 202 SEVENTH AVENUE, LLC	SEWER REFUNDS - P/Y 23-01918 SEWER CONNECTION FEE REFUND			3,000.00	0.00	
Extd Total:				3,000.00		
Department Total:				3,000.00		
CAFR Total:				261,457.88		
Fund Total: SEWER UTILITY: BUDGET:				261,457.88		
Year Total:				2,384,681.16		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Odr. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001 HILLW005 HILL WALLACK LLP	Section 20 Costs 23-02120 Invoice 723154 General			2,152.50	0.00	
Extd Total: Odr. 2018-57 Acq. of Real Property FH				2,152.50		
Department Total:				2,152.50		
CAFR Total:				2,152.50		
Fund Total: GENERAL CAPITAL FUND BUDGET:				2,152.50		

Attachment: Bill List 7-26-23 (2023-382 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: PARKING CAPITAL						
Department: Ord. 2020-8 Memorial Drive Paving						
Extd: Ord. 2020-8 Memorial Drive Paving						
C-09-17-906-000-902	Construction Costs					
LUCBRO	LUCAS BROTHERS, INC.	22-03390	MEMORIAL DRIVE IMPROVEMENTS	422,747.50	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			422,747.50		
	Department Total: Ord. 2020-8 Memorial Drive Paving			422,747.50		
	CAFR Total:			422,747.50		
	Fund Total: PARKING CAPITAL			422,747.50		
	Year Total:			424,900.00		
Fund: GRANT FUND BUDGET:						
G-02-43-883-017-200	NJ DOT Transportation Alternatives					
FREPAR	FRENCH & PARRELLO, PA	23-02013	Services through 6/23/23	11,733.69	0.00	
	Extd Total:			11,733.69		
	Department Total:			11,733.69		
G-02-43-950-021-200	Clean Communities Grant					
4IMPRINT	4IMPRINT	23-01777	Water Bottles	816.55	0.00	
	Extd Total:			816.55		
	Department Total:			816.55		
G-02-43-956-022-206	ARP Funding					
SHOCON	SHORELANDS CONSTRUCTION, INC.	22-02807	TRANSPORTATION CENTER RENOV	143,266.20	0.00	B
	Extd Total:			143,266.20		
	Department Total:			143,266.20		
	CAFR Total:			155,816.44		
	Fund Total: GRANT FUND BUDGET:			155,816.44		
	Year Total:			155,816.44		
Fund: ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	23-01995	Dog Report June 2023	23.40	0.00	
	Extd Total:			23.40		
	Department Total:			23.40		
	CAFR Total:			23.40		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			23.40		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd: 2022 CDBG B-22-MC-34-0100						
T-17-81-850-850-001	2022 Administration					
THECOA	THE NEW COASTER, LLC	23-00964	2 Day Ad for Easter Event	1,320.00	0.00	
THECOA	THE NEW COASTER, LLC	23-02021	INV #60242 MOVIE NIGHT 2023	660.00	0.00	

Attachment: Bill List 7-26-23 (2023-382 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-17-81-850-850-001 WBMASON W.B.MASON CO., INC.	2022 Administration Office Supplies	23-02034	Continued	311.42 2,291.42	0.00	
	Extd Total: 2022 CDBG B-22-MC-34-0100			2,291.42		
	Department Total:			2,291.42		
	CAFR Total:			2,291.42		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			2,291.42		
Fund:	TRUST OTHER					
T-20-56-850-868-801 CRAPRI CRAFTMASTER PRINTING, INC.	Reserve for P.O.A.A. 23-01795 envelopes and void forms			833.01	0.00	
	Extd Total:			833.01		
Extd:	5 YR EMERGENCY					
T-20-56-850-875-801 NJDEPC NJ DEPT. OF COMMUNITY AFFAIRS	Reserve for DCA Training Fees 23-01973 2nd Qtr training fee			6,182.00	0.00	
	Extd Total: 5 YR EMERGENCY			6,182.00		
T-20-56-850-878-801 SANDS S&S WORLDWIDE INC.	Reserve for Recreation 23-01770 summer camp supplies			2,834.32	0.00	
	Extd Total:			2,834.32		
T-20-56-850-933-301 CRAPRI CRAFTMASTER PRINTING, INC.	Reserve for National Night Out 23-02000 Fliers and Lawn Signs for NNO			494.50	0.00	
	Extd Total:			494.50		
	Department Total:			10,343.83		
	CAFR Total:			10,343.83		
	Fund Total: TRUST OTHER			10,343.83		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-341-000-299 CLACAN CLARKE CATON HINTZ PC	210 5TH AVENUE (ASBURY PARTNERS,LLC) 23-01949 PB & ZB PROF SVS INVOICES			362.50	0.00	
	Extd Total:			362.50		
	Department Total:			362.50		
T-21-00-397-000-299 HILLW005 HILL WALLACK LLP	545 LAKE AVENUE(COOKMAN COMMUNITY, LLC) 23-02123 Invoice 723142 545 Lake Ave.			350.00	0.00	
	Extd Total:			350.00		
	Department Total:			350.00		

Attachment: Bill List 7-26-23 (2023-382 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-406-000-299	500 8TH AVENUE(HYACINTH HOUSE, LLC)					
CLACAN CLARKE CATON	HINTZ PC	23-01949	PB & ZB PROF SVS INVOICES	217.50	0.00	
	Extd Total:			217.50		
	Department Total:			217.50		
T-21-00-412-000-299	527 BANGS AVENUE(LINUS HOLDINGS CORP)					
CLACAN CLARKE CATON	HINTZ PC	23-01949	PB & ZB PROF SVS INVOICES	72.50	0.00	
	Extd Total:			72.50		
	Department Total:			72.50		
T-21-00-447-000-299	545 LAKE-INSPECTION(545 LAKE AVE,LLC)					
CLACAN CLARKE CATON	HINTZ PC	23-01949	PB & ZB PROF SVS INVOICES	72.50	0.00	
	Extd Total:			72.50		
	Department Total:			72.50		
T-21-00-496-000-299	316 MAIN STREET(316 MAIN AVENUE, LLC)					
CLACAN CLARKE CATON	HINTZ PC	23-01949	PB & ZB PROF SVS INVOICES	72.50	0.00	
	Extd Total:			72.50		
	Department Total:			72.50		
T-21-00-498-000-299	704 4TH AVE(13 GRAND POINT WAY, LLC)					
CLACAN CLARKE CATON	HINTZ PC	23-01949	PB & ZB PROF SVS INVOICES	725.00	0.00	
CLACAN CLARKE CATON	HINTZ PC	23-01958	PB PROF MAY CCH	435.00	0.00	
				<u>1,160.00</u>		
	Extd Total:			1,160.00		
	Department Total:			1,160.00		
Department: B.A.N's						
T-21-00-521-000-299	637/701 LAKE AVENUE(DOUGLAS DEVELOPMENT)					
CLACAN CLARKE CATON	HINTZ PC	23-01949	PB & ZB PROF SVS INVOICES	1,205.50	0.00	
	Extd Total:			1,205.50		
	Department Total: B.A.N's			1,205.50		
T-21-00-546-000-299	407 LAKE AVENUE(TOLL ASBURY PARK, LLC)					
JACSER JACK A. SERPICO		23-02026	Serpico JUNE 2023	75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
T-21-00-549-000-299	929 ASBURY/1000 1ST(PARTNER PROP.,LLC)					
HILLW005 HILL WALLACK LLP		23-02121	Invoice 723145 929 Asbury Ave	192.50	0.00	
	Extd Total:			192.50		
	Department Total:			192.50		

Attachment: Bill List 7-26-23 (2023-382 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-550-000-299	115 4TH/1209 OCEAN/150 5TH(SOMERSET AP)					
CLACAN CLARKE CATON HINTZ PC		23-01949	PB & ZB PROF SVS INVOICES	5,472.00	0.00	
	Extd Total:			5,472.00		
	Department Total:			5,472.00		
T-21-00-551-000-299	700 MONROE AVE(MONROE AVENUE REALTY,LLC)					
CLACAN CLARKE CATON HINTZ PC		23-01949	PB & ZB PROF SVS INVOICES	2,238.92	0.00	
	Extd Total:			2,238.92		
	Department Total:			2,238.92		
T-21-00-560-000-299	614 COOKMAN AVENUE(614 COOKMAN, LLC)					
CLACAN CLARKE CATON HINTZ PC		23-01958	PB PROF MAY CCH	725.00	0.00	
	Extd Total:			725.00		
	Department Total:			725.00		
T-21-00-566-000-299	807 MEMORIAL DR.(BREAKWATER TREATMENT)					
CLACAN CLARKE CATON HINTZ PC		23-01949	PB & ZB PROF SVS INVOICES	1,408.50	0.00	
	Extd Total:			1,408.50		
	Department Total:			1,408.50		
T-21-00-567-000-299	1201 FIRST AVENUE(JASON TUCKER)					
CLACAN CLARKE CATON HINTZ PC		23-01949	PB & ZB PROF SVS INVOICES	290.00	0.00	
JACSER JACK A. SERPICO		23-02026	Serpico JUNE 2023	150.00	0.00	
				<u>440.00</u>		
	Extd Total:			440.00		
	Department Total:			440.00		
T-21-00-573-000-299	205 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)					
CLACAN CLARKE CATON HINTZ PC		23-01958	PB PROF MAY CCH	541.53	0.00	
	Extd Total:			541.53		
	Department Total:			541.53		
T-21-00-575-000-299	1509-1511 KINGSLEY(AP LUXURY APARTMENTS)					
CLACAN CLARKE CATON HINTZ PC		23-01949	PB & ZB PROF SVS INVOICES	895.00	0.00	
	Extd Total:			895.00		
	Department Total:			895.00		
T-21-00-577-000-299	201 MEMORIAL/900 MATTISON(CONCRETE PROP)					
TMASSO T & M ASSOCIATES		23-02018	INV #VP444680 PB ENG SVS PO	1,529.00	0.00	
	Extd Total:			1,529.00		
	Department Total:			1,529.00		

Attachment: Bill List 7-26-23 (2023-382 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-582-000-299 JACSER JACK A. SERPICO	929 ASBURY AV(INSP)(PARTNER PROPERTIES)	23-02026	Serpico JUNE 2023	37.50	0.00	
	Extd Total:			37.50		
	Department Total:			37.50		
T-21-00-583-000-299 CLACAN CLARKE CATON HINTZ PC	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)	23-01949	PB & ZB PROF SVS INVOICES	2,622.50	0.00	
	Extd Total:			2,622.50		
	Department Total:			2,622.50		
T-21-00-584-000-299 JACSER JACK A. SERPICO	1109 1/2 FIFTH AVENUE(ANGELICA ARISTONE)	23-02026	Serpico JUNE 2023	300.00	0.00	
	Extd Total:			300.00		
	Department Total:			300.00		
T-21-00-587-000-299 CLACAN CLARKE CATON HINTZ PC	905 SUMMERFIELD AVE(LUIS+EDNA IRIZARRY)	23-01949	PB & ZB PROF SVS INVOICES	290.00	0.00	
	Extd Total:			290.00		
	Department Total:			290.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			20,280.45		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			20,280.45		
Fund:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
CAFR:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
T-39-00-850-000-299 HILLW005 HILL WALLACK LLP	MADISON-ASBURY RETAIL - Miscellaneous	23-02125	Invoice 723151 Waterfront	39.00	0.00	
	Extd Total:			39.00		
	Department Total:			39.00		
	CAFR Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			39.00		
	Fund Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			39.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-826 MARFAL MARAZITI FALCON, LLP	202 7TH AVE(202 SEVENTH AVE.LLC/FASANO)	23-01892	PROFESSIONAL SERVICES RENDERED	4,534.89	0.00	
MARFAL MARAZITI FALCON, LLP		23-01997	#52759: 202/204 7TH AVE, LLC	9,035.00	0.00	
				13,569.89		
T-48-56-850-000-833 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	1201 MEMORIAL(DOUGLAS DEVELOPMENT CORP)	23-01972	Invoice 4575 General Fees	872.00	0.00	
T-48-56-850-000-844 HILLW005 HILL WALLACK LLP	316 MAIN STREET(316 MAIN AVENUE, LLC)	23-02122	Invoice 723143 316 Main St.	87.50	0.00	
T-48-56-850-000-846 MARFAL MARAZITI FALCON, LLP	407 LAKE AVENUE(TOLL ASBURY PARK, LLC)	23-01892	PROFESSIONAL SERVICES RENDERED	487.50	0.00	

Attachment: Bill List 7-26-23 (2023-382 : Payment of Bills)

Budget Account		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Vendor							
T-48-56-850-000-850		115 4TH AVENUE(SOMERSET ASBURY PARK,LLC)					
MARFAL	MARAZITI FALCON, LLP		23-01892	PROFESSIONAL SERVICES RENDERED	390.00	0.00	
T-48-56-850-000-854		835 DUNLEWY STREET VACATION(CSB835, LLC)					
HILLW005	HILL WALLACK LLP		23-02132	Invoice 715221 COAP Dunlew	228.25	0.00	
T-48-56-850-000-855		1401 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)					
MARFAL	MARAZITI FALCON, LLP		23-01892	PROFESSIONAL SERVICES RENDERED	975.00	0.00	
T-48-56-850-000-856		1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC		23-01972	Invoice 4575 General Fees	882.00	0.00	
T-48-56-850-000-862		1001 1ST AVENUE(ASBURY PARK FIRST)					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC		23-01972	Invoice 4575 General Fees	110.25	0.00	
T-48-56-850-000-866		512-514 SUMMERFIELD(SHARED EQUITIES)					
HILLW005	HILL WALLACK LLP		23-02124	Invoice 723157 512 Summerfield	87.50	0.00	
Extd Total:					17,689.89		
Department Total:					17,689.89		
CAFR Total:					17,689.89		
Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW					17,689.89		
Year Total:					50,667.99		
Total Charged Lines:		397	Total List Amount:	3,026,136.73	Total Void Amount:	0.00	

Attachment: Bill List 7-26-23 (2023-382 : Payment of Bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	2-01	10,071.14	0.00	0.00	10,071.14
CURRENT	3-01	2,087,143.60	0.00	0.00	2,087,143.60
BEACH	3-05	9,901.61	0.00	0.00	9,901.61
TRANSPORTATION UTILITY: BUDGET:	3-06	26,178.07	0.00	0.00	26,178.07
SEWER UTILITY: BUDGET:	3-07	261,457.88	0.00	0.00	261,457.88
Year Total:		2,384,681.16	0.00	0.00	2,384,681.16
GENERAL CAPITAL FUND BUDGET:	C-04	2,152.50	0.00	0.00	2,152.50
PARKING CAPITAL	C-09	422,747.50	0.00	0.00	422,747.50
Year Total:		424,900.00	0.00	0.00	424,900.00
GRANT FUND BUDGET:	G-02	155,816.44	0.00	0.00	155,816.44
ANIMAL CONTROL FUND BUDGET:	T-12	23.40	0.00	0.00	23.40
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	2,291.42	0.00	0.00	2,291.42
TRUST OTHER	T-20	10,343.83	0.00	0.00	10,343.83
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	20,280.45	0.00	0.00	20,280.45
MADISON-ASBURY RETAIL, LLC FUND BUDGE	T-39	39.00	0.00	0.00	39.00
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	17,689.89	0.00	0.00	17,689.89
Year Total:		50,667.99	0.00	0.00	50,667.99
Total of All Funds:		3,026,136.73	0.00	0.00	3,026,136.73



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-383

Resolution authorizing payment to Burke Contracting, LLC for services and repairs to a collapsed sewer line located at Bangs and Comstock. Work was completed in 2022 as an emergency situation.



RESOLUTION NO. 2023-383

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

RESOLUTION AUTHORIZING PAYMENT TO BURKE CONTRACTING, LLC FOR SERVICE AND REPAIRS TO A COLLAPSED SEWER LINE

WHEREAS, the City had a need to service and repair a collapsed sewer line located at Bangs Avenue and Comstock Street; and

WHEREAS, Burke Contracting, LLC assessed the situation and completed the service repairs necessary; and

WHEREAS, the City of Asbury Park authorizes payment to Burke Contracting, LLC in an amount of \$9,735.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 2-07-55-502-000-218. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize payment to Burke Contracting, LLC for the service and repairs to a collapsed sewer line at Bangs & Comstock in the amount of \$9,735.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Capital Projects & Public Facilities and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-383 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.



~~Lisa Esposito, City Clerk~~ 7/27/2023

LISA ESPOSITO
CITY CLERK

Burke Contracting, LLC
Ocean, NJ 07712

Invoice

Phone (732) 775-6959 Fax (732) 775-5120

Date	Invoice #
10/3/2022	21194

E-mail
dabrams@burkeconstructionnj.com

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

Terms	Due Date	Project
	10/3/2022	

Description	Qty	Rate	Amount
Bangs & Comstock 9/15-9/19 See attached breakdown		9,735.00	9,735.00

Thank you for your business!	Subtotal	\$9,735.00
	Sales Tax (6.625%)	\$0.00
	Total	\$9,735.00
	Payments/Credits	\$0.00
	Balance Due	\$9,735.00

Attachment: BURKE CONTRACTING BANGS & COMSTOCK REPAIRS (2023-383 : Authorizing Payment for Service and Repairs to a Collapsed

BURKE CONTRACTING LLC**JOB- Bangs and Comstock**

DATE	EQUIPMENT OR LABOR	MATERIAL	QTY	UM	COST	EXT
	Excavation/discovery and cap dead man to stop infiltration of sand.					
	Cat Backhoe		1	LS	\$ 1,700.00	\$ 1,700.00
	Forman		8	Hrs	\$ 150.00	\$ 1,200.00
	Laborer		24	Hrs	\$ 95.00	\$ 2,280.00
	Truck and driver		8	Hrs	\$ 135.00	\$ 1,080.00
	Supervisor		4	Hrs	\$ 200.00	\$ 800.00
		Asphalt removed	5	Tons	\$ 55.00	\$ 275.00
		3/4 Clean	5	Tons	\$ 70.00	\$ 350.00
		Asphalt installed	5	Tons	\$ 110.00	\$ 550.00
	Crew truck and tools		1	LS	\$ 500.00	\$ 500.00
	Compressor and sawcut		1	LS	\$ 1,000.00	\$ 1,000.00

TOTAL:

\$	9,735.00
\$	9,735.00



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-384

Resolution awarding a bid for Fire Apparatus Maintenance and Repairs to FIS Onsite Services.



RESOLUTION NO. 2023-384

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

RESOLUTION AWARDING BID FOR FIRE APPARATUS MAINTENANCE AND REPAIRS

WHEREAS, on Tuesday, July 11, 2023 the City of Asbury Park (the “City”) accepted bids for Fire Apparatus Maintenance and Repairs; and

WHEREAS, the City received three (3) sealed bids for Fire Apparatus Maintenance and Repairs; and

WHEREAS, it has been determined that FIS Onsite Services, LLC submitted the lowest responsible bid in accordance with the bid specifications; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Current Account Number 3-01-25-265-000-203; and

WHEREAS, it is the desire of the governing bid to award a contract for Fire Apparatus Maintenance and Repairs to FIS Onsite Services, LLC; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey that it hereby awards a contract to FIS Onsite Services, LLC for Fire Apparatus Maintenance and Repairs.

NOW, THEREFORE BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the City Manager, Chief of Fire 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. 2023-384 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.



~~Lisa Esposito~~, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK



Mayor John Moor

Deputy Mayor Amy Quinn

Eileen Chapman, City Councilmember

Yvonne Clayton, City Councilmember

Angela Ahbez-Anderson, City Councilmember

Donna M. Vieiro, City Manager

**BID SPECIFICATIONS
FOR
FIRE APPARATUS MAINTENANCE AND REPAIRS**

ISSUE DATE: June 14, 2023

DUE DATE: July 11, 2023 11:00 AM

**ISSUED BY:
CITY OF ASBURY PARK
COUNTY OF MONMOUTH**

Instructions to Bidders and Statutory Requirements

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as “owner,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications. (Please See Attachment II.)
- B. Sealed bids will be received by the designated representative on Tuesday, July 11, 2023 at the time of 11:00 am in the Municipal Council Chambers, One Municipal Plaza, Asbury Park, NJ as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the bid/contract title.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

II. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

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

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

Please see Attachment III

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

III. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

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

IV. INSURANCE AND INDEMNIFICATION

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

A. INSURANCE REQUIREMENTS

- ☐ 1. Worker's Compensation Insurance
Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
- ☐ 2. General Liability Insurance
Combined Single Limit Liability – Occurrence Form
\$1,000,000.00 Each Occurrence Limit
\$2,000,000.00 Aggregate Limit
- ☐ 3. Automotive Liability Insurance - \$1,000,000.00 Combined single limit.
- ☐ 4. Other Forms of Insurance Required

B. CERTIFICATES OF THE REQUIRED INSURANCE

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

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

C. INDEMNIFICATION

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

V. PRICING INFORMATION FOR PREPARATION OF BIDS

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

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

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

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

VI. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

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

1. Goods, Professional Services and General Service Contracts

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

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

Please see Attachment IV

B. NEW JERSEY ANTI-DISCRIMINATION

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

C. AMERICANS WITH DISABILITIES ACT OF 1990

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

D. STATEMENT OF OWNERSHIP

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

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

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

Please see Attachment VII

F. PROOF OF BUSINESS REGISTRATION

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

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in

turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

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

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

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

Emergency Purchases or Contracts

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

Please see Attachment VIII

G. PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN

P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran. Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("Russia-Belarus list") or in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 list"). Please see Attachment IX

H. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

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

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

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

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the

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

J. PREVAILING WAGE ACT

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

K. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

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

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

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

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

☒ L. NON-COLLUSION AFFIDAVIT

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

Please see Attachment X

VII. METHOD OF CONTRACT AWARD

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

VIII. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

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

IX. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of

any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.

C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.

D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

H. The owner may terminate the contract for convenience by providing 60-calendar days advanced notice to the contractor.

I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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

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

X. PAYMENT

- A. No payment will be made unless duly authorized by the owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.
- C. The owner may withhold all or partial payments on account of subsequently discovered evidence

including but not limited to the following:

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the contract can be completed for the balance then unpaid.

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

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

XI. OTHER PROVISIONS

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:

1. Not use or disclose protected health information other than as permitted or required by law
2. Use appropriate safeguards to protect the confidentiality of the information
3. Report any use or disclosure not permitted

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

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

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

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

ATTACHMENT I

Bid Document Checklist

Attachment: FIS ONSITE SERVICE LLC (2023-384 : Awarding Bid for Fire Apparatus Maintenance & Repairs)

City of Asbury Park
BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Acknowledgment of Receipt of Addenda	<i>JS</i>
☒	Mandatory Affirmative Action Language	<i>JS</i>
☒	New Jersey Anti-Discrimination	<i>JS</i>
☒	Americans with Disabilities Act of 1990 Language	<i>JS</i>
☒	Stockholder Disclosure Certification Statement of Ownership	<i>JS</i>
☒	Proof of Business Registration	<i>JS</i>
☒	Prohibited Russia-Belarus Activities & Iran Investment Activities	<i>JS</i>
☒	Non-Collusion Affidavit	<i>JS</i>
☒	Bid Proposal Form, Including Pricing Sheets	<i>JS</i>
☒	Statement of Authority	<i>JS</i>
☒	General Contractor Vendor Information	<i>JS</i>
☒	General Data Information Sheet	<i>JS</i>
☒	Reference Sheet	<i>JS</i>

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

ATTACHMENT II

Notice to Bidders

Attachment: FIS ONSITE SERVICE LLC (2023-384 : Awarding Bid for Fire Apparatus Maintenance & Repairs)

Notice to Bidders

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Qualified Purchasing Agent, for the City of Asbury Park, County of Monmouth, State of New Jersey on Tuesday, July 11, 2023 at 11:00 AM prevailing time at the Municipal Council Chambers, One Municipal Plaza, Asbury Park, NJ 07712 at which time and place bids will be opened and read in public for:

Fire Apparatus Maintenance and Repairs

Contract documents for the proposed work may be examined at the Finance Office at City Hall, One Municipal Plaza, Asbury Park, N.J. 07712 between the hours of 10:00 a.m. and 4:00 p.m., Monday through Friday and online at: www.cityofasburypark.com/bids

Bids must be made on the proposal forms included with the bid specification, be enclosed in a sealed package bearing the name and address of the bidder and the name of the work on the outside addressed to:

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

The City reserves the right to award this contract based on the funds available. The City reserves the right to reject any or all bids and to waive any informality in any bid, in its opinion, if it is in the best interest to do so and to award the contract for any and or all items.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Tracy Lizardi
Qualified Purchasing Agent

Publication Date:
Wednesday, June 14, 2023

ATTACHMENT III

Acknowledgement of Receipt of Addenda

Attachment: FIS ONSITE SERVICE LLC (2023-384 : Awarding Bid for Fire Apparatus Maintenance & Repairs)

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received: ☒

Acknowledged for: FIS on Site Service LLC.
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: Frank Scheper
(Print or Type)

Title: Managing Member

Date: 7/9/2023

ATTACHMENT IV

Affirmative Action Compliance

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

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

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

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

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

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

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

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

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

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

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: FIS on site Service LLC

SIGNATURE: 

PRINT NAME: Frank Schefer

TITLE: Managing Member

DATE: 7/9/2023

Attachment: FIS ONSITE SERVICE LLC (2023-384 : Awarding Bid for Fire Apparatus Maintenance & Repairs)

ATTACHMENT V

New Jersey Anti-Discrimination Provisions

Attachment: FIS ONSITE SERVICE LLC (2023-384 : Awarding Bid for Fire Apparatus Maintenance & Repairs)

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

ATTACHMENT VI

Americans with Disabilities Act of 1990

Attachment: FIS ONSITE SERVICE LLC (2023-384 : Awarding Bid for Fire Apparatus Maintenance & Repairs)

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

ATTACHMENT VII

Stockholders Disclosure Certification

Attachment: FIS ONSITE SERVICE LLC (2023-384 : Awarding Bid for Fire Apparatus Maintenance & Repairs)

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: FIS ON SITE SERVICE LLC

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. •

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|---|--|
| ☐ Partnership | ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☒ Limited Liability Corporation | ☐ Limited Liability Partnership |
| ☐ Subchapter S Corporation | ☐ Non-Profit | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Frank Schefer

Name: _____

Home Address: 206 Davis Ave
Forked River, NJ 08731

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 5th day of July, 23.

(Notary Public)

My Commission expires: 11/14/26



[Signature]
(Affiant)

Paul Dinunzi - Notary Public
(Print name & title of affiant)

(Corporate Seal)

HIGH-TEMPERATURE POLYMERIZATION OF
 SUBSTITUTED VINYL MONOMERS IN AQUEOUS MEDIA

01/20/2025 12:00 PM

[illegible]

1. Importance of the subject - The subject is important because it is a fundamental part of the curriculum and it helps to develop the student's understanding of the world around them.

[illegible][illegible]

and that the individual's response to the question "how would you feel if..."

Handwritten: 10-17-68

100-443887-1000

[Signature]

$$E_{\text{eff}} = \frac{E_0}{1 + \frac{1}{2} \frac{E_0}{E_{\text{eff}}} \frac{d}{\lambda}} \quad (1)$$

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[illegible]

[Handwritten signature]

Figure 1. The effect of the concentration of the *Agrobacterium* suspension on the transformation efficiency of *Agrobacterium* strains.

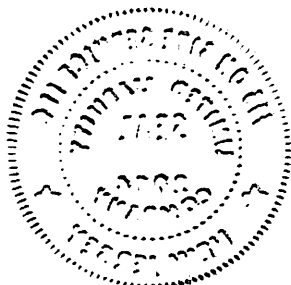
1. *Chlorophyll a* and *Chlorophyll b*

1. *Chlorophyll a* and *Chlorophyll b* were determined by the method of Lichtenthaler and Whistler (1973). The *Chlorophyll a* and *Chlorophyll b* contents were expressed as $\mu\text{g g}^{-1}$ of fresh weight.

[illegible]

100

68-1097



ATTACHMENT VIII

Proof of Business Registration

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME:	TRADE NAME	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:	 Acting Director	
01/01/01		
FORM BRC(07-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
F I S ONSITE SERVICE LLC

ADDRESS:
206 DAVIS AVE
FORKED RIVER NJ 08731
EFFECTIVE DATE:

04/16/14

TRADE NAME:

SEQUENCE NUMBER:
1867489

ISSUANCE DATE:
04/16/14



Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
FILING CERTIFICATION (CERTIFIED COPY)**

FIS ON SITE SERVICE LLC

0400641372

I, the Treasurer of the State of New Jersey, do hereby certify, that the above-named did file and record in this department the below listed document(s) and that the foregoing is a true copy of the formation certificate as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



Certification#

Verify this certificate at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
10th day of March, 2014*

Andrew P Sidamon-Eristoff

State Treasurer

Attachment: FIS ONSITE SERVICE LLC (2023-384 : Awarding Bid for Fire Apparatus Maintenance & Repairs)

Certification 60622

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2019** to **15-MAR-2026**

FIS ON SITE SERVICE, LLC
206 DAVIS AVE.
FORKED RIVER

NJ 08731



A handwritten signature in cursive script, reading "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer



FISONSI-01

3.D.3.a

ACAMARENA

DATE (MM/DD/YYYY)

7/5/2023

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER BHI Insurance Associates 240 Main Street PO Box 5018 Toms River, NJ 08754	CONTACT NAME: Lisa M. Perna PHONE (A/C, No, Ext): (732) 349-2300 229 FAX (A/C, No): (732) 349-2276 E-MAIL ADDRESS: LPerna@BHI-Insurance.net														
INSURED FIS Onsite Service LLC P O Box 827 Forked River, NJ 08731	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Colony Insurance Company</td><td>39993</td></tr><tr><td>INSURER B : ARI Insurance Companies</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Colony Insurance Company	39993	INSURER B : ARI Insurance Companies		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Colony Insurance Company	39993														
INSURER B : ARI Insurance Companies															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			GP8579199	1/31/2023	1/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	PWC1069585	8/20/2022	8/20/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,00 E.L. DISEASE - EA EMPLOYEE \$ 500,00 E.L. DISEASE - POLICY LIMIT \$ 500,00
A	Garage Liability			GP8579199	1/31/2023	1/31/2024	\$2,000,000 Aggregate 1,000,00
A	Garagekeepers			GP8579199	1/31/2023	1/31/2024	120,00

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

CERTIFICATE HOLDER

CANCELLATION

City Of Asbury Park
Asbury, NJ

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ATTACHMENT IX

Prohibited Russia-Belarus Activities & Iran Investment Activities

Attachment: FIS ONSITE SERVICE LLC (2023-384 : Awarding Bid for Fire Apparatus Maintenance & Repairs)

CERTIFICATION OF PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN PURSUANT TO P.L.2022, c.3

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

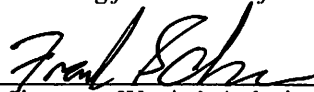
You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Borough of Middlesex is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of Middlesex to notify the Borough of Middlesex in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Borough of Middlesex and that the at its option may declare any contract(s) resulting from this certification void and unenforceable.



Signature of Vendor's Authorized Representative

7/9/2023

Date

Frank Schefer Managing Member

Print Name and Title of Vendor's Authorized Representative

Frank Schefer

Vendor Name

609-693-7122

Vendor Phone Number

206 Davis Ave

Vendor Address (Street Address)

866-733-9774

Vendor Fax Number

Forked River, NJ 08731

Vendor Address (City/State/Zip Code)

Frank@Fisoss.com

Vendor Email Address for Authorized Representative

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting, or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

ATTACHMENT X

Non-Collusion Affidavit

Attachment: FIS ONSITE SERVICE LLC (2023-384 : Awarding Bid for Fire Apparatus Maintenance & Repairs)

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Oceanss: 148-66-8016

I, Frank Schepfer residing in Lacey Township
 (name of affiant) (name of municipality)

in the County of Ocean and State of New Jersey of full age,
 being duly sworn according to law on my oath depose and say that:

I am OWNER of the firm of Fis on Site Service LLC
 (Title or position) (Name of firm)

the bidder making this Proposal for the bid
Asbury Park
 entitled Fire Apparatus Maintenance and Repairs, and that I executed the said proposal with
 (title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Asbury Park relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

[Signature]
 Signature

July 5th, 2023

Frank Schepfer
 (Type or print name of affiant under signature)

[Signature]
 Notary public of New Jersey

My Commission expires 11/14/26

(Seal)



Attachment XI

Technical Specifications

Specifications

Fire Apparatus Maintenance and Repairs

CURRENT LARGE FIRE APPARATUS VEHICLE INVENTORY

Chassis:

- (2) 2006 HME model: MFDxI-12
- (1) 2019 Seagrave model: Marauder
- (1) 2013 Seagrave model: Marauder
- (1) 1999 Seagrave model: JP-06-DA
- (1) 1994 Ford model: L8000

Aerial Ladders:

- (1) Aerialscope 75' tower ladder
- (1) Seagrave model: JP-06-DA 100' aerial ladder

Fire Pumps:

- (1) Waterous model: CSU, single-stage 2000 gallon-per-minute rating
- (2) Hale model: QMax 150-231, single-stage 1500 gallon-per-minute rating

GENERAL

The Contractor shall furnish all necessary supervision, labor, tools, parts, and equipment required to perform inspections, maintenance, repairs, and testing of the fleet of fire apparatus, ambulances, and other vehicles. All services performed by the Contractor shall meet the National Fire Protection Association (NFPA) 1911, Standard for the Inspection, Maintenance, testing, and Retirement of In-Service Automotive Fire Apparatus, current edition. In addition, all services provided by the Contractor shall be consistent with industry best practices, shall meet all applicable federal, state, and local standards and shall follow manufacturer's recommendations. The Contractor shall repair vehicles in a timely manner to correct deficiencies and return the vehicle to an in-service status.

The Contractor shall perform services, including inspection, maintenance, testing and repair onsite at 800 Main Street, Asbury Park, New Jersey 07712. The Contractor shall work with the Fleet Maintenance Supervisor or his designee to determine the most suitable location where services will be performed. If the apparatus is to be serviced at the Contractor's service facility price should include pick-up and delivery services.

It shall be the responsibility of the Contractor to arrange for pick-up and delivery of all apparatus upon recommendation they be transported to the Contractor's facility. No apparatus shall be taken without prior approval from the Fleet maintenance Supervisor.

The Contractor is responsible for the security of any apparatus in its custody. The Contractor's custody includes any on- site work activity at a City facility; the Contractor's transport of any apparatus from its location to the Contractor's facility; the return transport of the unit to its location; and any period that the unit is located at the Contractor's facility. The Contractor is responsible for all costs associated with correcting damage attributable to the Contractor while the unit is in the Contract's custody.

QUALIFICATIONS

The successful vendor(s) shall provide only qualified Emergency Vehicle Technicians to perform any diagnosis, repair or maintenance services on the vehicles listed in Item 1 of these Specifications. Certain issues require factory-authorized technicians and services for diagnosis and repairs. Vendors must indicate on the Bid Proposal Sheet if they are factory- authorized for any specific vehicle makes.

PROCESS

A blanket purchase order for one (1) hour of diagnosis will be issued for any requested repairs. Written estimates for all repairs must be forwarded to Fleet Maintenance Supervisor and Purchasing Agent within one (1) business day of diagnosis. Estimates must be provided any time additional labor or parts are required that will result in an increase to the cost or change of scope of the authorized repairs.

PREVENTATIVE MAINTENANCE

Each inspection, maintenance, and testing of apparatus must meet the minimum requirements of NFPA 1911 Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus current edition. Inspections will be conducted utilizing a checklist developed by the vendor and approved by the City of Asbury Park Fire Department.

A. Bi-Annual Maintenance

The successful vendor(s) will conduct preventative maintenance inspections on The City's fire and emergency medical fleet bi-annually (twice a year). Inspections will be conducted utilizing a checklist developed by the vendor and approved by the City of Asbury Park. The checklist must be modeled after the NFPA 1911 Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus current edition. During the second bi-annual inspection the wheels will be removed for brake inspection.

Maintenance inspections requiring wheel removal for brake inspection will be conducted at the vendor's facility. Copies of the completed checklist and any additional vendor-supplied work orders associated with the inspections must be forwarded to the Fleet Maintenance Supervisor within one (1) business day of the completed inspection for each vehicle. Estimates for any additional work must be forwarded to the Fleet Supervisor and the office of the Purchasing Agent within seven (7) calendar days of the maintenance inspection. An updated purchase order will be issued for work that is approved by the City of Asbury Park. Final inspections reports, invoices, and signed purchase orders must be submitted no later than the last day of the month in which inspections were completed.

B. Annual Fire Pump Service

Annual fire pump service shall meet or exceed and be inspected in accordance will NFPA 1911 Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus current edition and be serviced and inspected to the manufacturer's recommendations.

All fire pumps are to be serviced and will include the following:

- Check packings for leakage and adjust or replace packings, as needed.
- Check all discharges for leakage (under pressure)
- Check for leaks in all valves, drains, pipes, and fittings.

- Check that all intake strainers are present and in proper condition.
- Check that pump transfer valve is functional.
- Determine if the pressure relief control system is functioning properly.
- Check pump transmission oil level
- Check primer operation with a dry vacuum test.
- Determine if all pressure gauges are displaying within 10 psi of actual pressure.
- Provide any additional equipment required to perform fire apparatus pump test.

C. Annual Aerial Service

Annual aerial service shall meet or exceed and be inspected in accordance with NFPA 1911 Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus current edition and be serviced and inspected to the manufacturer's recommendations.

D. Annual Chassis and Fluid Service

The Annual Chassis and Fluid Service shall meet or exceed and be inspected in accordance with NFPA 1911 Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus current edition and be serviced and inspected to the manufacturer's recommendations.

The Chassis and Fluid Services will include the following: Oil change, replacing the oil filter, fuel, and water separator filters, coolant filter, checking pH level of coolant, air intake filter (if needed), power steering filter, transmission service and filter, differential oil change, checking and topping off all fluid levels, checking air dryer system and replacing air dryer system filters (if needed), greasing entire chassis and suspension.

VEHICLE REPAIR SERVICES

Vendors must be available to travel to our location to diagnose vehicle issues within two business days of a request for service. Emergency repairs must be diagnosed within one business day. Due to the nature of emergency services, it is vital that vehicles are repaired quickly and proficiently to ensure the safety of our employees and efficiency of our agency. A blanket purchase order will be issued for all successful vendors to allow for one (1) hour of diagnosis labor only for diagnosis of vehicle issues.

If additional parts or work are required, the vendor must coordinate with the Fleet Maintenance Supervisor and Purchasing Agent to ensure the necessary estimates are provided and purchase orders are approved while completing repairs in a timely manner.

It is understood that vendors may be able to complete some repairs immediately upon diagnosis and would not be able to provide an estimate prior to beginning repairs. In this situation only, and at the discretion of the Fleet Maintenance Supervisor or his designee, verbal authorization to proceed with repairs may be given. Verbal authorization to proceed with repairs shall only be acceptable if verbal authorization is given by an authorized employee AND if vendor(s) provides a written estimate to Fleet Maintenance Supervisor and Purchasing Agent upon the technician's return to the vendor's shop / place of business, within 1 business day of beginning repairs. For any repair that cannot be completed immediately upon diagnosis, a written estimate for the parts or labor required for repair is required and all parts and labor shall be approved in writing only.

**CITY OF ASBURY PARK
FIRE APPARATUS MAINTENANCE AND REPAIRS
PROPOSAL SHEET**

Vendor Name: F I S ONSITE SERVICE LLC	Phone # 609-693-7122	Fax #: 866-733-9774
Street Address: 206 Davis Avenue	Business Hours: Monday - Friday 7:00 am to 4:00 pm 24 hour Emergency Service	
City, State, Zip Code: Forked River, NJ 08731	Are your technicians qualified Emergency Vehicle Technicians? Yes/No Yes	
Service Contact : Frank Scheper	Service Contact Phone #: 609-693-7122	
Service Contact Email Address: frank@fisoss.com		
Billing Contact : Frank Scheper	Billing Contact Phone #: 609-693-7122	
Billing Contact Email Address: frank@fisoss.com		
Are you able to provide factory-authorized services for any of the vehicle makes/ models listed in this bid? Yes/No: No List Makes/Models:		
Provide Time Estimate for Completion of Vehicle Repair Services and Preventative Maintenance Inspection and Service: All repair services and preventative maintenance and services will be performed in one (1) business day		

Attachment: FIS ONSITE SERVICE LLC (2023-384 : Awarding Bid for Fire Apparatus Maintenance & Repairs)

**CITY OF ASBURY PARK
FIRE APPARATUS MAINTENANCE AND REPAIRS
PROPOSAL SHEET**

COST PROPOSAL SECTION	Cost in Numbers	Cost in Words
VEHICLE REPAIR SERVICES - HOURLY RATE		
Hourly Rate	\$ 95.00	Ninety-five dollars
Rate for pick-up and delivery of apparatus to and from vendor facility when off-site repair is required	\$ 0.00	Zero
Rate for towing to vendor facility if required	\$ 0.00	Zero
FIRST SEMI-ANNUAL PREVENTATIVE MAINTENANCE INSPECTION AND SERVICE FLAT RATE TOTAL COST INCLUDING PARTS AND LABOR		
2006 HME Model MFDxl-12	\$ 245.00	Two hundred forty-five dollars
2006 HME Model MFDxl-12	\$ 245.00	Two hundred forty-five dollars
2019 Seagrave Model Marauder	\$ 245.00	Two hundred forty-five dollars
2013 Seagrave Model Marauder	\$ 245.00	Two hundred forty-five dollars
1999 Seagrave Model JP-06-DA	\$ 245.00	Two hundred forty-five dollars
1994 Ford Model L8000	\$ 245.00	Two hundred forty-five dollars
2015 Ford E-450	\$ 210.50	Two hundred ten dollars and fifty cents
2015 Ford E-450	\$ 210.50	Two hundred ten dollars and fifty cents
2018 Ford E-450	\$ 210.50	Two hundred ten dollars and fifty cents
2022 Ford E-450	\$ 210.50	Two hundred ten dollars and fifty cents
2006 Ford F-450	\$ 210.50	Two hundred ten dollars and fifty cents
2008 Ford F-450	\$ 210.50	Two hundred ten dollars and fifty cents
SECOND SEMI-ANNUAL PREVENTATIVE MAINTENANCE INSPECTION AND SERVICE & BRAKE INSPECTION FLAT RATE TOTAL COST INCLUDING PARTS AND LABOR		
2006 HME Model MFDxl-12	\$ 285.00	Two hundred eighty-five dollars
2006 HME Model MFDxl-12	\$ 285.00	Two hundred eighty-five dollars
2019 Seagrave Model Marauder	\$ 285.00	Two hundred eighty-five dollars
2013 Seagrave Model Marauder	\$ 285.00	Two hundred eighty-five dollars
1999 Seagrave Model JP-06-DA	\$ 285.00	Two hundred eighty-five dollars
1994 Ford Model L8000	\$ 285.00	Two hundred eighty-five dollars
2015 Ford E-450	\$ 230.50	Two hundred thirty dollars and fifty cents
2015 Ford E-450	\$ 230.50	Two hundred thirty dollars and fifty cents
2018 Ford E-450	\$ 230.50	Two hundred thirty dollars and fifty cents
2022 Ford E-450	\$ 230.50	Two hundred thirty dollars and fifty cents
2006 Ford F-450	\$ 230.50	Two hundred thirty dollars and fifty cents
2008 Ford F-450	\$ 230.50	Two hundred thirty dollars and fifty cents

ANNUAL FIRE PUMP SERVICE - FLAT RATE TOTAL COST INCLUDING PARTS AND LABOR		
Waterous Model CSU	\$ 350.00	Three hundred fifty dollars
Hale Model QMax 150-231	\$ 350.00	Three hundred fifty dollars
Hale Model QMax 150-231	\$ 350.00	Three hundred fifty dollars
ANNUAL AERIAL SERVICE - FLAT RATE TOTAL COST INCLUDING PARTS AND LABOR		
Aerial Scope 75' Tower ladder	\$ 1,495.00	One thousand four hundred ninety-five dollars
Seagrave Model JP-05-DA 100' Aerial Ladder	\$ 1,295.00	One thousand two hundred ninety-five dollars
ANNUAL CHASSIS AND FLUID SERVICE - FLAT RATE TOTAL COST INCLUDING PARTS AND LABOR		
2006 HME Model MFDxl-12	\$ 2,285.00	Two thousand two hundred eighty-five dollars
2006 HME Model MFDxl-12	\$ 2,285.00	Two thousand two hundred eighty-five dollars
2019 Seagrave Model Marauder	\$ 2,285.00	Two thousand two hundred eighty-five dollars
2013 Seagrave Model Marauder	\$ 2,285.00	Two thousand two hundred eighty-five dollars
1999 Seagrave Model JP-06-DA	\$ 2,285.00	Two thousand two hundred eighty-five dollars
1994 Ford Model L8000	\$ 2,285.00	Two thousand two hundred eighty-five dollars

Are you authorized to perform warranty repairs on the following components?

1. Seagrave Chassis No
2. HME Chassis No
3. Waterous pumps and valves No
4. Hale pumps and valves No
5. Akron valves No
6. Whelen emergency lighting No

BID - FIRE APPARATUS MAINTENANCE AND REPAIRS
TUESDAY, JULY 11, 2023 11:00 AM

FIS ONSITE LLC
206 DAVIS AVENUE
FORKED RIVER, NJ 08731
FRANK SCHEPER
FRANK@FISOSS.COM
(609) 693 - 7122

DEFENDER EMERGENCY PRODUCTS SALES & SERVICE
126 S. MAIN STREET
FARMINGDALE, NJ 07727
BARNEY BARNES
BARNEY.BARNES@DEFENDEREMERGENCY.COM
(732) 840 - 9389

PL CUSTOM BODY AND EQUIPMENT CO., INC.
2201 ATLANTIC AVENUE
MANASQUAN, NJ 08736
KRISTEN JANSEN
KJANSEN@NJEV.NET
(732) 223 - 1411 EXT 145

VEHICLE REPAIR SERVICES - HOURLY RATE			
Hourly Rate	\$ 95.00	\$ 105.00	\$ 120.00
Rate for pick-up and delivery of apparatus to and from vendor facility when off-site repair is required	\$ -	\$ -	\$ -
Rate for towing to vendor facility if required	\$ -	\$450.00 - \$1,650.00	\$ 385.00
FIRST SEMI-ANNUAL PREVENTATIVE MAINTENANCE INSPECTION AND SERVICE FLAT RATE TOTAL COST INCLUDING PARTS AND LABOR			
2006 HME Model MFDxl-12	\$ 245.00	\$ 600.00	\$ 1,650.00
2006 HME Model MFDxl-12	\$ 245.00	\$ 600.00	\$ 1,650.00
2019 Seagrave Model Marauder	\$ 245.00	\$ 600.00	\$ 1,650.00
2013 Seagrave Model Marauder	\$ 245.00	\$ 900.00	\$ 1,650.00
1999 Seagrave Model JP-06-DA	\$ 245.00	\$ 900.00	\$ 1,650.00
1994 Ford Model L8000	\$ 245.00	\$ 450.00	\$ 610.00
2015 Ford E-450	\$ 210.50	\$ 250.00	\$ 240.00
2015 Ford E-450	\$ 210.50	\$ 250.00	\$ 240.00
2018 Ford E-450	\$ 210.50	\$ 250.00	\$ 240.00
2022 Ford E-450	\$ 210.50	\$ 250.00	\$ 240.00
2006 Ford F-450	\$ 210.50	\$ 250.00	\$ 295.00
2008 Ford F-450	\$ 210.50	\$ 250.00	\$ 295.00
SECOND SEMI-ANNUAL PREVENTATIVE MAINTENANCE INSPECTION AND SERVICE & BRAKE INSPECTION FLAT RATE TOTAL COST INCLUDING PARTS AND LABOR			
2006 HME Model MFDxl-12	\$ 285.00	\$ 850.00	\$ 1,650.00
2006 HME Model MFDxl-12	\$ 285.00	\$ 850.00	\$ 1,650.00
2019 Seagrave Model Marauder	\$ 285.00	\$ 850.00	\$ 1,650.00
2013 Seagrave Model Marauder	\$ 285.00	\$ 1,200.00	\$ 1,650.00
1999 Seagrave Model JP-06-DA	\$ 285.00	\$ 1,200.00	\$ 1,650.00
1994 Ford Model L8000	\$ 285.00	\$ 650.00	\$ 610.00
2015 Ford E-450	\$ 230.50	\$ 550.00	\$ 240.00
2015 Ford E-450	\$ 230.50	\$ 550.00	\$ 240.00
2018 Ford E-450	\$ 230.50	\$ 550.00	\$ 240.00
2022 Ford E-450	\$ 230.50	\$ 550.00	\$ 240.00
2006 Ford F-450	\$ 230.50	\$ 550.00	\$ 610.00
2008 Ford F-450	\$ 230.50	\$ 550.00	\$ 610.00
ANNUAL FIRE PUMP SERVICE - FLAT RATE TOTAL COST INCLUDING PARTS AND LABOR			
Waterous Model CSU	\$ 350.00	\$ 595.00	\$ 560.00
Hale Model QMax 150-231	\$ 350.00	\$ 595.00	\$ 560.00
Hale Model QMax 150-231	\$ 350.00	\$ 595.00	\$ 560.00
ANNUAL AERIAL SERVICE - FLAT RATE TOTAL COST INCLUDING PARTS AND LABOR			
Aerial Scope 75' Tower ladder	\$ 1,495.00	\$ 2,100.00	\$ 1,400.00
Seagrave Model JP-05-DA 100' Aerial Ladder	\$ 1,295.00	\$ 2,100.00	\$ 1,680.00
ANNUAL CHASSIS AND FLUID SERVICE - FLAT RATE TOTAL COST INCLUDING PARTS AND LABOR			
2006 HME Model MFDxl-12	\$ 2,285.00	\$ 1,850.00	\$ 1,650.00
2006 HME Model MFDxl-12	\$ 2,285.00	\$ 1,850.00	\$ 1,650.00
2019 Seagrave Model Marauder	\$ 2,285.00	\$ 1,850.00	\$ 1,650.00
2013 Seagrave Model Marauder	\$ 2,285.00	\$ 1,850.00	\$ 1,650.00
1999 Seagrave Model JP-06-DA	\$ 2,285.00	\$ 1,850.00	\$ 1,650.00
1994 Ford Model L8000	\$ 2,285.00	\$ 1,850.00	\$ 710.00
GRAND TOTALS	\$ 23,471.00	\$ 31,640.00	\$ 35,675.00
Are you authorized to perform warranty repairs on the following components?			
1. Seagrave Chassis	NO	NO	NO
2. HME Chassis	NO	NO	NO
3. Waterous pumps & valves	NO	YES	NO
4. Hale pumps & valves	NO	YES	NO
5. Akron valves	NO	YES	NO
6. Whelen emergency lighting	NO	YES	NO
Are you able to provide factory-authorized services for any vehicles listed on bid?	NO	NO BUT ABLE TO ASSIST IN RECEIVING FACTORY AUTHORIZED REPAIRS	ALL FORD MODELS
Time Estimate for Completion of repairs & preventative maintenance inspection & services	1 Business Day	24 -48 HOURS	STANDARD PM FORD - 3 HOURS STANDARD PM PUMP & RESCUE - 8HOURS STANDARD PM AERIAL - 16 HOURS

Attachment: Bid Summary (2023-384 : Awarding Bid for Fire Apparatus Maintenance & Repairs)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-385

Resolution approving change order 5 for Memorial Drive Improvements Project in the amount of \$0.00



RESOLUTION NO. 2023-385

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

RESOLUTION APPROVING CHANGE ORDER 5 FOR MEMORIAL DRIVE IMPROVEMENTS PROJECT

WHEREAS, the City Council of Asbury Park awarded a contract to Lucas Brothers Inc. on November 22, 2022 for Memorial Drive Improvements Project via Resolution #2022-464; and

WHEREAS, the original contract amount approved by the City Council was in the sum of three million eight hundred twenty-one thousand eight hundred twenty-one dollars (\$3,821,821.00); and

WHEREAS, the City had approved via Resolution 2023-173 Change Order #1 and had no change to the contract amount of \$3,821.821.00; and

WHEREAS, the City had approved via Resolution 2023-306 Change Order #2 and had no change to the contract amount of \$3,821.821.00; and

WHEREAS, the City had approved via Resolution 2023-306 Change Order #3 and had no change to the contract amount of \$3,821.821.00; and

WHEREAS, the City had approved via Resolution 2023-351 Change Order #4 and had no change to the contract amount of \$3,821.821.00; and

WHEREAS, Change Order # 5 reflects additions and reductions resulting in a zero (\$0.00) dollar net change to the contract; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-09-17-906-000-902 and C-09-17-906-000-903 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Mayor and State of New Jersey that Change Order 5 shall not exceed zero

dollars and zero cents (\$0.00).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 5 on behalf of the Governing Body.

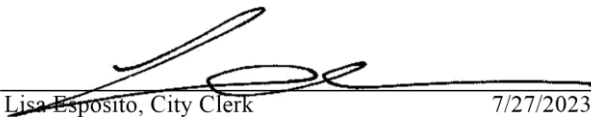
BE IT FURTHER RESOLVED that the contract between the parties referred to above shall be amended to reflect the changes approved herein.

BE IT FURTHER RESOLVED that a certification of availability of funds shall be attached to the original copy of this resolution and kept in the files of the City Clerk.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the CFO, Lucas Brothers Inc., City Engineer, City Manager and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-385 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.


Lisa Esposito, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00772

CHANGE ORDER NO. 5

DATE:

July 18, 2023

PROJECT:

Memorial Drive Improvements

OWNER:

City of Asbury Park

CONTRACTOR:

Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

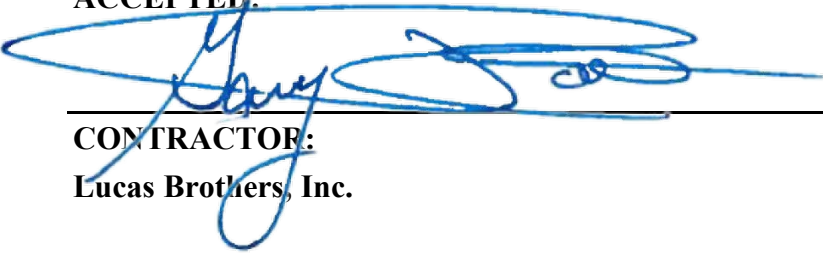
REDUCTIONS:

Various items are reduced to reflect current as-built quantities.

EXTRA:

Various items are increased to reflect current as-built quantities.

SUPPLEMENTARY:

APPROVAL RECOMMENDED:	SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
 JASON D. HARZOLD PRINCIPAL PROJECT MANAGER	A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$95,900.00
	B. TOTAL EXTRAS THIS C.O.	\$95,900.00	XXXXXXXXXXXX
 CONTRACTOR: Lucas Brothers, Inc.	C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXXXX
OWNER'S APPROVALS:	TOTALS THIS C.O.	\$95,900.00	\$95,900.00
	NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
	PREVIOUS CHANGE ORDERS	\$233,413.56	\$233,413.56
NOTE: All work to be done according to Contract Specifications.	TOTAL CHANGE ORDERS TO DATE	\$329,313.56	\$329,313.56
	NET CHANGE IN CONTRACT	\$0.00	\$0.00

ORIGINAL CONTRACT BID PRICE		\$3,821,821.00
CHANGE ORDERS TO DATE	0.00%	\$0.00
REVISED CONTRACT PRICE		\$3,821,821.00

Attachment: Lucas Brothers - Change Order No. 5 - Signed (2023-385 : Change Order #5 for Memorial Drive Improvement Project)

CHANGE ORDER NO. 5

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00772

PROJECT:	Memorial Drive Improvements
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OWNER:	City of Asbury Park
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CONTRACTOR:	Lucas Brothers, Inc.
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	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
REDUCED TION	2	Silt Fence (If & Where Directed)	480.00	LF	\$0.01	\$4.80
	7	Construction Signs	1.40	SF	\$15.00	\$21.00
	9	Sewer Lateral Tracing (Allowance)	1.00	UN	\$15,000.00	\$15,000.00
	17	HMA 9.5M64 Surface Course, 2" Thick	75.00	TON	\$205.00	\$15,375.00
	18	HMA 19M64 Base Course, 4" Thick	100.00	TON	\$80.00	\$8,000.00
	27	Flowable Fill, Clay Pipe Abandonment	20.00	CY	\$1.00	\$20.00
	35	4" Polyvinyl Chloride Sewer Pipe Lateral (Replacement)	676.00	LF	\$85.00	\$57,460.00
	70	Seeding and Fertilizing, Type G	16.00	SY	\$1.20	\$19.20

A.	TOTAL REDUCTIONS	\$95,900.00
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E X T R A	19	16" DIP, Class 52	134.00	LF	\$650.00	\$87,100.00
	22	Inlet, Type B	2.00	UN	\$4,400.00	\$8,800.00

B.	TOTAL EXTRA	\$95,900.00
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S U P P L E M E N T A R Y					\$0.00 \$0.00
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C.	TOTAL SUPPLEMENTARY	\$0.00
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Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-387

Resolution authorizing and approving the submittal of a grant application and execute a grant contract with the NJDOT for Third and Fourth Avenue Roadway Improvements Project.



RESOLUTION NO. 2023-387

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

RESOLUTION AUTHORIZING AND APPROVING THE SUBMITTAL OF A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THIRD AND FOURTH AVENUE ROADWAY IMPROVEMENTS PROJECT

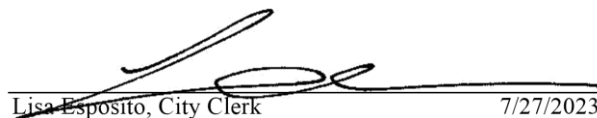
NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Asbury Park, Monmouth County, New Jersey, does hereby formally approve the grant application for the above stated project.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Mayor, City Council, City Manager, City Engineer and City Clerk are hereby authorized to submit an electronic grant application identified as MA-2024-Third Avenue and Fourth Avenue Roadway Improvements-00340 to the New Jersey Department of Transportation on behalf of the City of Asbury Park.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Mayor, City Manager, and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Asbury Park and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-387 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.


Lisa Esposito, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-388

Performance Bond release for improvements at 1101 Ocean Avenue



RESOLUTION NO. 2023-388

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

RESOLUTION OF THE CITY OF ASBURY PARK RELEASING THE PERFORMANCE BOND FOR 1101 OCEAN AVENUE (BLOCK 4001, LOT 1)

WHEREAS, InSite Engineering, LLC has inspected 1101 Ocean Avenue (Block 4002 Lot 1); and

WHEREAS, InSite Engineering, LLC has determined that the condition of the improvements are satisfactory; and

WHEREAS, it is the recommendation of InSite Engineering, LLC that the City of Asbury Park release the Performance Guarantee in the amount of \$40,675.06 contingent upon the payment of all outstanding escrow invoices.

WHEREAS, it is the intention of the City Council to release the Performance Guarantee contingent upon the payment of all outstanding escrow invoices, in accordance with the InSite Engineering, LLC's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the city of Asbury Park that the performance guarantee in the amount of \$40, 675.06 be released for the Improvements to 1101 Ocean Avenue (Block 4002, lot 1)

BE IT FURTHER RESOLVED that copies of this resolution shall be provided to the CFO, InSite Engineering, LLC, Planning Board Secretary, and applicant for their information and attention.

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. 2023-388 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.



~~Lisa Esposito~~, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-389

Resolution of the Mayor & City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group (PRAG) for the Provision of RAB Administration including 1101 Ocean Avenue Project totaling \$7,500.



RESOLUTION NO. 2023-389

**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 PROFESSIONAL SERVICES AGREEMENT WITH PUBLIC RESOURCES ADVISORY GROUP FOR THE PROVISION OF RAB ADMINISTRATION

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 City of Asbury Park (the “City”) has designated certain redevelopment projects, including 1101 Ocean Avenue Project, as within the City’s Redevelopment Area Bond (“RAB”) program; and

WHEREAS, the City desires to retain a financial advisor to provide administrative services related to 1101 Ocean Avenue Project within the City’s RAB program; and

WHEREAS, a proposal, dated June 29, 2023 from Wendell G. Gaertner, Senior Managing Director, Public Resources Advisory Group (“PRAG”), attached hereto and made a part hereof, with principal offices located at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, was submitted to provide these services; and

WHEREAS, the City of Asbury Park has reviewed the proposal submitted and has determined that the PRAG proposal, attached hereto and made a part of, meets the needs of the City; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40:11-1 et seq.) authorizes contracts for the provision of “Professional Services,” which may be awarded without public advertising and competitive bidding, provided a brief notice of the nature, duration, service and amount of contract is published, and that the Resolution and contract are kept on file and available for public inspection; and

WHEREAS, the City desires to engage Public Resources Advisory Group (“PRAG”) as an independent municipal advisor to perform administrative services related to the City’s Redevelopment Area Bond (“RAB”) program upon the satisfaction of all conditions set forth under the several trust indentures and special assessment agreements; and

WHEREAS, financial services are professional services, exempt from the requirement for public bidding, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) requires that notice of the award of contracts for “Professional Services” without competitive bidding must be published in a local newspaper; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Asbury Park,

1. The Mayor of the City of Asbury Park, in the County of Monmouth (the "Mayor" and together with the City Manager and Chief Financial Officer of the City, an "Authorized Officer") is hereby authorized and directed, upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, to execute the Agreement in the form attached hereto with Public Resources Advisory Group (“PRAG”), with offices at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, to provide financial advisory services related to the City’s Redevelopment Area Bond (“RAB”) program, in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) without further authorization, 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.

2. The term of this contract shall expire December 31, 2023, subject to annual renewal by resolution of the Municipal Council of the City of Asbury Park.

3. This contract is being awarded pursuant to the procedures of the State Pay-to-Play Law (N.J.S.A. 19:44A-20.5) and pursuant to the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-5(1)(a)(i)).

4. Sufficient funds, for the purpose set forth herein above, are available pursuant to the City’s Redevelopment Area Bond (RAB) documents and the Special Assessment documents.

5. A fully executed copy of this Agreement shall be maintained on file in the Office of the City Clerk, and shall be made available for public inspection.

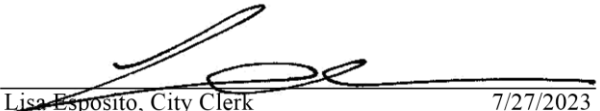
6. A notice of this action shall be published in the newspaper authorized by law to publish a legal advertisement and as required by law within ten (10) days of the adoption of this Resolution.

7. This resolution shall take effect upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, and 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 RESOLUTION

NO. 2023-389 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.



Lisa Esposito, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK



150 SECOND AVENUE NORTH, SUITE 400
ST. PETERSBURG, FLORIDA 33701
TEL: (727) 822-3339 | FAX: (727) 822-3502

PUBLIC RESOURCES ADVISORY GROUP

June 29, 2023

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

Re: City of Asbury Park Waterfront Redevelopment Area; Redevelopment Area Bonds Administrative Services – 1101 Ocean Ave. (Asbury Ocean Club) Supplemental RABs

Dear Ms. Vieiro,

The purpose of this engagement letter (the "Agreement") is to document the relationship between Public Resources Advisory Group, Inc. ("PRAG") and the City of Asbury Park ("the City") specific to the issuance of Redevelopment Area Bonds ("RABs"). The City's Redevelopment Area Bonds, Series 2023 (Block 4002 Infrastructure Project – Residential) (Non-Recourse) (the "2023 RABs") are currently expected to close in the third quarter of the calendar year 2023. As you are aware, separately the City retains PRAG to perform administrative services in calculating annual special assessments and PILOTs for existing completed projects within the City's Waterfront Redevelopment Area ("WRA"). We understand the City is in process of issuing supplemental RABs connected with a previously built residential project, the Asbury Ocean Club, which contains approximately 130 residential condominium units. It is our understanding that all remaining unsold units are now under contract. Given initial sales prices of the sold units and the expected sales prices of the units under contract, the annual special assessment revenues generated by the project pledged to the City's Redevelopment Area Bonds, Series 2016A (Block 4002 Infrastructure Project – Residential) (Non-Recourse) (the "2016A RABs") exceed the annual debt service requirements of the 2016A RABs. It is also our understanding that the City plans to leverage the related excess pledged assessment revenues to fund infrastructure improvement costs incurred in the WRA through the issuance of the supplemental RABs, the 2023 RABs. The City desires to utilize PRAG as an independent municipal advisor to perform services related to the City's issuance of RABs.

PRAG

PRAG is an independent financial advisory firm and a leading national financial advisor, having advised issuers on over \$1 trillion of financings for a variety of purposes, including redevelopment projects and tax increment financing. Since the firm's inception in 1985, PRAG has continuously provided independent and in-depth financing advice to state and local governments, authorities, and agencies nationwide. PRAG is registered as a Municipal Advisor with the Securities Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

INDEPENDENT FINANCIAL ADVISORS



Scope of Services

PRAG's scope of services to the City for this engagement will include the following:

- a. Assist the City with the review of the Private Placement Memorandum ("PPM") that will accompany RAB issuance(s);
- b. Review the executed Special Assessment Agreement and Financial Agreement related to the Block 4002 Infrastructure Project;
- c. Review the special assessment methodology and analysis report (the "Special Assessment Report") that is expected to be completed by an outside consultant as part of RAB issuance(s);
- d. Review the outside consultant's assumptions included within their Special Assessment Report;
- e. Verify that the Pledged Portion and Unpledged Portion special assessment calculations within the Special Assessment Report are performed in accordance with the formulas defined in the Special Assessment Agreement and Financial Agreement related to the Block 4002 Infrastructure Project;
- f. Other services as directed by the City; and,
- g. Attend in-person meetings and conference calls at the request of the City; however, it is expected that PRAG's work will be performed off-site.

Plan of Engagement

I will serve as Project Supervisor and Mickey Johnston will serve as Project Manager. It is anticipated that most of the work will be performed at the Project Manager level.

Compensation

PRAG will be paid \$7,500 for each RAB series the City issues. PRAG will not charge the City for any clerical functions performed by PRAG's internal administrative staff. If the Scope of Services must expand, we will promptly communicate this to the City.

While PRAG expects to perform its work off-site, PRAG may charge the City for certain expenses incurred. Expenses shall include, but are not limited to, travel, hotel, and meals, air freight and courier charges, teleconferencing charges, allocation of computer software and information services. In no event will expenses exceed \$500 without the approval of the City.

Term

Unless extended in writing by both parties, this Agreement specific to 2023 RABs will terminate upon the closing of the RABs or upon earlier written notice by the City.

Required Disclosures

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal events or disciplinary history material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, PRAG has provided Appendix A attached hereto which includes the required disclosures.



We look forward to continuing our relationship with the City and working with you on the RAB project(s).

Sincerely,
PUBLIC RESOURCES ADVISORY GROUP, INC.

Wendell G. Gaertner
Senior Managing Director

Accepted:
The City of Asbury Park

Signature: _____
Printed Name: _____
Title: _____



APPENDIX A

Disclosure of Conflicts of Interest and Legal or Disciplinary Events (G-42)

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, among other things, conflicts of interest and any legal or disciplinary events of Public Resources Advisory Group, Inc. (“PRAG”) and its associated persons. Accordingly, PRAG makes the following general disclosures with respect to conflicts of interest.

Conflicts of Interest (G-42)

Compensation-Based Conflicts: PRAG’s compensation may include a single or a variety of fee structures. Each of these arrangements may create a conflict as defined by MSRB Rule G-42. PRAG’s fees may be based on the size of the issue, and the payment of such fees may be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive for PRAG to recommend unnecessary financings or financings that are disadvantageous to the client.

PRAG may also charge fees in a fixed amount as a retainer for services or as a transaction fee, and this arrangement could provide PRAG an incentive to recommend less time-consuming alternatives or fail to do a thorough analysis of the alternatives. In addition, fees may be paid based on hourly fees of PRAG’s personnel, with the aggregate amount equaling the number of hours worked by such personnel times agreed-upon hourly billing rate(s). This presents a potential conflict of interest because PRAG may have the incentive to spend more time than necessary on an engagement. If the hourly fees are subject to a maximum amount, the potential conflict of interest arises because of the incentive for PRAG to fail to do a thorough analysis of alternatives and/or recommend alternatives that would be less time-consuming for PRAG staff.

Other Municipal Advisor Relationships: PRAG serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another PRAG client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests.

With respect to all of the conflicts disclosed above, PRAG mitigates such conflicts through its adherence to its fiduciary duty to the client, which includes a duty of loyalty to the in performing all municipal advisory activities. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with you and to act in your best interests without regard to PRAG’s financial or other interests.

If PRAG becomes aware of any additional potential or actual conflict of interest prior to, or during an engagement, PRAG will disclose the detailed information in writing within a timely manner.

Disclosure of Legal or Disciplinary Events (G-42)

PRAG has no legal or disciplinary events to disclose.

Other Required Disclosure (G-10)

The MSRB website at www.msrb.org, includes the Municipal Advisory client brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-390

Resolution of the Mayor & City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group (PRAG) for the Provision of RAB Administration Services including AP Triangle (the Cove) Project totaling \$7,500.



RESOLUTION NO. 2023-390

**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 PROFESSIONAL SERVICES AGREEMENT WITH PUBLIC RESOURCES ADVISORY GROUP FOR THE PROVISION OF RAB ADMINISTRATION

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 City of Asbury Park (the “City”) has designated certain redevelopment projects, including the AP Triangle (the Cove) Project, as within the City’s Redevelopment Area Bond (“RAB”) program; and

WHEREAS, the City desires to retain a financial advisor to provide administrative services related to the AP Triangle (the Cove) Project within the City’s RAB program; and

WHEREAS, a proposal, dated June 29, 2023 from Wendell G. Gaertner, Senior Managing Director, Public Resources Advisory Group (“PRAG”), attached hereto and made a part hereof, with principal offices located at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, was submitted to provide these services; and

WHEREAS, the City of Asbury Park has reviewed the proposal submitted and has determined that the PRAG proposal, attached hereto and made a part of, meets the needs of the City; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40:11-1 et seq.) authorizes contracts for the provision of “Professional Services,” which may be awarded without public advertising and competitive bidding, provided a brief notice of the nature, duration, service and amount of contract is published, and that the Resolution and contract are kept on file and available for public inspection; and

WHEREAS, the City desires to engage Public Resources Advisory Group (“PRAG”) as an independent municipal advisor to perform administrative services related to the City’s Redevelopment Area Bond (“RAB”) program upon the satisfaction of all conditions set forth under the several trust indentures and special assessment agreements; and

WHEREAS, financial services are professional services, exempt from the requirement for public bidding, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) requires that notice of the award of contracts for “Professional Services” without competitive bidding must be published in a local newspaper; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Asbury Park,

1. The Mayor of the City of Asbury Park, in the County of Monmouth (the "Mayor" and together with the City Manager and Chief Financial Officer of the City, an "Authorized Officer") is hereby authorized and directed, upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, to execute the Agreement in the form attached hereto with Public Resources Advisory Group (“PRAG”), with offices at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, to provide financial advisory services related to the City’s Redevelopment Area Bond (“RAB”) program, in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) without further authorization, 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.

2. The term of this contract shall expire December 31, 2023, subject to annual renewal by resolution of the Municipal Council of the City of Asbury Park.

3. This contract is being awarded pursuant to the procedures of the State Pay-to-Play Law (N.J.S.A. 19:44A-20.5) and pursuant to the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-5(1)(a)(i)).

4. Sufficient funds, for the purpose set forth herein above, are available pursuant to the City’s Redevelopment Area Bond (RAB) documents and the Special Assessment documents.

5. A fully executed copy of this Agreement shall be maintained on file in the Office of the City Clerk, and shall be made available for public inspection.

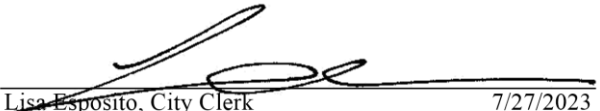
6. A notice of this action shall be published in the newspaper authorized by law to publish a legal advertisement and as required by law within ten (10) days of the adoption of this Resolution.

7. This resolution shall take effect upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, and 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 RESOLUTION

NO. 2023-390 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.



Lisa Esposito, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK



150 SECOND AVENUE NORTH, SUITE 400
ST. PETERSBURG, FLORIDA 33701
TEL: (727) 822-3339 | FAX: (727) 822-3502

PUBLIC RESOURCES ADVISORY GROUP

June 29, 2023

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

Re: City of Asbury Park Waterfront Redevelopment Area; Redevelopment Area Bonds Administrative Services – AP Triangle (the Cove) Supplemental RABs

Dear Ms. Vieiro,

The purpose of this engagement letter (the "Agreement") is to document the relationship between Public Resources Advisory Group, Inc. ("PRAG") and the City of Asbury Park ("the City") specific to the issuance of Redevelopment Area Bonds ("RABs"). The City's Redevelopment Area Bonds, Series 2023 (Waterfront Redevelopment Area Infrastructure Project) (Non-Recourse) (the "2023 RABs") are currently expected to close in the third quarter of the calendar year 2023. As you are aware, separately the City retains PRAG to perform administrative services in calculating annual special assessments and PILOTs for existing completed projects within the City's Waterfront Redevelopment Area ("WRA"). We understand the City is in process of issuing supplemental RABs connected with a previously built residential project, AP Triangle (the Cove), which contains approximately 48 residential condominium units. It is our understanding that all units at this development have been sold to initial buyers. Given initial sales prices of the sold units, the annual special assessment revenues generated by the project pledged to the City's Redevelopment Area Bonds, Series 2021A (Waterfront Redevelopment Area Infrastructure Project) (Non-Recourse) (the "2021A RABs") exceed the annual debt service requirements of the 2021A RABs. It is also our understanding that the City plans to leverage the related excess pledged assessment revenues to fund infrastructure improvement costs incurred in the WRA through the issuance of the supplemental RABs, the 2023 RABs. The City desires to utilize PRAG as an independent municipal advisor to perform services related to the City's issuance of RABs.

PRAG

PRAG is an independent financial advisory firm and a leading national financial advisor, having advised issuers on over \$1 trillion of financings for a variety of purposes, including redevelopment projects and tax increment financing. Since the firm's inception in 1985, PRAG has continuously provided independent and in-depth financing advice to state and local governments, authorities, and agencies nationwide. PRAG is registered as a Municipal Advisor with the Securities Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

INDEPENDENT FINANCIAL ADVISORS



Scope of Services

PRAG's scope of services to the City for this engagement will include the following:

- a. Assist the City with the review of the Private Placement Memorandum ("PPM") that will accompany RAB issuance(s);
- b. Review the executed Special Assessment Agreement and Financial Agreement related to the AP Triangle (the Cove) Project;
- c. Review the special assessment methodology and analysis report (the "Special Assessment Report") that is expected to be completed by an outside consultant as part of RAB issuance(s);
- d. Review the outside consultant's assumptions included within their Special Assessment Report;
- e. Verify that the Pledged Portion and Unpledged Portion special assessment calculations within the Special Assessment Report are performed in accordance with the formulas defined in the Special Assessment Agreement and Financial Agreement related to the AP Triangle (the Cove) Project;
- f. Other services as directed by the City; and,
- g. Attend in-person meetings and conference calls at the request of the City; however, it is expected that PRAG's work will be performed off-site.

Plan of Engagement

I will serve as Project Supervisor and Mickey Johnston will serve as Project Manager. It is anticipated that most of the work will be performed at the Project Manager level.

Compensation

PRAG will be paid \$7,500 for each RAB series the City issues. PRAG will not charge the City for any clerical functions performed by PRAG's internal administrative staff. If the Scope of Services must expand, we will promptly communicate this to the City.

While PRAG expects to perform its work off-site, PRAG may charge the City for certain expenses incurred. Expenses shall include, but are not limited to, travel, hotel, and meals, air freight and courier charges, teleconferencing charges, allocation of computer software and information services. In no event will expenses exceed \$500 without the approval of the City.

Term

Unless extended in writing by both parties, this Agreement specific to 2023 RABs will terminate upon the closing of the RABs or upon earlier written notice by the City.

Required Disclosures

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal events or disciplinary history material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, PRAG has provided Appendix A attached hereto which includes the required disclosures.



We look forward to continuing our relationship with the City and working with you on the RAB project(s).

Sincerely,
PUBLIC RESOURCES ADVISORY GROUP, INC.

Wendell G. Gaertner
Senior Managing Director

Accepted:
The City of Asbury Park

Signature: _____
Printed Name: _____
Title: _____



APPENDIX A

Disclosure of Conflicts of Interest and Legal or Disciplinary Events (G-42)

Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, among other things, conflicts of interest and any legal or disciplinary events of Public Resources Advisory Group, Inc. ("PRAG") and its associated persons. Accordingly, PRAG makes the following general disclosures with respect to conflicts of interest.

Conflicts of Interest (G-42)

Compensation-Based Conflicts: PRAG's compensation may include a single or a variety of fee structures. Each of these arrangements may create a conflict as defined by MSRB Rule G-42. PRAG's fees may be based on the size of the issue, and the payment of such fees may be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive for PRAG to recommend unnecessary financings or financings that are disadvantageous to the client.

PRAG may also charge fees in a fixed amount as a retainer for services or as a transaction fee, and this arrangement could provide PRAG an incentive to recommend less time-consuming alternatives or fail to do a thorough analysis of the alternatives. In addition, fees may be paid based on hourly fees of PRAG's personnel, with the aggregate amount equaling the number of hours worked by such personnel times agreed-upon hourly billing rate(s). This presents a potential conflict of interest because PRAG may have the incentive to spend more time than necessary on an engagement. If the hourly fees are subject to a maximum amount, the potential conflict of interest arises because of the incentive for PRAG to fail to do a thorough analysis of alternatives and/or recommend alternatives that would be less time-consuming for PRAG staff.

Other Municipal Advisor Relationships: PRAG serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another PRAG client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests.

With respect to all of the conflicts disclosed above, PRAG mitigates such conflicts through its adherence to its fiduciary duty to the client, which includes a duty of loyalty to the in performing all municipal advisory activities. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with you and to act in your best interests without regard to PRAG's financial or other interests.

If PRAG becomes aware of any additional potential or actual conflict of interest prior to, or during an engagement, PRAG will disclose the detailed information in writing within a timely manner.

Disclosure of Legal or Disciplinary Events (G-42)

PRAG has no legal or disciplinary events to disclose.

Other Required Disclosure (G-10)

The MSRB website at www.msrb.org, includes the Municipal Advisory client brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-391

Resolution amending a contract with Seagrave Fire Apparatus for the purchase of a new fire truck for the Fire Department to include \$164,950 material price increase. The final cost for the new fire truck is \$1,814,550.



RESOLUTION NO. 2023-391

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

AMENDMENT OF A CONTRACT WITH SEAGRAVE FIRE APPARATUS, LLC FOR THE PURCHASE OF A NEW FIRE TRUCK FOR THE FIRE DEPARTMENT

WHEREAS, the City of Asbury Park adopted Resolution #2022-187 on April 13, 2022 for the purchase of a new fire truck for the Fire Department from Seagrave Fire Apparatus, LLC totaling \$1,649,600.00; and

WHEREAS, Seagrave Fire Apparatus has experienced severe shortage of materials and labor and severe increase in cost for material, freight and labor; and

WHEREAS, these shortages, increases and related disruptions have occurred and persisted to a degree that could not have been reasonably anticipated in April 2022; and

WHEREAS, the manufacturing and delivery of the new fire truck at the original quoted price has become commercially impracticable resulting in a price increase of One Hundred Sixty-Four Thousand Nine Hundred Fifty Dollars (\$164,950.00); and

WHEREAS, the total price of the new fire truck is \$1,814,550.00 and is attached to this Resolution; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in accounts #C-04-55-998-182-002, C-04-55-998-182-001, C-04-55-998-172-004 and C-04-55-998-177-006 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the amendment of a contract with Seagrave Fire Apparatus, LLC. in the amount of \$1,814,550.00 for a new fire truck for the Fire Department and a copy of this Resolution shall be provided to the Chief of Fire, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-391 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.



Lisa Esposito, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK

AMENDMENT TO ORDER TERMS

THIS AMENDMENT TO ORDER TERMS (this “Amendment”), dated as of _____, 2023, is made by and between Seagrave Fire Apparatus, LLC, 105 East 12th Street, Clintonville, WI 54929 (“Seagrave”) and the City of Asbury Park, New Jersey, 800 Main Street, Asbury Park, New Jersey 07712 (“Purchaser” and, together with Seagrave, the “Parties”).

BACKGROUND

This Amendment applies to each order, contract, agreement, instrument, term or undertaking (collectively, the “Order Terms”) relating to one (1) unit of Seagrave custom fire apparatus Model TVOHCT Marauder 95 ft. Aerialscope non-quint mid-mount platform and numbered SO #56290 (the “Apparatus”), including, without limitation, the Contract between Seagrave Fire Apparatus, LLC and the City of Asbury Park, New Jersey, dated April 18, 2022. The manufacture and delivery of the Apparatus under the Order Terms as in effect prior to this Amendment (the “Original Order Terms”) has become commercially impracticable. The Parties desire to enter into this Amendment to provide for an equitable modification of the Original Order Terms.

NOW, THEREFORE, for and in consideration of the premises, the covenants contained in this Amendment and the Order Terms, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are acknowledged by the Parties, the Parties hereby agree as follows:

1. Material Price Increase. The Original Order Terms are hereby amended to add a material price increase in the amount of One Hundred Sixty-Four Thousand Nine Hundred Fifty Dollars (\$164,950) (the “Material Price Increase”) and shall be payable by Purchaser to Seagrave, upon delivery and acceptance of the Apparatus and prior to the Apparatus being placed into fire service. The Material Price Increase shall be payable in addition to the amounts otherwise payable under the Original Order Terms. This is a one-time Material Price Increase and no additional Material Price Increases will be added to the Original Order Terms.
2. Limited Warranty. The Original Order Terms are hereby amended to extend the standard Seagrave Two-Year Limited Warranty to a Three-Year Limited Warranty.
3. Use of Borrowed Aerial Unit and Discount. The Original Order Terms are modified to allow for Purchaser to continue to use the aerial unit currently in their possession until the Apparatus is delivered and accepted. Upon Purchaser’s return to Seagrave of the aerial unit currently in their possession in the same condition it was in when the Contract was executed, the Credit to the Final Invoice (“Discount”) shall be amended to Seventy-Five Thousand Dollars (\$75,000).
4. Parts Voucher. The Original Order Terms are hereby amended to provide a Parts Voucher (“Parts Voucher”) to Purchaser in the amount of Five Thousand Dollars (\$5,000), which shall be valid for five (5) years, commencing on the date this Agreement is fully executed. The Parts Voucher can be used on any parts purchased from Seagrave, subject to Seagrave’s standard terms and policies with respect to Parts Vouchers in effect at the time of use.
5. Delivery of Apparatus. The Original Order Terms are hereby amended to provide for shipment of the Apparatus to Purchaser no later than January 31, 2024. In the event a change order will delay this delivery date, a revised date will be specified in the change order. Delays

due to strikes or other force majeure events beyond Seller's control will be just cause for delay in delivery. Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per day shall go into effect on January 31, 2024.

6. Effect of Amendment. This Amendment shall constitute an amendment to the Original Order Terms. To the extent of any conflict between the terms of this Amendment and the Original Order Terms, the terms of this Amendment shall control. Except as provided in this Amendment, the Original Order Terms shall remain in full force and effect.

7. Multiple Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGES FOLLOW]

Attachment: SEAGRAVE 56290_Asbury Park NJ_Amendment_5-23-23 (2023-391 : Amendment of a contract with Seagrave Fire Apparatus,

IN WITNESS WHEREOF, the Parties have executed this Amendment to Order Terms as of the date first above written.

SEAGRAVE FIRE APPARATUS, LLC

By: _____
 Name: Ulisses D. Parmeziani
 Title: President and CEO

CITY OF ASBURY PARK, NEW JERSEY

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-392

This Resolution is in support of a Grant Application to NJ DOT's Safe Routes to Transit Grant Program to upgrade the intersection of Cookman Avenue and Bond Street including but not limited to an upgraded traffic signal, pedestrian signals, updated pavement and street markings, and bumpouts.



RESOLUTION NO. 2023-392

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

RESOLUTION OF SUPPORT AUTHORIZING A NEW JERSEY DEPARTMENT OF TRANSPORTATION SAFE STREETS TO TRANSIT GRANT APPLICATION AND EXECUTE A GRANT CONTRACT

WHEREAS, The City of Asbury Park is applying for funding to upgrade a traffic signal located at Cookman Avenue and Bond Street within the City of Asbury Park through the Safe Streets to Transit Program within the State of New Jersey Department of Transportation.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of The City of Asbury Park, in the County of Monmouth and State of New Jersey, that the Mayor and City Council hereby supports the submission of an electronic grant application for the Safe Streets to Transit Program within the State of New Jersey Department of Transportation identified as SST-2024-Cookman Avenue and Bond Street Inte-00019 and authorizes the City Manager to execute any and all documents necessary and related to the submission of said grant application or grant agreement.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-392 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.


Lisa Esposito, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-393

Use of State Urban Enterprise Zone funds for Asbury Park Public Safety Offset (Police Patrol) for the Business Community



RESOLUTION NO. 2023-393

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

RESOLUTION AUTHORIZING THE USE OF FUNDS DESIGNATED FOR THE CITY OF ASBURY PARK FROM THE FISCAL YEAR 2023 ASBURY PARK URBAN ENTERPRISE ZONE FUND FOR THE ASBURY PARK 2023 – UEZ POLICE PATROLS

WHEREAS, a proposal for the use of Fiscal Year 2023 Urban Enterprise Zone Assistance Funds has been approved by the Urban Enterprise Zone Committee for the following: **Asbury Park Public Safety Offset for the Business Community - FY '23 (UEZ Police Patrols)**; and

WHEREAS, it is considered to be in the best interest of the City of Asbury Park and the community in particular that Urban Enterprise Zone Assistance Funds be utilized for the above-mentioned purpose.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park does hereby approve the use of Urban Enterprise Zone Assistance Funding for the following project, in accordance with the budget submitted and approved by the Urban Enterprise Zone Committee: **Asbury Park Public Safety Offset for the Business Community - FY '22 (UEZ Police Patrols)** for a cost not to exceed **\$264,430**.

BE IT FURTHER RESOLVED that the persons whose names, titles, and signatures appear below or their successors in said titles are authorized to sign any agreement connected with this funding and any other documents necessary in connection therewith.

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. 2023-393 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.



~~Lisa Esposito~~, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-394

Use of State Urban Enterprise Zone funds for Asbury Park UEZ Business Development Director salary.



RESOLUTION NO. 2023-394

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

RESOLUTION AUTHORIZING THE USE OF FUNDS DESIGNATED FOR THE CITY OF ASBURY PARK FROM THE FISCAL YEAR 2023 ASBURY PARK URBAN ENTERPRISE ZONE FUND FOR THE ASBURY PARK UEZ BUSINESS DEVELOPMENT DIRECTOR – FY '23

WHEREAS, a proposal for the use of Fiscal Year 2023 Urban Enterprise Zone Assistance Funds has been approved by the Urban Enterprise Zone Committee for the following: **Asbury Park UEZ Business Development Director - FY '23**; and

WHEREAS, it is considered to be in the best interest of the City of Asbury Park and the community in particular that Urban Enterprise Zone Assistance Funds be utilized for the above-mentioned purpose.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park does hereby approve the use of Urban Enterprise Zone Assistance Funding for the following project, in accordance with the budget submitted and approved by the Urban Enterprise Zone Committee: **Asbury Park UEZ Business Development Director - FY '23** for a cost up to **\$105,722**.

BE IT FURTHER RESOLVED that the persons whose names, titles, and signatures appear below or their successors in said titles are authorized to sign any agreement connected with this funding and any other documents necessary in connection therewith.

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. 2023-394 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.



~~Lisa Esposito~~, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-395

SDA between City, Asbury Partners and PHM for redevelopment of intersection of 1401 Kingsley Street and 205 Sunset Avenue for 28 townhouse units and accessory parking.



RESOLUTION NO. 2023-395

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

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF ASBURY PARK
AUTHORIZING THE CITY OF ASBURY PARK TO ENTER INTO A SUBSEQUENT
DEVELOPER AGREEMENT WITH ASBURY PARTNERS, LLC AND PHM SUNSET
SQUARE, LLC REGARDING RESIDENTIAL DEVELOPMENT ON BLOCK 4205,
LOTS 2 AND 3 AND REFERRING THE MATTER TO THE PLANNING BOARD FOR
APPROPRIATE APPROVALS**

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

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

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

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

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

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

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

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

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

WHEREAS, PHM Sunset Square, LLC, which is anticipated to change its name to PHM Sunset Square Urban Renewal, LLC, (the “**Entity**”) has submitted to the Master Developer and the City a subsequent developer application (the “**Application**”), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to develop the property identified as Block 4205, Lots 2 and 3 on the Tax Maps of the City, more commonly known as the intersection of 1401 Kingsley Street and 205 Sunset Avenue, within the Redevelopment Area (the “**Project Site**”) with, and thereafter sell, twenty-eight (28) for-sale stacked townhouses in two (2) flat-roof modern structures of urban design (each, a “**Structure**”), with one Structure facing both Sunset and Kingsley Street and the other Structure facing Kingsley Street and a service alley, with 14 townhouses being located within each Structure, under the condominium form of ownership, with parking in separate, internal garages, each with an EV make-ready facility; and

WHEREAS, each Structure will have a primary façade facing Kingsley Street; and

WHEREAS, in addition to the Structures, the Project will include all related site improvements including landscaping, stormwater features, and bicycle racks (the “**Project**”); and

WHEREAS, the Project shall also incorporate certain sustainability design features sufficient for LEED Silver Certification (pursuant to the standards set by U.S. Green Building Council), it being understood, however, that the Project shall not be required to actually obtain such Certification; and

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

WHEREAS, the Director of Planning and Redevelopment, the Technical Review Committee (“**TRC**”) and the City Administration have reviewed the Application and a copy of the TRC Report dated January 17, 2023 is on file with the City Clerk (the “**TRC Report**”); and

WHEREAS, other details of the Project not specifically addressed in the TRC Report or the Subsequent Developer Agreement described herein shall be addressed by the Planning

Board, including but not limited to engineering, landscaping, any additional construction mitigation measures and other such components; and

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

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

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

Section 2. Approval of the Subsequent Developer Agreement. The Subsequent Developer Agreement in substantially the form attached hereto as Exhibit A is hereby approved, subject to the condition set forth in Section 6 below.

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

Section 4. Attestation and Sealing of the Subsequent Developer Agreement. The Clerk of the City is hereby authorized and directed, upon the execution of the Subsequent Developer Agreement to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon to affix the corporate seal of the City upon such document.

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

Section 6. Referral to the Planning Board. This matter is referred to the Planning Board for appropriate review and approvals in accordance with the provisions of the Redevelopment Plan and Municipal Land Use Law; provided however, that the approval herein is conditioned upon the Planning Board’s consideration and approval of a revised Site Access and Construction Logistical Plan to be submitted by the Subsequent Developer which shall adequately demonstrate: (i) a safe alternative walkway/pathway for pedestrian traffic while any sidewalk around the perimeter of the Project Site is closed; and (ii) the location of the construction trailer upon the Project Site.

Section 7. Effective Date. This Resolution shall take effect immediately.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-395 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.



Lisa Esposito, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK

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

Attachment: Exhibit A (2023-395 : SDA for PHM Sunset Square, LLC for Block 4205, Lots 2 and 3)

SUBSEQUENT DEVELOPER AGREEMENT

BY AND BETWEEN

THE CITY OF ASBURY PARK, AS REDEVELOPMENT ENTITY,

ASBURY PARTNERS, LLC, AS MASTER DEVELOPER

AND PHM SUNSET SQUARE, LLC, AS SUBSEQUENT DEVELOPER

Dated: _____ 2023

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EXHIBITS

- Exhibit A - Project Description, Concept Plan, Architectural Elevations, Narrative Description of Architectural Lighting
- Exhibit B - Declaration of Covenants and Restrictions
- Exhibit C - Project Schedule
- Exhibit D - Site Access and Construction Logistical Plan
- Exhibit E - LEED Checklist
- Exhibit F - Assumed Unit Pricing

SUBSEQUENT DEVELOPER AGREEMENT

THIS SUBSEQUENT DEVELOPER AGREEMENT (this “**Agreement**”) made this __
_____, 2023 (“**Effective Date**”) by and between:

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

AND

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

AND

PHM SUNSET SQUARE, LLC (to be renamed PHM Sunset Square Urban Renewal LLC, subject to the terms herein) with principal offices located at 150 Allen Road, Suite 303, Basking Ridge, New Jersey 07920, a New Jersey limited liability company qualified, or to become qualified, to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, et. seq. (the “**Tax Exemption Law**”) (the “**Entity**” and, collectively with the City and Master Developer, each, a “**Party**” and collectively, the “**Parties**”).

WITNESSETH

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Entity has submitted to the Master Developer and the City a subsequent developer application (the “**Application**”), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to develop the property identified as Block 4205, Lots 2 and 3 on the Tax Maps of the City, more commonly known as the intersection of 1401 Kingsley Street and 205 Sunset Avenue, within the Redevelopment Area (the “**Project Site**”) with, and thereafter sell, twenty-eight (28) for-sale stacked townhouses in two (2) flat-roof modern structures of urban design (each, a “**Structure**”), with one Structure facing both Sunset and Kingsley Street and the other Structure facing Kingsley Street and a service alley, with 14 townhouses being located within each Structure) under the condominium form of ownership with parking in separate, internal garages, each with an EV make-ready facility; and

WHEREAS, each Structure has a primary façade facing Kingsley Street, as reflected in the Concept Plans and Architectural Elevations within Exhibit A attached hereto; and

WHEREAS, in addition to the Structures, the Project will include all related site improvements including landscaping, stormwater features, and bicycle racks (collectively, the “**Project**”) in accordance with the project description and concept plans collectively attached

hereto as Exhibit A (“**Project Description**”) and the approval by the City’s Planning Board to be obtained on and in accordance with all Governmental Approvals (as defined herein); and

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

WHEREAS, the Technical Review Committee (“**TRC**”) has also reviewed the Application, as well as a presentation of same by the Entity, and the TRC issued a report dated January 17, 2023, (the “**TRC Report**”); and

WHEREAS, the Entity received the TRC Report as well as other comments provided by City Council in connection with the design of the Project; and

WHEREAS, order to address the issues raised in the TRC Report as well as the comments from City Council, the Entity revised the design of the Project as same is depicted and described in Exhibit A and as indicated in the LEED Checklist attached hereto as Exhibit E; and

WHEREAS, the Entity has also agreed to revise the façade of the Project facing Kingsley Street in order to add aesthetic architectural lighting as set forth in Exhibit A attached hereto; and

WHEREAS, other details of the Project not specifically addressed herein or in the TRC Report shall be addressed by the Planning Board, including but not limited to engineering, additional landscaping, more detailed staging and construction mitigation efforts, and other such components; and

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

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

ARTICLE 1 DEFINITIONS

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

otherwise specify. All references to Sections or Articles shall refer to Sections or Articles in this Subsequent Developer Agreement unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Declaration of Covenants and Restrictions” shall mean a written instrument to be executed by the Entity and recorded in the office of the Monmouth County Clerk, in the form annexed hereto as Exhibit B, intended to encumber the Project Site and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Entity and its successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project Site and the Project as set forth in Sections 3.03(a), (b), (l), (m), and (n) of this Subsequent Developer Agreement.

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

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

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

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

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

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

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

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

“Governmental Approvals” shall mean all unappealable government permits (including, unless otherwise expressly noted herein, Building Permits), licenses, consents and approvals necessary for the development, construction, lease, sale, occupancy or completion of the Project,

or any part thereof, issued by or on behalf of any government and issued in reliance on the Applications for Government Approvals and including approvals from any utility supplier.

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

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

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

“Infrastructure Ordinance” shall be defined as set forth in Section 2.2 of this Subsequent Developer Agreement.

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

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

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

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

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

“Original Infrastructure Ordinance” shall be defined as set forth in Section 2.2 of this Subsequent Developer Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” shall mean the State of New Jersey.

“Subsequent Developer” shall mean the Entity, as the owner, purchaser, assignee or transferee of all or part of any property within the Redevelopment Area that is subject to the provisions of the Amended Plan, who has been approved as a Subsequent Developer by the City and the Master Developer in accordance with the Amended Plan and who has entered into a fully executed Subsequent Developer Agreement with the City and the Master Developer with respect to the Project.

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

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

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

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

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

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

“Unit” means each individual dwelling unit within the Project (i.e. a townhouse).

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

ARTICLE 1A DESIGNATION AS SUBSEQUENT DEVELOPER

1A.01 Designation of Subsequent Developer. On the Effective Date of this Subsequent Developer Agreement, the Entity shall be hereby designated as a Subsequent Developer pursuant to the terms and conditions of the Redevelopment Plan, as amended, the Redeveloper Agreement, as amended, and this Subsequent Developer Agreement. This designation shall terminate upon the first of the following to occur: (i) the Outside Approvals Date (but only if all conditions subsequent set forth in Section 6.01 hereof are not satisfied on or before such date), *without any further action of any Party hereto*, unless all Parties take action to extend the Outside Approvals Date; (ii) upon the issuance of a Certificate of Completion as set forth in Section 4.07; (iii) upon mutual termination by the Parties; (iv) upon an uncured Event of Default, pursuant to the terms in Article 6; or (v) if the Purchase and Sale Agreement for the Property between AP Ten Property Holdings,

LLC, an affiliate of Master Developer, and Asbury Partners, LLC (as Seller) and Pulte Homes of NJ, Limited Partnership (as Purchaser) is terminated for any reason prior to Subsequent Developer taking title to the Property. Notwithstanding anything else contained herein, the Parties agree that the acquisition of the Property by Entity shall be a condition precedent to any obligation or responsibility of Entity set forth herein that is related to the physical construction of the Project.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

2.2 Representations and Warranties of the Master Developer

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

(b) The Master Developer is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize

and direct the persons executing this Subsequent Developer Agreement to do so for and on the Master Developer's behalf.

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

(d) To the best of the Master Developer's knowledge and belief, after diligent inquiry, the Master Developer's execution and delivery of this Subsequent Developer Agreement will not constitute a violation of (i) the "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, as amended by the First Amendment to the "Amended and Restated Redeveloper and Land Disposition Agreement," approved by the City Council on June 13, 2019, and effective August 1, 2018; (ii) the Subsequent Developer Agreement Among the City of Asbury Park, Madison Asbury Retail, LLC, and Asbury Partner, LLC, dated June 1, 2010; (iii) the ordinance finally adopted by the City on February 13, 2013 and entitled "AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF," (the "**Original Infrastructure Ordinance**"), as amended on June 13, 2018 by Ordinance No. 2018-20 (the "**Infrastructure Ordinance**"); and (iv) the Infrastructure Component Report last adopted by the City by resolution on June 13, 2018.

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

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

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

(c) To the best of the Entity's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Entity pursuant to this Subsequent Developer Agreement; or (ii) is likely to result in a material adverse change in the Entity's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Subsequent Developer Agreement.

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

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

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

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

ARTICLE 3 COVENANTS AND RESTRICTIONS

3.01 Covenants and Restrictions of the City.

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

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

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

3.02 Covenants and Restrictions of the Master Developer

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

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

3.03 Covenants and Restrictions of the Entity.

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

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes. Nothing hereunder shall be deemed to prohibit the Entity from subjecting the Property to the condominium form of ownership, including customary terms and restrictions as to same, pursuant to the New Jersey Condominium Act.

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

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

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

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

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

obligations under this Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of this Subsequent Developer Agreement.

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

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

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

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

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

i. Hire 15% of its Construction Labor Force from Local Labor;

ii. Establish two (2) paid internships in the fields of property management, real estate development, or construction management with the Entity, an affiliate of the Entity, the general contractor for the Project or any subcontractor or then known tenants/operators of the Project (“**Internships**”);

iii. Establish three (3) apprenticeships, with the Entity, an affiliate of the Entity, the general contractor for the Project, or any subcontractor or the then known tenants/operators of the Project where the individual is provided practical experience under the supervision of skilled workers of a trade, art or calling in the construction field (“**Apprenticeships**”). Those awarded Apprenticeships must be at least 18 years of age, except where a higher minimum age standard is otherwise fixed by law.

iv. Establish four (4) scholarships in the amount of \$2,500 each, to be used in the discretion of the recipient for vocational or academic education (“**Scholarships**”). Only those who have successfully completed the Internships or Apprenticeships identified above shall be eligible for the scholarship.

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

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

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

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

Compliance

i. Should the Entity fail to comply with all of the Good Faith Efforts, or fail to provide documentation evidencing its Good Faith Efforts in items (i) through (iii) above, to the satisfaction of the Mayor and City Council of the City of Asbury Park, the Entity shall be required to make a payment to the Asbury Park Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council, in the amount of \$5,000 for each position (including Apprentices and Interns) it was unable to fill using Local Labor in order to meet the requirements set forth above. No remedy other than payment into the specified fund shall be required of the Entity. If such payment is required, a Certificate of Completion shall not be issued to the Entity until such payment is deposited into the specified fund.

ii. If the Entity has complied with all of the Good Faith Efforts, and has provided documentation evidencing its Good Faith Efforts in terms of (i) through (iii) above to the satisfaction of the Mayor and City Council of the City of Asbury

Park, then no payment shall be due, and the Entity shall be deemed to have complied with this Section 3.03 for the purposes of the issuance of a Certificate of Completion.

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

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

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

ii. Hold the Workforce Information Session, in coordination and cooperation with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage women and minority contractors/subcontractors to bid on the Project. Additionally, any published notice or advertisement or written information to be disseminated regarding the workforce opportunities arising out of the Project under this Section 3.03(l) shall be in English, Spanish and Haitian Creole.

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

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit. The Entity acknowledges and agrees that only the City and Master Developer and its affiliates are permitted to seek modification of the CAFRA Permit, provided that the City and Master Developer agree not to modify the CAFRA Permit in a manner that prohibits the construction of the Project as designed by the Entity.

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

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

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or

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

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

(s) The Entity shall ensure that any agreements with its lessees, assigns or transferees shall reflect the covenants set forth herein.

3.04 Effect of Covenants.

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

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

3.05 Enforcement by City or Master Developer. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City, the Master Developer, and their successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.03 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City and, as applicable, the Master Developer for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or Master Developer has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City and the Master Developer shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies as set forth in Article 6 of this Subsequent Developer Agreement.

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

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

ARTICLE 4 PROJECT IMPLEMENTATION

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

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

4.03 Application for Governmental Approvals for Project Site. The Entity shall use commercially reasonable efforts to submit, within sixty (60) days of the Effective Date, (i) an

application for preliminary and final major site plan approval to the City's Planning Board; (ii) an application for to the NJDEP for CAFRA Permit compliance review; and (iii) an application to Monmouth County for site plan approval, or a letter of no interest, as applicable. The Entity shall diligently prosecute to conclusion, all Applications for Government Approvals necessary for the financing, development, construction, operation, and maintenance of the Project Site. The Entity shall obtain all Governmental Approvals, excluding Building Permits for the Project, on or before May 20, 2024 (the "**Governmental Approval Period**"). The actual date that the Entity obtains all Governmental Approvals, excluding Building Permits for the Project, is known as the "**Governmental Approval Date**," and shall occur no later than the end of the Governmental Approval Period. The Entity shall obtain Building Permits for the Project within six (6) months of the Governmental Approval Date (the "**Building Permits Approvals Date**").

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

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

(b) Completion of Construction of the Project. Not later than twenty-four (24) months after the Building Permits Approvals Date, the Entity shall Complete Construction of the Project, as well as any other components of the Project.

(c) Construction Mitigation and Staging. The Entity shall construct the Project in accordance with the Site Access and Logistical Plan attached hereto as Exhibit D, as may be modified by the Parties in writing, and as further required by the Planning Board in order to mitigate disruption to the community during construction. The Entity acknowledges and agrees that under no circumstances may parking spaces and carriageways of any right of way within the City be occupied between May 1st and September 30th. Further, under no circumstances shall a carriageway be occupied for more than one (1) week per month; provided however, that the Entity may request permission to occupy a carriageway for additional time during specific days of the week which experience lower traffic volumes, subject to the City's written approval. In the event of any inconsistency between the text of this Paragraph (c) regarding Construction Mitigation and Staging and any exhibit attached hereto, the text of this Paragraph (c) shall control.

(d) Sustainability Features. The Entity shall exercise good faith efforts to incorporate sustainability design features into the Project sufficient for LEED Silver Certification with such standards set by the U.S. Green Building Council (USGBC); such features may include but are not limited to electric vehicle charging stations, energy efficient mechanical equipment, low flow plumbing fixtures, green stormwater management components, and infiltration systems for groundwater recharge. A preliminary LEED Checklist of calculations for the Project with a listing of certain sustainability features to be incorporated into the Project is attached hereto as Exhibit E. For the avoidance of doubt, the Parties acknowledge and agree that actual certification from the USGBC is not required hereunder and the attached LEED Checklist may

be revised by the Entity to reflect final design changes (although the total values achieved under any such revised LEED Checklist will still meet the specified value).

(e) Infrastructure. It is understood and agreed that Entity is not completing the final improvements in the public rights-of-way adjoining the Project, as set forth in the Component Infrastructure Report, as that remains the responsibility of the Master Developer pursuant to the Redeveloper Agreement. Master Developer shall be obligated to install any incomplete public infrastructure that is the responsibility of the Master Developer under Section 4(b) of the First Amendment to the Redevelopment Agreement and that is required in order to construct and operate the Project (“**Required Infrastructure**”). The Entity and Master Developer shall coordinate the scheduling and sequencing of the Master Developer’s construction of all Required Infrastructure under the Infrastructure Component Report, such that Master Developer will complete the Required Infrastructure ninety (90) days prior to the date on which the Entity anticipates applying for a temporary certificate of occupancy for the first residential unit.

4.05 Progress Reports.

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

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

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

4.07 Certificates of Occupancy and the Certificate of Completion.

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

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

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

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

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

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

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

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

(c) Pursuant to the Redevelopment Plan, payment to the City of \$2,212 per Unit (which shall constitute a credit against the applicable Master Developer's obligation under Article 13 of the Redeveloper Agreement) to offset the costs of affordable housing and other community initiatives in the City, with one-half of such payment to be due concurrently with the application for building permits, and the other half of such payment to be due at the time of application for temporary or permanent certificates of occupancy. Once made, such payments shall not be refundable. For the purpose of calculating the credit against the Master Developer's obligation under Article 13 of the Redeveloper Agreement, the issuance of a Certificate of Occupancy for a Unit shall constitute proof that the Entity paid the affordable housing fee that was due for that Unit; and

(d) Pursuant to the Original Infrastructure Ordinance as amended, including on June 13, 2018 by the Infrastructure Ordinance, the City shall impose a special assessment on the Project and the Project Site equivalent to the benefit conferred or deemed conferred by certain public infrastructure improvements constructed and installed or to be constructed and installed by the Master Developer, including public wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements in the Redevelopment Area in accordance with the provisions of the Redevelopment Plan.

(e) Special Assessment Agreement/RABs.

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

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

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

(iv) The Parties hereby agree that the first installment of the special assessment under the Special Assessment Agreement shall commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility of a Unit for the issuance of a Certificate of Occupancy; and (ii) the expiration of the construction interest period on the RABs. As set forth in Section 6.01(d)(iii), the actual construction interest period (not to exceed two (2) years after issuance of the RABs) shall be selected by the

Subsequent Developer no later than the execution of the Special Assessment Agreement, based upon its good faith estimate of the construction period for the Project. Nothing in this Section 4.09(d)(iv) shall affect the deadlines and timeframes set forth in Sections 4.03 and 4.04 hereof.

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

ARTICLE 5 PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

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

As a result of, but subject to, the terms of the preceding paragraph, prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, the Entity agrees for itself and any successor in interest that (i) there shall be no transfer by any owner of any controlling interest in the Entity, or by any successor in interest to such owner of any interest in the Entity, (ii) nor shall any such owner or successor in interest suffer any such transfer to be made, (iii) nor shall such owner or successor in interest make, or suffer to be made, any other change in ownership of any controlling equity interest in the Entity or in the relative distribution thereof between and among the owners, or with respect to the identity of the parties in

control of the Entity, by any other method or means, whether by increased capitalization, merger with another corporation, partnership, or limited liability entity or otherwise. For purposes of this Subsequent Developer Agreement, the term “owners” is defined to include the interests of the members of the Entity, as the case may be, and the owners of such members, partners, or shareholders.

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

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

5.04 Consent to Permitted Transfers.

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

company to the Entity and which is a public company registered on the New York Stock Exchange.

(b) With respect to any of the Transfers listed in Section 5.04(a), (i)-(ii) the Entity shall provide to the City and to the Master Developer written notice of at least fifteen (15) days prior to such Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such Transfers.

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

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

ARTICLE 6 DEFAULT AND REMEDIES

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

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

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

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

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

(i) The terms and conditions of the RAB shall be in accordance with and as further set forth in the Redeveloper Agreement, including, without limitation: (1) the RABs shall be primarily secured by the pledged portion of the special assessment provided under the Special Assessment Agreement (the “**Pledged Special Assessment**”); (2) the RABs shall be issued on federally tax-exempt basis to the extent permitted by applicable law; and (3) the proceeds of the RABs shall be made available to the Master Developer for the construction of, or reimbursement for, infrastructure improvements benefitting the Project.

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

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

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

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

6.02 City Defaults. The following shall constitute an Event of Default by the City: the failure of the City to observe and perform any covenant, condition, representation, warranty or

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

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

(a) Failure of the Entity to observe and perform any covenant, condition, representation, warranty or agreement hereunder, specifically including failure to meet the milestones in Sections 4.03 and 4.04 hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the Entity of written notice from the City or Master Developer specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the Entity is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

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

(c) The Entity or its successor in interest (except as to Units that have already been sold by the Entity to a residential home buyer) shall (i) fail to pay any real estate taxes, payments in lieu of real estate taxes, the fees and special assessments set forth in Section 4.09 herein, or any other governmental assessments on the Project Site or any part thereof when due and such failure shall continue for a period of ten (10) consecutive days after notice thereof or, (ii)(a) place on the Project Site any encumbrance or lien unauthorized by this Subsequent Developer Agreement, or (b) suffer any levy or attachment to be made, or any construction liens

that have not been adequately bonded or collateralized, or any other unauthorized encumbrance or lien to attach, and with respect to (ii) (a) or (b), provision satisfactory to the City for removal or discharge of such unauthorized encumbrance or lien shall not have been made within sixty (60) days after written demand by the City to do so.

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

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

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

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

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

(d) Remedies of the Entity upon Event of Default. Whenever any Event of

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

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

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

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

ARTICLE 7 COOPERATION AND COMPLIANCE

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

ARTICLE 8 MORTGAGE FINANCING; RIGHTS OF THE MORTGAGEE

8.01 Mortgage Financing. Neither the Entity nor the owner of the Property may obtain and record a Mortgage for the Project prior to the execution and recordation of the Special Assessment Agreement, unless (a) the Mortgage contains an explicit provision providing that it shall be subordinate to the Special Assessment Agreement; and (b) in the event a Mortgage is recorded against the Property prior to the recording of the Special Assessment Agreement, the Special Assessment Agreement shall include the agreement and acknowledgment of the mortgagee that the Mortgage lien is subordinate to the lien of the Special Assessment Agreement. For purposes of clarification and to remove any doubt, (x) no consent of the issuer of any Mortgage for the Project, or the purchase money mortgage financing for any Unit within the Project, is

required, so long as the Special Assessment Agreement has been recorded prior to the recording of any such Mortgage or purchase money mortgage and (y) nothing in this Agreement in any way restricts any Mortgage or purchase money mortgage, to the extent desired or permitted by the Entity, from being recorded as first lien mortgages, subordinate only to the lien of the Special Assessment Agreement and other municipal liens. The Entity further agrees to provide a copy of any proposed Mortgage to the Master Developer at least five (5) days prior to the execution of said Mortgage. Thereafter, all monies obtained in connection with any construction financing for the Project must be devoted to the construction of improvements within the Project Site, related hard costs such as, but not limited to, land acquisition, and related soft costs such as interest, professional fees and filing fees. Upon completion of the Project, as evidenced by issuance of a Certificate of Completion for the Project, the Entity may refinance the Project Site without restriction.

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

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

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

in the manner provided in this Subsequent Developer Agreement, the Project on the Project Site or the part thereof to which the lien, interest or title of such holder relates.

Any such Permitted Mortgagee opting to effect necessary cure action shall cure the Event of Default (i) within 30 days of receipt of notice of same in the case of a monetary default and (ii) within 60 days of receipt of notice of same in the case of a non-monetary default, unless same cannot reasonably be cured within such 60 day period and the Permitted Mortgagee commences the cure within the 60 day period and diligently pursues same to completion.

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

ARTICLE 9 MISCELLANEOUS

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

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

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

9.04 Inspection of Books and Records.

(a) The City shall have the right at all reasonable times on reasonable advance notice to the Entity to inspect the books and records of the Entity pertinent to the requirements of

this Subsequent Developer Agreement, including but not limited to construction contracts, books and records, leases, insurance policies, and agreements.

(b) The Entity shall have the right at all reasonable times to inspect the books and records of the City pertinent to the purposes of this Subsequent Developer Agreement, subject to the provisions of the Open Public Records Act (“OPRA”), N.J.S.A. 47:1A-1, *et seq.*

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

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

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

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

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

9.09 Severability. The validity of any Articles and Section, clause or provision of this Subsequent Developer Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

9.10 Indemnification. The Entity, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless the Master Developer, the City, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third Party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney’s fees) resulting solely from or in connection with one or a combination of the following (i) any breach by the Entity or its agents, employees or consultants, of the Entity’s obligations under this Subsequent Developer Agreement, or (ii) the acts or omissions of the Entity agents, contractors or subcontractors, employees, or consultants in

connection with the development, financing, design, construction, operation, or maintenance of the Project.

9.11 Governing Law. The Subsequent Developer Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9.12 Waiver of Jury Trial. The Parties to this Subsequent Developer Agreement do hereby waive the right to a trial by jury with respect to any dispute or controversy concerning or arising as a consequence of this Agreement.

9.13 Notices. Any notice by a Party to this Subsequent Developer Agreement to another of the parties shall be deemed to have been properly given only if (i) delivered personally or (ii) sent by registered or certified mail return receipt requested in a postage paid envelope or (iii) sent by nationally recognized overnight delivery service to a Party at such Party's address set forth above or such other address as a Party may designate in writing. Notices shall be deemed to have been duly given when received by the addressee or upon the addressee's refusal to accept delivery. The terms of this Section 9.13 shall apply to any Permitted Mortgagee upon such Permitted Mortgagee giving notice to the other Parties of its identity and address. When sent to Entity, a copy shall concurrently be provided to Entity's counsel in accordance with the above, to the following address: Giordano, Halleran & Ciesla, P.C., 125 Half Mile Road, Suite 300, Red Bank, New Jersey 07701, Attn; Michael Vitiello, Esq., email: Mvitiello@ghclaw.com.

9.14 Condemnation. The City is authorized under the Act to condemn property in a redevelopment area for the purpose of effectuating a redevelopment project; however, pursuant to Section 17.2 of the Redeveloper Agreement, the City has contractually agreed not to exercise its eminent domain powers concerning any property within the Boardwalk Area or the Prime Renewal Area of the Redevelopment Plan without Master Developer's consent.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Subsequent Developer Agreement as of the date first written above.

[SEAL]

Attest:

THE CITY OF ASBURY PARK

By: _____

Name: _____

Title: _____

Witness:

ASBURY PARTNERS, LLC

By: _____

Name: _____

Title: _____

Witness:

PHM SUNSET SQUARE, LLC

By: Preserve I, Inc., its Sole Member

By: _____

Name: James P. Mullen

Title: Division Director of Land Planning
and Entitlements

EXHIBIT A

Project Description

The Entity proposes to redevelop and repurpose an existing vacant lot into a residential community consisting of twenty-eight (28) market-rate, for-sale (condominium ownership), stacked townhouses in 2 flat-roof modern Structures of urban design and character, with one Structure facing both Sunset and Kingsley Street and the other Structure facing Kingsley Street and a service alley. Each Structure will consist of 14 townhomes, with each townhome having a one car garage, each with an EV make-ready facility, and individual driveway space. Each Structure will have a primary façade facing Kingsley Street.

Applicant intends to offer four (4) different townhouse models including:

- Bowery = 1,004 square feet
- Murray Hill = 1,238 square feet
- Union = 1,654 square feet
- Greenwich = 1,930 square feet

The Units within the Project will be offered to all interested purchasers and will not be restricted to any group or groups on the basis of age or income. The Entity also proposes to improve the Property with all related site improvements, including complementary landscaping, aesthetic lighting, bicycle racks, and stormwater facilities, as set forth in the Subsequent Developer Agreement and Governmental Approvals. The Entity will comply with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A:-1 et seq. and all Applicable Laws with respect to the implementation of the Project.

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

Concept Plan

(prepared by French & Parrello)

[see separate PDF]

Architectural Elevations

(prepared by Minno Wasko)

[see separate PDF]

Narrative Description of Architectural Lighting

Building Accent Lighting

Building accent light will be provided on the 2 buildings in locations that enhance the overall aesthetics of the Project and provide light to outdoor areas at night. A detailed Lighting Plan including the building accent lighting with lighting levels will be provided to the Planning Board for review. Exterior accent lighting will be dark sky-compliant and will be placed at the following areas:

1. Downlight or shielded fixture at residential entries along Sunset and Kingsley.
2. Accent Lighting at the corners of the building along Kingsley that illuminates the corner architectural detailing at the parapet, balcony railings, and cornice lines.
3. Downlight or shielded fixture at garage entries at the rear of the buildings.

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

This Declaration of Covenants and Restrictions (“Declaration”), is made this ____ day of 202__, by **PHM SUNSET SQUARE, LLC** with principal offices located at 150 Allen Road, Suite 303, Basking Ridge, New Jersey 07920, a New Jersey limited liability company qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, et. seq. (the “Entity”).

FOR THE BENEFIT OF

The City of Asbury Park, a municipal corporation of the State of New Jersey with offices at 1 Municipal Plaza, Asbury Park, New Jersey, 07712 (the “City”) acting in the capacity of a redevelopment agency for the City of Asbury Park, New Jersey; and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder.

WITNESSETH:

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

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan” (as amended and supplemented from time to time, the “**Redevelopment**

Plan”) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

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

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

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

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the Redevelopment Area that is subject to the provisions of the Redevelopment Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the

Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity is the owner of property identified as Block 4205, Lots 2 & 3 (the “**Property**”) on the tax maps of the City and located in the Redevelopment Area (the “**Project Site**”) and intends to redevelop the Project Site with (the “**Project**”); and

WHEREAS, the City, the Master Developer, and the Entity have entered into that certain Subsequent Developer Agreement (the “**Subsequent Developer Agreement**”) which memorializes the terms and conditions by which the Entity will implement and carry out the Project; and

WHEREAS, pursuant to the Subsequent Developer Agreement, the Entity agreed to certain covenants governing the Entity’s (i) use of the land on which the Project will be constructed (the “**Project Site**”) (ii) construction of the Project and (iii) indemnification of the City and its officers, agents, employees, contractors, and consultants (hereinafter the “**Indemnified Parties**”); and

WHEREAS, the Subsequent Developer Agreement requires that such Covenants be memorialized in a Declaration of Covenants, and Restrictions and that said declaration be recorded against the Hotel Site by the Entity in the office of the Monmouth County Register,

NOW, THEREFORE, the Entity declares that the Project and the Project Site as defined above and such additions thereto as may hereinafter be made in accordance herewith, is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions, charges, and obligations hereinafter set forth in this Declaration:

Section 1. General. The foregoing whereas clauses are hereby incorporated in this section 1 as if fully set forth at length.

Section 2. Definitions. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Subsequent Developer Agreement, a fully executed copy of which shall be on file in City Hall.

Section 3. The Entity's Covenants. In accordance with the terms of the Subsequent Developer Agreement, the Entity expressly covenants and agrees as follows:

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

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

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result

of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

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

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

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

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

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

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

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

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

(l) **Opportunities for Local Residents During Construction.** The Entity shall make a Good Faith Effort, as same is defined in the Subsequent Developer Agreement, to encourage fifteen (15) percent local resident participation in the construction of the Project.

(m) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make Good Faith Efforts, as same are defined in the Subsequent Developer Agreement, to encourage women and minority participation in the construction of the Project.

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

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

(p) The Entity shall indemnify the City as set forth in Section 9.10 of the Subsequent Developer Agreement.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited

liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

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

(s) The Entity shall ensure that any agreements with its lessees, assigns or transferees shall reflect the covenants set forth herein.

Section 4. The Encumbered Lands. The lands and premises (together with the improvements to be constructed thereon) which are intended to be encumbered by this Declaration consist of the Project Site which consists of Block 4025, Lots 2 & 3 (the “**Property**”) on the tax maps of the City, and as more particularly described in the metes and bounds description attached hereto as Exhibit A.

Section 5. Effect and Duration of Covenants. The Entity hereby acknowledges that this Declaration shall be recorded, imposing on the Project Site the covenants provided in this Declaration, provided, however, that such covenants shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project or any part thereof. The covenants provided herein shall run with the land and shall cease and terminate when a Certificate of Completion for such improvements has been issued, except that the covenants set forth in Section 3(q) and Section 3(r) shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding. Notwithstanding anything in this Declaration or the Agreement to the contrary, upon the issuance of a Certificate of Occupancy by the City for a particular Unit in the Project and upon sale of that Unit to a third-party buyer by the Entity, the third-party Unit purchaser shall be relieved of any responsibility or obligation under this Declaration or the Agreement.

Section 6. Indemnity. The Entity shall comply with the provisions set forth in Section 9.10 of the Subsequent Developer Agreement entitled INDEMNIFICATION. The Indemnity shall survive the termination of the Subsequent Developer Agreement and shall run with the land, provided, however, that the Indemnity shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project Improvements or any part thereof.

Section 7. Binding Effect and Enforcement. This Declaration shall inure to the benefit of the City, its legal and personal representatives, successors and assigns, and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder. This Declaration and the covenants and restrictions imposed upon the Project Site hereunder shall be enforceable by the City, and such other persons and parties entitled to enforce the provisions of the Subsequent Developer Agreement against the Entity.

[Signature Page Follows]

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

Witness:

PHM SUNSET SQUARE, LLC
By: Preserve I, Inc., its Sole Member

By: _____

Name: James P. Mullen

Title: Division Director of Land Planning
 and Entitlements

STATE OF NEW JERSEY :

:ss:

COUNTY OF :

BE IT REMEMBERED, that on this day _____ day of _____ before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6 to take acknowledgments for use in the State of New Jersey, personally appeared , who acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is the managing member of _____ the limited liability company named in the within instrument and is authorized to sign the within instrument on behalf of the limited liability company; and (b) as such member or manager, signed, sealed and delivered this instrument as the voluntary act and deed of the limited liability company, made by virtue of authority from all of its members.

Notary Public

Attachment: FINAL Subsequent Developer Agreement (Pulte) (359839-6x9DC53) (2023-395 : SDA for PHM Sunset Square, LLC for Block 4205,

EXHIBIT A (of Declaration)

**DESCRIPTION OF LOTS 2 & 3, BLOCK 4205
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY**

All that certain parcel, or tract of land situated in the City of Asbury Park, Monmouth County, New Jersey, known as Lots 2 & 3, Block 4205, being more particularly described as follows:

BEGINNING at a point of intersection of the Northerly line of Sunset Avenue (a 100 foot wide right of way per Tax Map), and the Westerly line of Kingsley Street (a 75 foot wide right of way per Tax Map) as mentioned in Deed Book 8479, Page 2625, and from said point of beginning running thence,

1. North 74° 57' 43" West, a distance of 175.00 feet along said Northerly line of Sunset Avenue to a point in the Easterly line of Lot 1, Block 4205; thence,
2. North 15° 02' 17" East, a distance of 192.00 feet along said Easterly line to a point marked by an iron pipe found in the Southerly line of 16 foot wide Alley (as recited in Deed Book 1183, Page 468); thence,
3. South 74° 57' 43" East, a distance of 175.00 feet along said Southerly line of 16-foot-wide Alley to a point in the Westerly line of Kingsley Street; thence,
4. South 15° 02' 17" West, a distance of 192.00 feet along said Westerly line of Kingsley Street to the point and place of **BEGINNING**.

Containing 33,600 square feet, more or less, or 0.771 acres, more or less.

Subject To:

- A. Any recorded or unrecorded easements, restrictions and covenants.

Being intended to describe Lots 2 & 3, Block 4205, as shown on a map entitled, "Boundary & Topographic Survey, Prepared for Lots 2 & 3, Block 4205, Situated in the City of Asbury Park, Monmouth County, New Jersey", prepared by French & Parrello Associates, P.A., dated January 17, 2022, and revised on December 7, 2022.



 Thomas J. Ertle, P.L.S.
 Professional Land Surveyor
 N.J. License No. 24GS03583400

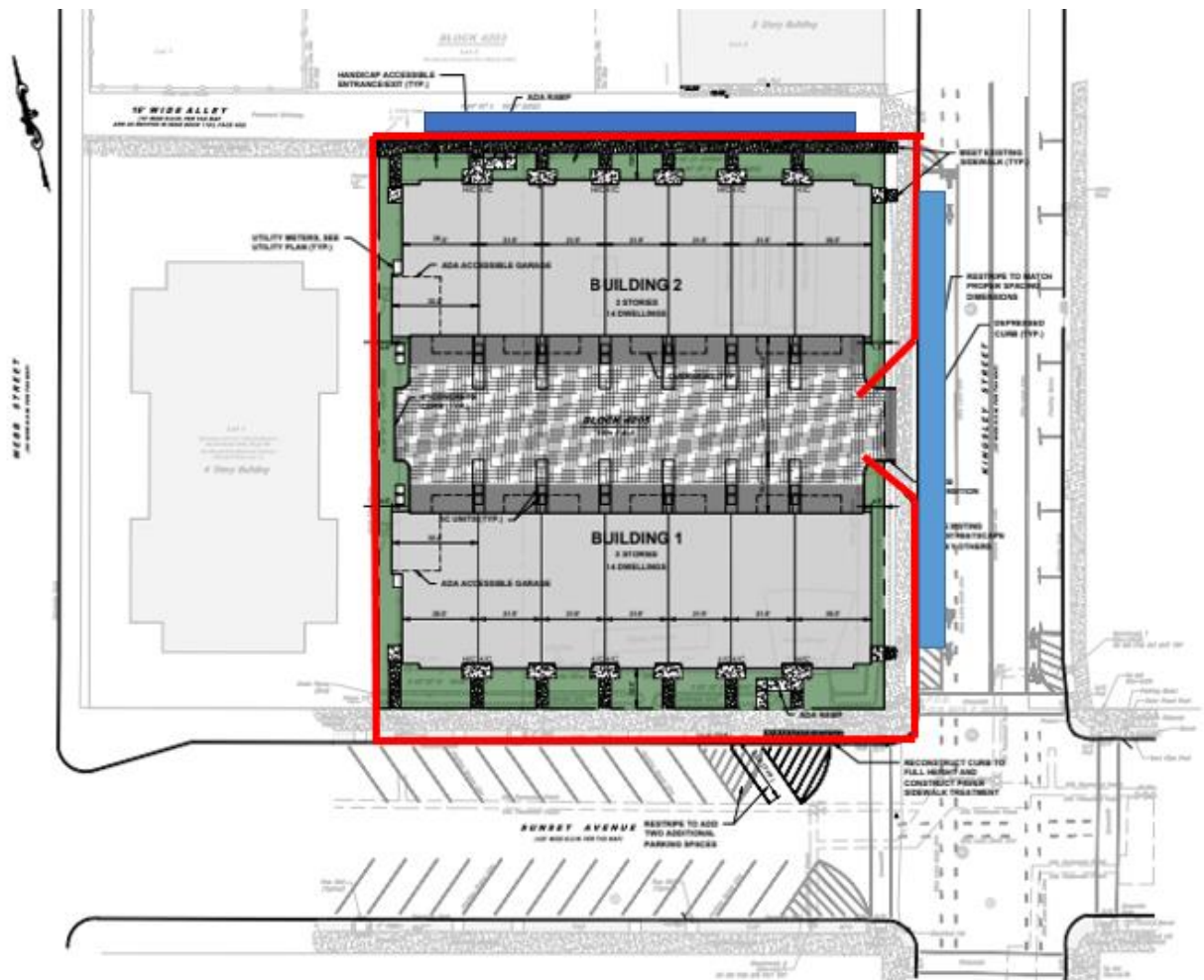
EXHIBIT C**Project Schedule**

This Project Schedule is illustrative and is consistent with the timeframes set forth in the Subsequent Developer Agreement. Timeframes associated with the approval/construction process include the following:

Submission to Asbury Park Planning Board	Within 60 days of the Effective Date.
Governmental Approval Date	No later than May 20, 2024
Building Permits Approvals Date	Within six (6) months of the Governmental Approval Date.
Commencement of Construction	On or about the Building Permit Approval Date.
Project Completion Date	No later than twenty four (24) months from the Building Permits Approvals Date.

EXHIBIT D

Site Access And Logistics Plan



Temporary Perimeter Fence/Gate (best efforts will be made to have the sidewalk available for pedestrians during the summer-time, defined as beginning on the Saturday before Memorial Day and ending on Labor Day, so long as it does not compromise the health and safety of the pedestrians and workers at Sunset Square) _____

Temporary/Short Term Delivery Areas _____

Construction Trailer _____

All dumpsters will be positioned within our property.

All material storage will be within our property.

Estimated time to complete the Project is 12 months from commencement of site work to completing both buildings.

Under no circumstances may parking spaces and carriageways of any right-of-way within the City be occupied between May 1st and September 30th and under no circumstances shall a carriageway be occupied for more than one (1) week per month unless the City agrees in writing that the Entity may occupy a carriageway for additional time during specific days of the week which experience lower traffic volumes.

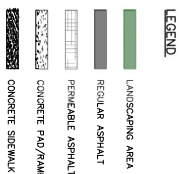
Packet Pg. 229

8	94 TOTALS	Possible Points:	11
Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110			

EXHIBIT F
Assumed Unit Pricing

Unit	Designation	Sales Price	Number
BOWERY	2-Bedroom, 1 car garage	\$669,990.00	10
MURRAY HILL	2-Bedroom, 1 car garage	\$734,990.00	4
UNION	3-Bedroom, 1 car garage	\$834,990.00	10
GREENWICH	3-Bedroom, 1 car garage	\$879,990.00	4

Docs #5947761-v12



FPA

Planners & Planners Associates

Professional Firm
72121-12800

FPAAssociates.com

New Service • Master Plan • Pre-engineering • Georgia

SITE AND LAYOUT PLAN

FOR
PRELIMINARY PLAN FOR
MAJOR SITE PLAN

SUNSET SQUARE RESIDENTIAL DEVELOPMENT

BLKCH 40265 E. 075 S 2.3
CITY OF AUSTIN, TEXAS

CITY OF AUSTIN, TEXAS
CITY OF AUSTIN, TEXAS

DATE: 04/20/2022

TIME: 9:00 AM

BY: J. A. B. 3P

REVISION: 3P

DATE: 04/20/2022

TIME: 9:00 AM

BY: J. A. B. 3P

PROJECT NUMBER: 19362-2001

PROJECT NAME: 3P

PROJECT ADDRESS: 3P

PROJECT NUMBER: 19362-2001

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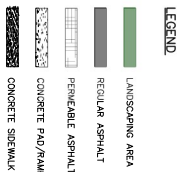
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SITE AND LAYOUT PLAN

FOR
PRELIMINARY PLAN FOR
MAJOR SITE PLAN

SUNSET SQUARE RESIDENTIAL DEVELOPMENT

BLDG# 4058 S. 075 S 2 S 3
CITY OF AUSTIN PARK
CITY OF AUSTIN PARK

DATE: 04/20/2022

TIME: 9:00 AM

SCALE: 1" = 20'

PROJECT NUMBER: 19582-2001

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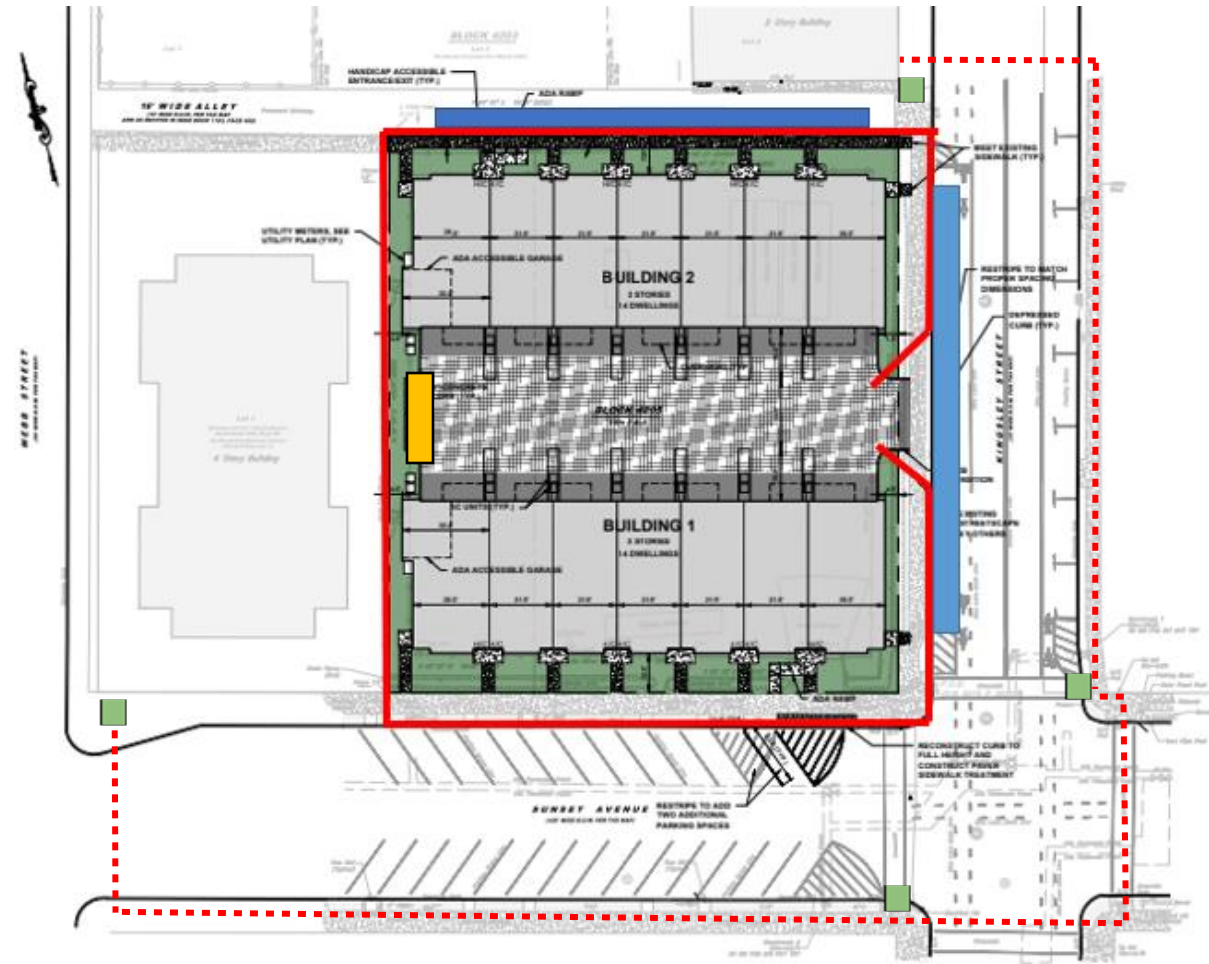
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Temporary/Short Term Delivery Areas ———

Construction Trailer ———

“Sidewalk Closed” Sign ———

Alternate Route - - - - -

All dumpsters will be positioned within our property.

All material storage will be within our property.

Estimated time to complete the Project is 12 months from commencement of site work to completing both buildings.

Under no circumstances may parking spaces and carriageways of any right-of-way within the City be occupied between May 1st and September 30th and under no circumstances shall a carriageway be occupied for more than one (1) week per month unless the City agrees in writing that the Entity may occupy a carriageway for additional time during specific days



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-396

Opposition To The Enactment Of Proposed Bill H.R. 3557, Known As The “American Broadband Deployment Act Of 2023.”

**RESOLUTION NO. 2023-396**

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

RESOLUTION IN OPPOSITION TO THE ENACTMENT OF PROPOSED BILL H.R. 3557, KNOWN AS THE "AMERICAN BROADBAND DEPLOYMENT ACT OF 2023."

WHEREAS, H.R. 3557, known as the "American Broadband Deployment Act of 2023," was introduced with little notice and without full text on May 22, 2023, and was approved by the House Committee on Energy and Commerce, and ordered to be reported following markup only two days later on May 24, 2023; and

WHEREAS, prior to H.R. 3557's introduction, only a single hearing was held on the eventual contents, on April 19, 2023, before the House Communications Subcommittee, the testimony before which consisted exclusively of that from witnesses supportive of federal preemption and to which not a single state or local government representative was invited to testify; and

WHEREAS, H.R. 3557 would pre-empt local governments' rights-of-way compensation and management authority, zoning powers, cable franchising authority, and property rights; and

WHEREAS, the proposed bill would bestow on broadband providers an unprecedented federal grant of access to state and local public property, but impose no obligations on those providers to serve "unserved" and "underserved" Americans; and

WHEREAS, H.R. 3557 would mandate that siting decisions be "deemed granted" if not denied by a local government within 60 days, which is as little as 25 % of the time the federal government gives itself to make identical decisions concerning access to federal property; and

WHEREAS, H.R. 3557 would make virtually any local government decision not to allow the installation of a proposed wireless facility at a provider's request a "prohibition" preempted by federal law, and would require local governments to draft and publicly release a written explanation for the decision to deny an application on the same day it votes on the decision, which is a virtually impossible task because such written decisions typically require the examination and analysis of evidence presented to local council; and

WHEREAS, the bill would substitute the FCC for the local federal district court as the reviewing body for challenges to local government decisions regarding wireless facility applications, thus breaking the promise made by Congress in 1996 that local governments would not be required to travel to Washington to defend local decisions; and

WHEREAS, H.R. 3557 would also eliminate cable franchise renewals, thereby restricting the ability of state or local franchising authorities to enforce franchise obligations such as public, educational, and government channel capacity and facilities, customer service requirements, and system build-out requirements; and

WHEREAS, H.R. 3557 would affirmatively grant cable operators the right to use local rights-of-way to provide non-cable services while prohibiting localities from imposing any fees on non-cable services for use of those rights-of-way; and

WHEREAS, for the reasons set forth above, the Mayor and Council of the City of Asbury Park strenuously oppose passage of H.R. 3557.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that this body strenuously opposes H.R. 3557 and urges the House and Senate not to pass this legislation.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to Senate President, Vice President of the United States, Kamala Harris; Speaker of the House of Representatives, Senator Kevin McCarthy; Senator Cory Booker; Senator Bob Menendez; Representative Frank Pallone, Jr.; President of the United States Joseph R. Biden; and New Jersey State League of Municipalities.

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. 2023-396 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.


 Lisa Esposito, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, July 26, 2023
RESOLUTION SUMMARY

2023-397

Municipal Lien On The Property Located At 1117 Sunset Avenue Regarding Demolition And Related Costs



RESOLUTION NO. 2023-397

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

RESOLUTION AUTHORIZING THE IMPOSITION OF A MUNICIPAL LIEN ON THE PROPERTY LOCATED AT 1117 SUNSET AVENUE (BLOCK 2301, LOT 11) REGARDING DEMOLITION AND RELATED COSTS

WHEREAS, on June 14, 2022, the Asbury Park Construction Official caused to be served, via hand delivery, a Notice of Unsafe Structure (the “Notice”) on the record owner(s) of the property located at 1117 Sunset Avenue within the City, more commonly known and designated as Block 2301, Lot 11 on the Asbury Park City Tax Map (the “Property”), due to the extremely deteriorated and dilapidated condition of the residential structure (the “structure”) that was located thereon following a fire that occurred on March 7, 2019 which caused significant damage to the structure, along with the passage of time thereafter during which time the damaged structure remained unrepaired and exposed to the elements and which was ultimately determined to be in danger of collapse; and

WHEREAS, the Notice was issued pursuant to the New Jersey Uniform Construction Code, specifically N.J.S.A. 52:27D-132 and N.J.A.C. 5:23-2.32; and

WHEREAS, pursuant to the Notice, emergency measures were required in accordance with N.J.A.C. 5:23-2.32(b) in order to protect human life and the public welfare; and

WHEREAS, the Notice required that the structure be demolished by June 20, 2022, or that the unsafe conditions be abated no later than June 20, 2022; and

WHEREAS, in accordance with N.J.A.C. 5:23-2.32(b)(2) and (6), the Notice advised the owner(s) that any appeal of this emergency determination and order may be made only to a court of competent jurisdiction; and

WHEREAS, the owner(s) did not seek judicial intervention prior to June 20, 2022, nor did the owner(s) abate the unsafe conditions; and

WHEREAS, the City therefore engaged its own demolition contractor(s) to perform the demolition of the structure; and

WHEREAS, on or about June 20, 2022, the demolition of the structure was effectuated by the City; and,

WHEREAS, the total costs associated with the demolition of the structure and related actions amounted to Sixty Seven Thousand Eight Hundred Fifty Four and 54/100 Dollars (\$67,854.54) (also referenced as the “demolition costs”); and

WHEREAS, the demolition costs incurred by the City shall be imposed on the Property in the form of a municipal lien pursuant to applicable law.

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 Tax Collector be and is hereby authorized and directed to take all appropriate actions to impose upon the Property located at 1117 Sunset Avenue, Asbury Park, New Jersey (Block 2301, Lot 11) a municipal lien in the amount of Sixty Seven Thousand Eight Hundred Fifty Four and 54/100 Dollars (\$67,854.54), in order to reimburse the City for the demolition costs.
2. That the Tax Collector and/or City Attorney shall, within ten (10) days of encumbering the Property, send official notice of said encumbrance via certified mail, return receipt requested, and regular mail to any and all other lien holders or creditors listed of record with a secured interest in the Property.
3. That the Tax Collector and the City Attorney are hereby authorized to perform any and all other actions that are necessary in order to ensure reimbursement to the City for the demolition costs.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Michael Schnurr, Tax Collector;
 - b. Michael Delre, Tax Assessor;
 - c. JoAnn Boos, CFO;
 - d. Robert Fay, Construction Official;
 - e. Donna Vieiro, City Manager; 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. 2023-397 which was finally adopted by the City Council at a meeting held on the 26th day of July, 2023

CERTIFIED BY ME THIS 27th DAY OF July, 2023.



~~Lisa Esposito~~, City Clerk 7/27/2023

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, July 26, 2023
REGULAR MEETING

Executive Session - 4:00 p.m.

2023-375 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Donna Vieiro	City Manager	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 6:05 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

Mayor Moor presented special events applications to Mayor and Council.

ITEMS TO BE PRESENTED:

1. Presentation by Memorial Avenue Holdings Urban Renewal Company LLC for proposed redevelopment of 2-12 Memorial Drive, 900-906 Springwood Drive (Block 705, Lots 1-4)

Attorney Andy Karas, and Land Use Attorney, Kevin Kennedy presented a redevelopment proposal for property located at 900-906 Springwood Drive.

Matters from City Council

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

Council member Chapman stated, Yvonne Clayton and I will be doing coffee with the council person at Booskerdoo on August 10th at 10:00 AM. Come on out and share your concerns and thoughts regarding the city and we would be happy to buy you a cup of coffee for coming. I would also like to make people aware of the Asbury Park Arts Council AP3 film challenge. They did this last year and it was really a lot of fun. There's some criteria where people get to make a three minute video. Those chosen then show their films at The House of Independence and get to talk about it, and it's a really cool initiative.

Council member Clayton stated, Tuesday night, August 1st, is National Night Out so come out to City Hall parking lot, which will be closed. There will be music, games, the police department will be giving away bicycles and the event is from 5:00 PM to 8:00 PM. Please come out for National Night Out.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, Tomorrow night, July 27th, at the Springwood Avenue Park from 6:00 PM to 8:00 PM, The Mayor's Wellness committee will be giving community health tips, music by River Bay, Zumba by Donna Morgan. Exercise the mind and move the body. Tomorrow night, from 6:00 PM to 8:00 PM, Springwood Avenue Park, Nina Summerlin and Mayor's Wellness if you can make it please make it.

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 Chapman and seconded by Council member Ahbez-Anderson to open the meeting to the public. All were in favor. The following members of the public spoke: Grace Rotundo and Shonna Famularo made comments regarding stones in front of residential

homes; Beth McCarthy made a comment about Asbury Fresh Market in Library Square Park; Rita Marano made a comment about Asbury Fresh Market, PILOTS, and tax abatements. A motion to close the meeting to the public was made by Mayor Moor and seconded by Council member Clayton. All were in favor.

MINUTES

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

1. Municipal Council- Executive Meeting July 12, 2023 4:00 PM
2. Municipal Council - Regular Meeting - Jul 12, 2023 6:00 PM

CONSENT AGENDA RESOLUTIONS

Council member Ahbez-Anderson abstained from Resolution 2023-379.

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

2023-376 Resolution Approving Special Event Applications

2023-377 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) - Stormwater Assistance Grant

2023-378 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) - Justice Assistance Grant

2023-379 Resolution Authorizing Appointments to the “Asbury Park TV Cable Advisory Committee”

2023-380 Resolution Authorizing an Appointment to the Mayor's Wellness Committee

2023-381 Resolution Authorizing Appointments to the Planning Board

INDIVIDUAL RESOLUTIONS

2023-382 Resolution Approving Payment of Bills

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

2023-383 Resolution Authorizing Payment to Burke Contracting, LLC for Service and Repairs to a Collapsed Sewer Line

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

2023-384 Resolution Awarding Bid for Fire Apparatus Maintenance and Repairs

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

2023-385 Resolution Approving Change Order 5 for Memorial Drive Improvements Project

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

2023-387 Resolution Authorizing and Approving the Submittal of a Grant Application and Execute a Grant Contract with the New Jersey Department of Transportation for Third and Fourth Avenue Roadway Improvements Project

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

2023-388 Resolution of The City Of Asbury Park Releasing The Performance Bond For 1101 Ocean Avenue (Block 4001, Lot 1)

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

2023-389 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration

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

2023-390 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration

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

2023-391 Amendment of a Contract with Seagrave Fire Apparatus , LLC for the Purchase of a New Fire Truck for the Fire Department

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

2023-392 Resolution of Support Authorizing a New Jersey Department of Transportation Safe Streets to Transit Grant Application and Execute a Grant Contract

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

2023-393 Resolution Authorizing The Use Of Funds Designated For The City Of Asbury Park From The Fiscal Year 2023 Asbury Park Urban Enterprise Zone Fund For The Asbury Park 2023 – UEZ Police Patrols

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

2023-394 Resolution Authorizing The Use Of Funds Designated For The City Of Asbury Park From The Fiscal Year 2023 Asbury Park Urban Enterprise Zone Fund For The Asbury Park UEZ Business Development Director – FY '23

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

2023-395 Resolution of The Mayor and City Council of Asbury Park Authorizing The City of Asbury Park To Enter Into A Subsequent Developer Agreement With Asbury Partners, LLC and PHM Sunset Square, LLC Regarding Residential Development On Block 4205, Lots 2 And 3 And Referring The Matter To The Planning Board For Appropriate Approvals

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

2023-396 Resolution In Opposition To The Enactment Of Proposed Bill H.R. 3557, Known As The “American Broadband Deployment Act Of 2023.”

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

2023-397 Resolution Authorizing The Imposition Of A Municipal Lien On The Property Located At 1117 Sunset Avenue (Block 2301, Lot 11) Regarding Demolition And Related Costs

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

ADJOURNMENT

The meeting was adjourned at 6:43 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 6:43 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk