



Agenda
Meeting of the Municipal Council
Wednesday, August 14, 2019
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

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

Items for Review:

- A. Proclamation Recognizing The Surfrider Foundation-Jersey Shore Chapter
- B. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- C. Special Event Applications
- D. Items to be presented by: City Planner Michele Alonso
 - 1. Proposed Amendments to the CBD redevelopment plan requested by Sackman Enterprises presented by Michele Alonso, PP, AICP, Director of Planning and Redevelopment
- E. Review of Agenda Items for August 14, 2019 Regular Meeting
- F. Matters from City Council
- G. Matters from City Manager
- H. Matters from City Attorney
- I. Regular Meeting begins at 7 p.m.



Agenda
Meeting of the Municipal Council
Wednesday, August 14, 2019
REGULAR MEETING 7:00 PM

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

2019-274 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Amendments to Waterfront Redevelopment Agreement and Infrastructure Component Agreement-iStar Financial

B. Litigation

1. Robert McKeon v. City of Asbury Park
2. Mark Williams v. City of Asbury Park

C. Attorney-Client Privilege

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

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

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. Announcement - Open Public Meetings Act

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

E. Public Participation

F. Minutes

- Executive Minutes of July 24, 2019 4:00pm
- Municipal Council - Work Session - Jul 24, 2019 6:00 PM

- Municipal Council - Regular Meeting - Jul 24, 2019 7:00 PM

G. Consent Agenda Resolutions

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

2019-275 Resolution Approving Special Event Applications

2019-276 Resolution Amending the Metered Parking Requirements in the Downtown and Waterfront Areas of the City, Effective Every Saturday During the Time Period From November 30, 2019 Through December 21, 2019

2019-277 Resolution Amending the Metered Parking Requirements for the Waterfront Area of the City, Effective During the Sea.Hear.Now Festival

2019-278 Resolution to Refund Overpaid Taxes 3602-4 404 Seventh Avenue

2019-279 Resolution Cancelling Balances of Completed General Capital Improvement Authorizations

H. Individual Resolutions

2019-280 Resolution Approving Payment of Bills

2019-281 Authorizing the Execution of a “Use and License Agreement” With Viacom, and Related Documents, Concerning a Live Music Event to be Held in a designated Portion of the Asbury Park Waterfront Area

2019-282 Resolution Authorizing an Agreement for Monthly Effluent Toxicity Testing at the Sewer Plant

2019-283 Resolution of The Mayor And City Council of The City of Asbury Park Approving an Application For A 5-Year Abatement Filed By Brother In The Blue, LLC

2019-284 Resolution of The City of Asbury Park Referring The Proposed Amendment To The Waterfront Redevelopment Plan Dated August 2019, To The Planning Board In Accordance With The Local Redevelopment And Housing Law, N.J.S.A. 40a:12a-7

2019-258 Resolution of the Mayor and City Council of The City of Asbury Park to enter into A Subsequent Developer Agreement with Regional Development Group, LLC for the development of property located at Block 3901, Lot 11 (215 First Avenue)

2019-285 Authorize Submission of a Grant Application to the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Grant Funding Under the 2019 Edward Byrne Memorial Justice Assistance (JAG) Program

- 2019-286 Appointing Members to the Zoning Board of Adjustment of the City of Asbury Park
- 2019-287 Resolution Approving an Appointment to The City of Asbury Park Green Team

I. Ordinances

1. Introduction

- 2019-34 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2019-7 (which provides for parking 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 March 13, 2019, to Increase the Appropriation by \$135,000 and to Increase the Authorization of Bonds or Notes by \$135,000
- 2019-35 A Capital Ordinance Appropriating the Sum of \$119,000 for Milling and Paving of Various Roads in the City of Asbury Park
- 2019-36 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations
- 2019-37 An Ordinance Authorizing The City of Asbury Park To Grant A 5-Year Abatement For Property Designated As Block 1101, Lots 41 And 42, And Authorizing The Mayor And Municipal Clerk To Execute The Attached Agreement.
- 2019-38 Ordinance of The City Of Asbury Park Authorizing The Adoption of An Amendment To The Waterfront Redevelopment Plan

2. Second Reading/Public Hearing

- 2019-28 Ordinance of the City of Asbury Park Amending Chapter VIII Establishing Article IV: Valet Parking
- 2019-31 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations (Chapter VII) Designating Parking for Electric or Plug-In Hybrid Vehicles
- 2019-30 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

J. Adjournment

**RESOLUTION NO. 2019-274****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 August 14, 2019 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. Amendments to Waterfront Redevelopment Agreement (WRA) and Infrastructure Component Agreement-iStar Financial.

B. Litigation:

1. Robert McKeon v. City of Asbury Park
2. Mark Williams v. City of Asbury Park

C. Attorney Client Privilege:

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

MELODY HARTSGROVE
DEPUTY CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, July 24, 2019
WORK SESSION

Announcement by the City Clerk

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

Proclamations Reconizing the " Fantastic Five" for heroism of the July 4th incident.

Mayor & City Council recognized the " Fantastic Five" for their heroism on July 4th, Aylssa Balzano, Jasmine Balzano, Lindsey Lavelle, Meredith Prud'homme

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

None at this time.

Special Event Applications

Leesha Flyod reviewed the special events applications with the Council.

Items to be presented by City Planner Michele Alonso:

1. Requested amendment to the Main Street Redevelopment Plan to permit a Billards Hall at 504 Main Street, Block 2503, Lot 11 presented by Michele Alonso, PP, AICP, Director of Planning and Redevelopment

City Planner Michele Alonso reviewed the request for an amendment to the Main Street Redevelopment Plan with the City Council . Paul Fernicola, Esquire and the Property Owner Mr. Lee were also present.

2. 1317-1319 Springwood Avenue (Block: 1101, Lot 41) proposed Short Term Tax Abatement presentation by Michele Alonso, PP, AICP Director of Planning and Redevelopment

City Planner Michele Alonso reviewed the application for a Short Term Tax Abatement with council and David B Duncan the applicant.

Minutes Acceptance: Minutes of Jul 24, 2019 6:00 PM (Minutes)

Review of Agenda Items for July 24, 2019 Regular Meeting

City Manager Capabianco reviewed the agenda items for this evenings meeting.

Matters from City City Council

Deputy Mayor Quinn read a statement from the Asbury Park Mayor and City Council regarding the two unrelated shootings in Asbury Park last night.

Council Member Chapman stated that coffee with a council person is on Tuesday July 30 at Booskerdoo starting at 10:00 am, come by and get to know your council persons.

Council Member Clayton stated that on Friday July 26 on the 1st Ave Beach a Wheels on the Sand, Wheels in the Water will be held join the Reeve Foundation for a day at the beach. She also thank the Surfrider Foundation for the family day celebration last Saturday.

Deputy Mayor Quinn stated that the Back to School Drive will begin on July 25 and run till August 6th, all donations can be dropped off at City hall and she thanked Cassandra and Leesha for the great work on this event.

Matters from City Manager

None at this time.

Matters from City Attorney

None at this time.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, July 24, 2019
REGULAR MEETING

Executive Session - 4:00 p.m.

2019-262 Resolution Authorizing a meeting which excludes the public

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

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

Motion to open meeting to the public was made by Council Member Kendle and seconded by Deputy Mayor Quinn.

The following members of the public spoke: Ernest Mignoli, Tom Gilmor, Rita Marano, Louise Murray, and Linda Phillips. Dan Harris, Nicole Harris, Curtis Barnes, Sylvia Sylvia, Howard Raczkiewicz and Jennifer Lewinski.

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to close the meeting to the public.

MINUTES

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

1. **Motion to:** Minutes of July 10, 2019 4:00 PM **Adopted**
2. Municipal Council - Work Session - Jul 10, 2019 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Jul 10, 2019 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2019-263 Resolution Approving Special Event Applications
- 2019-264 Resolution Authorizing the Tax Collector To Extend the Third Quarter 2019 Grace Period.
- 2019-265 Authorizing the Extension for 3rd Party Municipal Debt Collections through July 16, 2021

INDIVIDUAL RESOLUTIONS

- 2019-266 Resolution Approving Payment of Bills
- Council Member Chapman is abstaining from 19-01971-19-02159-19-02204

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

- 2019-267 Resolution Authorizing the Purchase of an SUV for the Construction Department

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

- 2019-268 Authorizing a Professional Services Contract to KMA for Affordable Housing Planning

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

2019-269 Authoring a professional services contract to Lerch, Vinci and Higgins for PILOT billing

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

2019-270 Awarding a contract for Sunset Lake Pond Management

Motion to table was made by Mayor Moor and seconded by Council Member Kendle.

RESULT:	TABLED [UNANIMOUS]
	Next: 8/14/2019 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-271 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 2019 Budget of the City of
Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Waterfront Redevelopment
Contribution - Police

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

2019-272 Referring the Sunset Lake Park Master Plan to the Planning Board

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

2019-273 Resolution Authorizing the Purchase of Electricity and Natural Gas

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

2019-258 Resolution of the Mayor and City Council of The City of Asbury Park to enter into A
Subsequent Developer Agreement with Regional Development Group, LLC for the
development of property located at Block 3901, Lot 11 (215 First Avenue)

Motion to table was made by Council Member Chapman and seconded by Mayor Moor.

RESULT:	TABLED [UNANIMOUS]
	Next: 8/14/2019 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ORDINANCES

Introduction

2019-32 An Ordinance Amending Chapter Two Section Forty-Nine Parking Utility

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/11/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-33 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/11/2019 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

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

Motion made by Council Member Kendle to open Ordinance 2019-26 to the public and seconded by Council Member Clayton. No one from the public spoke.

Motion made by Mayor Moor and seconded by Council Member Chapman to close Ordinance 2019-26 to the public.

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

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

Motion made by Deputy Mayor Quinn to open Ordinance 2019-29 to the public and seconded by Mayor Moor. The following member of the public spoke : Marc ?

Minutes Acceptance: Minutes of Jul 24, 2019 7:00 PM (Minutes)

Motion made by Mayor Moor and seconded by Council Member Chapman to close Ordinance 2019-29 to the public.

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

ADJOURNMENT

The meeting was adjourned at 8:10 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Jul 24, 2019 7:00 PM (Minutes)



RESOLUTION NO. 2019-275

**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 August 14, 2019 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Boys and Girls Club Block Party
2. APDEC Community Day
3. Shri Krishan Vrundavana: Ocean Ritual
4. I Believe in Me mentoring program
5. Greek Orthodox Holy Cross Celebration
6. VNACJ Health Center event
7. 7th Annual Charity Kings Block Party
8. MTV video music awards remote stage
9. LAZ parking manager appreciation day beach cleanup
10. Tourneo de Baloncesto- basketball tournament

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-275 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: Boys & Girls Club Open House / Block Party

DATE(S): 8/24/19 Rain Date: 8/25/19

HOURS OF EVENT: From 12:00 To: 3:00

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Monroe Ave between Prospect Ave and Winn Street

Name of Applicant/Organization: Boys & Girls Clubs of Monmouth County

Address: 1201 Monroe Ave, Asbury Park, NJ 07712

Contact: KAREN Odom Phone: 732-775-7862

Fax: 732-775-4065 Email: KAREN@bgcmonmouth.org

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 210-694-3731000

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: THE EVENT WILL BE AN OPEN HOUSE, COMMUNITY BLOCK PARTY WITH FOOD, GAMES, MUSIC AND SWIMMING.

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

OVER

Attachment: cm 814 (2019-275 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200-300ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES ☒ NO _____ Please Give Details:BARRICADES will be needed at the corner of Prospect and Monroe Avenues as well as Monroe and Winn Street.

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS:

Security = 2 Asbury Park Police Officers; Traffic Control = BARRICADES; ~~CLEAN UP~~ CLEAN UP = Club Staff; TRASH AND Debris = Placed in Club Dumpsters

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:

Delivery and pickup BARRICADES will be needed. Two (2) Asbury Park Police Officers will be needed for securityNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

K. R. Odom
Signature of ApplicantJuly 27, 2019
DateKAREN R. Odom
Print Name of Applicant

For Special Events Office Use only:

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

Attachment: cm 814 (2019-275 : Special Event Applications)

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: APDEC 1st Annual Multi-Cultural Community Day
DATE(S): Saturday Aug 24, 2019 Rain Date: Sunday Aug 25, 2019
HOURS OF EVENT: From 8:00 AM To: 5:00 P.M

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

The 400 Block (905 Sewall Avenue, Asbury Park, NJ 07712)

Name of Applicant/Organization: Asbury Park Deliverance Evangelistic Center Inc
Address: 905 Sewall Avenue Asbury Park NJ 07712
Contact: 732 513-4320 Phone: SAME
Fax: _____ Email: _____
Non-Profit? Yes X No _____ Tax Exempt ID Number: 223393375

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: This Community Day will provide free apparel, shoes, etc, also we will provide health screenings, distribution of school supplies, children activities, and vendors that will share important information to the community

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

OVER

Attachment: cm 814 (2019-275 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 50ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____

VENDOR CHARGE? YES _____ NO _____ IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES X NO _____ Please Give Details:We want to close the street to provide the vendors space to operate and also for safety reasons

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:

We will have workers on board and security from our partners to assist in the flow of people. The block-off will alert drivers and direct vehicles to bypass the street. We will pick-up what is needed to block the street.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:

Equipment to block off street (Barricades) we will have workers to pick barricadesNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

Pastor Tonya C Rice
Signature of ApplicantJuly 29 2019
DateTonya C Rice
Print Name of Applicant

For Special Events Office Use only:

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

SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

NAME OF EVENT: Shri Krishna Vrundavana: Ocean Ritual

 DATE(S): August 25, 2019 Rain Date: _____

 HOURS OF EVENT: From 6 am To: 8 am

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Private Location on the Beach

 Name of Applicant/Organization: Sujana Religious And Charitable Foundation

 Address: 215 May Street, Edison NJ, 08817

 Contact: Srinivas Bellary Phone: 9082445634

 Fax: _____ Email: srinivas_bellary@yahoo.com

 Non-Profit? Yes X No _____ Tax Exempt ID Number: 770577041

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF Our event is a religious ritual where we wear clothes and submerge ourselves for a few seconds in the ocean. The event is very popular in India and we are trying to bring that culture to the Indians in New Jersey. For this ritual, we don't need any city protection, but we would like to have lifeguards to make sure that no one will be in any harm.

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

OVER

Attachment: cm 814 (2019-275 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 150ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Our event will not have any garbage or anything that will need to be disposed of.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: We don't need any city resources or services.

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

[Signature]
Signature of Applicant

7/17/2019
Date

SRINIVAS BELLARY (on behalf of SRCP)
Print Name of Applicant

For Special Events Office Use only:

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

Attachment: cm 814 (2019-275 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: I Believe in Me Mentoring
 DATE(S): 9/14 - Aug 4, 2020 Rain Date: N/A
 HOURS OF EVENT: From _____ To: 3 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Council Chambers

Name of Applicant/Organization: Angela Abber-Anderson
 Address: 2105 First Ave
 Contact: Angela Abber-Anderson Phone: 732 804 2817
 Fax: N/A Email: Angela.Abber@gmail.com
 Non-Profit? Yes _____ No ☒ Tax Exempt ID Number: _____
 If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

I Believe in Me is a mentoring program for Middle School & High School girls. We meet weekly on Saturdays

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

OVER

Attachment: cm 814 (2019-275 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 10ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS: None Necessary

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:

Custodian to unlock Chamber Doors

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

Angela Abber Anderson
Signature of Applicant

July 24, 2019
Date

Angela Abber Anderson
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$

Total Fees Collected \$

Attachment: cm 814 (2019-275 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.A." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: Greek Orthodox Holy Cross Celebration

DATE(S): Sunday Sept. 15, 2019 Rain Date: N/A

HOURS OF EVENT: From 7 AM To: 4 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Beach south adjacent to Convention Hall and Bradley Park - west of Convention Hall

Name of Applicant/Organization: Greek Orthodox Metropolis of NJ % St. George

Address: 1033 West Park Ave, Ocean NJ 07712

Contact: Karen Catizone Phone: 732-775-2777

Fax: 732-775-0109 Email: Kcatizone@stgeorgeap.org

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 223-699-967/poo

If yes, please provide non-profit certificate

Greek Orthodox Metropolis of NJ

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Annual Blessing of The Waters, annual Souvlaki food stand in park (Bradley Park) Fundraiser, consisting of 4-6 charcoal grills w/ fire extinguishers on site. Several tables + chairs. Traditionally we serve "to go" Food Event is self-contained & we don't require City Staff
On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

Attachment: cm 814 (2019-275 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 400ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL

AND DISPOAL OF TRASH AND DEBRIS: Setup, clean up and hauling of trash is done by our community. No street closures, city staff or provisions are required.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

Signature of Applicant

Date

Karen A. Catizone
Print Name of Applicant7/23/19.

For Special Events Office Use only:

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



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: VNA's CNA National Health Center Week!

DATE(S): August 9, 2019 Rain Date: August 9, 2019
HOURS OF EVENT: From 9 AM To: 2:30 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

1301 Main St, Asbury Park, NJ. 07712

Name of Applicant/Organization: VNA's CNA Inc.
Address: 1301 Main St, Asbury Park, NJ 07712
Contact: Digna Diaz one: 732-337-4336
Fax: _____ Email: digna.diaz@vna.org
Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 22-3321236
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

We would like to participate in National Health Center week. As part of the event we would like to set up a few tables (10) outside our office aside from informational table, we would have on a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.
horizon mobile, Aethra mobile and VNA mobile and a DJ for entertainment. For educational purposes we will have an inflatable colon (letter from State OVER attached for colon).
(no food or tent)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 50-100ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: our security officer will be on site. garbage cans will be put out for around the event.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

Digna Diaz
Signature of Applicant

8/2/2019
Date

Digna Diaz
Print Name of Applicant

For Special Events Office Use only:

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



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: 7th ANNUAL CHARITY Kings INC. Block party

DATE(S): 8/24 Rain Date: 8/25
HOURS OF EVENT: From 12pm To: 4pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Donald Hammary Community Courts

Name of Applicant/Organization: CHARITY Kings INC.
Address: 57 South Main St. Neptune NJ 07716
Contact: Darryl Hammary Phone: (973) 342-8410
Fax: _____ Email: _____

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 90-0582653
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Basketball games
Kids games music Free Food Book and Bags giveaways

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

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: School Security + Volunteers

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: GARBAGE bags, city float

(12) BARRICADES

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

Darryl Hammary
Signature of Applicant

August 1st 2019
Date

DARRYL HAMMARY
Print Name of Applicant

For Special Events Office Use only:

Packet Pg. 27

Total Fees Collected \$

Attachment: cm 814 (2019-275 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: 2019 MTV VIDEO MUSIC AWARDS REMOTE STAGE

DATE(S): Aug. 22-26 **Rain Date:** n/a

HOURS OF EVENT: From 6am Aug. 22nd To: 3am Aug. 26th

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

The Stone Pony & the concert pad next to the boardwalk owned by Madison Marquette, & 2nd Ave next to the Stone Pony from Boardwalk to Kingsley St. & Ocean Avenue from 1st to 2nd Ave

Name of Applicant/Organization: Heather Graffagnino/ Moonman Productions, Inc.

Address: 1515 Broadway New York, NY 10036

Contact: Heather Graffagnino **Phone:** 615-500-4119 or 615-335-8431

Fax: 615-335-8419 **Email:** heather.graffagnino@emt.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: All on camera, Artist will play inside the Stone Pony, then walk across Ocean Avenue at the crosswalk, to the boardwalk area, and on to the stage which will be built on the pad next to the boardwalk, owned by Madison Marquette. Artist will play est. between 8pm-9pm.

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

OVER

HDP

Attachment: additions 814 (2019-275 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: LAZ PARKING MANAGER Appreciation Day

DATE(S): Sept 11, 2019 Rain Date: Sept 12, 2019
HOURS OF EVENT: From 11 To: 2

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

On the beach between 1st + 2nd avenue by the playground.

Name of Applicant/Organization: Jessica Solomon
Address: 333 W. 39th St. Suite 602 NY NY 10017
Contact: Jessica Phone: 917.715.0212
Fax: N/A Email: JSolomon@lazparking.com

Non-Profit? Yes ☐ No ☒ Tax Exempt ID Number: _____
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: On the beach:
A beach clean up of the area! Snacks and
non-alcoholic drinks + a sand castle contest

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc. N/A - none needed

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 75ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: N/A

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: NONE

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

Jessica Solomon
Signature of Applicant

07/26/19
Date

Jessica Solomon
Print Name of Applicant

For Special Events Office Use only:

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

Attachment: additions 814 (2019-275 : Special Event Applications)

SPECIAL EVENTS PERMIT APPLICATION



Date Received: August 8 APP. # _____

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

NAME OF EVENT: Torneo de Baloncesto

DATE(S): August 18 Rain Date: August 20
HOURS OF EVENT: From 9:00 am To: 9: pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Donald Hamman Community Center

Name of Applicant/Organization: Adrian Garcia

Address: 2209 Main Street Lower Level

Contact: _____ Phone: 609-356-4203

Fax: _____ Email: Garciaadrian1979@yahoo.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Basketball
Tournament for men, double elimination style.

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No / If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 80 - 100ADMISSION CHARGE? YES _____ NO / IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO / IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO / Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: clean up to be picked by applicant and family members.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

Signature of Applicant

08/06/19
Date

Print Name of Applicant

For Special Events Office Use only:

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



RESOLUTION NO. 2019-276

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

RESOLUTION AMENDING THE METERED PARKING REQUIREMENTS IN THE DOWNTOWN AND WATERFRONT AREAS OF THE CITY, EFFECTIVE EVERY SATURDAY DURING THE TIME PERIOD FROM NOVEMBER 30, 2019 THROUGH DECEMBER 21, 2019

WHEREAS, the requirements concerning metered parking in the downtown and waterfront areas of the City of Asbury Park (“the City”) were established per Ordinance No. 2982 (the “Ordinance”), which was adopted by the Mayor and City Council on May 19, 2011, and which has subsequently been amended in certain limited respects; and

WHEREAS, the Mayor and Council have previously taken action by Resolution to modify the metered parking requirements as set forth in the Ordinance for certain temporary periods of time for various reasons; and

WHEREAS, as an incentive to encourage increased business for the merchants in the downtown and waterfront areas of the City during the holiday season, the Mayor and Council wish to temporarily suspend the metered parking requirements in those areas so as to allow for “free” parking between the hours of 9:00 a.m. and 6:00 p.m. of each Saturday, commencing on November 30, 2019, through to and including December 21, 2019; and

WHEREAS, the purpose of this Resolution is to memorialize this temporary suspension of the metered parking requirements.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and City Council of the City of Asbury Park that the metered parking requirements in the downtown and waterfront areas of the City, as established per Ordinance No. 2982, as amended, are hereby suspended so as to allow for “free” parking 9:00 a.m. and 6:00 p.m. of each Saturday, commencing on November 30, 2019, through to and including December 21, 2019.

BE IT FURTHER RESOLVED that as of Saturday, December 28, 2019, the regular metered parking requirements as set forth in Ordinance No. 2982, as amended, shall resume once again.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of

RESOLUTION NO. 2019-276 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

CERTIFIED BY ME THIS 15th DAY OF August, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2019-277

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

RESOLUTION AMENDING THE METERED PARKING REQUIREMENTS FOR THE WATERFRONT AREA OF THE CITY, EFFECTIVE DURING THE SEA.HEAR.NOW FESTIVAL

WHEREAS, the requirements concerning metered parking in the downtown and waterfront areas of the City of Asbury Park (“the City”) were established per Ordinance No. 2982 (the “Ordinance”), which was adopted by the Mayor and City Council on May 19, 2011, and which has subsequently been amended; and

WHEREAS, the Mayor and Council have previously taken action by Resolution to modify the metered parking requirements as set forth in the Ordinance for certain temporary periods of time for various reasons; and

WHEREAS, as an incentive to encourage alternative modes of transportation to the Sea.Hear.Now Festival on September 21st - 22nd, 2019, the Mayor and Council wish to temporarily adjust the metered parking rates in the waterfront zone so as to continue the peak (summer) season rates of \$2.00/hour for the two weekend days; and

WHEREAS, the purpose of this Resolution is to memorialize this temporary adjustment of the metered parking rates.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and City Council of the City of Asbury Park that the metered parking rates in the waterfront zone, as established per Ordinance No. 2982, as amended, are hereby adjusted so as to continue the peak (summer) season rates of \$2.00/hour on Saturday, September 21st and Sunday, September 22nd.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-277 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

CERTIFIED BY ME THIS 14th DAY OF August, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2019-278

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

RESOLUTION TO REFUND OVERPAID TAXES 3602-4 404 SEVENTH AVENUE

WHEREAS, G.S. Wilcox & Company, the mortgage company for the assessed owner (Ludlow Apartments LLC % Tony Sagona) of Block 3602 Lot 4, whose property address is known as 404 Seventh Avenue, has made an erroneous duplicate payment on property taxes, along with the assessed owner, totaling \$8,026.32, creating an overpayment in the amount of \$4,013.16; and

WHEREAS, the Tax Collector has requested to refund overpayment on Block 3602 Lot 4 in the amount of \$4,013.16 for the credit applied to the 3rd quarter of 2019 that was paid by G.S. Wilcox & Company, who has provided documented proof of payment and has directed overpayment to be refunded to Ludlow Apartments LLC % Tony Sagona; and

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

- 1) The Mayor and City Council do hereby authorize the Tax Collector for the City of Asbury Park to refund overpayment of taxes in the amount of \$4,013.16 for the 3rd quarter of 2019 to Ludlow Apartments LLC % Tony Sagona.
- 2) A certified copy of this resolution shall be forwarded to the Tax Collector and CFO of City of Asbury Park.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-278 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK

E

Tax Account Maintenance

Block: 3602
Lot: 4
Qualifier:
Owner: LUDLOW APARTMENTS LLC % TONY SAGONA
Prop Loc: 404 SEVENTH AVENUE

Account Id: 00003159
Tax Bill

Notes Exist

Assessed Value

Additional

Billing

Deductions

Balance

All Charges

Add/Omit

Notes

Year	Qtr	Type	Billed	Principal Balance	Interest	Total Balance
2020	2		3,903.07		.00	3,903.07
2020	1		3,903.08		.00	3,903.08
2020		Total	7,806.15		.00	7,806.15
2019	4		4,013.16		.00	4,013.16
2019	3		4,013.16		.00	4,013.16

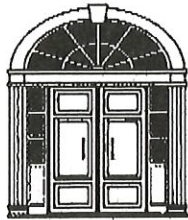
Other Delinquent Balances: .00 Interest Date: 08/09/19 Interest Detail

Other APR2 Threshold Amt: .00 Per Diem: .0000 Last Payment Date: 07/31/2019

TOTAL TAX BALANCE DUE

Principal: -4,013.16 Penalty: .00

Misc. Charges: .00 Interest: .00 Total: -4,013.16

**G.S. WILCOX & CO.***Commercial Real Estate Capital*

8/9/2019

City of Asbury Park
Attn: Barbara Kovach-Falco
One Municipal Plaza

Asbury Park NJ 07712



RE: Block 3602 Lot 4 – Double Payment of Third Quarter 2019

Barbara:

G.S. Wilcox & Co. authorizes Asbury Park to refund the tax payment made by Mr. Sagona for the above reference property and tax quarter.

Attached is the copy of the front and back of the check we sent to pay the taxes.

Please contact me at the phone number below if you have any questions.

Regards,

Matt Mariani

Financial Analyst

G.S. WILCOX & CO. | *Achieving Objectives for Our Clients.*

365 South St. Morristown, NJ 07960

Office: (973) 538-0008 x123 | Cell: (973) 432-1231

Email: mmariani@gswilcox.com**Website | Facebook | LinkedIn | Twitter**

Attachment: 20190809115319546 (2019-278 : Resolution to Refund Overpaid Taxes 3602-4 404 Seventh Avenue)

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

PHONE: (732) 775-2100
WWW.CITYOFASBURYPAK.COM



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

MICHAEL N. CAPABIANCO, CITY MANAGER
CINDY A. OYE, RMC, CITY CLERK

August 8, 2019

To: Tony Sagona – Ludlow Apartments LLC % Tony Sagona
Fax#: 732-449-1185
From: Barbara Kovach-Falco

Re: Refund for taxes Block 3602 Lot 4 – 404 Seventh Avenue

Please note that as in our previous conversation that in order to refund money we require written authorization, along with copy of front and back of payment made by your mortgage company, since they are officially the entity that created the 2nd payment on 2019 Q3,

The mortgage company would have to provide authorization that we are to refund that payment directly back to you even though they are the ones that made the payment. Also, please note we received (copy provided by you) a check payment from you via a check from "The Ludlow Apartments, LLC", not you personally, Tony Sagona.

Respectfully,

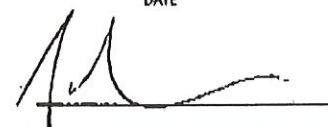
Barbara Kovach-Falco

Assistant/Deputy Tax Collector
City of Asbury Park
Phone: 732-775-2100
Fax: 732-502-9658

Attachment: 20190809115319546 (2019-278 : Resolution to Refund Overpaid Taxes 3602-4 404 Seventh Avenue)

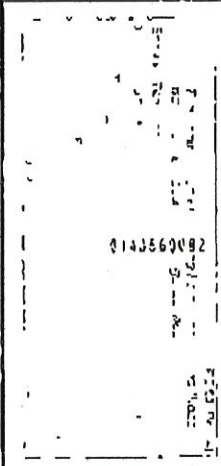
Check Image

Item Reference	6053
Amount	\$4,013.16

G.S. WILCOX & CO. DISBURSEMENTS CLEARING ACCOUNT 365 SOUTH STREET MORRISTOWN, NEW JERSEY 07960		investorsBank NUMBER 6053	
Four Thousand, Thirteen and 16/100		65-7103/2211	
PAY:		07/29/2019	
TO THE ORDER OF Asbury Park Tax Collector Asbury Park Tax Collector One Municipal Plaza Asbury Park NJ 07712		DATE	AMOUNT ***4,013.16**
			
⑈006053⑈ ⑆221272031⑆ 599900753⑈			

Investors Bank

Check Image	
Item Reference	6053
Amount	\$4,013.16

 0143568082	>221272031< Investors Bank #143 2019-08-01 0143568082 Batch 189977969	☐ ENDORSE HERE CITY OF ASHLAND PARK TDR DEPOSIT ONLY Account: 189906073 Tax Collector's Account Date: 8/23/19 Ref: 3602-4 DO NOT WRITE ON THIS LINE
---	--	---

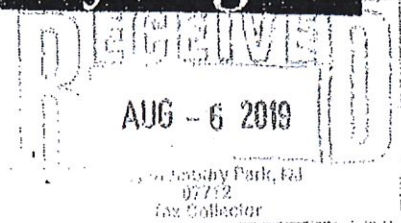
Investors Bank

Attachment: 20190809115319546 (2019-278 : Resolution to Refund Overpaid Taxes 3602-4 404 Seventh Avenue)

3602/4

114 Picadilly Drive
Morganville, New Jersey 07751
Cell: 732-539-3122
Fax: 732-449-1185
Email tonysagona@aol.com

Tony Sagona



FAX COVER

To: Barbra Kovach From: Tony Sagona
 Fax: 732 502 9658 Pages: 2
 Phone: _____ Date: 8-6-19
 Re: double payment cc: _____

☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments

Ms Kovach-

*Please find copy of front + back of check
requested for 404 7th Ave project
Block 3602 lot 4 -*

GS Wilcox also paid -

Thank you
Tony Sagona
732 539-3122

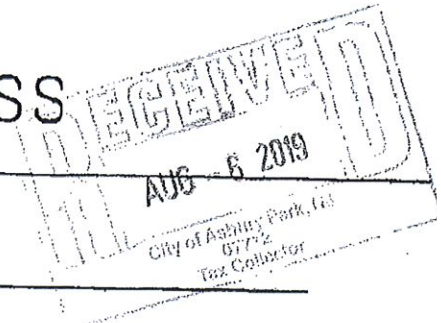
Attachment: 20190809115319546 (2019-278 : Resolution to Refund Overpaid Taxes 3602-4 404 Seventh Avenue)

8/6/2019

Check Details - chase.com

CHASE for BUSINESS

Printed from Chase for Business



Check

Front

1069

THE LUDLOW APARTMENTS LLC

DATE 7.23-19

PAY TO THE ORDER OF City of Ashbury Park Tax Collector

\$4,013.16

FOUR THOUSAND THIRTY THREE AND 16/100

CHASE JPMorgan Chase Bank, N.A. www.chase.com

FOR Black 3002 Lot 4 -

1001069 021202337 283989530

Back

0143311999

>221272031<
Investors Bank #143
2019-07-26
0143311999
Batch 189329138

ENDORSE HERE
CITY OF ASHBURY PARK
FOR DEPOSIT ONLY
ACCOUNT: 189329138
Tax Collector's Account
Date: 07/25/19
Ref Num: 36171 Seq: 9 to 9

Post date	Check #	Check amount
Jul 29, 2019	1069	\$4,013.16

JPMorgan Chase Bank, N.A. Member FDIC

©2019 JPMorgan Chase & Co.

Equal Opportunity Lender

Attachment: 20190809115319546 (2019-278 : Resolution to Refund Overpaid Taxes 3602-4 404 Seventh Avenue)

August 8, 2019
12:04 PM

CITY OF ASBURY PARK
Tax Account Detail Inquiry

Page No: 1

BLQ: 3602. 4. Tax Year: 2019 to 2019
Owner Name: LUDLOW APARTMENTS LLC % TONY SAGONA Property Location: 404 SEVENTH AVENUE

Tax Year: 2019	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	3,792.99	3,792.99	4,013.16	4,013.16	15,612.30
Payments:	3,792.99	3,792.99	4,013.16	4,013.16	15,612.30
Balance:	0.00	0.00	0.00	0.00	0.00

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2019 Prin Balance
		Description								
		Original Billed						15,612.30		15,612.30
12/03/18	1	Payment	001	9527607736	CK	28652	32 FAITH	29.16	0.00	15,583.14
		UDLOW Apt off check								
01/28/19	1	Payment	001	3584	CK	28992	3 FRANK	3,763.83	0.00	11,819.31
		Nuco Title insurance								
01/28/19	2	Payment	001	3584	CK	28992	4 FRANK	29.16	0.00	11,790.15
		Nuco Title insurance								
01/29/19	2	Payment	001	1039	CK	29004	75 FRANK	3,763.83	0.00	8,026.32
		LUDLOW APARTMENTS								
07/25/19	3	Payment	001	1069	CK	30171	9 FAITH	4,013.16	0.00	4,013.16
		LUDLOW APARTMENTS								
* 07/31/19	4	Payment	001	6053	CK	30224	3 FRANK	4,013.16	0.00	0.00
		G.S. Wilcox								

Total Principal Balance for Tax Years in Range: 0.00

* Move to Q3 2019

Attachment: 20190809115319546 (2019-278 : Resolution to Refund Overpaid Taxes 3602-4 404 Seventh Avenue)

**CITY OF ASBURY PARK
MONMOUTH**

2019-3

TAX COLLECTOR'S STUB-DETACH AND RETURN WITH YOUR PAYMENT
2019 3RD QUARTER TAX DUE AUGUST 1, 2019

BLOCK NUMBER 3602	LOT NUMBER 4	QUALIFICATION	BANK CODE 01557
TAX ACCOUNT NUMBER 00003159	TAX BILL NUMBER 001761	TAX AMOUNT BILLED	DUE AUGUST 1, 2019 4013.16 ADJUSTMENT INTEREST CASH CHECK TOTAL

LUDLOW APARTMENTS LLC % TONY S
404 SEVENTH AVENUE
TO AVOID INTEREST CHARGES,
PAYMENT MUST BE RECEIVED
ON OR BEFORE 08/16/19



BLQ: 3602. 4.
 G.S. Wilcox
 Date: 07/31/19 10:19 AM FRANK
 Amt: 4013.16 CK#:6053
 Ref Num: 30224 Seq: 3 to 3

5/13
 Q3

Attachment: 20190809115319546 (2019-278 : Resolution to Refund Overpaid Taxes 3602-4 404 Seventh Avenue)



RESOLUTION NO. 2019-279

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

RESOLUTION CANCELLING BALANCES OF COMPLETED GENERAL CAPITAL IMPROVEMENT AUTHORIZATIONS

Whereas, certain General Capital Improvement Authorization balances remain dedicated to projects that have been completed or substantially completed; and

Whereas, it is necessary to cancel said project balances to General Capital Surplus and/or debt authorized for unfunded balances up to the amounts listed below:

<u>Ord. Number</u>	<u>Description</u>	<u>Funded</u>	<u>Unfunded</u>
2015-39	Roadway and Sewer Improvements	\$106,614.50	
2016-16	Various 2016 Capital Improvements		67,702.71
2017-02	Various 2017 Capital Improvements		7,671.66
2017-36	Various Equipment Purchases	1,750.40	
2018-32	Acquisition of Various Items	<u>11,475.48</u>	<u>0.00</u>
	Totals	<u>\$119,840.38</u>	<u>\$75,374.37</u>

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-279 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2019-280

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$1,905,617.98

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	\$ 1,163,997.98
BOARD OF EDUCATION	<u>741,620.00</u>
TOTAL VOUCHERS	\$ <u>1,905,617.98</u>

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-280 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK

August 7, 2019
01:50 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page 3.H.1.a

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: N Aprv: N Rcvd: Y
Range: 8-First to 9-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/19 Include Non-Budgeted: Y
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

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

Fund: CURRENT
Department: FIRE DEPARTMENT
Extd: FIRE DEPARTMENT

8-01-25-265-000-229	FIRE DEPT. Medical Sup.					
HENSCE	HENRY SCHEIN, INC.	19-02659	INV #: 60150392	254.16	0.00	
	Extd Total: FIRE DEPARTMENT			254.16		
	Department Total: FIRE DEPARTMENT			254.16		
	CAFR Total:			254.16		
	Fund Total: CURRENT			254.16		
	Year Total:			254.16		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

9-01-20-100-000-201	ADMINISTRATION General Plant					
MONPARK	MONMOUTH COUNTY PARKS SYSTEM	19-02364	entertainment-back to school	325.00	0.00	
MICHCAS	HAPPY TRAILS PONY RIDES AND	19-02365	entertainment-back to school	775.00	0.00	
CASLLC	CASSCO, LLC	19-02366	entertainment-back to school	400.00	0.00	
STAPLE	STAPLES BUSINESS ADVANTAGE	19-02379	supplies for back to school	515.85	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	19-02445	#10852 TAX FLYER AND FAQ	930.00	0.00	
ATLLC	AT&T MOBILITY LLC	19-02525	#287284651437 6/12 - 7/11	49.63	0.00	
ATLLC	AT&T MOBILITY LLC	19-02526	#287284936037 6/12 - 7/11	47.01	0.00	
ADPIMP	ADPRO IMPRINTS, INC.	19-02617	t-shirts for Back to School	272.00	0.00	
VERIZON	VERIZON WIRELESS	19-02631	#485430396-00001 6/26 - 7/25	165.09	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	19-02637	services 6-6 thru 7-3-2019	155.67	0.00	
				3,635.25		

9-01-20-100-000-209	ADMINISTRATION Fees					
ATLTOM	ATLANTIC TOMORROWS OFFICE	19-02563	INVOICE #CNIN926940 4/1 - 6/30	731.99	0.00	
	Extd Total: ADMINISTRATION			4,367.24		
	Department Total: ADMINISTRATION			4,367.24		

Department: HUMAN RESOURCES
Extd: HUMAN RESOURCES

9-01-20-105-000-299	HUMAN RESOURCES Misc.					
LAWOFFS	LAW OFFICE OF STEVEN S.	19-02618	Services for July 2019	6,000.00	0.00	
	Extd Total: HUMAN RESOURCES			6,000.00		
	Department Total: HUMAN RESOURCES			6,000.00		

Attachment: Bill List 8-14-19 (2019-280 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
9-01-20-120-000-201	MUNICIPAL CLERK General Plant					
ATLTOM	ATLANTIC TOMORROWS OFFICE	19-02563	INVOICE #CNIN926940 4/1 - 6/30	473.30	0.00	
9-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-02396	Office Supplies	108.97	0.00	
9-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	19-02465	#3657769 to #3657782 07/01/19	354.96	0.00	
THECOA	THE NEW COASTER, LLC	19-02501	Order #53825	30.77	0.00	
ASBPAK	ASBURY PARK PRESS	19-02591	Order #3681938-3681896	170.28	0.00	
ASBPAK	ASBURY PARK PRESS	19-02662	Order #3704425, 3704434	112.24	0.00	
THECOA	THE NEW COASTER, LLC	19-02663	Invoice #53935	29.84	0.00	
				698.09		
	Extd Total: MUNICIPAL CLERK			1,280.36		
	Department Total: MUNICIPAL CLERK			1,280.36		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
9-01-20-130-000-201	FINANCE General Plant					
JERMAIL	JERSEY MAIL SYSTEMS, LLC	19-02402	#2019-593 - ITEM #JMSP50A	48.90	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	19-02563	INVOICE #CNIN926940 4/1 - 6/30	473.30	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	19-02655	ACCOUNT #014764 JULY	49.55	0.00	
				571.75		
9-01-20-130-000-223	FINANCE Condo Reimbursements					
1501OCE	1501 Ocean Av. Condo Assoc. Inc	19-02437	2nd Q Condo Trash Fee Reimb.	2,430.00	0.00	
301SHO	301 SHOREVIEW CONDO. ASSOC. INC	19-02610	1st Q. Lighting & Trash Reimb.	1,976.69	0.00	
MIRCON	MIRAMAR CONDOMINIUM ASSOC. INC	19-02612	1st. Q Condo Light. Reimb.	201.40	0.00	
LAKDRI	LAKE DRIVE COURT CONDO ASSOC.	19-02613	1st. Q. Lighting Condo	1,924.94	0.00	
PARLAN	PARK LANE CONDOMINIUM ASSOC.	19-02622	1st Q Lighting Reimb.	168.75	0.00	
304OCE	304 OCEAN ARMS CONDO. ASSOC.	19-02623	1st Q 2019 lighting reimb.	196.33	0.00	
700MAT	700 MATTISON CONDOMINIUM	19-02629	1st Q 2019 Lighting Reimb.	298.75	0.00	
MERCON	MERCURY CONDOMINIUM ASSOC.	19-02630	1st Q 2019 Lighting Reimb.	837.20	0.00	
PHISEA	PHILLIPS SEAVIEW TOWER	19-02642	2nd Quarter Trash Reimb.	19,466.20	0.00	
				27,500.26		
	Extd Total: FINANCIAL ADMINISTRATION			28,072.01		
	Department Total: FINANCIAL ADMINISTRATION			28,072.01		
Department: COMPUTERIZED DATA PROCESSING						
Extd: COMPUTERIZED DATA PROCESSING						
9-01-20-140-000-218	COMPUTERIZED DATA PROC. Contract Service					
GMIINT	GMIS INTERNATIONAL	19-02598	Inv#300005411 2019 Dues	100.00	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			100.00		
	Department Total: COMPUTERIZED DATA PROCESSING			100.00		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
9-01-20-145-000-202	TAX REV ADMIN Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-02417	Office supplies 7.11.19	323.44	0.00	
9-01-20-145-000-209	TAX REV ADMIN Fees					
ATLTOM	ATLANTIC TOMORROWS OFFICE	19-02563	INVOICE #CNIN926940 4/1 - 6/30	130.10	0.00	
9-01-20-145-000-222	TAX REV ADMIN Training					
RUTGE005	RUTGERS, THE STATE UNIV. OF NJ	19-02463	CMFO Courses - T,Young, CTC	1,795.00	0.00	
Extd Total: TAX REVENUE ADMINISTRATION				2,248.54		
Department Total: TAX REVENUE ADMINISTRATION				2,248.54		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
9-01-20-150-000-209	TAX ASSESSOR Fees					
READAT	REALTY DATA SYSTEMS LLC	19-02093	2019 Added Assessment Insp	4,565.00	0.00	
Extd Total: TAX ASSESSOR				4,565.00		
Department Total: TAX ASSESSOR				4,565.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
9-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
BOOSK005	BOOSKERDOO COFFEE LLC	19-02361	Estimate 7/30 Coffee w/Council	23.25	0.00	
SURMON	SURVEYMONKEY INC.	19-02554	Annual Renewal	408.00	0.00	
VERIZON	VERIZON WIRELESS	19-02631	#485430396-00001 6/26 - 7/25	42.50	0.00	
				473.75		
Extd Total: DIRECTOR OF COMMUNICATIONS				473.75		
Department Total: DIRECTOR OF COMMUNICATIONS				473.75		
CAFR Total:				47,106.90		
Department: Planning Department						
Extd: Planning Department						
9-01-21-179-000-201	Planning Dept. General Plant					
ATLTOM	ATLANTIC TOMORROWS OFFICE	19-02563	INVOICE #CNIN926940 4/1 - 6/30	54.53	0.00	
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	19-02579	Alonso League reservation	180.00	0.00	
VERIZON	VERIZON WIRELESS	19-02631	#485430396-00001 6/26 - 7/25	144.08	0.00	
				378.61		
Extd Total: Planning Department				378.61		
Department Total: Planning Department				378.61		

Attachment: Bill List 8-14-19 (2019-280 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
9-01-21-180-000-201	PLANNING BOARD General Plant					
JACSER	JACK A. SERPICO	19-02480	SERPICO PB/ZB 06/19 invoices	1,175.00	0.00	
THECOA	THE NEW COASTER, LLC	19-02570	PB/ZB notice publications	18.02	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	19-02572	SSRS Bulk Pb/Zb Invoices	1,095.00	0.00	
				2,288.02		
	Extd Total: PLANNING BOARD			2,288.02		
	Department Total: PLANNING BOARD			2,288.02		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
9-01-21-185-000-209	ZONING BOARD Fees					
JACSER	JACK A. SERPICO	19-02480	SERPICO PB/ZB 06/19 invoices	587.50	0.00	
THECOA	THE NEW COASTER, LLC	19-02570	PB/ZB notice publications	17.09	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	19-02572	SSRS Bulk Pb/Zb Invoices	250.00	0.00	
				854.59		
	Extd Total: ZONING BOARD OF ADJUSTMENT			854.59		
	Department Total: ZONING BOARD OF ADJUSTMENT			854.59		
	CAFR Total:			3,521.22		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
9-01-22-195-000-299	CODE ENFORCE Misc.					
STAPLE	STAPLES BUSINESS ADVANTAGE	19-02354	Office supplies	39.06	0.00	
WBMASON	W.B.MASON CO., INC.	19-02355	Office supplies	312.49	0.00	
VERIZON	VERIZON WIRELESS	19-02497	#342269861-00001 6/5 - 7/4/19	78.04	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	19-02563	INVOICE #CNIN926940 4/1 - 6/30	305.09	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	19-02596	Cooler & Water	31.96	0.00	
VERIZON	VERIZON WIRELESS	19-02631	#485430396-00001 6/26 - 7/25	363.98	0.00	
				1,130.62		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			1,130.62		
	Department Total: CODE ENFORCEMENT AND ADMIN.			1,130.62		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
9-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
TIMWIN	TIMM'S WINDOW FASHIONS, LLC	19-01504	Sunscreens	1,040.00	0.00	
WBMASON	W.B.MASON CO., INC.	19-02434	OFFICE SUPPLIES	130.53	0.00	
VERIZON	VERIZON WIRELESS	19-02497	#342269861-00001 6/5 - 7/4/19	125.18	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	19-02563	INVOICE #CNIN926940 4/1 - 6/30	305.08	0.00	

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9-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)		Continued			
VERIZON VERIZON WIRELESS		19-02631	#485430396-00001 6/26 - 7/25	311.93 1,912.72	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			1,912.72		
	Department Total: CONSTRUCTION CODE OFFICIAL			1,912.72		
	CAFR Total:			3,043.34		
Department: EMPLOYEE GROUP INSURANCE						
Extd: EMPLOYEE GROUP INSURANCE						
9-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP NJSHBP		19-02546	HEALTH COVERAGE AUGUST 2019	460,638.09	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			460,638.09		
	Department Total: EMPLOYEE GROUP INSURANCE			460,638.09		
	CAFR Total:			460,638.09		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
9-01-25-240-000-201	POLICE General Plant					
MILCOM MILLENNIUM COMMUNICATIONS		19-02227	Furnish & Install (6) Genetec	1,462.50	0.00	
WATSPR WATCHUNG SPRING WATER CO., INC.		19-02462	#9550759 (6) Waters & Delivery	57.93	0.00	
STATOX STATE TOXICOLOGY LABORATORY		19-02474	(2) Applicant Analysis	90.00	0.00	
				1,610.43		
9-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR EDWARDS TIRE CO., INC.		19-02005	Blanket Car Repairs	194.58	0.00	B
RICAUT RICH'S AUTO BODY		19-02461	#11083 Towed Car 22 to Yard	20.00	0.00	
RICAUT RICH'S AUTO BODY		19-02477	Towed Car 9	20.00	0.00	
RICAUT RICH'S AUTO BODY		19-02509	Tow-Disabled veh#57 UB to AP	167.35	0.00	
				401.93		
9-01-25-240-000-205	POLICE Animal Control Services					
SPCA MONMOUTH COUNTY SPCA		19-02349	#2015157 Animal Control June	4,883.60	0.00	
9-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM WIRELESS COMMUNICATIONS &		19-02341	#M58605 Mobile Data July 2019	1,220.00	0.00	
SELES SELEX ES, INC.		19-02448	1 year extended hardware	1,995.00	0.00	
ATLLC AT&T MOBILITY LLC		19-02525	#287284651437 6/12 - 7/11	1,075.81	0.00	
VERZON VERIZON BUSINESS		19-02614	# 150-717-354-0001-65 Current	1,776.60	0.00	
VERIZON VERIZON WIRELESS		19-02631	#485430396-00001 6/26 - 7/25	256.77	0.00	
XERCOR XEROX CORPORATION		19-02644	Maintenance Contract 6/1/19-	161.80	0.00	
ATLTOM ATLANTIC TOMORROWS OFFICE		19-02650	#CNIN926941 Maintenance	400.00	0.00	
ATLTOM ATLANTIC TOMORROWS OFFICE		19-02651	#CNIN926939 Contraact # 52628	616.17	0.00	
ATLTOM ATLANTIC TOMORROWS OFFICE		19-02652	Contract# 91908 #926942 4/1/19	126.60	0.00	
				7,628.75		
9-01-25-240-000-221	POLICE Ammunition					
EAGPOI EAGLE POINT GUN		19-00739	AMMUNITION FOR POLICE DEPT	9,229.92	0.00	

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9-01-25-240-000-222	POLICE Training					
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00403	Methods of Instruction 07/10 -	75.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00764	Method Of Instructions 7/10	75.00	0.00	
PROROO	PROPERTY ROOM CONSULTING, INC.	19-02406	One Day Property & Evidence	218.00	0.00	
				368.00		
9-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC	19-02646	Prisoner Meals	47.47	0.00	
9-01-25-240-000-275	POLICE Traffic Maintenance					
WIRCOM	WIRELESS COMMUNICATIONS &	19-02010	#Q060519 Vehicle Installation	275.00	0.00	
	Extd Total: POLICE DEPARTMENT			24,445.10		
	Department Total: POLICE DEPARTMENT			24,445.10		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
9-01-25-265-000-201	FIRE DEPT. General Plant					
TARLEA	TARGETSOLUTIONS LEARNING, LLC	19-01686	Inv #TSINV00000028503 annual	5,651.06	0.00	
NEWIRON	NEWARK IRONBOUND ELECTRICAL	19-01920	Quote for firehouse elect svc	1,785.89	0.00	
VERALP	V.E. RALPH & SON, INC.	19-02423	Quote 81658, 81566	88.70	0.00	
JOSMAR	JOSHUA MARCUS GROUP, LLC	19-02513	Quote #10770 fire helmets	890.00	0.00	
ATLLC	AT&T MOBILITY LLC	19-02525	#287284651437 6/12 - 7/11	780.10	0.00	
ATLLC	AT&T MOBILITY LLC	19-02526	#287284936037 6/12 - 7/11	46.26	0.00	
				9,242.01		
9-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-02066	Blanket not to exceed	106.69	0.00	B
COUNTY	COUNTY OF MONMOUTH	19-02472	June MV Repairs APFD061909	354.41	0.00	
				461.10		
9-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
NJFIRE	NJ FIRE EQUIPMENT COMPANY	19-00029	Blanket PO not to exceed	41.75	0.00	B
NJFIRE	NJ FIRE EQUIPMENT COMPANY	19-00949	Est. #: 54861	122.00	0.00	
GRAING	GRAINGER, INC.	19-01503	OMNIA Pricing-Quote#2040317699	35.74	0.00	
				199.49		
9-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC	19-02251	2019 Clothing Allowance	1,131.00	0.00	B
9-01-25-265-000-214	FIRE DEPT. Building Maintenance					
VERITIV	VERITIV OPERATING COMPANY	19-01757	Blanket PO not to exceed	948.02	0.00	B
AIRGAS	AIR GAS TECHNOLOGIES, INC.	19-01910	Blanket PO not to exceed	250.00	0.00	B
				1,198.02		
9-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
REVGUA	REVENUE GUARD MEDICAL CLAIMS	19-02413	Fees June 2019	3,334.77	0.00	
STEVET	STEPHEN J. VETRANO	19-02484	Inv #2019-001-APF annual fee	2,000.00	0.00	
VERIZON	VERIZON WIRELESS	19-02497	#342269861-00001 6/5 - 7/4/19	19.51	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	19-02563	INVOICE #CNIN926940 4/1 - 6/30	65.58	0.00	

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9-01-25-265-000-218	FIRE DEPT. Contract.Serv.		Continued			
VERIZON	VERIZON WIRELESS	19-02631	#485430396-00001 6/26 - 7/25	367.47	0.00	
				5,787.33		
9-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	19-02466	QUOTE #81775 EMS Supplies	1,089.73	0.00	
	Extd Total: FIRE DEPARTMENT			19,108.68		
	Department Total: FIRE DEPARTMENT			19,108.68		
Department: MUNICIPAL PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
9-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	19-02565	JULY 2019 FEES	3,900.00	0.00	
GRAMAR	Grace Marmero Monmouth LLP	19-02578	alternate prosecutor 6/27/19	150.00	0.00	
				4,050.00		
	Extd Total: MUNICIPAL PROSECUTOR			4,050.00		
	Department Total: MUNICIPAL PROSECUTOR			4,050.00		
	CAFR Total:			47,603.78		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
9-01-26-290-000-201	STREETS & ROAD General Plant					
GRAING	GRAINGER, INC.	19-02286	Various Power Bits, SAE	292.27	0.00	
GRAING	GRAINGER, INC.	19-02316	Faucet, Metering, Push, 1/2 in	456.36	0.00	
GRAING	GRAINGER, INC.	19-02346	Lockset, Mechanical, Grade 2	454.50	0.00	
ACEOUT	ACE OUTDOOR POWER EQUIPMENT	19-02376	Various Line Trim Heads & Oil	341.87	0.00	
JOHGUI	JOHN GUIRE SUPPLY	19-02377	Stihl Trimmer & RedMax BCZ260T	559.92	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	19-02452	#145202 Hot Mixed Asphalt	223.95	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	19-02540	#145844 Hot Mixed Asphalt	117.55	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	19-02563	INVOICE #CNIN926940 4/1 - 6/30	187.57	0.00	
				2,633.99		
9-01-26-290-000-203	STREETS & ROAD Motor vehicle					
EDWTIR	EDWARDS TIRE CO., INC.	19-00532	Various Tires, Service, etc	233.92	0.00	B
MODGRO	MODERN GROUP, LTD.	19-01494	Automotive Supplies & Tools	203.64	0.00	B
MODGRO	MODERN GROUP, LTD.	19-01976	Slew Cylinder & Joystick	2,420.03	0.00	
ODBCOM	OLD DOMINION BRUSH COMPANY INC	19-02138	Quote f/Gutter Brooms - Elgin	1,090.00	0.00	
GPCNA092	GPC-NAPA AUTO PARTS	19-02139	Automotive Supplies and Tools	123.87	0.00	B
THEHOS	THE HOSE SHOP, INC.	19-02235	Various Hoses, Tools, etc	171.35	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-02275	Various Automotive Supplies	684.53	0.00	B
ACEOUT	ACE OUTDOOR POWER EQUIPMENT	19-02393	HUS HP 2T Oil - 24/6.4 oz DS	100.80	0.00	
THEBRO	THE BROYHILL MANUFACTURING CO.	19-02394	Various Automotive Parts	237.91	0.00	
MCGMUN	MCGRATH MUNICIPAL EQUIPMENT	19-02395	8K Trailer Jack Let #TR35368	212.50	0.00	
MANGEN	MANASQUAN GENERATOR	19-02419	Rebuilt and New Starters	180.00	0.00	
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	19-02421	Various Automotive Supplies	383.83	0.00	B
SEAFOR	SEA BREEZE FORD INC.	19-02500	Yoke - Driveshaft #E9TZ 4782 B	48.07	0.00	
				6,090.45		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-26-290-000-210	STREETS & ROAD	Network Fleet				
NETWORK NETWORKFLEET, INC.		19-02450	Monthly Bundled - July 2019	3,596.00	0.00	
NETWORK NETWORKFLEET, INC.		19-02548	#MINS0041466 Troubleshoot	65.00	0.00	
				<u>3,661.00</u>		
9-01-26-290-000-211	STREETS & ROAD	Traffic				
GRAING GRAINGER, INC.		19-01162	Hose Clamp, SAE #4XZ73	235.90	0.00	
9-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
VERIZON VERIZON WIRELESS		19-02497	#342269861-00001 6/5 - 7/4/19	78.04	0.00	
ATLLC AT&T MOBILITY LLC		19-02526	#287284936037 6/12 - 7/11	234.90	0.00	
VERIZON VERIZON WIRELESS		19-02631	#485430396-00001 6/26 - 7/25	806.55	0.00	
				<u>1,119.49</u>		
9-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
CICFAR CICCONI FARMS, INC.		19-02130	#076006 Various Plants 5/17	590.25	0.00	
TOMPIV TOM PIVINSKI		19-02132	Reimbursement	86.26	0.00	
CICFAR CICCONI FARMS, INC.		19-02236	Various Plants & Accessories	179.40	0.00	
				<u>855.91</u>		
	Extd Total:	STREETS & ROADS MAINTENANCE		14,596.74		
	Department Total:	STREETS & ROADS MAINTENANCE		14,596.74		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
9-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM DELISA DEMOLITION, INC.		19-02023	Construction Debris Removal	1,698.30	0.00	B
TRECTY TREASURER CTY OF MONMOUTH		19-02382	#51230 Reclamation Center	3,745.00	0.00	
MICBEN MICKEY BENOIT, INC		19-02383	Brush, Delivered - June 2019	1,251.00	0.00	
DELDEM DELISA DEMOLITION, INC.		19-02453	Trash Tipping Fees 7/01-15/19	39,418.80	0.00	
ATLCOAS ATLANTIC COAST FIBERS, LLC		19-02522	Single Stream Recycling	8,771.70	0.00	
				<u>54,884.80</u>		
9-01-26-305-000-218	SOLID WASTE	Contract.Serv.				
DELDEM DELISA DEMOLITION, INC.		19-02515	#166444 Monthly Service	36,416.67	0.00	
	Extd Total:	SOLID WASTE COLLECTION		91,301.47		
	Department Total:	SOLID WASTE COLLECTION		91,301.47		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
9-01-26-310-000-201	BUILDING & GND	General Plant				
NEWIRON NEWARK IRONBOUND ELECTRICAL		19-01015	20W Post Top LED Street Lght	594.74	0.00	
NEWIRON NEWARK IRONBOUND ELECTRICAL		19-01731	Post Top E39 LED Street Lite	594.74	0.00	
				<u>1,189.48</u>		
9-01-26-310-000-218	BUILDING & GND	Contract.Serv.				
SECWOR SECURITY WORLD INC.		19-02345	DPW Front Entrance Electronics	339.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-26-310-000-218	BUILDING & GND Contract.Serv.		Continued			
QUEVAC	QUEEN VACUUM & SEWING MACHINE	19-02521	Service, Cleaning and Repair	131.97	0.00	
				470.97		
	Extd Total: BUILDINGS & GROUNDS			1,660.45		
	Department Total: BUILDINGS & GROUNDS			1,660.45		
	CAFR Total:			107,558.66		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
9-01-27-345-000-201	SOCIAL SERVICES General Plant					
SHORIT	SAKER SHOPRITE, INC.	19-02460	Water	196.09	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	19-02563	INVOICE #CNIN926940 4/1 - 6/30	54.53	0.00	
VERIZON	VERIZON WIRELESS	19-02631	#485430396-00001 6/26 - 7/25	180.60	0.00	
				431.22		
	Extd Total: SOCIAL SERVICES:			431.22		
	Department Total: SOCIAL SERVICES:			431.22		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
9-01-27-350-000-201	SENIOR CENTER General Plant					
OPTIMUM	OPTIMUM	19-02535	Cable Service 7/15 - 8/15/19	8.33	0.00	
VERIZON	VERIZON WIRELESS	19-02631	#485430396-00001 6/26 - 7/25	84.72	0.00	
EASFIR	EASTERN FIRE & SAFETY, LLC	19-02643	AnnualContractHoodInspection	300.00	0.00	
OPTIMUM	OPTIMUM	19-02645	Cable Service March	8.33	0.00	
				401.38		
9-01-27-350-000-299	SENIOR CENTER Misc.					
WBMASON	W.B.MASON CO., INC.	19-02446	HP Blk LaserToner Cartridge	136.58	0.00	
STAPLE	STAPLES BUSINESS ADVANTAGE	19-02447	Canon Blk Toner Cartridge 120	120.84	0.00	
WBMASON	W.B.MASON CO., INC.	19-02470	Water Cups & spoons	111.98	0.00	
				369.40		
	Extd Total: SENIOR CENTER			770.78		
	Department Total: SENIOR CENTER			770.78		
	CAFR Total:			1,202.00		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
9-01-28-370-000-299	RECREATION Misc.					
ORITRA	ORIENTAL TRADING CO., INC.	19-01554	wristbands	222.96	0.00	
JENKIN	JENKINSON'S PAVILION	19-01906	summer camp activity	3,825.00	0.00	
DAVBUS	Dave & Busters of New Jersey	19-01947	PAL summer camp activity	857.64	0.00	
ADVAQU	ADVENTURE AQUARIUM	19-02004	summer camp activity	6,000.00	0.00	
ATLLC	AT&T MOBILITY LLC	19-02508	#287286595693 6/12 - 7/11	55.05	0.00	
VERIZON	VERIZON WIRELESS	19-02631	#485430396-00001 6/26 - 7/25	38.01	0.00	

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9-01-28-370-000-299	RECREATION Misc.		Continued			
SODMAN	SODEXO MANAGEMENT, INC.	19-02660	summer camp/back to school	1,000.00	0.00	
				11,998.66		
	Extd Total: RECREATION SERVICES & PROGRAM			11,998.66		
	Department Total: RECREATION SERVICES & PROGRAM			11,998.66		
	CAFR Total:			11,998.66		
Department: LIGHTING						
Extd:	LIGHT, HEAT & POWER					
9-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	19-02507	#1018-2100248706988 5/5 - 6/2	4,816.53	0.00	
NJNG	N.J. NATURAL GAS CO.	19-02567	#07-3132-1100-1Y 6/14 - 7/17	1,451.92	0.00	
JCPL	JCPL	19-02569	#100 103 461 107 6/25 - 7/24	13,765.72	0.00	
JCPL	JCPL	19-02606	#100 016 770 099 6/27 - 7/25	3.10	0.00	
NJAMER	N.J. AMERICAN WATER CO.	19-02657	#1018-210022946248 7/2 - 8/1	1,129.01	0.00	
				21,166.28		
	Extd Total: LIGHT, HEAT & POWER			21,166.28		
Extd:	STREET&TRAFFIC LIGHTING					
9-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	19-02510	#100 120 807 845 6/25 - 7/23	17,146.15	0.00	
JCPL	JCPL	19-02568	#100 017 044 759 6/12 FIELD	22.54	0.00	
JCPL	JCPL	19-02569	#100 103 461 107 6/25 - 7/24	3,826.62	0.00	
JCPL	JCPL	19-02606	#100 016 770 099 6/27 - 7/25	1,814.75	0.00	
JCPL	JCPL	19-02671	#200 000 001 293 MASTER ACCT	1,600.13	0.00	
				24,410.19		
	Extd Total: STREET&TRAFFIC LIGHTING			24,410.19		
	Department Total: LIGHTING			45,576.47		
Department: TELEPHONE						
Extd:	TELEPHONE					
9-01-31-440-000-299	TELEPHONE Misc.					
MONINT	MONMOUTH INTERNET CORPORATION	19-02656	INVOICE #296987-M AUGUST 2019	4,355.24	0.00	
	Extd Total: TELEPHONE			4,355.24		
	Department Total: TELEPHONE			4,355.24		
Department: GASOLINE						
Extd:	GASOLINE					
9-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	19-02022	Unleaded & Sulfur Diesel Fuel	17,180.33	0.00	B
	Extd Total: GASOLINE			17,180.33		
	Department Total: GASOLINE			17,180.33		
	CAFR Total:			67,112.04		

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Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
9-01-43-490-000-201	MUNIC COURT General Plant					
CITCOU	CITY OF ASBURY PARK	19-02549	credit card fees	416.16	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	19-02563	INVOICE #CNIN926940 4/1 - 6/30	52.27	0.00	
				468.43		
9-01-43-490-000-202	MUNIC COURT Office Supplies					
SHIINT	SHI INTERNATIONAL CORP	19-02155	LG 49 television/wall mount/vi	731.74	0.00	
KEPSPR	KEPWELL SPRING WATER	19-02667	Cooler rental 7/31/19	14.00	0.00	
GREFIN	GREATAMERICA FINANCIAL SVCS.	19-02668	mail machine	145.00	0.00	
				890.74		
9-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	19-02405	interpreting services	432.50	0.00	
BEACRA	BEATRIZ C. CRANEY	19-02427	interpreter 7/5/19	135.00	0.00	
EILTHI	EILEEN M. CUSICK THIGPEN	19-02494	interpreter sign lang 7/19/19	350.00	0.00	
BEACRA	BEATRIZ C. CRANEY	19-02495	interpreter 7/12/19	245.00	0.00	
				1,162.50		
	Extd Total: MUNICIPAL COURT			2,521.67		
	Department Total: MUNICIPAL COURT			2,521.67		
Department: PUBLIC DEFENDER						
Extd: PUBLIC DEFENDER						
9-01-43-495-000-021	Fees					
RONTRO	RONALD J. TROPOLI	19-02566	JULY 2019 SERVICES RENDERED	2,500.00	0.00	
	Extd Total: PUBLIC DEFENDER			2,500.00		
	Department Total: PUBLIC DEFENDER			2,500.00		
	CAFR Total:			5,021.67		
Department: DEFERRED CHARGES						
9-01-46-870-880-297	P/Y BILLS					
WOOCOM	WOODBIDGE COMMUNITY CENTER	19-02439	#5136 7/17/17 RECREATION TRIP	984.00	0.00	
	Extd Total:			984.00		
	Department Total: DEFERRED CHARGES			984.00		
	CAFR Total:			984.00		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
9-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	19-02654	School Tax August 2019	741,620.00	0.00	

Attachment: Bill List 8-14-19 (2019-280 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-55-001-000-005	PILOT \$ DUE TO COUNTY					
TRECTY	TREASURER CTY OF MONMOUTH	19-02297	2nd Q Pilot Receipts	39,141.92	0.00	
	Extd Total: TAXES PAYABLE:			780,761.92		
	Department Total: TAXES PAYABLE:			780,761.92		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			780,761.92		
	Fund Total: CURRENT			1,536,552.28		
Fund:	BEACH					
Department:	BEACH UTILITY O/E: OTHER EXPENSES:					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
9-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
STUMPY	STUMPY'S SALES & SERVICE, INC.	19-01140	Parts, Material and Service	126.14	0.00	B
GLESUP	GLENCO SUPPLY INC.	19-01293	2' x 1' Custom Beach Signage	360.00	0.00	
TUNBAR	TUNNEL BARREL & DRUM COMPANY	19-01831	Open Head Steel Drums, 30 Gal	360.00	0.00	
NEWIRON	NEWARK IRONBOUND ELECTRICAL	19-01994	Underground Feeder Wiring	1,032.00	0.00	
GLESUP	GLENCO SUPPLY INC.	19-02165	Welcome & Regulation Signage	4,640.00	0.00	
GRAING	GRAINGER, INC.	19-02278	Adapters, Sealant Tape, etc	31.10	0.00	
BENSHA	BEN SHAFFER RECREATION INC.	19-02280	20' DBL "7000" Frame Bike Rake	2,865.60	0.00	
JOLYN005	JOLYN CLOTHING COMPANY LLC	19-02281	Various Lifeguard Swim Wear	595.00	0.00	
TUNBAR	TUNNEL BARREL & DRUM COMPANY	19-02317	55-Gallon Open Head Steel Drum	700.00	0.00	
VERITIV	VERITIV OPERATING COMPANY	19-02380	Beachfront Custodial Supplies	1,265.76	0.00	
STASUP	STANDARD SUPPLY CO. INC.	19-02399	Pull Chain Shower Valve	79.50	0.00	
EDWTIR	EDWARDS TIRE CO., INC.	19-02436	OTR 350MAG C (6 Ply) Carlisle	885.30	0.00	
JERCAP	JERSEY CAPE DIAGNOSTICS	19-02491	#1513 BEACH WRISTBANDS	3,555.00	0.00	
VERITIV	VERITIV OPERATING COMPANY	19-02499	Beachfront Custodial Supplies	1,397.47	0.00	
ATLLC	AT&T MOBILITY LLC	19-02526	#287284936037 6/12 - 7/11	46.86	0.00	
OPTIMUM	OPTIMUM	19-02533	Account No. 07866-197754-01-4	157.10	0.00	
VERIZON	VERIZON WIRELESS	19-02631	#485430396-00001 6/26 - 7/25	84.72	0.00	
				18,181.55		
9-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	19-02492	#100 013 520 380 5/19 - 7/18	211.72	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			18,393.27		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			18,393.27		
	CAFR Total:			18,393.27		
	Fund Total: BEACH			18,393.27		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
9-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
GLESUP	GLENCO SUPPLY INC.	19-01791	Sign Posts (Qty. 120)	4,560.00	0.00	
MAAAUT	MAACO COLLISION	19-02179	#63730-1 Repair Parking Vehicl	472.76	0.00	
GLESUP	GLENCO SUPPLY INC.	19-02356	Truck Route Signs	1,596.00	0.00	
GRAING	GRAINGER, INC.	19-02422	#2041181457 Traffic Cones	442.00	0.00	
TRALIN	TRAFFIC LINES, INC.	19-02429	Striping Services June 2019	21,698.20	0.00	
GRAING	GRAINGER, INC.	19-02467	#2041192891 Spray Paint	156.60	0.00	
PARKM005	PARKMOBILE USA, LLC	19-02516	#INV13812 June 2019 User Fees	59.10	0.00	
IPSGRO	IPS GROUP, INC.	19-02517	#43231 Permit Fees JUNE	299.70	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-06-55-502-000-201	PARKING UTILITY O/E: General Plant		Continued			
ATLTOM ATLANTIC TOMORROWS OFFICE	19-02563 INVOICE #CNIN926940 4/1 - 6/30			54.54	0.00	
INFOR005 INFORMS, INC.	19-02593 Ticket Rolls (2 cartons)			725.00	0.00	
ATTMOB AT&T MOBILITY	19-02611 #287260245452 July 2019 Data			232.44	0.00	
OPTIMUM OPTIMUM	19-02666 #07866-196915-01-3 July 2019			<u>128.05</u>	0.00	
				30,424.39		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			30,424.39		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			30,424.39		
	CAFR Total:			30,424.39		
	Fund Total: PARKING UTILITY: BUDGET:			30,424.39		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
9-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
GLOIND GLOBAL INDUSTRIAL	19-00150 Quote: Forklift Hopper, 1.1 CY			1,420.00	0.00	
NEWIRON NEWARK IRONBOUND ELECTRICAL	19-01192 100w Retrofired Wall Pack			1,689.60	0.00	
GPCNA092 GPC-NAPA AUTO PARTS	19-02149 Premium AW46 HYD Fluid, 5 Gal			421.71	0.00	
ATLLC AT&T MOBILITY LLC	19-02526 #287284936037 6/12 - 7/11			93.72	0.00	
VERIZON VERIZON WIRELESS	19-02631 #485430396-00001 6/26 - 7/25			<u>84.72</u>	0.00	
				3,709.75		
9-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNG N.J. NATURAL GAS CO.	19-02567 #07-3132-1100-1Y 6/14 - 7/17			1,050.29	0.00	
9-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
GENINC GENSERVE, LLC	19-00812 Standby Power Maintenance			705.00	0.00	B
SECWOR SECURITY WORLD INC.	19-02520 Labor, Parts and Material			1,913.00	0.00	
OPTIMUM OPTIMUM	19-02534 Account No. 07866-152521-04-4			99.89	0.00	
ATLLOK ATLANTIC LOCK & SAFE	19-02537 Service Call, Labor & Material			210.00	0.00	
SEAFIR SEABOARD FIRE & SAFETY EQUIP.	19-02541 Svc Fee, 6 YR Svc & Inspection			521.00	0.00	
ATLTOM ATLANTIC TOMORROWS OFFICE	19-02563 INVOICE #CNIN926940 4/1 - 6/30			<u>5.15</u>	0.00	
				3,454.04		
9-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
NJAMER N.J. AMERICAN WATER CO.	19-02580 Usage data 4000172470 7/31/19			394.22	0.00	
9-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL PASSAIC VALLEY SEWERAGE COM.	19-02390 Liquid Waste/Sludge Disposal			9,371.25	0.00	
RUSREI RUSSELL REID WASTE HAULING &	19-02451 Sludge Transportation			<u>10,955.10</u>	0.00	
				20,326.35		
9-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
GARDSTA GARDEN STATE LABORATORIES, INC.	19-02411 Influent/Effluent, etc			6,774.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			35,708.65		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			35,708.65		
	CAFR Total:			35,708.65		
	Fund Total: SEWER UTILITY: BUDGET:			35,708.65		
	Year Total:			1,621,078.59		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT					
C-04-55-998-162-003	2016-16/DPW VEHICLES/EQUIPMENT					
MOHAW005	MOHAWK RESOURCES LTD	19-02243	Quote: Table-Top Tire Changer	6,544.86	0.00	
	Extd Total: 2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT			6,544.86		
Extd:	Ord. 2017-2 Various Capital Improvements					
C-04-55-998-169-002	Various Police Department Improvements					
DAVRUG	DAVISON'S RUGS	19-02558	Rug Records Room	1,620.00	0.00	
C-04-55-998-169-006	Various General Capital Improvements					
DAVRUG	DAVISON'S RUGS	19-02558	Rug Records Room	735.00	0.00	
	Extd Total: Ord. 2017-2 Various Capital Improvements			2,355.00		
Extd:	Ord. 2018-32 Acquisition of Var. Items					
C-04-55-998-174-003	DPW Equipment					
MOHAW005	MOHAWK RESOURCES LTD	19-02243	Quote: Table-Top Tire Changer	5,123.00	0.00	
	Extd Total: Ord. 2018-32 Acquisition of Var. Items			5,123.00		
Extd:	Odr. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	19-02371	FAS Services for BAN	1,087.00	0.00	
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			1,087.00		
Extd:	2019 Ord. 2019-9 Var. Capital Improv.					
C-04-55-998-177-003	Police Cars - 3					
STARAD	STALKER RADAR	19-02081	QUOTE #2028480 RADARS FOR THE	6,125.00	0.00	B
C-04-55-998-177-005	Software Planning, Building & Code					
SHIINT	SHI INTERNATIONAL CORP	19-01320	Res#2019-139 SDL Software	72,750.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	19-02468	Q#17286393 Meraki MDM	974.40	0.00	
VERIZON	VERIZON WIRELESS	19-02497	#342269861-00001 6/5 - 7/4/19	209.99	0.00	
				73,934.39		
C-04-55-998-177-013	Fire Gear					
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC	19-01510	QUOTE #EST21627 PERSONAL	16,800.00	0.00	
	Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.			96,859.39		
	Department Total:			111,969.25		
	CAFR Total:			111,969.25		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			111,969.25		

Attachment: Bill List 8-14-19 (2019-280 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	BEACH CAPITAL FUND BUDGET:					
Extd:	Ordinance 2019-15 Beach Improv.					
C-10-55-101-101-001	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	19-02371	FAS Services for BAN	3,913.00	0.00	
	Extd Total: Ordinance 2019-15 Beach Improv.			3,913.00		
	Department Total:			3,913.00		
	CAFR Total:			3,913.00		
	Fund Total: BEACH CAPITAL FUND BUDGET:			3,913.00		
	Year Total:			115,882.25		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-016-218	Brownfields Petroleum Assessment					
BRORED	BROWNFIELD REDEVELOPMENT	19-02454	Hazardous Assessment #25	1,104.99	0.00	
	Extd Total:			1,104.99		
	Department Total:			1,104.99		
G-02-43-873-017-200	Brownfields Assessment Grant					
BRORED	BROWNFIELD REDEVELOPMENT	19-02454	Hazardous Assessment #25	940.01	0.00	
	Extd Total:			940.01		
	Department Total:			940.01		
G-02-43-886-018-200	2018 Mental Health Grant					
HOMDRU	HOME DRUG PHARMACY	18-03517	Medication Assistance clients	41.82	0.00	B
	Extd Total:			41.82		
	Department Total:			41.82		
G-02-43-907-019-200	Mental Health Grant					
VISNUR	VISITING NURSES ASSN. OF CENTR	19-00240	VNA Annual Contract Nursing	4,166.66	0.00	B
	Extd Total:			4,166.66		
	Department Total:			4,166.66		
G-02-43-908-019-200	Senior Center Grant					
SPRCON	SPRINGWOOD CENTER CONDOMINIUM	19-02670	3rd Quarter Condo Assoc. Fees	7,497.75	0.00	
	Extd Total:			7,497.75		
	Department Total:			7,497.75		
	CAFR Total:			13,751.23		
	Fund Total: GRANT FUND BUDGET:			13,751.23		
	Year Total:			13,751.23		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	19-02502	June 2019 Dog Report	25.80	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-12-56-850-000-801	Reserve for Animal Control		Continued			
NJDEPH NJ DEPT.HEALTH/SNR.SERV.		19-02607	July Dog License Report 2019	15.00	0.00	
				40.80		
	Extd Total:			40.80		
	Department Total:			40.80		
	CAFR Total:			40.80		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			40.80		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
T-17-71-850-850-811	2014 CDBG - ROAD IMPROVEMENTS					
WHICOR WHIRL CORPORATION INC.		19-00721	Install Playground & Fitness	13,210.00	0.00	
	Extd Total:			13,210.00		
	Department Total:			13,210.00		
	CAFR Total:			13,210.00		
T-17-74-850-850-801	2017 CDBG - ADMINISTRATION					
CRAPRI CRAFTMASTER PRINTING, INC.		19-02503	foam display board	90.00	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		19-02560	poster board	65.00	0.00	
				155.00		
	Extd Total:			155.00		
	Department Total:			155.00		
	CAFR Total:			155.00		
Extd: 2018 CDBG Allotment						
T-17-75-850-850-002	Playground/Gazebo					
WHICOR WHIRL CORPORATION INC.		19-00721	Install Playground & Fitness	46,324.10	0.00	
MARREC MRC, INC. F/K/A MARTURANO		19-02478	QUOTE #152269 GAME TABLE	4,860.27	0.00	
				51,184.37		
T-17-75-850-850-003	Basketball Courts, Road Repair, Sidewalk					
PICGIO PICERNO-GIORDANO CONSTRUCTION		18-03519	repairs to basketball court	24,860.00	0.00	
PICGIO PICERNO-GIORDANO CONSTRUCTION		19-01011	Lettering for basketball court	3,906.00	0.00	
STAVOLA STAVOLA ASPHALT COMPANY, INC.		19-01623	Reso 2019-174 Asphalt Material	8,984.54	0.00	
				37,750.54		
T-17-75-850-850-004	Community Events					
CASLLC CASSCO, LLC		19-02350	ice cream for grand opening	200.00	0.00	
WBMASON W.B.MASON CO., INC.		19-02486	water for movies & grand open	45.60	0.00	
				245.60		
T-17-75-850-850-008	Homelessness Prevention/Relocation					
JCP JCP&L		19-02457	100 088 100 860	1,015.10	0.00	
	Extd Total: 2018 CDBG Allotment			90,195.61		
	Department Total:			90,195.61		
	CAFR Total:			90,195.61		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			103,560.61		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	TRUST OTHER					
T-20-56-850-851-801	Reserve for Public Defender					
RICKEI RICHARD M. KEIL		19-02404	alternate pub def	375.00	0.00	
	Extd Total:			375.00		
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ					
NJDEPH NJ DEPT.HEALTH/SNR.SERV.		19-02544	Marriage/Civil Report 2nd Qtr	1,075.00	0.00	
	Extd Total:			1,075.00		
T-20-56-850-878-801	Reserve for Recreation					
SIXFLA SIX FLAGS GREAT ADVENTURE LLC		19-01931	summer camp activity 7/26/19	4,013.65	0.00	
WOOCOM WOODBRIDGE COMMUNITY CENTER		19-01933	summer camp activity	2,438.00	0.00	
HOTSAN HOT SAND AP, LLC		19-01941	summer camp activity	1,500.00	0.00	
JBMLLC J&B MORRIS LLC		19-02661	summer camp bbq 8/8/19	450.00	0.00	
ALLPUR ALL PURPOSE RENTALS, INC.		19-02665	summer camp bbq 8/8/19	1,943.31	0.00	
				<u>10,344.96</u>		
	Extd Total:			10,344.96		
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
AUCZIN AUCTION Z, INC.		19-00855	Premium Multi attached 3/11/19	1,000.00	0.00	
	Extd Total:			1,000.00		
T-20-56-850-933-301	Reserve for National Night Out					
CRAPRI CRAFTMASTER PRINTING, INC.		19-02483	National Night Out	505.80	0.00	
	Extd Total:			505.80		
	Department Total:			13,300.76		
	CAFR Total:			13,300.76		
	Fund Total: TRUST OTHER			13,300.76		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-106-000-299	910 4th Ave (GECC Ltd., FLP)					
CLACAN CLARKE CATON HINTZ PC		19-02479	CCH Bulk PB/ZB Invoices	55.00	0.00	
JACSER JACK A. SERPICO		19-02481	Serpico PB/ZB Bulk past inv.	150.00	0.00	
				<u>205.00</u>		
	Extd Total:			205.00		
	Department Total:			205.00		
T-21-00-286-000-299	4TH AVE PAVILLION(MADISON ASBURY RETAIL)					
JACSER JACK A. SERPICO		19-02480	SERPICO PB/ZB 06/19 invoices	225.00	0.00	
	Extd Total:			225.00		
	Department Total:			225.00		

Attachment: Bill List 8-14-19 (2019-280 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-362-000-299	1101 MAIN STREET(PF PROPERTIES, LLC)					
JACSER	JACK A. SERPICO	19-02480	SERPICO PB/ZB 06/19 invoices	37.50	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	19-02572	SSRS Bulk Pb/Zb Invoices	250.00	0.00	
				<u>287.50</u>		
	Extd Total:			287.50		
	Department Total:			287.50		
T-21-00-381-000-299	1101 OCEAN(INSPECTION FEE)(ISTAR, INC.)					
INSENG	INSITE ENGINEERING, LLC	19-02247	ZB/PB Insite bulk invoices	1,360.84	0.00	
	Extd Total:			1,360.84		
	Department Total:			1,360.84		
T-21-00-412-000-299	527 BANGS AVENUE(LINUS HOLDINGS CORP)					
CLACAN	CLARKE CATON HINTZ PC	19-02479	CCH Bulk PB/ZB Invoices	4,257.54	0.00	
JACSER	JACK A. SERPICO	19-02481	Serpico PB/ZB Bulk past inv.	562.50	0.00	
				<u>4,820.04</u>		
	Extd Total:			4,820.04		
	Department Total:			4,820.04		
T-21-00-453-000-299	1006 1/2 SUNSET AVENUE (MORE SHORE, LLC)					
CLACAN	CLARKE CATON HINTZ PC	19-02479	CCH Bulk PB/ZB Invoices	1,707.27	0.00	
JACSER	JACK A. SERPICO	19-02481	Serpico PB/ZB Bulk past inv.	637.50	0.00	
				<u>2,344.77</u>		
	Extd Total:			2,344.77		
	Department Total:			2,344.77		
T-21-00-455-000-299	300-302 1ST AVENUE(ADVANCED DEVELOPMENT)					
CLACAN	CLARKE CATON HINTZ PC	19-02479	CCH Bulk PB/ZB Invoices	1,665.52	0.00	
JACSER	JACK A. SERPICO	19-02481	Serpico PB/ZB Bulk past inv.	300.00	0.00	
				<u>1,965.52</u>		
	Extd Total:			1,965.52		
	Department Total:			1,965.52		
T-21-00-456-000-299	PARKVIEW AP(INTERFAITH NEIGHBORS)					
INSENG	INSITE ENGINEERING, LLC	19-02247	ZB/PB Insite bulk invoices	3,250.00	0.00	
	Extd Total:			3,250.00		
	Department Total:			3,250.00		
T-21-00-459-000-299	725 MATTISON AVENUE(725 MATTISON, LLC)					
INSENG	INSITE ENGINEERING, LLC	19-02247	ZB/PB Insite bulk invoices	425.00	0.00	
	Extd Total:			425.00		
	Department Total:			425.00		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-462-000-299	522 PROSPECT(PH2)(INTERFAITH NEIGHBORS)					
INSENG	INSITE ENGINEERING, LLC	19-02247	ZB/PB Insite bulk invoices	1,200.00	0.00	
	Extd Total:			1,200.00		
	Department Total:			1,200.00		
Department: PERS						
T-21-00-471-000-299	ASBURY PARK BEACH CLUB(ASBURY PARTNERS)					
STSHOR	ST SHORTHAND REPORTING SERVICE	19-02572	SSRS Bulk Pb/Zb Invoices	250.00	0.00	
	Extd Total:			250.00		
	Department Total: PERS			250.00		
Department: SOCIAL SECURIT						
T-21-00-472-000-299	147 BORDEN(INTERFIATH NEIGHBORS)					
JACSER	JACK A. SERPICO	19-02480	SERPICO PB/ZB 06/19 invoices	150.00	0.00	
	Extd Total:			150.00		
	Department Total: SOCIAL SECURIT			150.00		
T-21-00-478-000-299	407-409 SEWALL AVE.(407 SEWALL AVE.,LLC)					
STSHOR	ST SHORTHAND REPORTING SERVICE	19-02572	SSRS Bulk Pb/Zb Invoices	250.00	0.00	
	Extd Total:			250.00		
	Department Total:			250.00		
Department: JUDGEMENTS						
T-21-00-480-000-299	815 DUNLEWY ST.(SALDUTTI CONSTRUCTION)					
JACSER	JACK A. SERPICO	19-02480	SERPICO PB/ZB 06/19 invoices	75.00	0.00	
	Extd Total:			75.00		
	Department Total: JUDGEMENTS			75.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			16,808.67		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			16,808.67		
Fund: HOWELL/ASBURY PARK RCA BUDGET:						
T-38-56-850-850-802	HOWELL/ASBURY PARK RCA - Miscellaneous					
JANIE005	JANIE WILLIAMS AND M&J	19-01589	RCA Blanket Not to Exceed	11,650.00	0.00	B
	Extd Total:			11,650.00		
	Department Total:			11,650.00		
	CAFR Total:			11,650.00		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			11,650.00		
	Year Total:			145,360.84		
Total Charged Lines: 496 Total List Amount: 1,896,327.07 Total Void Amount: 0.00						

Attachment: Bill List 8-14-19 (2019-280 : Payment of Bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	8-01	254.16	0.00	0.00	254.16
CURRENT	9-01	1,536,552.28	0.00	0.00	1,536,552.28
BEACH	9-05	18,393.27	0.00	0.00	18,393.27
PARKING UTILITY: BUDGET:	9-06	30,424.39	0.00	0.00	30,424.39
SEWER UTILITY: BUDGET:	9-07	35,708.65	0.00	0.00	35,708.65
Year Total:		1,621,078.59	0.00	0.00	1,621,078.59
GENERAL CAPITAL FUND BUDGET:	C-04	111,969.25	0.00	0.00	111,969.25
BEACH CAPITAL FUND BUDGET:	C-10	3,913.00	0.00	0.00	3,913.00
Year Total:		115,882.25	0.00	0.00	115,882.25
GRANT FUND BUDGET:	G-02	13,751.23	0.00	0.00	13,751.23
ANIMAL CONTROL FUND BUDGET:	T-12	40.80	0.00	0.00	40.80
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	103,560.61	0.00	0.00	103,560.61
TRUST OTHER	T-20	13,300.76	0.00	0.00	13,300.76
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	16,808.67	0.00	0.00	16,808.67
HOWELL/ASBURY PARK RCA BUDGET:	T-38	11,650.00	0.00	0.00	11,650.00
Year Total:		145,360.84	0.00	0.00	145,360.84
Total of All Funds:		1,896,327.07	0.00	0.00	1,896,327.07

August 14, 2019 Council Meeting:

Balance Brought Forward from Total List Amount	\$ 1,896,327.07
UPS	368.50
Marlin Business	339.50
Henry Schein	378.72
NJ Dept. of Labor Div. of Unemployment	7,094.47
Mooney General Paper Company	<u>1,109.72</u>
	<u>\$ 1,905,617.98</u>



RESOLUTION NO. 2019-281

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

AUTHORIZING THE EXECUTION OF A “USE AND LICENSE AGREEMENT” WITH VIACOM, AND RELATED DOCUMENTS, CONCERNING A LIVE MUSIC EVENT TO BE HELD IN A DESIGNATED PORTION OF THE ASBURY PARK WATERFRONT AREA

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

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

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

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

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

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

1. That the attached “Use and License Agreement” or documents which are substantially similar thereto and which have received the approval of the City Attorney, regarding the event, are hereby approved by the City of Asbury Park, and their execution on behalf of the City by the Mayor and Municipal Clerk is hereby authorized and/or ratified.

2. That, subject to the full execution of the attached Agreement and Addendum, or documents which are substantially similar thereto and which have received the approval of the City Attorney, the issuance of a Special Events Permit in connection with the event is hereby authorized.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Viacom
 - b. Michael Capabianco, City Manager;
 - c. Kevin Keddy, Deputy City Manager/Fire Chief;
 - d. David Kelso, Police Chief; and
 - e. Leesha Floyd, Director of Recreation
 - e. Frederick C. Raffetto, Esquire, City Attorney.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-281 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

CERTIFIED BY ME THIS 15th DAY OF August, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

**RESOLUTION NO. 2019-282**

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

**RESOLUTION AUTHORIZING AN AGREEMENT FOR MONTHLY EFFLUENT
TOXICITY TESTING AT THE SEWER PLANT**

WHEREAS, the State of New Jersey, Department of Environmental Protection requires the City to begin monitoring and reporting for whole effluent toxicity on a monthly basis starting July 1, 2019 and end when six consecutive months of compliant monitoring has been satisfied; and

WHEREAS, American Aquatic Testing, Inc. has provided the City with a proposal to conduct monthly effluent toxicity testing at the Sewer Department; and

WHEREAS, the City has obtained the attached quote totaling \$9,500.00 from American Aquatic Testing, Inc; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 9-07-55-502-000-218. The maximum dollar value of this purchase is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the service agreement for monthly effluent toxicity testing with American Aquatic Testing, Inc. in the total amount of \$9,500.00; and

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-282 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

CERTIFIED BY ME THIS 15th DAY OF August, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

NJDEP Lab ID: PA682 - PA Lab ID: 39-03724

Since 1993

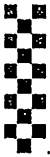
TO: Asbury Park
CONTACT: Rudy Corona

FROM: Chris Nally
RE: Proposal for monthly testing

American Aquatic Testing, Inc. is pleased to provide your office with the following proposal for the conduct of monthly acute toxicity test in support of the NJPDES permit at your facility. Thank you very much for considering AAT for work on this project. If you have any questions, please do not hesitate to contact our office.

July 23, 2019

Acute Whole Effluent Toxicity Testing	
TEST TYPE:	96-hour acute toxicity study using the invertebrate <i>Mysidopsis bahia</i> ; samples pH adjusted to control for ammonia; additional exposures at 50% and 100% effluent unadjusted for baseline toxicity
SAMPLE FREQUENCY:	Monthly beginning in August 2019
SAMPLING REQUIREMENTS:	Sampling and transportation provided by AAT personnel.
COST/EVENT:	\$1,300.00 (\$1,700.00 if a test required to be performed in July)
PAYMENT TERMS:	Invoices will be produced after each test set has been conducted; listing Asbury Park purchase order, job number, etc., <u>net 30 days unless otherwise negotiated</u> . Unpaid invoices <u>will</u> interfere with future scheduling/testing.
- Costs presented valid until December 31, 2019. - Report issued in 15 working days from completion of study. - Invoice issued upon completion of testing. - Tests canceled and/or rescheduled by client less than 7 calendar days prior to a scheduled test start may incur a 15% cancellation/reschedule fee at the discretion of AAT. - Tests scheduled by facility personnel to run over holiday weekends will incur additional charges. - Tests interrupted by weather affecting operations, sampling and or sample transportation <u>not provided by AAT</u> may incur prorated charge for the amount of testing conducted at the discretion of AAT. - Tests stopped once in progress for any reason by facility personnel will incur prorated charges for amount of testing completed. - Site specific insurance requirements will affect pricing. - Site specific access requirements will affect pricing.	



Gale

CITY OF ASBURY PARK
Wastewater Treatment Plant—Sewer Utility Division
PURCHASE REQUEST

DATE 7/24/2019

DESCRIPTION of Purchase:

MONTHLY EFFLUENT
TOXICITY TEST PER DEP

REASON for Purchase

EXTRA TESTING ORDERED
BY DEP. REQUIRED FOR COMPLIANCE

Amount

\$1700.00 FOR JULY — \$1300/MONTH SUBSEQUENT
UNTIL 6 MONTHS OF ACC.
RESULTS

VENDOR'S NAME AND ADDRESS:

AMERICAN AQUATICS

REMARKS:

CHRIS NALLY

SEE
ATTACHED
DOCUMENTATION
H

REQUESTED BY:

CHIEF OPERATOR

DPM DIRECTOR

CC:

Gale Brown—Admin Secretary, DPM



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
CENTRAL BUREAU OF WATER COMPLIANCE & ENFORCEMENT
Mail Code 44-03/P.O. BOX 420
401 EAST STATE STREET
Trenton, NJ 08625-0420
Tel: (609) 292-3010 Fax: (609) 292-6450

CATHERINE R. MCCABE
Commissioner

SHEILA Y. OLIVER
Lt. Governor

NOTICE OF VIOLATION

EA ID #: PEA190001 - 46081

Name of violator: Asbury Park City Wastewater Treatment Plant
Location: 1701 Ocean Ave, Asbury Park City, New Jersey 0771
Identifying #: 46081
Person interviewed and title: Rudy Corona, Superintendent

You are hereby NOTIFIED that the Department has documented the following violations of the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.) and the New Jersey Pollutant Discharge Elimination System regulations (N.J.A.C. 7:14A-1 et seq.):

1. Failed to achieve the minimum limit of 50% for whole effluent toxicity at monitoring point DSN-001A, contained in Part III of NJPDES Permit NJ0024562, in the November 2017 monitoring period with a reported value of 32.3%.
2. Failed to achieve the minimum limit of 50% for whole effluent toxicity at monitoring point DSN-001A, contained in Part III of NJPDES Permit NJ0024562, in the May 2018 monitoring period with a reported value of 46.6%.
3. Exceeded the monthly average limit for oil and grease of 10 mg/l at monitoring point DSN-001A, contained in Part III of NJPDES Permit NJ0025241, in the December 2017 monitoring period with a reported value of 14.4 mg/l.
4. Exceeded the monthly average limit for oil and grease of 10 mg/l at monitoring point DSN-001A, contained in Part III of NJPDES Permit NJ0025241, in the August 2018 monitoring period with a reported value of 10.6 mg/l.

Since whole effluent toxicity is reported to the Department less frequently than monthly as specified in your NJPDES permit, N.J.A.C. 7:14A-6.5(d) requires that you begin monitoring and reporting for whole effluent toxicity on a monthly basis. Therefore, you must take the following corrective actions:

- 1. Begin monthly monitoring and reporting of whole effluent toxicity at DSN-001A and continue until 6 consecutive monthly DMRs have been submitted that show compliance with the whole effluent toxicity limit in NJPDES Permit NJ0025241. ←

Asbury Park City
PEA190001 - 46081
Page 2 of 2

Your electronic reporting shells will have been modified to expect this additional monitoring, starting July 1, 2019. If you use an outside lab, make sure they are aware of the additional monitoring in time for them to collect, analyze, and report the data. It will not be acceptable to report Code = N, which stands for "monitoring not required during this monitoring period", on these monthly DMRs.

You are required to monitor and report on a monthly basis until such time as you have submitted six consecutive months of compliant monitoring data for the parameter you violated or until the Department advises you that you have satisfied the requirements of N.J.A.C. 7:14A-6.5(d) 3. Should you fail to monitor and report on a monthly basis as directed in this notice, the Department will be required to assess mandatory penalties as specified in the Act. Since the Department does not have the discretion to waive such penalties, your attention to these changed monitoring and reporting requirements is essential.

This Notice of Violation serves as notice that the NJDEP, Water Compliance and Enforcement, has determined that a violation has occurred. It does not constitute final agency action and may not be appealed or contested. The issuance of this Notice or compliance therewith does not preclude the State of New Jersey or any of its agencies from initiating formal administrative and/or judicial enforcement action (including assessment of penalties), with respect to the violations listed above or for any other violations. You may appeal or contest such formal actions. Violations of the above regulations are subject to penalties of up to \$50,000 per day/offense.

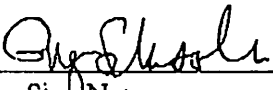
Issued by:

GREG SCHWISLER
Print Name

Date:

7/9/19

Signature:


Sign Name



RESOLUTION NO. 2019-283

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK APPROVING AN APPLICATION FOR A 5-YEAR ABATEMENT FILED BY BROTHER IN THE BLUE, LLC

WHEREAS, the Five-Year Exemption and Abatement Law, N.J.S.A. 40A:21-1, et seq., (the “Act”) enables municipalities which have been designated as in need of rehabilitation to exempt or abate local property taxes imposed upon eligible dwellings, commercial and industrial structures; and

WHEREAS, the City of Asbury Park adopted Ordinance No. 3059 (the “Ordinance”) on March 5, 2014, to permit the granting of exemptions/abatements to eligible properties under N.J.S.A. 40A:21-1, et seq.; and

WHEREAS, the Mayor and Council of the City of Asbury Park, in the County of Monmouth, New Jersey (the “City”), have determined that it is in the best interests of the City to encourage the renovation and rehabilitation and new construction of commercial and industrial structures, and residential buildings; and

WHEREAS, for projects proposing the construction of new commercial or industrial structures, the Ordinance provides that an application be submitted to the Mayor and Council for a property tax abatement of the value of the new improvement and, if said application is accepted, then the adoption of an Ordinance approving a Financial Agreement drafted in compliance with the terms set forth in the Ordinance; and

WHEREAS, Brother In the Blue, LLC (the “Applicant”) made application on December 27, 2018 (the “Application”) for a property tax abatement under the Act and the Ordinance for a new improvement to be constructed on Block 1101, Lots 41 and 42 (collectively, the “subject property”), and to be designated as 1317-1319 Springwood Avenue within the City; and

WHEREAS, the subject property at current consists of two (2) vacant lots, which are proposed to be improved with a new 2-story building to be utilized as an arts and crafts center consisting of work and gallery/retail space for various art forms, along with a live-work artist studio, as set forth in more detail in the Application; and

WHEREAS, the Mayor and City Council have reviewed the Application and desire to

approve the same, and to authorize the approval of a Financial Agreement in accordance with the requirements of the Ordinance.

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

1. That the Application is hereby approved. A copy of the Application is hereby attached to this Resolution and designated as Exhibit “1”.
2. That the City shall move forward to adopt an Ordinance to approve a Financial Agreement in accordance with Section 12 of the Ordinance regarding the subject property.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Brother In the Blue, LLC;
 - b. Michael Capabianco, City Manager;
 - c. Michele Alonso, Director of Planning and Redevelopment;
 - d. Erick Aguiar, Tax Assessor;
 - e. Tyrone Young, Tax Collector;
 - f. JoAnn Boos, Chief Financial Officer; and
 - g. Frederick C. Raffetto, Esq., City Attorney.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-283 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

CERTIFIED BY ME THIS 15th DAY OF August, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

Ch. 441 Tax exemption application

To: Tax Assessor, City of Asbury Park, NJ

From: Brotherintheblue LLC

Property address: 1317-1319 Springwood Avenue, Asbury Park, NJ

The following information accompanies the official tax exemption application form according to the checklist of the City of Asbury Park:

1. General description of the project

The project consists of a building to be developed on combined vacant lots at 1317-1319 Springwood Avenue in Asbury Park, NJ, within a section designated for commercial use under the current Redevelopment Plan. The lots measure 25x125 feet and 25x150 feet respectively, for a total of 5750 square feet.

The building will be designed as an arts and crafts center consisting of work and gallery/retail space for various art forms, such as painting, pottery, sculpture, and photography. The center will rent out studio space to individual artists from the local area and beyond. It will include a community component offering arts and crafts workshops to Asbury Park residents with a particular focus on Westside youth.

The building will consist of two floors for a total of 3,000 square feet. It will be environmentally friendly and energy efficient. The outside area will have room for visitors parking (six vehicles), a driveway, bike racks, garbage/recycling bins, and some greenery.

The building will house a number of art studios of different sizes (ranging from 250 to 600 square feet) and a gallery/retail area for shows and events. The gallery/retail will likely face directly Springwood Avenue.

In addition, a space on the second floor (maximum 500 square feet) will be designed as a live-work artist studio equipped with a small bathroom and kitchenette to host an artist in residence for short periods of time. An artist in residence is an artist from the United States or from abroad who is interested in bringing his/her unique talent to the Asbury Park area, producing work and interacting with local artists in ways that will add value to the Asbury Park arts scene.

The building will include one unisex public bathroom per floor, one kitchenet in the gallery/retail space and storage room.

2. Legal description

The property corresponds to Lots 41 and 42, Block 1101, on Sheet 11 of the Asbury Park Tax Map, attached to this note. The lots were purchased by Brotherintheblue LLC in April 2018.

3. Plans and drawings

See attached drawings

4. Reasons for exemption

The property tax exemption will help ensure the financial viability of the project in its initial phase.

The commercial area along the Springwood Avenue corridor is currently underdeveloped with several empty lots and abandoned properties. There is very limited foot traffic and a sense of relative isolation from downtown Asbury Park. Artists renting studio space in the building will likely be emerging artists who can't charge high prices for their work.

These conditions will limit the income potential of the project that can be derived from studio rentals and retail sales. It will take at least a couple of years for all available space to be rented out, and another 2-3 years for the center to attract a steady flow of arts and crafts lovers.

In the first five years of operation the maximum projected gross income of the center at full capacity is estimated at about \$5,000 monthly, or \$60,000 yearly. This will be hardly enough to cover mortgage payments on the building as well as operating expenses such as heating and air conditioning, repairs, cleaning, insurance, security and maintenance staff. The property tax exemption is therefore an essential condition to the initial success of the project.

5. Estimated project completion costs

Building construction costs are estimated at a maximum of \$600,000. This includes all material and labor to be supplied by a professional contractor, as well as fees for the architect, engineer and other service providers.

The value of the land already purchased and with some beautification work added is estimated at about \$150,000.

6. Property taxes assessed

The property tax on the completed building will be assessed in due course based on the size of the property and other standard criteria.

7. Projected municipal revenue

To be determined.

8. Lease agreements between applicant and users of the property

The number of studio spaces (including live-work space) to be leased to individual artists may be from five to eight depending on the final design of the building and market-based conditions.

The typical lease contract will be of a minimum of one year except for the space to be leased to the artist in residence, who will live and work at the property for shorter periods. As the studios will be of different sizes to accommodate different needs, the lease agreements will vary based on the actual square footage of each studio.

The gallery/retail space will be leased to individual artists to show their work for periods of weeks at a time. It may also function as a cooperative between all of the artists in the property to display and sell their work. When demand by artists working at the property is low, the gallery/retail space may be leased to outside artists or to local organizations for community events.

9. Other pertinent information

None required at the moment.

10. Public benefits of the project

The project will help with the long-term revitalization of the area, attracting visitors to the area and making the block more pedestrian friendly. It will provide workspace for five to eight self-employed artists at a time. In addition, one part-time maintenance person and one part-time janitor will be hired from the community to look after the property.

The project will also contribute to the community by offering art classes, with a focus on Westside residents and youth, at affordable rates.

11. Construction jobs to be created

The construction of the building will likely require a crew of about a dozen people at a time as well as the services of an architect and engineer. The hope is, if possible, to employ workers who have the proper qualifications and references from the Asbury Park area. Further details will be provided once all building plans are finalized and a suitable contractor is selected through tender.

12. Environmental remediation

Both lots constituting the property were subject to thorough environmental assessment at the time of their purchase.

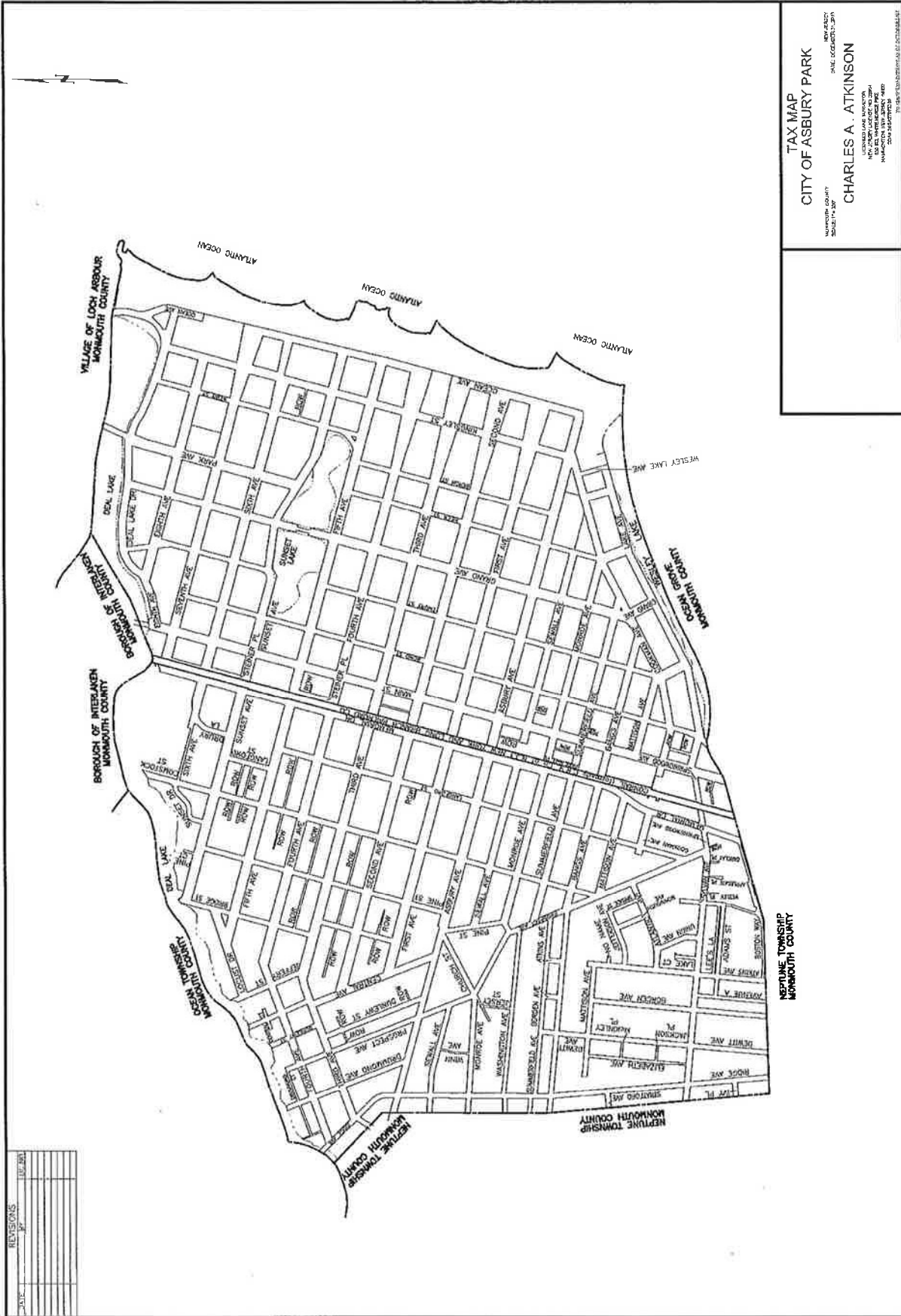
The assessment, conducted by a duly certified company, concluded that the land was free of any pollutant. An oil tank check was negative as well. Relevant documentation and certification is available upon request.

13. Additional public benefits

The project will also help expand and diversify the retail footprint along the Springwoods Avenue corridor where at the moment only a café, a small corner store and a couple of barber shops are present.

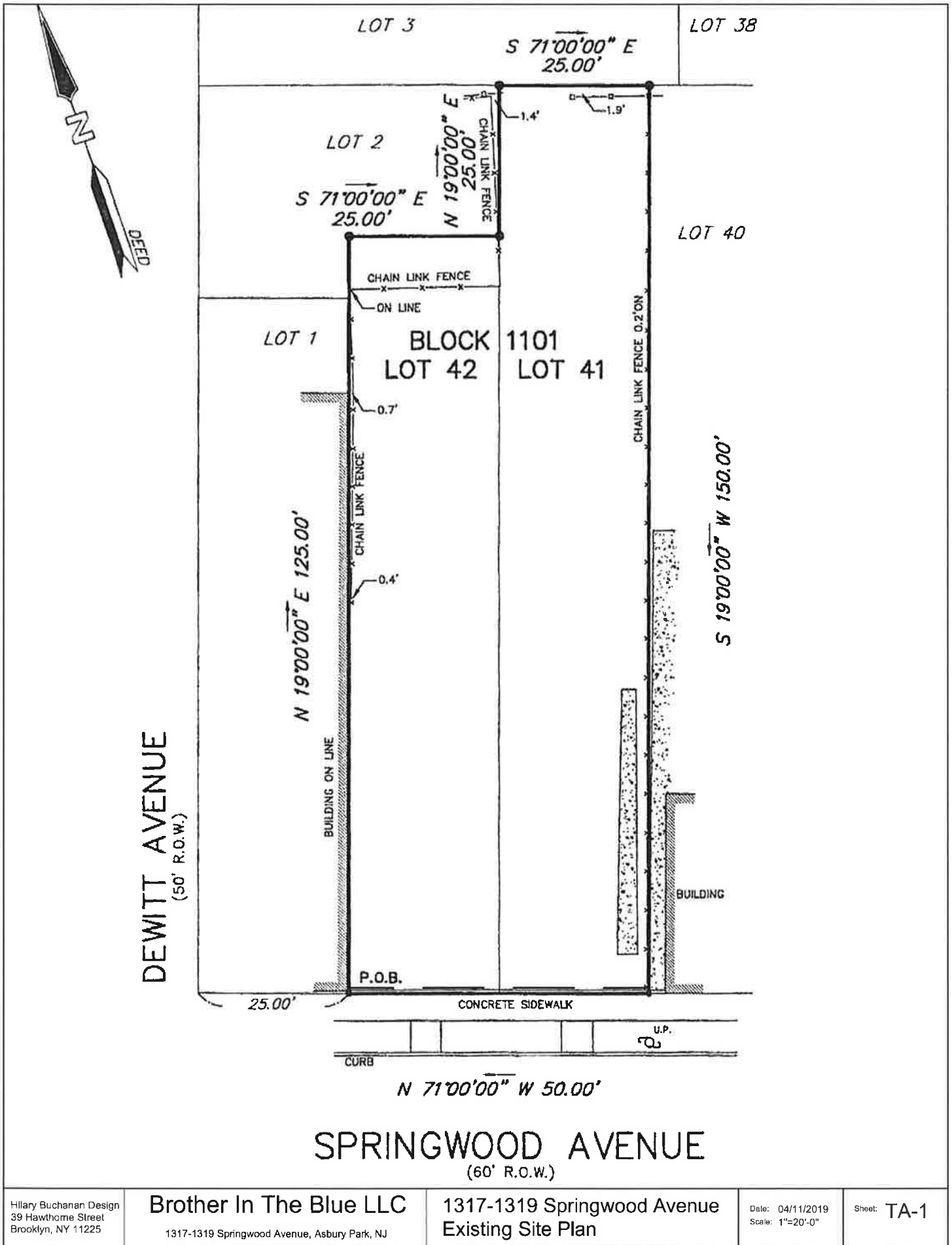
The gallery/retail space will have public hours and the art and crafts on display will provide opportunities for reflection and cultural dialogue benefiting all visitors.

STREET MAP



STREET MAP





Attachment: tax exemption application 1317-1319 Springfield (2019-283 : Resolution approving a 5 Year Tax Abatement filed by Brother in The

Hilary Buchanan Design
39 Hawthorne Street
Brooklyn, NY 11225

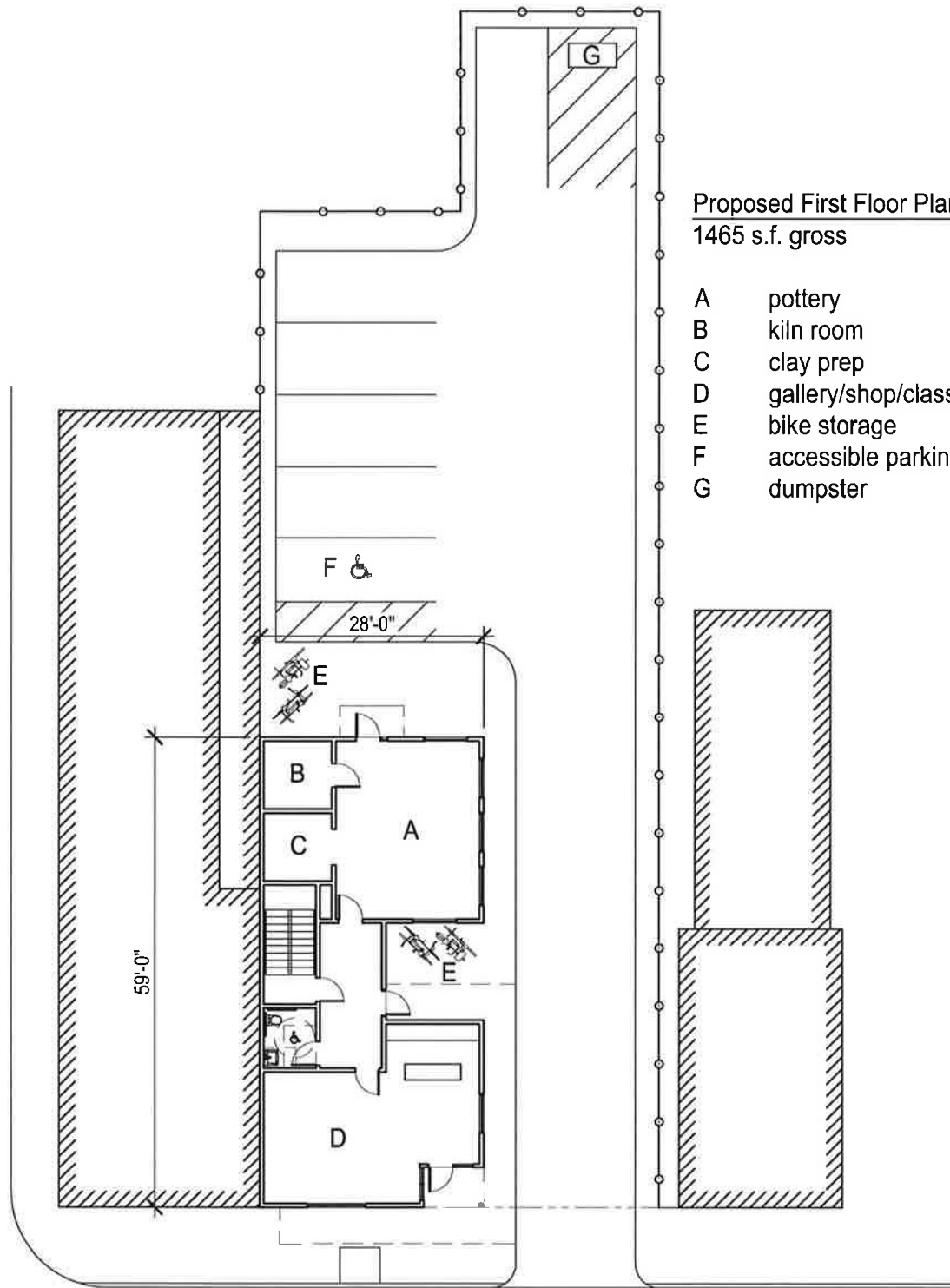
Brother In The Blue LLC
1317-1319 Springwood Avenue, Asbury Park, NJ

1317-1319 Springwood Avenue
Existing Site Plan

Date: 04/11/2019
Scale: 1"=20'-0"

Sheet: TA-1

Dewitt Avenue



Springwood Avenue

Proposed First Floor Plan
1465 s.f. gross

- A pottery
- B kiln room
- C clay prep
- D gallery/shop/classroom
- E bike storage
- F accessible parking
- G dumpster

Hilary Buchanan Design
39 Hawthorne Street
Brooklyn, NY 11225

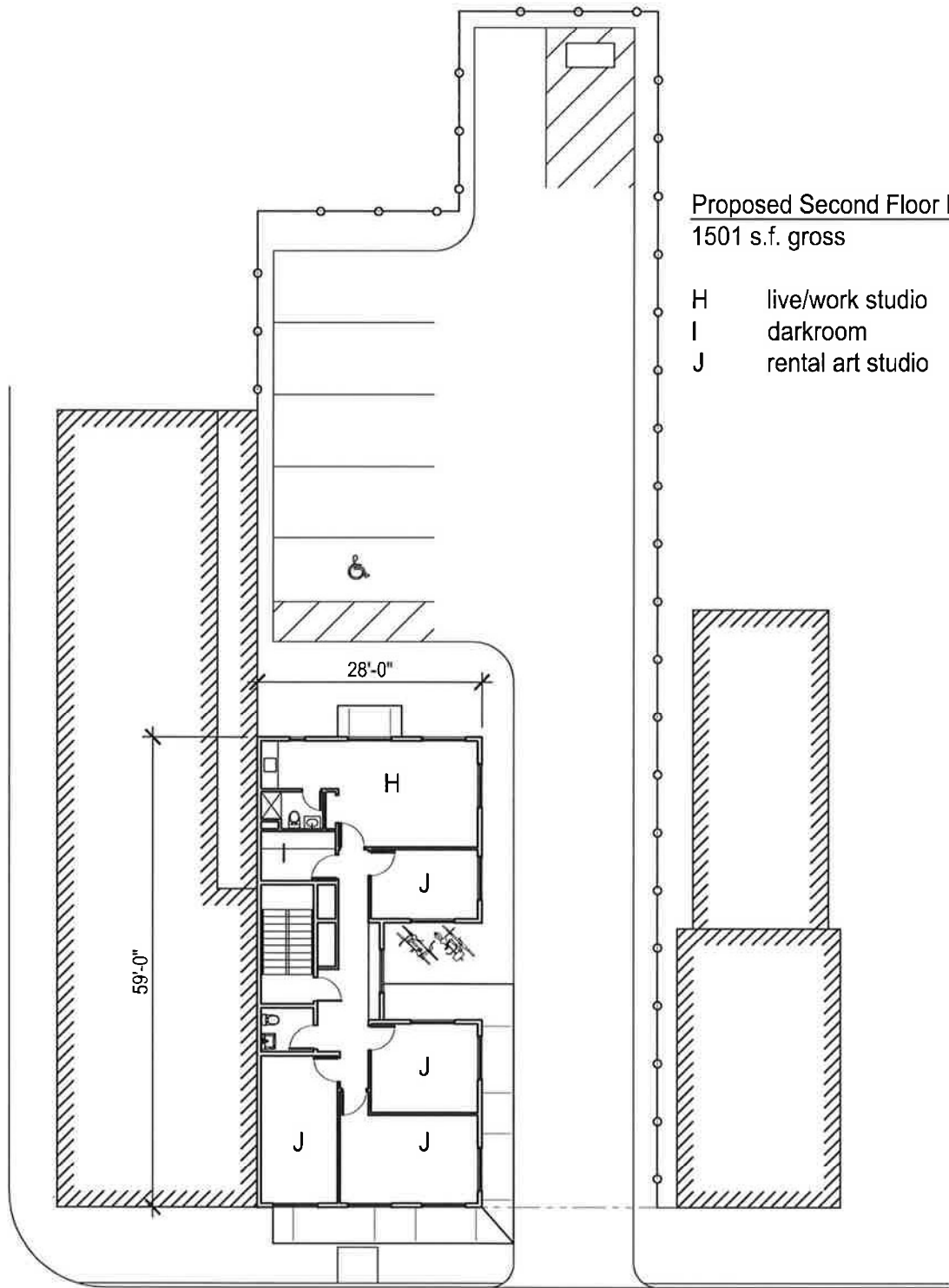
Brother In The Blue LLC
1317-1319 Springwood Avenue, Asbury Park, NJ

1317-1319 Springwood Avenue
Proposed 1st Floor Plan

Date: 04/11/2019
Scale: 1"=20'-0"

Sheet: TA-2

Dewitt Avenue



Proposed Second Floor Plan
1501 s.f. gross

- H live/work studio
- I darkroom
- J rental art studio

Springwood Avenue

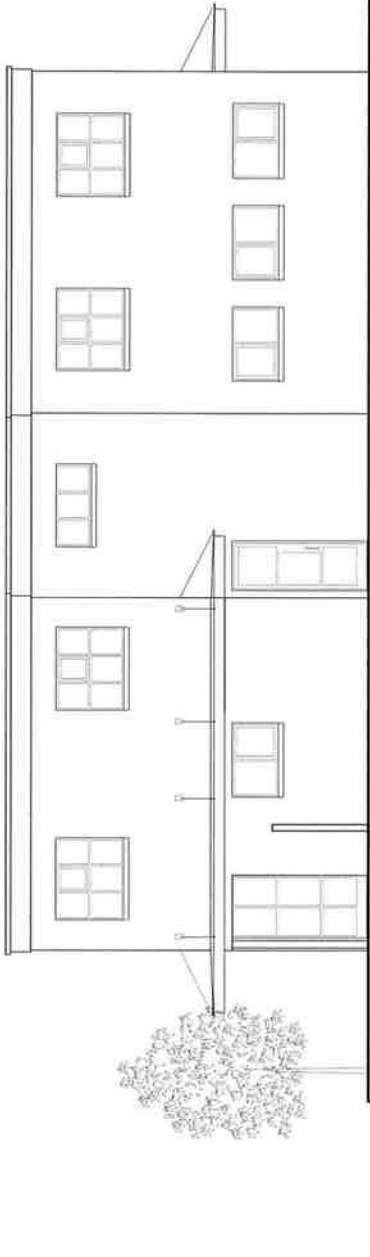
Hillary Buchanan Design
39 Hawthorne Street
Brooklyn, NY 11225

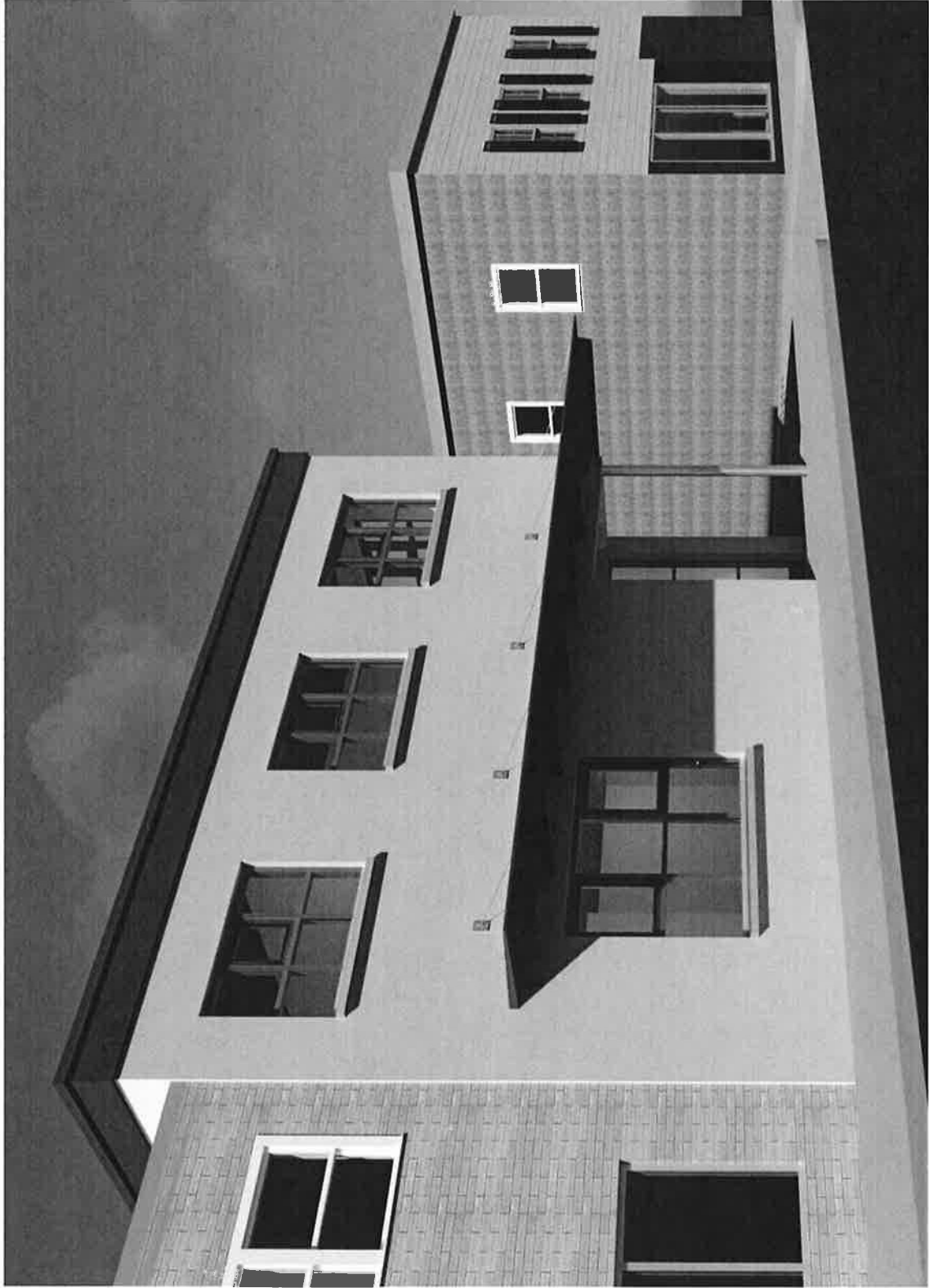
Brother In The Blue LLC
1317-1319 Springwood Avenue, Asbury Park, NJ

1317-1319 Springwood Avenue
Proposed 2nd Floor Plan

Date: 04/11/2019
Scale: 1"=20'-0"

Sheet: TA-3

 2 East Elevation	Haley Buchanan Design 39 Hawthorne Street Brooklyn, NY 11225 Brother In The Blue LLC 1317-1319 Springfield Avenue, Asbury Park, NJ 1317-1319 Springfield Avenue - Proposed Schematic Elevations Date: 04/11/19 Scale: 1/8" = 1'-0" Drawing No.: TA-4
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City of Brooklyn
Department of
Brooklyn, NY 11225

Brother In The Blue LLC
1317-1319 Springfield Avenue, Astor Park, NJ

1317-1319 Springfield Avenue - Street View Looking Northeast

Date: 04/11/19
Scale: N/A

Drawing No.: TA-5



1100 B. Street Design 30 Hudson Street Brooklyn, NY 11225	Brother In The Blue LLC 1317-1319 Springfield Avenue, Astor Park, NJ	1317-1319 Springfield Avenue - Street View Looking Northwest	Date: 04/11/19 Scale: NA	Drawing No.: TA-6
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RESOLUTION NO. 2019-284

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

RESOLUTION OF THE CITY OF ASBURY PARK REFERRING THE PROPOSED AMENDMENT TO THE WATERFRONT REDEVELOPMENT PLAN DATED AUGUST 2019, TO THE PLANNING BOARD IN ACCORDANCE WITH THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-7

Whereas, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.(the "LRHL") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment and to formulate a plan to address the redevelopment of these area; and

Whereas, the City of Asbury Park (the "City") has previously found and determined that the area of the City designated certain properties along its coastline as the "Waterfront Redevelopment Area" (the "Area") to be "an area in need of redevelopment" in accordance with LRHL; and

Whereas, the City adopted the "Asbury Park Waterfront Redevelopment Plan" dated March 15, 2002 (as amended and supplemented from time to time, the "Plan"), which governs redevelopment in the Area; and

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

Whereas, in October 2018, Master Developer commenced construction of the Phase Five

Infrastructure Project, which included the North End Boardwalk Improvements; and

Whereas, on November 28, 2018, the City adopted Resolution 2018-399, which requested that the Master Developer suspend construction of the North End Boardwalk Improvements so that the project could be redesigned; and

Whereas, the City engaged with members of the public over several months in an effort to redesign the North End Boardwalk Improvements; and

Whereas, the final design of the North End Boardwalk Improvements necessitates certain amendments to the Plan; and

Whereas, additional amendments to the Plan have been recommended to further the goals in the Plan, as further set forth in the proposed amendment to the Plan, which is annexed hereto as Exhibit A, which can be summarized as follows; and

Providing that the Boardwalk extension shall include, but not be limited to, new public restroom facilities, beach access and bicycle parking, and updating the design of the North End Board Walk Improvements; and

Allowing developers of residential units to provide off-site parking on an interim basis while permanent parking structures are under construction; and

Revising the Development Control Map for Block 3203/3206 (Former Blocks 131, 142, and 143) to allow for a maximum height of 4 stories for structures facing Heck Street (reduced from 8 stories), and 3 stories for structures on the corners of Heck Street and Cookman Avenue and Heck Street and Asbury Avenue; and

Revising the Development Control Map for Block 3904 (Former Block 145) to change the permitted height from 8 stories to 2 stories on the property fronting Asbury Avenue and to 6 stories on property fronting Kingsley Street; and

Revising the Development Control Map for Block 4001 (Former Block 175), which currently has maximum heights of 8 stories, 4 stories, and 3 stories at various points, to lower the maximum height to 6 stories and modify other portions of the block to have maximum heights of 6 stories, 4 stories, and 3 stories; and

Providing that if the Planning Board determines that a project deviates from the precise locations where a building may transition from one maximum height to another within a block, an applicant may seek relief from the Planning Board in accordance with the criteria set forth in Section 3.8.1(A)1 and N.J.S.A. 40:55D-70(c); and

Clarifying that Master Developer-affiliated entities are not required to submit Subsequent Developer Applications to the Master Developer prior to negotiating a Subsequent Developer Agreement with the City; and

Clarifying that Block 145, Lot 1 (the parking lot adjacent to the Empress Hotel) is not required to be acquired by the City or the Master Developer before the redevelopment of the remainder of Block 145 may proceed; and

Adding language providing that any mural over one story high must be approved by the

Asbury Park Municipal Council and Public Art Commission; and

Whereas, the Mayor and City Council have reviewed the Proposed Amendment and desire to forward the Proposed Amendment to the Planning Board for review pursuant to N.J.S.A. 40A:12A-7e.

Now Therefore, Be It Resolved by the Mayor and Council of the City of Asbury Park as follows:

1. That the Mayor and Council hereby refer the Proposed Amendment to the Planning Board for review and recommendation in accordance with the requirements of N.J.S.A. 40A:12A-7(e).
2. That the Mayor and Council desire that the Planning Board undertake a review of this matter and determine if the amendment conforms with the goals and objectives of the City's Master Plan.
3. That the Planning Board is authorized and directed to prepare a report of its recommendations (the "Planning Board Report") to the Proposed Amendment to the Plan no later than forty-five (45) days of the date hereof.
4. That the Planning Board Report shall identify any provisions within the Proposed Amendment to the Plan that are inconsistent with the City's Master Plan, the recommendations concerning those inconsistencies and any other matters the Planning Board deems appropriate.
5. That if the Planning Board Report is not transmitted to the Mayor and Council within forty-five (45) days of the date hereof, the Mayor and Council shall be relieved of the requirement to obtain a Planning Board Report for the Proposed Amendment to the

Plan in accordance with N.J.S.A. 40A:12A-7(e).

6. That the Clerk of the City shall forward a copy of this Resolution and the Proposed Amendment to the Planning Board for review pursuant to N.J.S.A. 40A:12A-7(e).
7. That this resolution shall take effect immediately.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-284 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK

EXHIBIT A –Amendments to Asbury Park Waterfront Redevelopment Plan August 2019
Page references, unless otherwise indicated, refer to the Asbury Park Waterfront Redevelopment Plan dated March 15, 2002 and amended December 7, 2005

ITEM #1 – Revise boardwalk language

2.3 Planning Objectives within Prime Renewal Area

Page 17 North Shore Design Principles

(change the existing language below as follows)

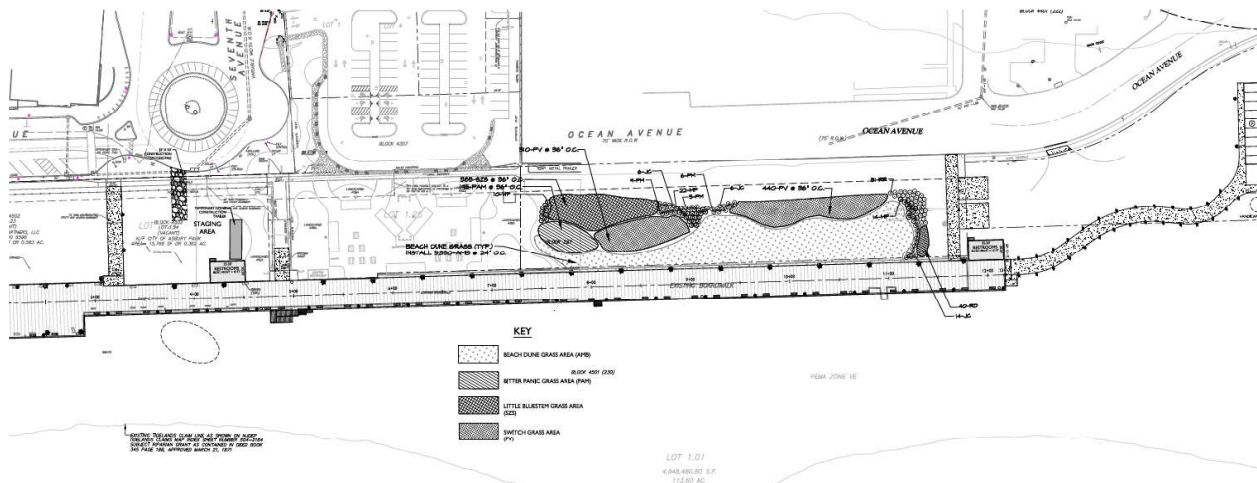
- ~~Terminate the boardwalk extension with a more natural, wandering dune path to Deal Lake.~~
- Extend the boardwalk north past Asbury Tower and create a new curvilinear path to a public parking lot on Block 4402.

3.2 Open Space, Recreation, and Community Facilities

Page 23

(change the existing language below as follows)

A new private beach club will be developed on the Boardwalk between Sixth and Seventh Avenues, in a manner that will not limit pedestrian mobility along the Boardwalk. A public beach club will also be developed. The northern end of the Boardwalk will be extended by the Master Developer to a public access point aligned with the sidewalk to the north of Block 4303. ~~to meet Ocean Avenue at Deal Lake. A new path will be constructed that will extend from Seventh Avenue to Deal Lake. This curvilinear path will be set at beach level and will provide barrier free access along the beachfront.~~ The Boardwalk extension shall include, but not be limited to, new public restroom facilities, beach access and bicycle parking. A new curvilinear path will be constructed that will extend from the terminus of the Boardwalk to the public parking lot on Block 4402 as shown on the diagram below. ~~New dunes~~ Dunes will be constructed or enhanced to provide a backdrop of natural landforms and plantings that will also provide an enhanced degree of shore protection. Additionally, jetty stone may be installed or relocated to provide a more scenic view.



ITEM #2 – Allow off-site parking with limitations**3.5 Parking in the Prime Renewal Area****Parking Requirements**

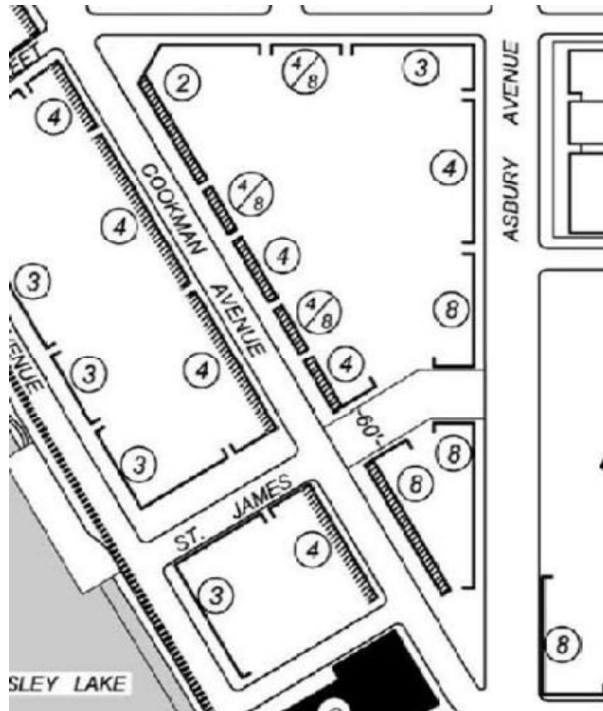
Pages 50-51 – (insert the language below)

Redevelopment projects may satisfy the parking requirement through the purchase or lease of surplus parking spaces within permanent structured parking facilities located within 600 feet of the project. In the event the off-site structured parking facility is not constructed at the time of approval of the project, the parking requirement may be satisfied through the lease of spaces in an approved temporary surface parking facility until such time as the permanent structured parking spaces are constructed. Redevelopment projects seeking to utilize interim parking facilities to temporarily satisfy applicable parking requirements prior to construction of an off-site structured parking facility must provide as part of their site plan application a lease or other contractual agreement which demonstrates a permanent parking plan for the project. Any such lease of temporary surface parking shall be subject to the approval of the City and the Master Developer during the Subsequent Developer Agreement process and incorporated into said document, and shall at least be of sufficient length and contain terms and conditions that will ensure the parking will be consistently available until permanent parking is constructed and made operational before the lease terminates.

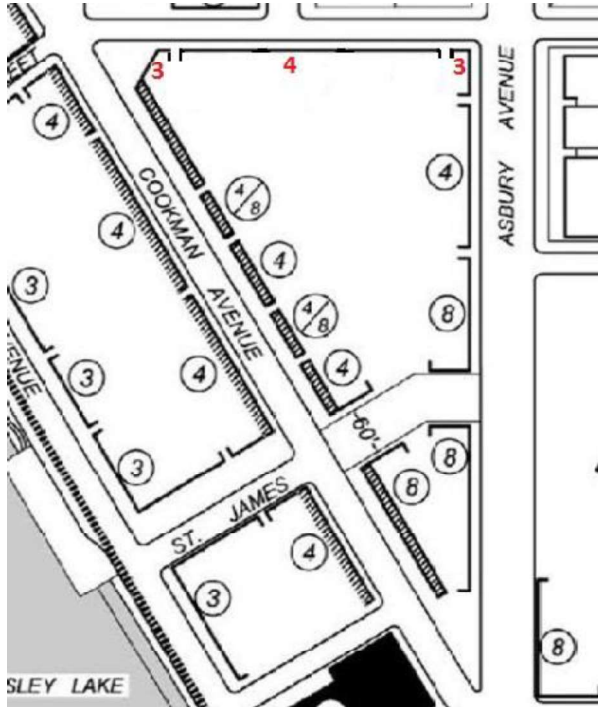
ITEM #3 – Revise Development Control Map for Block 3203/3206 (Former Blocks 131, 142, and 143)

Page 71

Existing Map

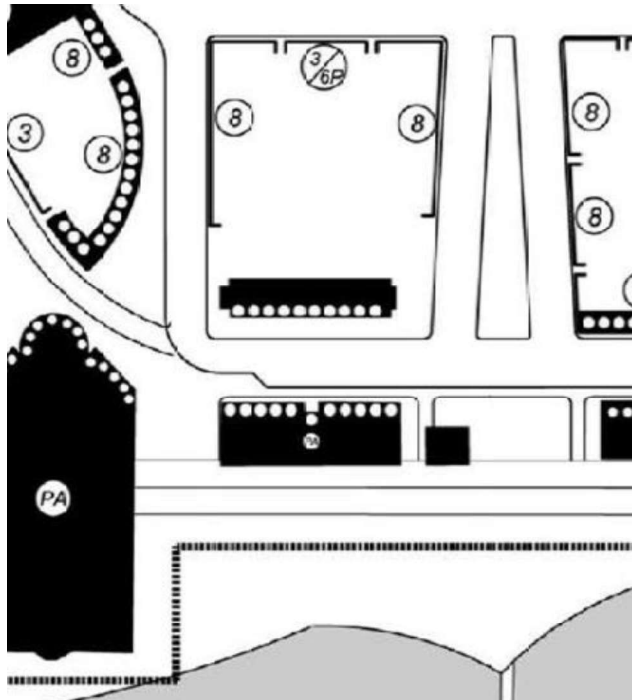


[Amended Map](#)

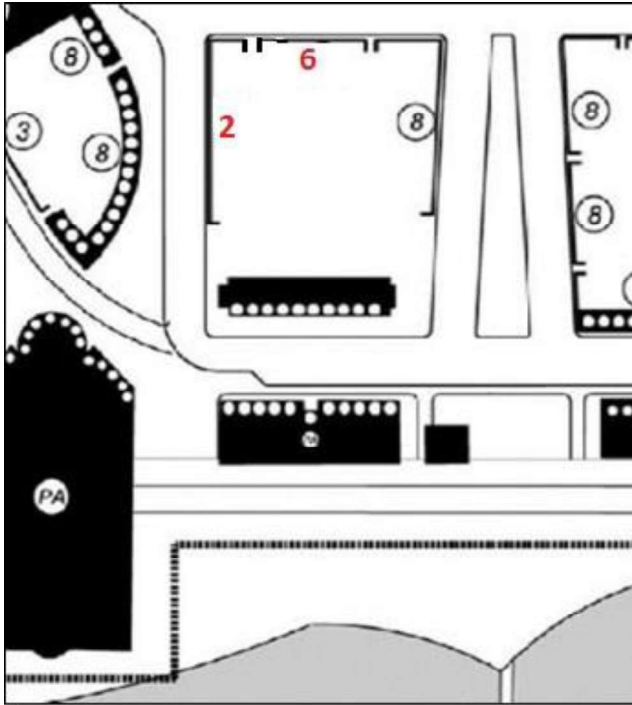


ITEM #4 - Revise Development Control Map for Block 3904 (Former Block 145)

Existing Map

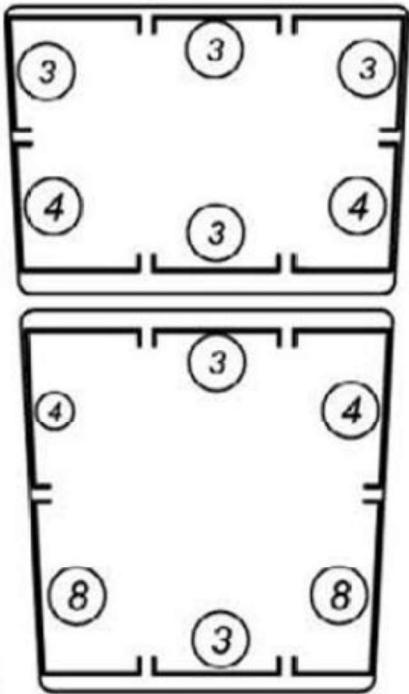


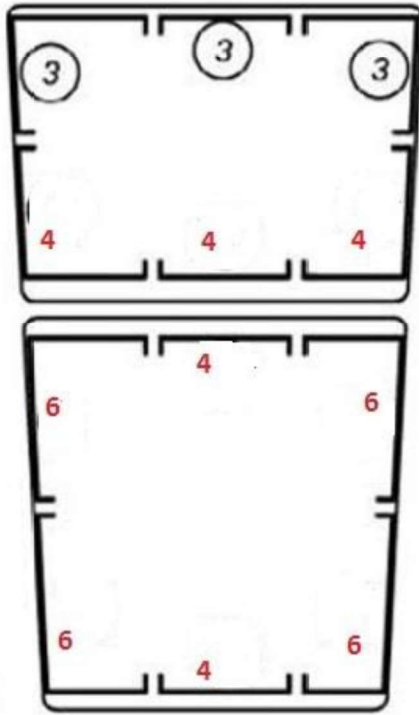
[Amended Map](#)



ITEM #5 – Revise Development Control Map for Block 4001 (Former Block 175)

Existing Map



Amended Map

ITEM #6 – Form of relief for building height “breaks” that deviate from specific locations shown on Development Control Plan

3.8 Land Use

Bulk Standards (add the language below)

Page 70

The Development Control Plan specifies building heights at various street walls with breaks at various points. The Planning Board shall interpret the Development Control Plan to determine the precise location where buildings shall change height to conform to the Plan. If the Planning Board determines that a project deviates from the precise locations where a building may transition from one maximum height to another, the applicant may seek relief from the Planning Board in accordance with the criteria set forth in Section 3.8.1(A)1 and N.J.S.A. 40:55D-70(c).

ITEM #7 –Master Developer-affiliated entities do not require Subsequent Developer Applications

4.7.1 Master Developer and Subsequent Developers (Section added via Plan Amendment in 2018) (add language highlighted below)

The City and Asbury Partners, LLC (the “Master Developer”, also referred to in this Plan as the “prime developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as amended from time to time, the “Redeveloper Agreement”). In addition to the other rights and responsibilities of the Master Developer under the Redeveloper Agreement, the Master Developer has the responsibility to install certain public infrastructure in the Waterfront Redevelopment Area. The Master Developer and the City will, without limitation, cooperate in: (i) coordinating the installation of infrastructure in the Waterfront Redevelopment Area; (ii) ensuring the requirements of the CAFRA permit are met by all Subsequent Developers (as defined below); and (iii) assisting in coordinating the redevelopment of the Prime Renewal Area by all Subsequent Developers.

Any person or entity wishing to redevelop their property or a property in which they have a beneficial interest shall first be designated as a Subsequent Developer. For so long as the Redeveloper Agreement shall be in full force and effect and the Master Developer shall not be in default thereunder (as determined by an arbitrator or court of competent jurisdiction in accordance with the terms of the Redevelopment Agreement, and which default has not been cured or remedied in accordance with such determination, but rather continues unabated), to begin the process of being designated as a Subsequent Developer, a proposed Subsequent Developer shall provide the Master Developer with the information required in the Subsequent Developer Application, the form of which is agreed upon by the City and Master Developer and adopted by Resolution of the City Council from time to time ([“Subsequent Developer Application”](#)), as well as any escrow and application fees which may be required at the time of submission in accordance with its terms. If the proposed Subsequent Developer is not the record owner of the property for which they request to be designated as Subsequent Developer, they shall include with the submission written permission from the property owner to seek required approvals to become a Subsequent Developer with respect to such property. The Master Developer will review the submission by a proposed Subsequent Developer in good faith, which review may include, but is not limited to, such factors as: compliance with and effectuation of the goals of the Plan; experience and capability of the proposed Subsequent Developer; and the financial capacity of the proposed Subsequent Developer.

If the submission made by a proposed Subsequent Developer is acceptable to the Master Developer, the Master Developer shall submit the proposed Subsequent Developer submission to the City for its review. At such time, the proposed Subsequent Developer shall submit such application and escrow fees to the City for its review as may be established by City ordinance from time to time.

[An entity that is owned by, controlled by, or otherwise affiliated with the Master Developer shall not be required to submit a Subsequent Developer Application to the Master Developer or to the City prior to its designation by the City as a Subsequent Developer, but shall be required to comply with all other provisions of this Section.](#)

Designation as a Subsequent Developer shall require the City's approval, and be evidenced by, the approval and execution of a mutually acceptable Subsequent Developer Agreement by and among the Subsequent Developer, the City and the Master Developer. Until and unless the terms contained in the preceding sentence are satisfied, the proposed Subsequent Developer shall not have the right or ability to submit a formal application to the Planning Board or to proceed to undertake or execute any required or permitted activities under the Plan, the Redeveloper Agreement or the Subsequent Developer Agreement.

ITEM #8 -- Modify Conditions of Certain Property Acquisitions

4.1 Property Acquisition

Conditions of Certain Property Acquisitions

Page 79

The surface parking area associated with the Empress Hotel along Asbury Avenue may be, [but is not required to be](#), acquired to allow the development of Block 145 as illustrated in this plan.

Item #9 -- Add Language Referencing Addition of Murals

3.7 Architectural Design Guidelines

Attached Elements

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Parking structures shall be designed and constructed to meet or exceed the following standards:

*

2. The architectural design for the facades of the parking structures facing a public street shall incorporate features such as articulated parapet walls, ornamental projections, varied planter widths ~~etc.~~, [murals or art walls](#) to add visual interest and improve the overall appearance of the structure as viewed from the street. [Any mural more than one story in height requires approval of the Asbury Park Municipal Council and Public Art Commission.](#)



RESOLUTION NO. 2019-258

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO A SUBSEQUENT DEVELOPER AGREEMENT WITH REGIONAL DEVELOPMENT GROUP, LLC FOR THE DEVELOPMENT OF PROPERTY LOCATED AT BLOCK 3901, LOT 11 (215 FIRST AVENUE)

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

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

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

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

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

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

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

Whereas, the City, the Master Developer, and Regional Development Group, LLC, with

offices at 701 Route 70 E, Building I, Marlton, NJ 08053,(the “**Entity**”) desire to enter into a Subsequent Developer Agreement to set forth the obligations of both the City and the Entity with respect to the Project; and

Whereas, pursuant to the Redeveloper Agreement and the Redevelopment Plan, the Entity intends to develop approximately 24 residential condominium units (the “**Units**”) in accordance with a presentation (Exhibit A) to the municipal council on December 27, 2018 acting as Redevelopment Agency of the proposed development (the “**Project**”) on property identified as Block 3901, Lot 11 on the tax maps of the City and located in the Redevelopment Area (the “**Project Site**”); and

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

Whereas, the governing body desires to designate Regional Development Group LLC as developer and enter into the Subsequent Developer Agreement attached as Exhibit B with the Entity for the development of 24 residential units as depicted in Exhibit A; and

Now, Therefore, Be It Resolved by the Municipal Council of the City of Asbury Park, The City of Asbury Park designates Regional Development Group LLC as a subsequent developer and shall enter into a Subsequent Redeveloper Agreement with Regional Development Group, LLC (Exhibit B) for the development of 215 First Avenue, Block 3901, Lot 11 as shown on the tax maps of the City of Asbury Park for the development of 24 residential units.

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

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

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

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

Section 5. **Implementation of the Agreement.** Upon the execution and attestation and placing of the seal on the Agreement as contemplated by Sections 3 and 4 hereof, the

Authorized Officers are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto and (ii) perform such other actions as the Authorized Officers deem necessary or desirable in relation to the execution and delivery of the Agreement.

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

Section 7. That a certified copy of this Resolution shall be provided to each of the following:

- a. Michael N. Capabianco City Manager;
- b. Michele Alonso, Director of Planning and Redevelopment
- c. Kevin Kennedy, Esq. Attorney for Regional Development Group, LLC
- d. Frederick C. Raffetto, Esq., City Attorney

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-258 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

CERTIFIED BY ME THIS 25th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions (“Declaration”), is made this _____ day of _____, 2019, by Regional Development Group, LLC, having its office at 701 Route 70E, Building I, Marlton, NJ 08053 (the “Entity”)

FOR THE BENEFIT OF

The City of Asbury Park, a municipal corporation of the State of New Jersey with offices at 1 Municipal Plaza, Asbury Park, New Jersey, 07712 (the “City”) acting in the capacity of a redevelopment agency for the City of Asbury Park, New Jersey; and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder.

WITNESSETH:

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

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

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

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

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

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

WHEREAS, the Entity is the owner of property identified as Block 3901, Lot 11 on the tax maps of the City and located at 215 First Avenue in the Redevelopment Area (the “**Project Site**”) and intends to redevelop the Project Site with twenty-four (24) residential condominium units (the “**Project**”); and

WHEREAS, the City, the Master Developer, and the Entity have entered into that certain Subsequent Developer Agreement (the “**Subsequent Developer Agreement**”) which memorializes the terms and conditions by which the Entity will implement and carry out the Project; and

WHEREAS, pursuant to the Subsequent Developer Agreement, the Entity agreed to certain covenants governing the Entity’s (i) use of the land on which the Project will be constructed (the “**Project Site**”) (ii) construction of the Project and (iii) indemnification of the City and its officers, agents, employees, contractors, and consultants (hereinafter the “**Indemnified Parties**”); and

WHEREAS, the Subsequent Developer Agreement requires that such Covenants be memorialized in a Declaration of Covenants, and Restrictions and that said declaration be recorded against the Hotel Site by the Entity in the office of the Monmouth County Register,

NOW, THEREFORE, the Entity declares that the Project and the Project Site as defined above and such additions thereto as may hereinafter be made in accordance herewith, is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions, charges, and obligations hereinafter set forth in this Declaration:

Section 1. General. The foregoing whereas clauses are hereby incorporated in this section 1 as if fully set forth at length.

Section 2. Definitions. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Subsequent Developer Agreement, a fully executed copy of which shall be on file in City Hall.

Section 3. The Entity's Covenants. In accordance with the terms of the Subsequent Developer Agreement, the Entity expressly covenants and agrees as follows:

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

EXECUTION COPY

(d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, gender identity, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(e) The Entity shall, in order to effectuate the purposes of the Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, the Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under the Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under the Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of the Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Subsequent Developer Agreement.

(j) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.

(k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(l) **Opportunities for Local Residents during Construction.** The Entity shall make a good faith effort, as same is defined in the Subsequent Developer Agreement, to encourage twenty (20) percent local resident participation in the construction of the Project.

(m) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make good faith efforts, as same are defined in the Subsequent Developer Agreement, to encourage women and minority participation in the construction of the Project.

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 9.11 of the Subsequent Developer Agreement.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

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

shall survive the termination of the Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final Unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

(s) The Entity shall ensure that any agreements with its lessees or assigns shall reflect the covenants set forth herein.

Section 4. The Encumbered Lands. The lands and premises (together with the improvements to be constructed thereon) which are intended to be encumbered by this Declaration consist of the Project Site which consists of Block 3901, Lot 11 on the tax maps of the City, and as more particularly described in the metes and bounds description attached hereto as Exhibit A [*to provide legal description*].

Section 5. Effect and Duration of Covenants. The Entity hereby acknowledges that this Declaration shall be recorded, imposing on the Project Site the covenants provided in this Declaration, provided, however, that such covenants shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or

such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project or any part thereof. The covenants provided herein shall run with the land and shall cease and terminate when a Certificate of Completion for such improvements has been issued, except that the covenants set forth in Section 3(q) and Section 3(r) shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

Section 6. Indemnity. The Entity shall comply with the provisions set forth in Section 9.11 of the Subsequent Developer Agreement entitled INDEMNIFICATION. The Indemnity shall survive the termination of the Subsequent Developer Agreement and shall run with the land, provided, however, that the Indemnity shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project Improvements or any part thereof.

Section 7. Binding Effect and Enforcement. This Declaration shall inure to the benefit of the City, its legal and personal representatives, successors and assigns, and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder. This Declaration and the covenants and restrictions imposed upon the Project Site hereunder shall be enforceable by the City, and such other persons and parties entitled to enforce the provisions of the Subsequent Developer Agreement against the Entity.

EXECUTION COPY

(remainder of page is intentionally blank)

Attachment: Exhibit 1- Declaration of Covenants and Restrictions (259644-2x9DC53) (2019-258 : Subsequent Developer Agreement Regional

EXECUTION COPY

(Signature page to Declaration of Covenants and Restrictions)

Regional Development Group, LLC

By: _____
 , Managing Member

STATE OF NEW JERSEY :
 :ss:
 COUNTY OF _____:

BE IT REMEMBERED, that on this ___ day of _____, 2019 before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6 to take acknowledgments for use in the State of New Jersey, personally appeared _____, who acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is the managing member of . Regional Development Group, LLC, the New Jersey limited liability company named in the within instrument and is authorized to sign the within instrument on behalf of the limited liability company; and (b) as such member or manager, signed, sealed and delivered this instrument as the voluntary act and deed of the limited liability company, made by virtue of authority from all of its members.

 Notary Public

Exhibit A

(Legal Description)

215 FIRST AVE - Bond Sales Pricing							
Description	Specs		Square Feet		Bond Sales Pricing		Notes
	Beds	Baths	Indoor	Terrace/Deck	Price PSF	Sale Price	
Unit 2A	3	3	2,000	240	\$300	\$599,370	Front corner duplex unit
Unit 2B	3	3	1,840	240	\$323	\$593,970	Front inner duplex unit
Unit 2C	3	3	1,842	240	\$322	\$593,970	Front inner duplex unit
Unit 2D	3	3	1,993	240	\$301	\$599,370	Front corner duplex unit
Unit 2E	2	2	1,295	225	\$320	\$413,970	
Unit 2F	2	2	1,090	225	\$330	\$359,970	
Unit 2G	2	2	1,092	225	\$330	\$359,970	
Unit 2H	2	2	1,300	225	\$318	\$413,970	
Unit 3A	2	2	1,226	120	\$377	\$461,970	
Unit 3B	1.5	2	1,250	120	\$365	\$455,970	
Unit 3C	1.5	2	1,251	120	\$364	\$455,970	
Unit 3D	2	2	1,222	120	\$378	\$461,970	
Unit 3E	2	2	1,295	120	\$354	\$458,970	
Unit 3F	1.5	2	1,246	120	\$349	\$434,970	
Unit 3G	1.5	2	1,250	120	\$348	\$434,970	
Unit 3H	2	2	1,302	120	\$353	\$458,970	
Unit PHA	3	3	1,624	120	\$471	\$764,970	Front corner penthouse unit
Unit PHB	2.5	3	1,650	120	\$460	\$758,970	Front inner penthouse unit
Unit PHC	2.5	3	1,651	120	\$460	\$758,970	Front inner penthouse unit
Unit PHD	3	3	1,622	120	\$473	\$767,970	Front corner penthouse unit
Unit PHE	3	3	1,695	120	\$450	\$761,970	Rear corner penthouse unit
Unit PHF	2.5	3	1,646	120	\$450	\$740,970	Rear inner penthouse unit
Unit PHG	2.5	3	1,649	120	\$449	\$740,970	Rear inner penthouse unit
Unit PHH	3	3	1,704	120	\$447	\$761,970	Rear corner penthouse unit
Common Area	N/A	N/A	6,150	4,200	N/A	N/A	Includes lobby, corridors, amenities, garage, etc.
TOTAL			41,885	7,980	\$381	\$13,615,080	

SUBSEQUENT DEVELOPER AGREEMENT
BY AND BETWEEN
THE CITY OF ASBURY PARK, AS REDEVELOPMENT ENTITY,
ASBURY PARTNERS, LLC, AS MASTER DEVELOPER
AND
REGIONAL DEVELOPMENT GROUP, LLC, AS SUBSEQUENT DEVELOPER
Dated: _____, 2019

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SUBSEQUENT DEVELOPER AGREEMENT

THIS SUBSEQUENT DEVELOPER AGREEMENT made this _____ day of _____ by and between

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

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

AND

REGIONAL DEVELOPMENT GROUP, LLC with principal offices located at 701 Route 70 E, Building I, Marlton, NJ 08053 (including, where applicable, its relevant urban renewal entity affiliate formed pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*, the “**Entity**”) (each, a “Party” and collectively, the “**Parties**”).

WITNESSETH

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

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

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

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

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

WHEREAS, pursuant to the Act, including Section 8 thereof (*N.J.S.A. 40A:12A-8*), a municipality is permitted to contract with a redeveloper to develop redevelopment projects

pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

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

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

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

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

WHEREAS, the Entity has submitted to the Master Developer and the City a subsequent developer application (the “**Application**”), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to develop twenty-four (24) residential condominium units (the “**Units**”) in accordance with the approval by the City’s Planning Board to be obtained (the “**Project**”) on property identified as Block 3901, Lot 11 on the tax maps of the City and located at 215 First Avenue in the Redevelopment Area (the “**Project Site**”) and in accordance with all Governmental Approvals (as defined herein); and

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

“Certificate of Completion” shall mean the Certificate of Completion as set forth in Section 4.06.

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

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

“Commencement of Construction” and “Commence Construction” shall mean any activity associated with construction of the Project on the Project Site.

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

“Declaration of Covenants and Restrictions” shall mean a written instrument to be executed by the Entity and recorded in the office of the Monmouth County Clerk, in the form annexed hereto as Exhibit 1, intended to encumber the Project Site and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Entity and its successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project Site and the Project as set forth in Sections 3.02(a), (b), (l), (m), and (n) of this Subsequent Developer Agreement.

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

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

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

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

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

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

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

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

“Governmental Approvals” shall mean all government permits, licenses, consents and approvals necessary for the development, construction, lease, sale, occupancy or completion of the

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

“Infrastructure Ordinance” shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

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

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

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

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

“Original Infrastructure Ordinance” shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

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

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

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

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

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

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

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

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

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

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

“RAB Law” shall be defined as the Redevelopment Area Bond Financing Law, *N.J.S.A. 40A:12A-64 et seq.*

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

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

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

“Redevelopment Entity” shall mean the City’s Governing Body acting in its capacity as a redevelopment entity pursuant to the Act and any permitted successors or assigns.

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

“Special Assessment Agreement” shall be defined as set forth in Section 4.09 of this Subsequent Developer Agreement.

“State” shall mean the State of New Jersey.

“Subsequent Developer” shall mean the Entity, as the owner, purchaser, assignee or transferee of all or part of any property within the Area that is subject to the provisions of the Amended Plan, who has been approved as a Subsequent Developer by the City and the Master Developer in accordance with the Amended Plan and who has entered into a fully executed Subsequent Developer Agreement with the City and the Master Developer with respect to the Project.

“Subsequent Developer Agreement” shall mean this agreement by and between the City and the Entity.

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

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

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

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

ARTICLE 1A DESIGNATION AS SUBSEQUENT DEVELOPER

1A.01 Designation of Subsequent Developer. On the Effective Date of this Subsequent Developer Agreement, the Entity shall be hereby designated as a Subsequent Developer pursuant to the terms and conditions of the Redevelopment Plan, as amended, the Master Developer Agreement, as amended, and this Subsequent Developer Agreement. This designation shall terminate upon the first of the following the occur: (i) the Outside Approvals Date, without any further action of any Party hereto, (but only if all conditions subsequent set forth in Section 6.01 hereof are not satisfied on or before such date); (ii) upon the issuance of a Certificate of Completion as set forth in Section 4.07; (iii) upon mutual termination by the Parties; or (iv) or upon an Event of Default, pursuant to the terms in Article 6.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of the City. The City hereby makes the following representations and warranties:

(a) The Redevelopment Plan has been duly adopted in compliance with all Applicable Laws and is currently in full force and effect.

(b) The City has the legal power, right and authority to enter into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder and has duly executed this Subsequent Developer Agreement.

(c) All requisite action has been taken by the City and all requisite consents have been obtained in connection with the entering into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, and the consummation of the transaction contemplated hereby, and to the best of the City's knowledge and belief are authorized by all Applicable Laws. To the best knowledge of the City there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the City entering into or performing its obligations under this Subsequent Developer Agreement.

(d) This Subsequent Developer Agreement has been duly executed by the City, and is valid and legally binding upon the City and enforceable in accordance with its terms pursuant to all Applicable Laws and the execution and delivery thereof does not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a Party or by which it is bound.

(e) The City represents that to the best of its knowledge and belief, there is no action, proceeding or investigation now pending or threatened, nor any basis therefor, known or believed to exist which questions the validity of this Subsequent Developer Agreement.

2.02 Representations and Warranties of the Master Developer

(a) The Master Developer has the legal capacity to enter into this Subsequent Developer Agreement.

(b) The Master Developer is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Master Developer's behalf.

(c) To the best of the Master Developer's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Master Developer pursuant to this Subsequent Developer Agreement.

(d) To the best of the Master Developer's knowledge and belief, after diligent inquiry, the Master Developer's execution and delivery of this Subsequent Developer Agreement will not constitute a violation of (i) the "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, as amended by the First Amendment to the "Amended and Restated Redeveloper and Land Disposition Agreement," approved by the City Council on June 13, 2019, and effective August 1, 2018; (ii) the Subsequent Developer Agreement Among the City of Asbury Park, Madison Asbury Retail, LLC, and Asbury Partner, LLC, dated June 1, 2010; (iii) the ordinance finally adopted by the City on February 13, 2013 and entitled "AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF," (the "**Original Infrastructure Ordinance**"), as amended on June 13, 2018 by Ordinance No. 2018-20 (the "**Infrastructure Ordinance**"); and (iv) the Infrastructure Component Report last adopted by the City by resolution on June 13, 2018.

2.03 Representations and Warranties of the Entity. The Entity makes the following representations and warranties:

(a) The Entity has the legal capacity to enter into this Subsequent Developer Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as same applies to the Project as of the date of this Subsequent Developer Agreement.

(b) The Entity is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Entity's behalf.

(c) To the best of the Entity's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Entity pursuant to this Subsequent Developer Agreement; or (ii) is likely to result in a material adverse change in the Entity's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Subsequent Developer Agreement.

(d) The Entity's execution and delivery of this Subsequent Developer Agreement and its performance hereunder will not constitute a violation of any operating, partnership, shareholder and/or similar agreement of the Entity or of any agreement, mortgage, indenture, instrument or judgment, to which the Entity is a Party.

(e) To the best of the Entity's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the City and its agents, are true and correct in all material respects. The Entity acknowledges that the facts and representations contained in the information submitted by the Entity are a material factor in the decision of the City to enter into this Subsequent Developer Agreement.

(f) The cost and financing of the Project will be the responsibility of the Entity.

(g) The Entity is financially and technically capable of financing, designing, constructing, operating, and maintaining the Project in accordance with its obligations under this Subsequent Developer Agreement.

ARTICLE 3 COVENANTS AND RESTRICTIONS

3.01 Covenants and Restrictions of the City.

(a) The City covenants that it will comply with all Applicable Laws.

(b) The City covenants to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Subsequent Developer Agreement, and to execute any documents required to obtain such approvals and otherwise to cooperate with the Entity with respect to the Governmental Approvals.

(c) Upon request by the Entity to condemn any restrictions on the real property constituting the Project Site initially imposed by James Bradley, the rights to which, if any, being held by his heirs, successors and assigns, the City agrees to exercise the power of eminent domain in accordance with applicable law on such terms and conditions as are acceptable to the City in its sole discretion at the time of the request.

3.02 Covenants and Restrictions of the Master Developer

(a) Master Developer covenants that it will assist with and participate in a coordinated defense with the City in the event of litigation related to the validity of this Subsequent Developer Agreement.

(b) The Master Developer covenants that it has reviewed the Application in good faith and has found it acceptable for the purpose of entering into this Agreement.

3.03 Covenants and Restrictions of the Entity.

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

(d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(e) The Entity shall, in order to effectuate the purposes of this Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, this Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under this Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under this Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of this Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Subsequent Developer Agreement.

(j) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.

(k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(l) **Opportunities for Local Residents during Construction.** The Entity shall make a good faith effort to encourage twenty (20) percent local resident participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:

- i. Hold a pre-qualification information session (the “**Workforce Information Session**”), in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage local contractors/subcontractors to bid on the Project.
- ii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage local residents, in the construction of the Project.
- iii. As part of the Workforce Information Session, notify contractors, subcontractors and any then known prospective tenants/operators of the Project of the Workforce Information Session; provide information (to the extent known) to attendees of potential short term and long term positions with respect to the Project; collect resumes and expressions of interest in employment from those who attend; and make those resumes and expressions of interest in employment available to the contractors, subcontractors and any then known prospective tenants/operators of the Project.
- iv. Establish two (2) paid internships annually during the term of this Agreement in the fields of property management, real estate development, and/or construction management with the Entity, an affiliate of the Entity, the general contractor for the Project and/or any subcontractor or then known tenants/operators of the Project. Applications for the internships can be submitted at the Workforce Information Session.

- v. Establish two (2) apprenticeships, subject to receipt of two (2) qualified applicants, in the construction field annually during the term of this Agreement with the Entity, an affiliate of the Entity, the general contractor for the Project or any then known tenants/operators of the Project. Applications for the apprenticeships can be submitted at the Workforce Information Session.
- vi. Establish four (4) scholarships annually during the term of this Agreement, in the amount of \$2,500 each, to be used in the discretion of the recipient for vocational or academic education. Those who have successfully completed the internships, apprenticeships, or the hotel training program described below shall be eligible for the scholarship.
- vii. Establish one (1) mentorship annually during the term of this Agreement for small businesses to gain experience in large scale construction. Businesses can apply to participate in the mentorship program at the Workforce Information Session.
- viii. Regularly contact and cooperate with the City Manager, or his/her designee, in connection with workforce opportunities. Notify the City Manager of workforce needs for the Project so that the Director may refer qualified City residents to meet the workforce needs of the Project.

(m) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make good faith efforts to encourage women and minority participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:

- i. The Entity shall disseminate information within the City and the County of Monmouth concerning opportunities for women and minority contractors, vendors and suppliers prior to the commencement of construction of the Project.
- ii. Hold the Workforce Information Session, in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage women and minority contractors/subcontractors to bid on the Project.
- iii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage women and minorities, in the construction of the Project.

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 9.11 hereof.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3.04(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of this Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

(r) The Entity, and not the Master Developer, shall pay the Deficiency Amount (as defined in the Infrastructure Ordinance), if any, and the Special Assessment Agreement shall provide as such. The Entity's obligation to pay the Deficiency Amount shall survive the termination of this Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final Unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

3.04 Effect of Covenants. (a) It is intended and agreed that the covenants and restrictions set forth in Sections 3.03(a) and 3.03(b) shall be covenants running with the land. All covenants in Section 3.03, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the City and the Master Developer, and any successor in interest to the Project Site, or any part thereof, against the Entity.

(b) It is intended and agreed that the covenants and restrictions set forth in Section 3.01 and Section 3.02, respectively, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Entity and its successors and assigns, and any successor in interest to the Project Site, or any part thereof, against the City, the Master Developer their successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project Site or any part thereof.

3.05 Enforcement by City or Master Developer. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City, the Master Developer, and their successors and assigns shall be deemed beneficiaries of the agreements and

covenants set forth in Section 3.03 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City and, as applicable, the Master Developer for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or Master Developer has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City and the Master Developer shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies as set forth in Article 6 of this Subsequent Developer Agreement.

3.06 Duration of Covenants. With respect to the Project, but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement, the covenants set forth in Section 3.03 shall be deemed satisfied and of no further force and effect upon termination of this Subsequent Developer Agreement as evidenced by the issuance by the City of a Certificate of Completion.

ARTICLE 4 PROJECT IMPLEMENTATION

4.01 General Scope of Project. It is understood and agreed by and between the Parties that the Entity has the right to develop the Project Site with the Project consistent with the terms of the Entity's Subsequent Developer's Application, Applicable Laws, Governmental Approvals, the Redevelopment Plan, the Redeveloper Agreement, and this Subsequent Developer Agreement. The Parties acknowledge the Entity's right to make non-material changes to the Project as described in the Application if same are required as a condition of Planning Board approval.

4.02 Amendments to Application. The Entity shall not make any material change to its Application. In the event of any changes to the Application are proposed, the Entity shall provide copies of all amended plans, applications, or submissions to the City and the Master Developer within ten (10) business days prior to any amended submission to the Planning Board or any Governmental Agency and shall provide the City and Master Developer with not less than ten (10) days' written notice prior to any hearing or meeting related to any amended submission.

4.03 Application for Governmental Approvals for Project Site. Within 30 days of the Effective Date, the Entity shall use commercially reasonable efforts to submit (if not already submitted) and diligently prosecute to conclusion, all other Applications for Government Approvals necessary for the financing, development, construction, operation, and maintenance of the Project Site. The Entity shall obtain all Governmental Approvals within one (1) year of the Effective Date ("**Outside Approvals Date**"), as may reasonably be extended by formal action of the City Council for up to an additional 120 days, provided that the Entity has utilized good faith efforts to obtain Governmental Approvals but has not yet received same. In no event shall the

Outside Approvals Date be extended beyond 120 days without the explicit written consent of all Parties to this Subsequent Developer Agreement.

4.04 Project; Entity Deadlines. With respect to the Project, the Entity shall meet the deadlines and timeframes for the completion of Project activities as set forth in this Section 4.04.

(a) Commencement of Construction for the Project. No later than 90 days after all Governmental Approvals have been obtained and any applicable appeal period for such Governmental Approvals has expired, the Entity shall Commence Construction with respect to the Project; provided, however, that the Entity shall not Commence Construction prior to the occurrence of all conditions subsequent set forth in Section 6.01(a) – (c) hereof.

(b) Completion of Construction for the Project. Not later than two years after receipt of Building Permits and all other required Governmental Approvals authorizing the Commencement of Construction of the Project, the Entity shall Complete Construction with respect to the Project.

4.05 Progress Reports. (a) For so long as this Subsequent Developer Agreement shall remain in effect the Entity shall, without the need for a written request, provide quarterly reports to be submitted on February 1, May 1, August 1 and November 1 of each year, to the City and Master Developer, as to the actual progress of the Entity with respect to (i) the acquisition of Government Approvals; (ii) Commencement of Construction of the Project; (iii) Completion of Construction of the Project; (iv) Opportunities for Local Residents, Women and Minorities required by Sections 3.03 (l) (m) and (n); and (v) such other matters consistent with this Subsequent Developer Agreement as the City shall reasonably request be addressed in such reports.

(b) Outcome Assessments. The Entity hereby agrees to provide written reports to the City one year after the completion of construction of the Project, with respect to the internships, apprenticeships and mentorships described at Section 3.03 above, detailing the number of people who participated, the number who successfully completed the program, the number who were hired in the respective field as a result of the program, their job titles, and whether they were still employed in those positions as of the date of the outcome assessment.

4.06 Extensions. Extensions for deadlines set forth in Article 4 shall be as follows. All deadlines contained herein shall be reasonably extended as a matter of right in the event of any Event of Force Majeure. It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Entity shall be extended for a reasonable period not less than the period of the enforced delay.

4.07 Certificate of Occupancy and the Certificates of Completion. (a) Upon Completion of Construction pursuant to Section 4.04 with respect to a Unit in the Project, the Entity shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for any such Unit in the Project.

(b) Following the issuance of all of the final Certificates of Occupancy for the Units in the Project (which shall be presumptive evidence of satisfaction of

all requirements related to construction of the Project) and the satisfaction of the terms and conditions of this Subsequent Developer Agreement, and upon request for the same by the Entity, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Entity has performed all of its duties and obligations with respect to the Project under this Subsequent Developer Agreement and has completed construction of the Project in accordance with the requirements of this Subsequent Developer Agreement. The Certificate of Completion (which shall be in recordable form) shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants including without limitation the covenants in Article 3 (but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement), with respect to the Project in this Subsequent Developer Agreement and the Redevelopment Plan with respect to the obligations of the Entity to construct the Project within the dates for completion of same. Within thirty (30) days after written request by the Entity, the City shall provide the Entity with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that the Entity has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in the opinion of the City in order for the Entity to be entitled to the Certificate of Completion. Upon the issuance of a Certificate of Completion, the conditions that were found and determined to exist on the Project Site at the time the Project Site was determined to be in need of redevelopment, shall be deemed to no longer exist and the land and improvements thereon shall not be subject to eminent domain as a result of those determinations.

4.08 Construction Permit Fees. The City's Construction Official has advised the Entity that the Project constitutes "new construction" and not the rehabilitation of a structure which was previously completed or occupied, and that fees for construction permits applicable to the construction of the Project will be based on the cubic volume of the Project which is the methodology required by Applicable Laws for new construction.

4.09 Off-Site Obligations. The Entity shall be responsible for certain off-site obligations as follows:

(b) Sewer charges in the amount of \$3,220 per unit in accordance with Ordinance adopted February 2, 2005, to be paid in the manner and at the time set forth therein;

(c) Payment to the City of \$2,212 per unit (which shall constitute a credit against the applicable Master Developer's obligation under Article 13 of the Redeveloper Agreement) to offset the costs of affordable housing and other community initiatives in the City, with one-half of such payment to be due concurrently with the application for building permits, and the other half of such payment to be due at the time of application for temporary or permanent certificates of occupancy. Once made, such payments shall not be refundable. For the purpose of calculating the credit against the Master Developer's obligation

under Article 13 of the Redeveloper Agreement, the issuance of a Certificate of Occupancy for a unit shall constitute proof that the Entity paid the affordable housing fee that was due for that unit; and

(d) Pursuant to the Original Infrastructure Ordinance as amended, including on June 13, 2018 by the Infrastructure Ordinance, the City shall impose a special assessment on the Project and the Project Site equivalent to the benefit conferred or deemed conferred by certain public infrastructure improvements constructed and installed or to be constructed and installed by the Master Developer, including public wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements in the Redevelopment Area in accordance with the provisions of the Redevelopment Plan.

- (i) The Entity hereby agrees and acknowledges that it has determined to enter into a special assessment agreement with the City pursuant to *N.J.S.A. 40A:12A-66* of the RAB Law, as authorized by the Infrastructure Ordinance (the “**Special Assessment Agreement**”).
- (ii) The Parties hereby agree that the Special Assessment Agreement shall be substantially in the form of the agreement attached to the Original Infrastructure Ordinance as Exhibit B, as amended by Ordinance No. 2018-20, the final form of which shall be acceptable to the Master Developer and so accepted in writing by the Master Developer prior to the authorization of such Special Assessment Agreement by the City and the Entity.
- (iii) The Parties hereby agree that, for purposes of calculating the special assessment, the Special Assessment Agreement shall provide that the assumed sales prices of the Units until sold shall be those prices set forth in Exhibit 2 attached hereto, unless otherwise agreed to in writing by all Parties. Nothing shall prohibit the Entity from selling the Units for more than the assumed sales prices set forth in Exhibit 2.
- (iv) The Parties hereby agree that the first installment of the special assessment under the Special Assessment Agreement shall commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility of a Unit for the issuance of a Certificate of Occupancy; and (ii) the expenditure of all capitalized interest available to pay interest on the RABs.
- (v) The Parties hereby agree that the Entity, and not the Master Developer, shall be responsible for payment of the Deficiency Amount, if any, and the Special Assessment Agreement shall provide as such.

ARTICLE 5 PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

5.01 Prohibition Against Transfers of Interests by the Entity. The Entity recognizes the importance of the Project to the general welfare of the community and that the identity of the Entity and its qualifications are critical to the City and Master Developer in entering into this

Subsequent Developer Agreement particularly in view of the public aids that have been made available for the purpose of making such redevelopment possible. Except as is otherwise provided by the Subsequent Developer Agreement, Applicable Laws and/or the Financial Agreement, the City and Master Developer consider that a transfer of the ownership of the Entity or of any part thereof or any other act or transaction involving or resulting in a change in the ownership of the Entity, is for practical purposes, a transfer or disposition of the Project then owned by the Entity. The Entity recognizes that it is because of such qualifications and identity that the City and Master Developer are entering into this Subsequent Developer Agreement with the Entity, and, in so doing, the City and Master Developer are relying on the obligations of the Entity and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by the Entity hereunder.

As a result of, but subject to, the terms of the preceding paragraph, prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, the Entity agrees for itself and any successor in interest that (i) there shall be no transfer by any owner of any controlling interest in the Entity, or by any successor in interest to such owner of any interest in the Entity, (ii) nor shall any such owner or successor in interest suffer any such transfer to be made, (iii) nor shall such owner or successor in interest make, or suffer to be made, any other change in ownership of any controlling equity interest in the Entity or in the relative distribution thereof between and among the owners, or with respect to the identity of the parties in control of the Entity, by any other method or means, whether by increased capitalization, merger with another corporation, partnership, or limited liability entity or otherwise. For purposes of this Subsequent Developer Agreement, the term “owners” is defined to include the interests of the members of the Entity, as the case may be, and the owners of such members, partners, or shareholders.

5.02 Exemptions from Prohibited Transfers. Notwithstanding the foregoing, following notice to and with the consent of the City which consent shall not be unreasonably withheld, conditioned or delayed, the following shall not constitute a prohibited transfer, for purposes of Section 5.01: The assignment by the Entity of its rights under this Subsequent Developer Agreement upon the following conditions: (i) the assignee of the Entity must be an entity controlling, controlled by, or under common control of the Entity or iStar Inc.; (ii) the assignee of the Entity shall assume all of the obligations of the assignor Entity hereunder, but the assignor Entity shall remain primarily liable for the performance of such Entity’s obligations, (iv) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer, (v) such assignment does not violate any of the Governmental Approvals.

5.03 Transfer of Subsequent Developer Agreement. The Entity further agrees for itself, and its successors and assigns, that prior to the completion of the Project or any portion thereof, as evidenced by the issuance of a Certificate of Completion it will not make or create, or suffer to be made or created, any sale, assignment, conveyance, lease or transfer in any other mode or form (collectively, the “**Transfers**”) of its interests in the Project Site or its interest in this Subsequent Developer Agreement or in this Project, or any part thereof or any interest therein,

without the prior written approval of the City, except as provided below, in the Financial Agreement, and otherwise in this Article 5.

5.04 Consent to Permitted Transfers. (a) The City and Master Developer hereby consent, without the necessity of further approvals from any entity, to the following Transfers: (i) any Mortgage or related security granted by the Entity to a Permitted Mortgagee for the purpose of obtaining the financing necessary to enable the Entity or any successor in interest to the Project Site or any part thereof, to perform its obligations under this Subsequent Developer Agreement with respect to Completion of the Project and any other purpose authorized by this Subsequent Developer Agreement, (ii) any Mortgage or Mortgages and other liens and encumbrances granted by the Entity to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project; (iii) any transfer of all or portions of the real property comprising the Project Site from its current owner to the Entity; (iv) any contract to sell a unit in the Project to a purchaser and/or the sale of such unit upon its completion and the issuance of a Certificate of Occupancy; and (v) any lease or occupancy agreement(s) for all portions of the Project or the Project Site, provided that the same are in compliance with the Financial Agreement.

(b) With respect to any of the Transfers listed in Section 5.04(a), (i)-(ii) the Entity shall provide to the City and to the Master Developer written notice of at least fifteen (15) days prior to such Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such Transfers.

5.05 Prohibition Against Speculative Development. Because of the importance of Project to the general welfare of the community, the Entity represents and agrees that its undertakings pursuant to this Subsequent Developer Agreement will not be used for speculation in land holding.

5.06 Information as to Ownership of Entity. In order to assist in the effectuation of the purpose of this Article 5, the Entity agrees that during the period between the execution of this Subsequent Developer Agreement and the completion of the Project as evidenced by the issuance of a Certificate of Completion, the Entity shall, at such time or times as the City may reasonably request, furnish the City with a complete statement subscribed and sworn to by the managing partner, managing member or other executive officer or member of the Entity, setting forth all of the partners, both general and limited, managing members, shareholders, or other owners of equity interests of the Entity and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Entity, their names and the extent of such interests.

ARTICLE 6 DEFAULT AND REMEDIES

6.01 Automatic Termination of Subsequent Developer Agreement. This Subsequent Developer Agreement, including, without limitation, the Entity's designation as a Subsequent Developer, shall automatically terminate, without any further action of any Party after notice and opportunity to cure in accordance with Section 6.02, 6.03 or 6.04 as applicable, if each and

every of the following conditions subsequent are not completed on or before the Outside Approvals Date::

- (a) Entity has obtained all Governmental Approvals;
- (b) Financial Agreement is authorized, executed, and delivered by each of the Entity and the City;
- (c) Special Assessment Agreement, in form consented to by Master Developer in writing, is authorized, executed, and delivered by the City and the Entity; and
- (d) City issues one or more series of bonds (non-recourse to the City) pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. (“**RABs**”).
 - (i) The terms and conditions of the RAB shall be in accordance with and as further set forth in the Redeveloper Agreement, including, without limitation: (1) the RABs shall be primarily secured by the pledged portion of the special assessment provided under the Special Assessment Agreement (the “**Pledged Special Assessment**”); (2) the RABs shall be issued on federally tax-exempt basis to the extent permitted by applicable law; and (3) the proceeds of the RABs shall be made available to the Master Developer for the construction of, or reimbursement for, infrastructure improvements benefitting the Project.
 - (ii) The RABs shall have a reasonable capitalized interest period, not to exceed two years (2) from the date of issuance of the RABs.
 - (iii) For purposes of sizing the RABs, the assumed sales prices of the Units shall be those prices set forth in Exhibit 1 attached hereto, unless otherwise agreed to in writing by the Parties.
 - (iv) The indenture of trust (supplemental or otherwise) providing for the issuance of the RABs shall provide, at a minimum, that, to the extent the actual amount of aggregate Pledged Special Assessments payable by the owners of the Units upon sale of all Units (the “Actual Pledged Special Assessments”) is greater than the amount of the Pledged Special Assessments assumed at the time of issuance of the RABs (the “Projected Pledged Special Assessments,” and the difference between the Actual Pledged Special Assessments and the Projected Pledged Special Assessments, the “Surplus Pledged Special Assessments”), the City may, after receipt of a written request of the Master Developer, issue an additional series of RABs, to be primarily secured by the Surplus Pledged Special Assessments, and the terms and conditions of such RAB shall comport with (i)-(iv) above, to be set forth in the applicable indenture of trust. The use of the bond proceeds from any such issuance of RABs shall be as set forth in the Redeveloper Agreement.

6.02 City Defaults. The following shall constitute an Event of Default by the City: the failure of the City to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the City of written notice from the Entity specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the City is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

6.03 Entity Defaults. Any one or more of the following shall constitute an Event of Default by the Entity:

(a) Failure of the Entity to observe and perform any covenant, condition, representation, warranty or agreement hereunder, specifically including failure to meet the milestones in Section 4.02 and Section 4.03 hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the Entity of written notice from the City or Master Developer specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the Entity is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

(b) (i) The Entity shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Entity and shall not have been dismissed for a period of ninety (90) consecutive days; (iii) the Entity, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Entity has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Entity shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Entity, and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Entity, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Entity, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Entity, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; (ix) the Entity shall have suspended the transaction of its usual business for ninety (90) consecutive days.

(c) The Entity or its successor in interest shall (i) fail to pay any real estate taxes, payments in lieu of real estate taxes, the fees and special assessments set forth in Section 4.09 herein, or any other governmental assessments on the Project Site or any part thereof when due and such failure shall continue for a period of ten (10) consecutive days after notice thereof or, (ii)(a) place on the Project Site any encumbrance or lien unauthorized by this Subsequent

Developer Agreement, or (b) suffer any levy or attachment to be made, or any construction liens that have not been adequately bonded or collateralized, or any other unauthorized encumbrance or lien to attach, and with respect to (ii) (a) or (b), provision satisfactory to the City for removal or discharge of such unauthorized encumbrance or lien shall not have been made within sixty (60) days after written demand by the City to do so.

(d) There is, in violation of this Subsequent Developer Agreement, a transfer or assignment as prohibited in Article 5.

6.04 Remedies of City or Master Developer upon Event of Default by the Entity.

(a) Whenever any Event of Default by the Entity shall have occurred and be continuing, the City may terminate this Subsequent Developer Agreement, rescind any designation of the Entity as a Subsequent Developer or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement, provided that no remedy available to the City shall prohibit the Entity from completing sales of Units in the Project to contract purchasers in accordance with the terms of the preliminary offering statement approved by the New Jersey Department of Community Affairs, assert or impose liability on the Entity for special, indirect, consequential or punitive damages or assert or impose personal or individual liability on the affiliates, members, managers, officers and agents of the Entity.

(b) Whenever any Event of Default by the Entity shall have occurred and be continuing, the Master Developer may make a written request to the City to exercise any remedies available to the City in the Event of Default by the Entity, as set forth in Section (a), which request shall not be unreasonably denied by the City. If the City does not undertake to enforce this Subsequent Developer Agreement, within one hundred and twenty days (120) days of receipt of the written request or at least thirty (30) days prior to the expiration of any applicable appeal period that may apply to such enforcement, whichever shall be shorter, Master Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement

(c) In addition to, and not in limitation of, the remedies available to the City and to the Master Developer as set forth above, and notwithstanding any requirement of the City and the Master Developer to submit to binding arbitration to the contrary, the City or the Master Developer, as set forth above, may seek in a court of competent jurisdiction a temporary injunction or injunction to prevent: (i) any transfer or assignment not permitted pursuant to Article 5; or (ii) any action by the Entity in breach of covenants as set forth in Section 3.03(a) or 3.03(b).

6.05 Remedies of the Entity upon Event of Default. Whenever any Event of Default by the City or the Master Developer shall have occurred and be continuing, the Entity may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the City or the Master Developer under this Subsequent Developer Agreement.

6.06 Restoration of Status. In case any Party, as applicable, shall have proceeded to enforce its rights under this Subsequent Developer Agreement and such proceedings shall have

been discontinued or abandoned for any reason or shall have been determined adversely any Party, as applicable, then and in every such case, the Parties shall be restored respectively to their respective positions and rights hereunder, and all rights, remedies and powers of the Parties shall continue as though no such proceedings had been taken.

6.07 Failure or Delay by Any Party. Except as otherwise expressly provided in this Subsequent Developer Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

6.08 Remedies Cumulative. No remedy conferred by any of the provisions of this Subsequent Developer Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

ARTICLE 7 COOPERATION AND COMPLIANCE

7.01 Implementation of Subsequent Developer Agreement and Redevelopment Plan. The parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, and consents in order to satisfy the terms and conditions of this Subsequent Developer Agreement and the Redevelopment Plan as it applies to the Project and further agree to cooperate as may be reasonably requested by any Permitted Mortgagee of the Entity in connection with obtaining financing for the Project or a part thereof; provided, however, that all cost of such action shall be borne by the Entity.

ARTICLE 8 MORTGAGE FINANCING; RIGHTS OF THE MORTGAGEE

8.01 Mortgage Financing. Neither the Entity nor the owner of the Property may obtain and record a Mortgage for the Project prior to the execution and recordation of the Special Assessment Agreement, unless (a) the Mortgage contains an explicit provision providing that it shall be subordinate to the Special Assessment Agreement; and (b) in the event a Mortgage is recorded against the Property prior to the recording of the Special Assessment Agreement, the Special Assessment Agreement shall include the agreement and acknowledgment of the mortgagee that the Mortgage lien is subordinate to the lien of the Special Assessment Agreement. For purposes of clarification and to remove any doubt, (x) no consent of the issuer of any Mortgage for the Project, or the purchase money mortgage financing any unit within the Project, is required, so long as the Special Assessment Agreement has been recorded prior to the recording of any such Mortgage or purchase money mortgage and (y) nothing in this Agreement in any way restricts any Mortgage or purchase money mortgage, to the extent desired or permitted by the Entity, from being recorded as first lien mortgages, subordinate only to the lien of the Special Assessment Agreement and other municipal liens. The Entity further agrees to provide a copy of any proposed Mortgage to the Master Developer at least five (5) days prior to the execution of said Mortgage. Thereafter, all monies obtained in connection with any construction financing for the Project must be devoted

to the construction of improvements within the Project Site, related hard costs such as, but not limited to, land acquisition, and related soft costs such as interest, professional fees and filing fees. Upon completion of the Project, as evidenced by issuance of a Certificate of Completion for the Project, the Entity may refinance the Project Site without restriction.

8.02 Completion of Project by Mortgagee. Notwithstanding any of the provisions of this Subsequent Developer Agreement, including those which are or are intended to be covenants running with the land, any Permitted Mortgagee holding a Mortgage on the Project Site (including any such holder who obtains title to the Project Site or any part thereof as a result of foreclosure or other court proceedings, or action in lieu thereof, but not including (i) any other Party who thereafter obtains title to the Project Site from or through such holder or (ii) any purchaser at foreclosure sale), shall in no way be obligated by the provisions of this Subsequent Developer Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in this Subsequent Developer Agreement be construed to so obligate such holder; provided that nothing in this Article or any other Article or provision of this Subsequent Developer Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted under the Redevelopment Plan.

8.03 Notice to Mortgagee. If the City or Master Developer shall deliver any notice or demand to the Entity with respect to any Event of Default by the Entity of its obligations or covenants under this Subsequent Developer Agreement, the City or Master Developer shall forward a copy of such notice or demand to each Permitted Mortgagee holding any Mortgage authorized by this Subsequent Developer Agreement. The Entity shall promptly advise the City and Master Developer of the name and address of any Permitted Mortgagee upon the closing of any Mortgage loan to such Permitted Mortgagee.

8.04 Mortgagee's Right to Cure Default. After delivery of notice of an Event of Default, each Permitted Mortgagee shall (insofar as the rights of the City and Master Developer are concerned) have the right, at its option, to cure or remedy such Event of Default and to add the cost thereof to the Mortgage debt and the lien of its Mortgage; provided that, if the breach or default is with respect to construction of the Project, nothing contained in this Subsequent Developer Agreement shall be deemed to permit or authorize such Permitted Mortgagee, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the holder's security, including the improvements or construction already begun) without first having expressly assumed the obligation to the City, by written agreement reasonably satisfactory to the City, to complete, in the manner provided in this Subsequent Developer Agreement, the Project on the Project Site or the part thereof to which the lien, interest or title of such holder relates.

Any such Permitted Mortgagee opting to effect necessary cure action shall cure the Event of Default (i) within 30 days of receipt of notice of same in the case of a monetary default and (ii) within 60 days of receipt of notice of same in the case of a non-monetary default, unless same cannot reasonably be cured within such 60 day period and the Permitted Mortgagee commences the cure within the 60 day period and diligently pursues same to completion.

Any such Permitted Mortgagee who shall properly complete the Project or applicable part thereof shall be entitled, upon written request made to the City to receive the Certificate of Occupancy and the Certificate of Completion as set forth in this Subsequent Developer Agreement.

ARTICLE 9 MISCELLANEOUS

9.01 Conflict with Redeveloper Agreement. To the extent that (i) the rights and responsibilities of the Entity and obligations of the City contained in this Subsequent Developer Agreement are inconsistent with the rights and responsibilities of a Subsequent Developer or the obligations of the City as set forth in the Redeveloper Agreement then provisions of this Subsequent Developer Agreement shall govern. The City acknowledges that the Master Developer shall have no liability under this Subsequent Developer Agreement and that its acknowledgement of this Subsequent Developer Agreement is solely for the purpose of recognizing the Entity and the Project pursuant to the Redeveloper Agreement. Nothing contained in this Subsequent Developer Agreement modifies, alters or waives the rights of either the City or the Master Developer under the Redeveloper Agreement. No action or inaction by the Entity shall be imputed to be considered a breach, default, or violation of the Redeveloper Agreement by the Master Developer.

9.02 No Consideration for Agreement. The Entity warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Subsequent Developer Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Entity further warrants it has not paid or incurred any obligation to pay any officer or official of the City, any money or other consideration for or in connection with this Subsequent Developer Agreement.

9.03 Non-Liability of Officials and Employees. No member, official or employee of the City shall be personally liable to the Entity, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Entity or its successor, or on any obligation under the terms of this Subsequent Developer Agreement. No member, officer, or employee of the Entity shall be personally liable to the City under this Subsequent Developer Agreement.

9.04 Inspection of Books and Records.

(a) The City shall have the right at all reasonable times on reasonable advance notice to the Entity to inspect the books and records of the Entity pertinent to the requirements of this Subsequent Developer Agreement, including but not limited to construction contracts, books and records, leases, insurance policies, and agreements.

(b) The Entity shall have the right at all reasonable times to inspect the books and records of the City pertinent to the purposes of this Subsequent Developer Agreement.

(c) Such inspections must be performed at a time and in a manner as to not unreasonably interfere with the business operations of the Party whose books and records are being inspected.

9.05 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Subsequent Developer Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Entity and the City, and acknowledged by the Master Developer.

9.06 Recitals. The recitals contained in this Agreement contain statements of fact and/or expressions of intention by the Parties and are deemed to be part of the substance of this Agreement.

9.07 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

9.08 Title of Articles and Sections. The titles of the several Articles and Sections of this Agreement, as set forth in the Table of Contents or at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

9.10 Severability. The validity of any Articles and Section, clause or provision of this Subsequent Developer Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

9.11 Indemnification. The Entity, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless the Master Developer, the City, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third Party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting solely from or in connection with one or a combination of the following (i) any breach by the Entity or its agents, employees or consultants, of the Entity's obligations under this Subsequent Developer Agreement, or (ii) the acts or omissions of the Entity agents, contractors or subcontractors, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project.

9.12 Governing Law. The Subsequent Developer Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9.13 Waiver of Jury Trial. The Parties to this Subsequent Developer Agreement do hereby waive the right to a trial by jury with respect to any dispute or controversy concerning or arising as a consequence of this Agreement.

9.14 Notices. Any notice by a Party to this Subsequent Developer Agreement to another of the parties shall be deemed to have been properly given only if (i) delivered personally or (ii) sent by registered or certified mail return receipt requested in a postage paid envelope or (iii) sent by nationally recognized overnight delivery service to a Party at such Party's address set forth above or such other address as a Party may designate in writing. Notices shall be deemed to have been duly given when received by the addressee or upon the addressee's refusal to accept

delivery. The terms of this Section 9.14 shall apply to any Permitted Mortgagee upon such Permitted Mortgagee giving notice to the other parties of its identity and address.

9.15 Condemnation. The City is authorized under the Act to condemn property in a redevelopment area for the purpose of effectuating a redevelopment project; however, pursuant to Section 17.2 of the Redeveloper Agreement, the City has contractually agreed not to exercise its eminent domain powers concerning any property within the Boardwalk Area or the Prime Renewal Area of the Redevelopment Plan without Master Developer's consent. ..

IN WITNESS WHEREOF, the parties have executed this Subsequent Developer Agreement as of the date first written above.

[SEAL]

Attest:

THE CITY OF ASBURY PARK

By: _____
Cindy Dye
City Clerk

By: _____
John Moor
Mayor
Date: _____

Witness:

REGIONAL DEVELOPMENT GROUP

By: _____
[name]
[title]
Date: _____

ASBURY PARTNERS, LLC

By: _____

EXHIBIT 1

Declaration of Covenants and Restrictions

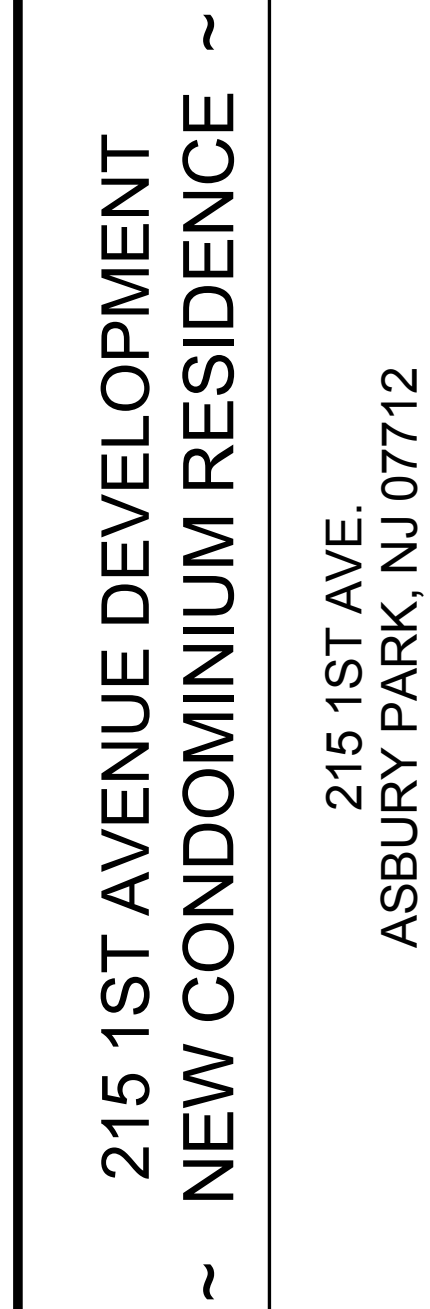
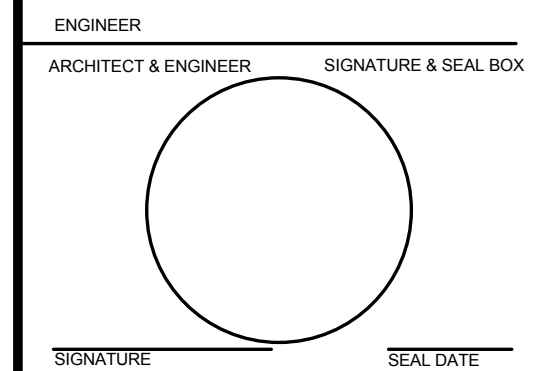
EXHIBIT 2
Assumed Unit Pricing

Exhibit A



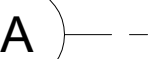
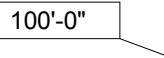
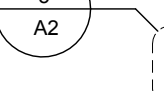
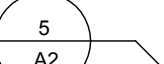
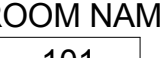
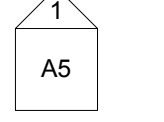
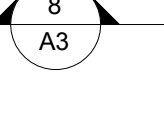
mode
Monmouth Ocean Design Experts

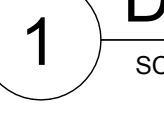
DANIEL M. CONDATORE, RA
619 LAKE AVE, 3RD FLOOR
ASBURY PARK, NJ
732-800-1958
E: dcondatore@mode-arch.com
NJ LICENSE #21A10798000



PROJECT CONTACTS	
OWNER FIRST AVENUE DEVELOPMENT, LLC 305 BOND ST. 3RD FLOOR ASBURY PARK, NJ 07712 TRIP BROOKS E-MAIL: tripbrooks@gmail.com	CIVIL LANDMARK SURVEYING & ENGINEERING 813 MAIN ST AVON-BY-THE-SEA, NJ 07717 TRIP BROOKS E-MAIL: landmarksoptimum.net T: 732.775.8558
ARCHITECT MODE ARCHITECTS, LLC 619 LAKE AVE. 3RD FLR ASBURY PARK, NJ 07712 DANIEL M. CONDATORE, RA E-MAIL: dcondatore@mode-arch.com T: 732.800.1958	LANDSCAPE ARCHITECT MEILLO + BAUER ASSOCIATES, INC. 200 UNION AVE BRIELLE, NJ 08730 LYNN YAHIA E-MAIL: lyahia@meillondaubauer.com T: 732.528.0664
MECHANICAL, ELECTRICAL, & PLUMBING DIAL ASSOCIATES 256 INDUSTRIAL WAY WEST EXTON TOWNSHIP, NJ 07724 CONTACT: ANDRE BIER E-MAIL: abier@diaassociates.com T: 732.877.5023	ATTORNEY LAW OF OFFICE OF KEVIN E. KENNEDY, LLC 165 STATE HWY 35 RED BANK, NJ 07701 KEVIN KENNEDY E-MAIL: kennedyjlaw@kevinkennedylaw.net T: 732.586.1099
STRUCTURAL 3D ENGINEERING & CONSTRUCTION CORP. 1670 ROUTE 34N, SUITE 3A WALL TOWNSHIP, NJ 07727 LINO DeALMEIDA E-MAIL: ldealmeida@3dengineering.com T: 732.598.4303	INTERIOR DESIGNER PINE + COMSTOCK ASBURY PARK, NJ 07712 RENDERING ARTIST IN CONCEPT DESIGN E-MAIL: catask@inconceptdesign.com T: 937.279.7255

SYMBOLS LEGEND

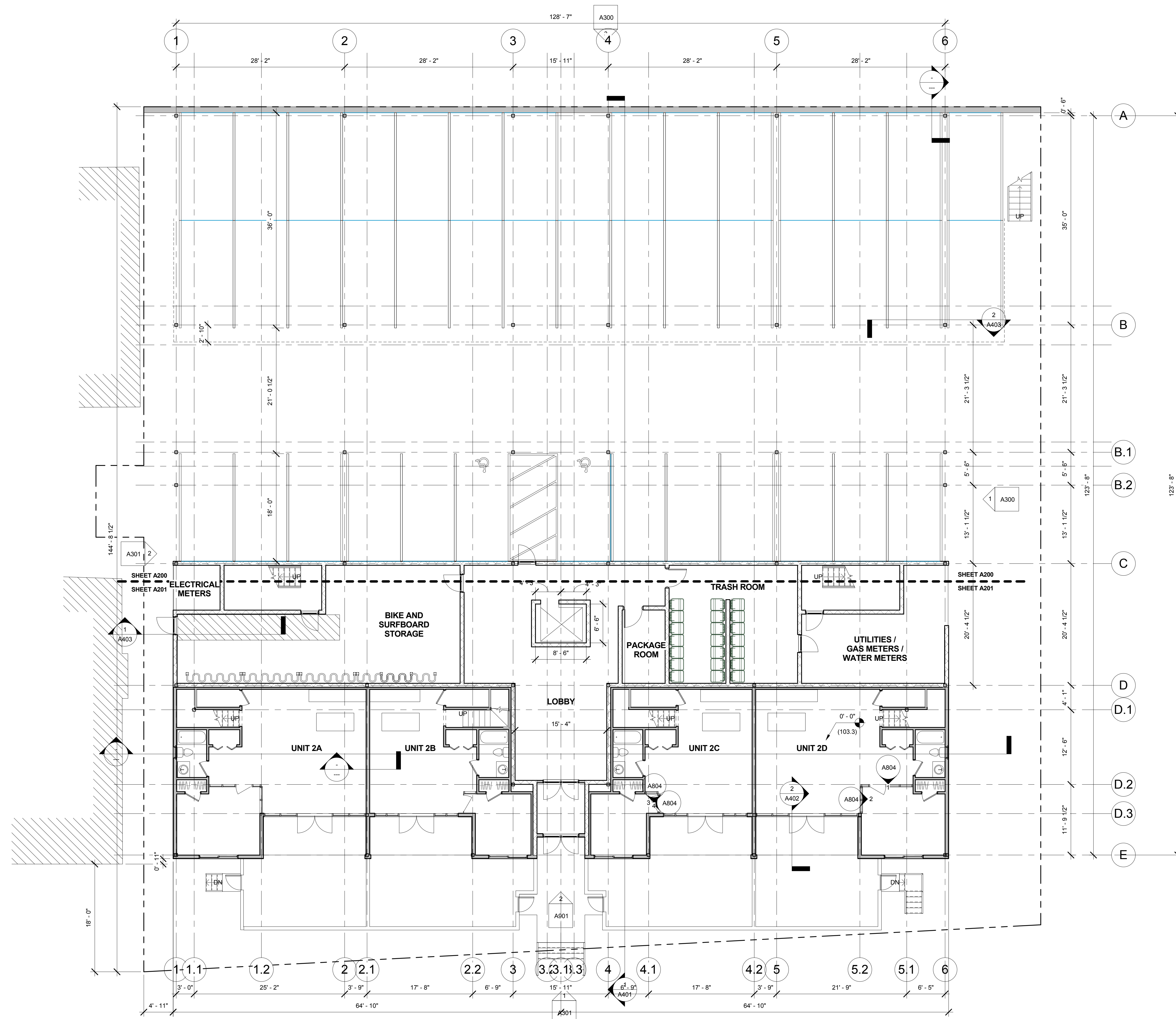
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1 ——— **DETAIL NAME**

SCALE

Attachment: 215 First Ave - Architectural Drawing Set - 2018-12-19 Exhibit A (2019-258 : Subsequent Developer Agreement Regional Development Group, LLC Block 3901, Lot 11 (215 First Ave.))



① GROUND LEVEL PLAN
1/8" = 1'-0"

215 1ST AVENUE DEVELOPMENT
~ NEW CONDOMINIUM RESIDENCE ~
215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

PROJECT
LOCATION

No.	REVISIONS / ISSUES	DATE
	TRC SUBMISSION	11/12/18

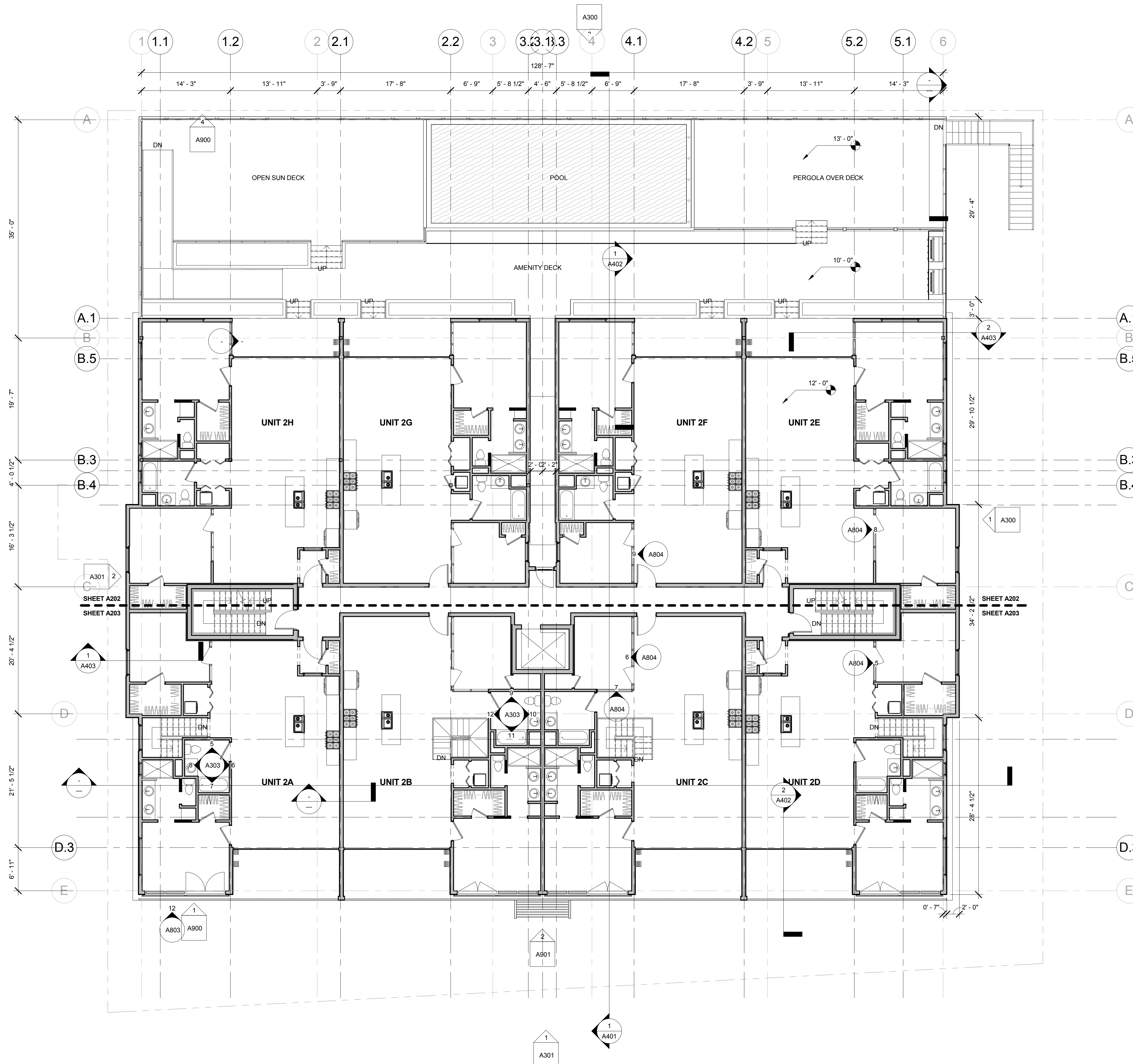
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DRAWN BY: DMC

SCALE:
DRAWING TITLE:

2ND FLOOR PLAN

DRAWING NO:

A101



1 2ND FLOOR PLAN
1/8" = 1'-0"

mode

Monmouth Ocean Design Experts

DANIEL M. CONDATORE, RA

619 LAKE AVE, 3RD FLOOR

ASBURY PARK, NJ

732-800-1958

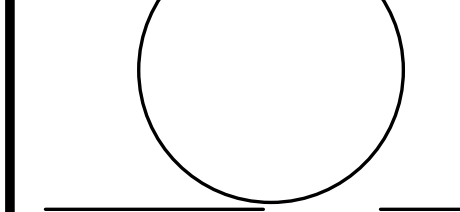
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NJ LICENSE #21A0798000

ENGINEER

ARCHITECT & ENGINEER

SIGNATURE & SEAL BOX



SIGNATURE SEAL DATE

215 1ST AVENUE DEVELOPMENT
~ NEW CONDOMINIUM RESIDENCE ~

215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

PROJECT
LOCATION

No.	REVISIONS / ISSUES	DATE
	TRC SUBMISSION	11/12/18

CHECKED BY: DMC DRAWN BY: DMC

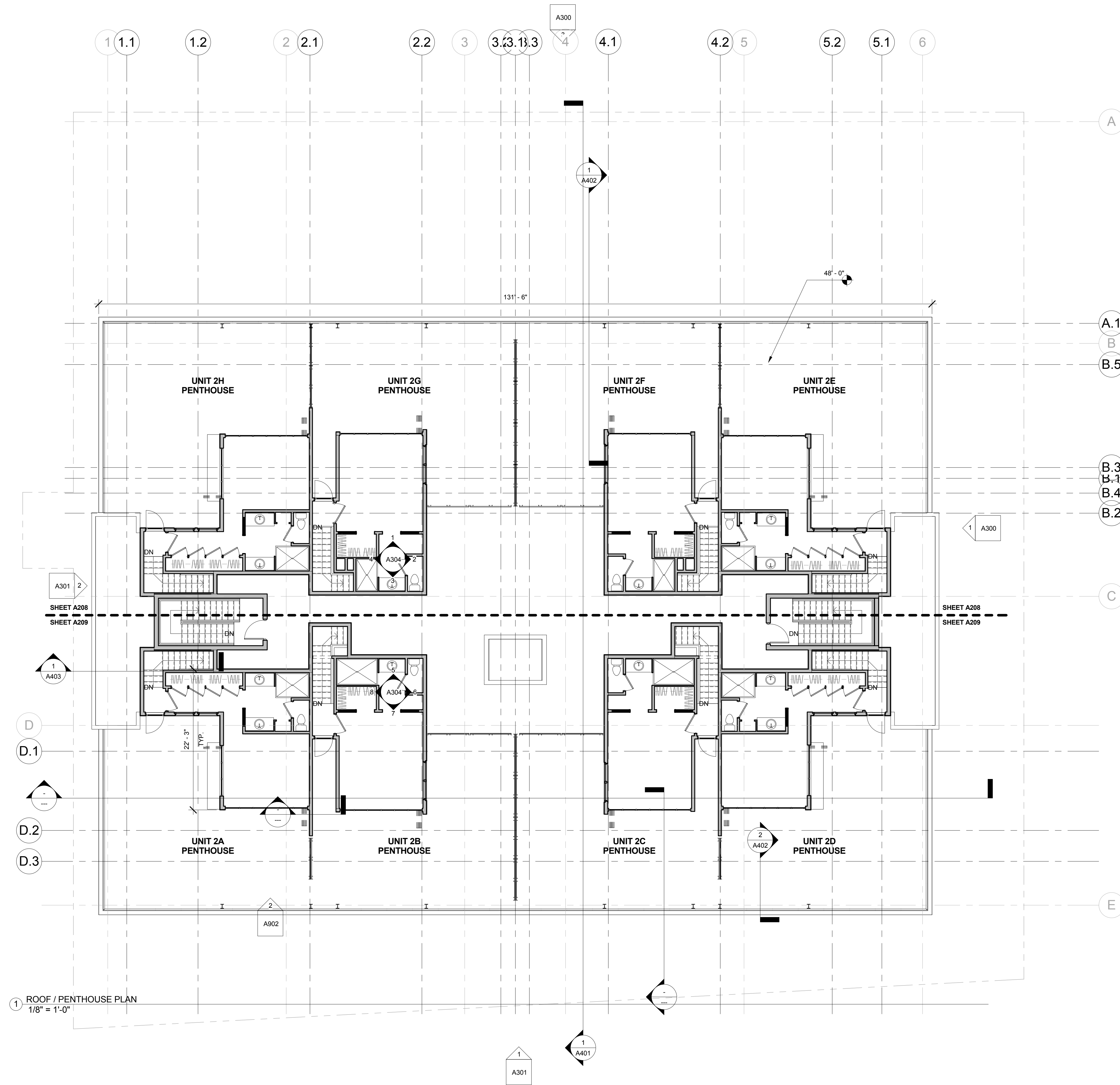
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ROOF /
PENTHOUSE PLAN

DRAWING NO:

A104



mode

Monmouth Ocean Design Experts

DANIEL M. CONDATORE, RA

619 LAKE AVE, 3RD FLOOR

ASBURY PARK, NJ

732-800-1958

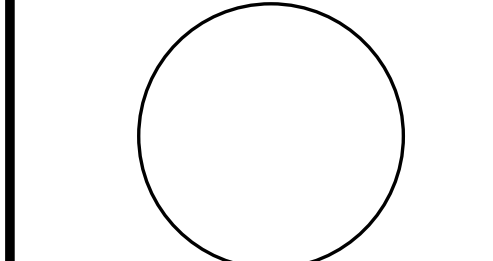
E: dcondatore@mode-arch.com

NJ LICENSE #21A0798000

ENGINEER

ARCHITECT & ENGINEER

SIGNATURE & SEAL BOX



SIGNATURE

SEAL DATE

215 1ST AVENUE DEVELOPMENT
NEW CONDOMINIUM RESIDENCE

215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

PROJECT
LOCATION

No.	REVISIONS / ISSUES	DATE
	TRC SUBMISSION	11/12/18

CHECKED BY

DMC

DRAWN BY

DMC

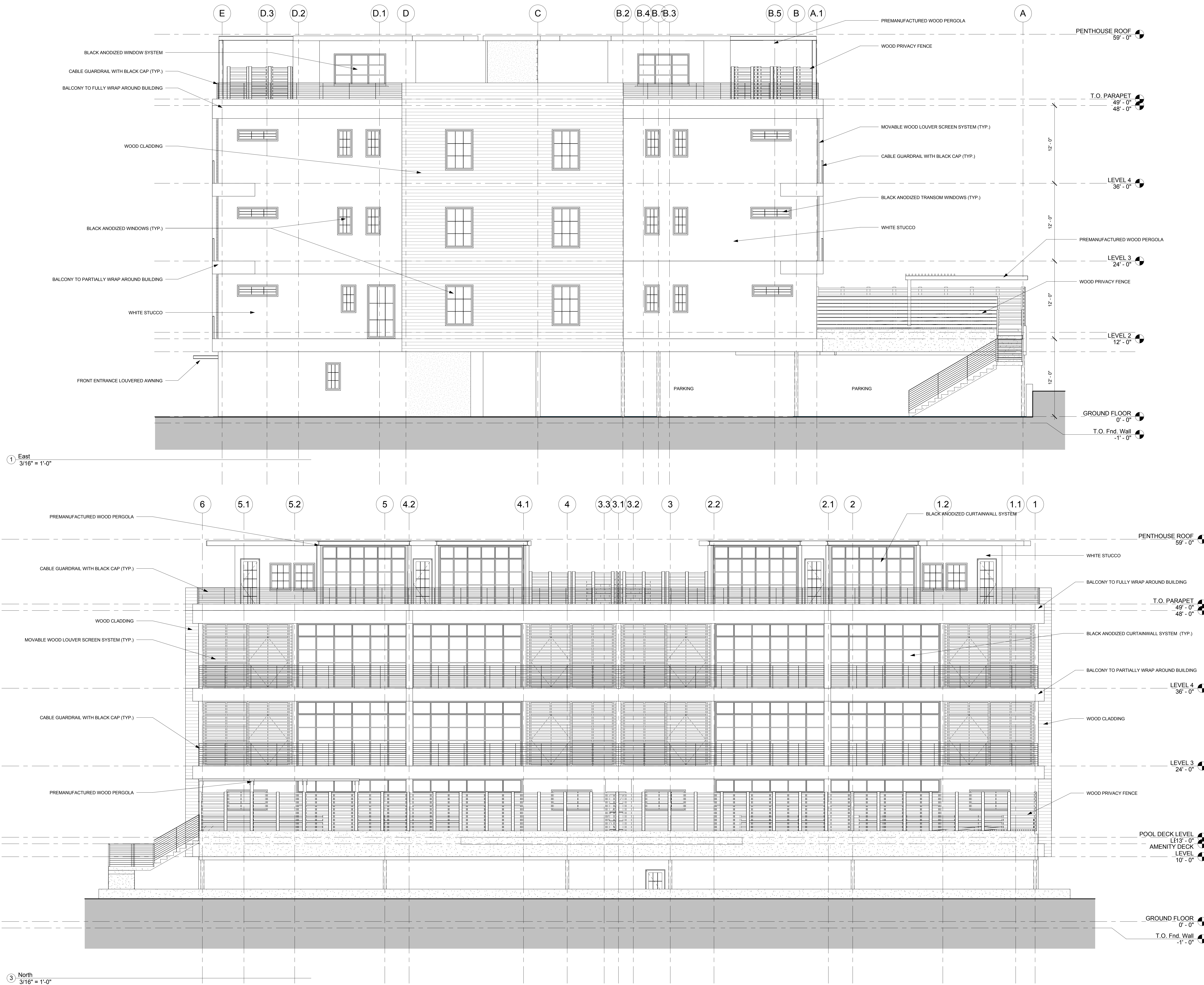
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BUILDING
ELEVATIONS

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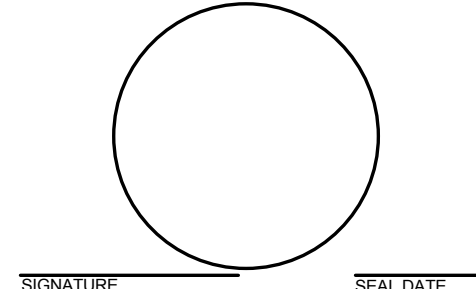
mode

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DANIEL M. CONDATORE, RA
619 LAKE AVE, 3RD FLOOR
ASBURY PARK, NJ
732-800-1958
E: dcondatore@mode-arch.com
NJ LICENSE #21A0798000

ENGINEER

ARCHITECT & ENGINEER

SIGNATURE & SEAL BOX



SIGNATURE

SEAL DATE

215 1ST AVENUE DEVELOPMENT
NEW CONDOMINIUM RESIDENCE

215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

No.	REVISIONS / ISSUES	DATE
	TRC SUBMISSION	11/12/18

CHECKED BY DMC	DRAWN BY DMC
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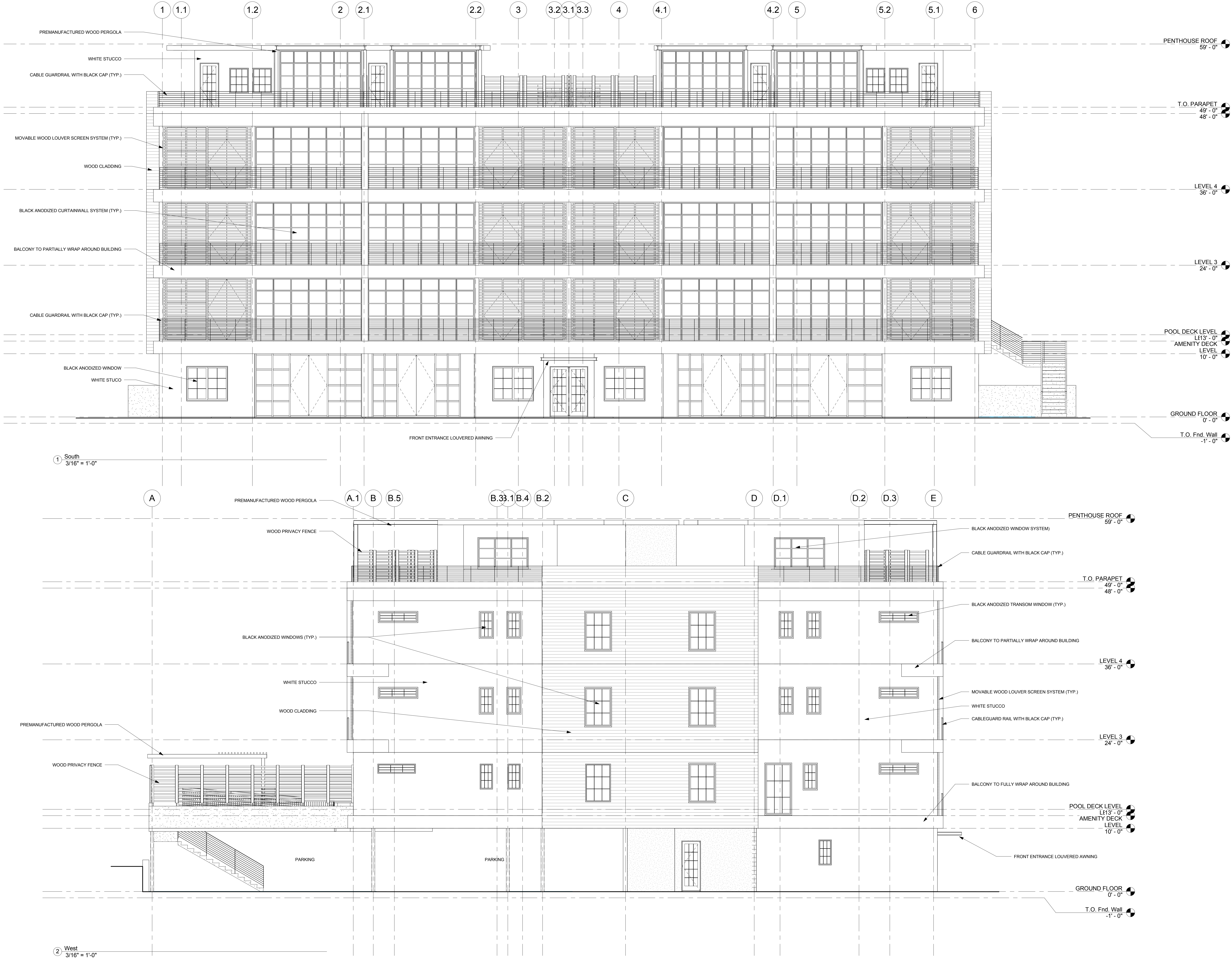
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DRAWING TITLE:

BUILDING
ELEVATIONS

DRAWING NO:

A301



mode
Monmouth Ocean Design Experts
DANIEL M. CONDATORE, RA
619 LAKE AVE, 3RD FLOOR
ASBURY PARK, NJ
732-800-1958
E: dcondatore@mode-arch.com
NJ LICENSE #21A0798000

ENGINEER
ARCHITECT & ENGINEER
SIGNATURE & SEAL BOX
SIGNATURE
SEAL DATE

215 1ST AVENUE DEVELOPMENT
~ NEW CONDOMINIUM RESIDENCE ~
215 1ST AVE.
ASBURY PARK, NJ 07712

No.	REVISIONS / ISSUES	DATE
	TRC SUBMISSION	11/12/18



1 Section 16
1/4" = 1'-0"



RESOLUTION NO. 2019-285

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

AUTHORIZE SUBMISSION OF A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE GRANT FUNDING UNDER THE 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) PROGRAM

WHEREAS, the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance has posted the availability of grant funds for the 2019 Edward Byrne Memorial Justice Assistance Grant Funding, which provides a no match funding source to local units of government for law enforcement and justice initiative purposes. The aggregate of the available funds for the eligible Monmouth County Municipalities is \$51,346 and the City of Asbury Park is eligible to share in this funding.

WHEREAS, the City of Asbury Park Police Department desires to apply for this program for the purpose of maintaining and/or advancing public safety and maintaining and/or improving the efficiency of the Police Department

WHEREAS, the Asbury Park Police Department has expressed a desire to be the lead applicant for the three eligible Monmouth County municipalities (Township of Neptune, City of Long Branch and the City of Asbury Park), and will receive \$26,674 of the eligible funding, the Township of Neptune will receive \$14,920 and the City of Long Branch will receive \$9,752.

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Asbury Park, County of Monmouth, State of New Jersey hereby authorizes the submission of a 2019 Edward Byrne Memorial Justice Assistance Grant grant application on behalf of the City of Asbury Park, Township of Neptune and City of Long Branch, and the mayor or his designee is authorized to enter into any Memorandums of Understanding or Inter Local Agreements in furtherance of this application,

BE IT FURTHER RESOLVED that the Mayor, Clerk and Acting Chief of Police are hereby authorized to execute the required grant application and to provide submittal's and documentation as required by the United States Department of Justice; and,

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the City Manager, Chief Financial Officer, and the Deputy Chief of Police of the City of Asbury Park.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-285 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

CERTIFIED BY ME THIS 15th DAY OF August, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2019-286

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

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

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

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

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

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

Whereas, with the above in mind, the Mayor and Council wish to make the following appointments to the Zoning Board of Adjustment, effective as of the date of this resolution.

Now, Therefore, Be It Resolved, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

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

Christopher Gonzalez-Term to expire on December 2020

Jill Potter - Term to expire on December 31, 2021

2. Effective as of the date of this resolution, the following resident(s) of the City of Asbury Park is/are hereby appointed as alternate member(s) of the Zoning Board of Adjustment, for a term of two (2) years:

Timothy Szlyk- Term to expire December 31, 2019

2. A certified copy of this Resolution shall be provided to each of the following:
 - a. Each Appointee referenced above.
 - b. Zoning Board of Adjustment Secretary.
 - c. Michael N. Capabianco, City Manager.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-286 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

CERTIFIED BY ME THIS 15th DAY OF August, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

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

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



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

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

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

NAME Jill Potter
HOME ADDRESS 1109 Sunset Ave Asbury Park NJ
PHONE 732.693.5882 EMAIL Jill.Potter9@gmail.com

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

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

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

Former member of: AP Historical Society ('04-ish); Former (and one of the founding members of Q-Spot ('03-'06 ish); Road Trip (Chairperson '04-'08); Owner operator of several part-time businesses including a landscaping co, an event production company and a K-9 behavioral co. And one of the founding members of AP Nextdoor.

EDUCATION BS, Criminal Justice, Trenton State College, '88

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

Zoning Board

PLEASE LIST ANY CONFLICTS YOU MAY HAVE IF CHOSEN TO SERVE

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

SIGNATURE _____ DATE _____

GUIDELINES FOR APPLYING FOR A BOARD, COMMITTEE OR COMMISSION

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



RESOLUTION NO. 2019-287

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

RESOLUTION APPROVING AN APPOINTMENT TO THE CITY OF ASBURY PARK GREEN TEAM

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

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

Whereas, the City Manager or his/her designee shall serve as chairperson.

Now, Therefore, Be It Resolved by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That the following individual is hereby appointed to serve on the Green Team for a period as needed:

Tara Gyorfy

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-287 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK

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



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

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

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

APPLICATION FOR APPOINTMENT AS A CITIZEN TO A BOARD OR COMMISSION

PERSONAL INFORMATION

Name: Tara Gyorfy

Home Address: 907 Bergh Street, Asbury Park, NJ 07712

Phone Number (one you can be reached at majority of time): 732-789-5422

Email Address: tmgyorfy@yahoo.com

Do you resident within the City of Asbury: X Yes ____ No
Are you 18 years of age or older: X Yes ____ No

EXPERIENCE (attached Resume optional):

Civic Activities (Include other Boards/Commissions): _____

I was on the Board of Directors for the Liberty Humane Society back in 2009.

EDUCATION: Project Manager - Construction

STATEMENT OF INTEREST (Please list the Boards/Commissions you are interested in serving, experience you may have and why you wish to serve on a particular Board/Commission:

In my profession I have acted as a LEED consultant of new buildings and renovations. This has sparked my interest in Green Designs and Concepts. I also have a great interest in zero-waste and recycling. I'd like to bring my enthusiasm and ideas to this Board.

PLEASE LIST ANY CONFLICTS YOU MAY HAVE IF CHOSEN TO SERVE ON A BOARD OR COMMISSION:

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

Signature: Jana Gyongy Date: 7/31/19

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2019-34**

**BOND ORDINANCE AMENDING AND SUPPLEMENTING
BOND ORDINANCE NUMBER 2019-7 (WHICH PROVIDES
FOR PARKING 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
MARCH 13, 2019, TO INCREASE THE APPROPRIATION
BY \$135,000 AND TO INCREASE THE AUTHORIZATION
OF BONDS OR NOTES BY \$135,000**

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

SECTION 1. The bond ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"), heretofore finally adopted by the City Council thereof on March 13, 2019, numbered 2019-7 and entitled, "BOND ORDINANCE PROVIDING FOR PARKING UTILITY IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$440,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$440,000 IN BONDS OR NOTES TO FINANCE THE COST THEREOF" (the "Original Ordinance"), which Original Ordinance is hereby amended and supplemented, as follows:

SECTION 2. For the improvements or purposes set forth in Section 3(a) of the Original Ordinance, as amended and supplemented hereby, there is hereby appropriated the additional sum of \$135,000. Therefore, the total appropriation of the Original Ordinance, as amended and supplemented hereby, shall be increased by \$135,000 from \$440,000 and shall equal the amount of \$575,000, said sum being inclusive of all appropriations heretofore made in the Original Ordinance, as amended and supplemented hereby.

SECTION 3. (a) In order to finance the additional cost of the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, additional negotiable bonds or notes of the City in the amount of \$135,000 are hereby authorized to be issued by the City, such that the total authorization of negotiable bonds or notes to be issued by the City for the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, shall be increased by \$135,000 from \$440,000 and shall equal the amount of \$575,000. Pursuant to the provisions of N.J.S.A. 40A:2-7(h) and N.J.S.A. 40A:2-11(c), as amended and supplemented, no down payment is required for the improvements or purposes set forth in Original Ordinance, as amended and supplemented hereby, as the Parking Utility of the City of self-liquidating.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes set forth in Section 3 the Original Ordinance, as amended and supplemented hereby, is equal to \$575,000.

(c) The estimated cost of the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, is equal to \$575,000.

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

SECTION 5. The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed

duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided for in this amendatory and supplemental bond ordinance by \$135,000 and the said obligations authorized herein will be within all debt limitations prescribed by law.

SECTION 6. Section 7(d) of the Original Ordinance is hereby amended to read as follows: “(d) An aggregate amount not exceeding \$200,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.”

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

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

SECTION 9. The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the

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

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

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

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

**ADOPTED ON FIRST READING
DATED: August 14, 2019**

**MELODY HARTSGROVE,
Deputy Clerk of the City of Asbury Park**

**ADOPTED ON SECOND READING
DATED: September 11, 2019**

**MELODY HARTSGROVE,
Deputy Clerk of the City of Asbury Park**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2019.

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

DATED: August 14, 2019

CINDY A. DYE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2019

JOHN MOOR,
Mayor of the City of Asbury Park



**Asbury Park, New Jersey
ORDINANCE NO. 2019-35**

**A CAPITAL ORDINANCE APPROPRIATING THE SUM OF \$119,000 FOR MILLING
AND PAVING OF VARIOUS ROADS IN THE CITY OF ASBURY PARK**

BE IT ORDAINED, by the City Council of the City of Asbury Park in the County of Monmouth, New Jersey (not less than two-thirds of all members thereof affirmatively concurring) as follows:

SECTION 1. The improvements described in Section 2 of this Ordinance are hereby respectively authorized as general improvements to be made by the City of Asbury Park, New Jersey, for the said improvements or purposes stated in Section 2, there is hereby appropriated the sum of money therein stated as the appropriation made for said improvements or purposes, said sum being inclusive of all appropriations therefore made thereof and amounting in the aggregate to \$119,000 which is now available in capital surplus.

SECTION 2. The City of Asbury Park, in the County of Monmouth, State of New Jersey, is hereby authorized to provide for the following:

Milling and paving of various roads within the City of Asbury Park \$118,500

Services associated with the 2:20 costs including advertising of this Ordinance \$500

Total Appropriation and Estimated Costs \$119,000

SECTION 3. It is hereby determined and stated:

(a) That said purposes are not a current expense. That the same are improvements which the municipality may lawfully make and that no part of the cost of said improvements has been or shall be specifically assessed on properties specifically benefited.

(b) It is not necessary to finance said appropriations by the issuance of obligations by the City of Asbury Park pursuant to the Local Bond Law of the State of New Jersey, for the reason that monies sufficient to cover the appropriations thereof shall be available from capital surplus in the amount of \$119,000.

SECTION 4. The Capital Budget of the City of Asbury Park is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing all detail of the amended or temporary Capital Budget and capital program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and is available for public

inspection.

SECTION 5. The sum of \$119,000 is hereby appropriated for the aforementioned purposes.

SECTION 6. It is hereby determined and stated that no supplemental debt statement is required to be made and signed in connection with said appropriations, since the gross debt of the municipality, as defined under the Local Bond Law, is not increased by this Ordinance and no obligations in the matter of notes or bonds are authorized by this Ordinance.

SECTION 7. This Ordinance shall take effect after publication thereof and final passage as required by law.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-35 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-36**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING CHAPTER VII OF THE CODE OF THE CITY OF ASBURY PARK
REGARDING TRAFFIC AND PARKING REGULATIONS**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning alternate side parking within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee on a continuous basis; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended parking regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-12 PARKING PROHIBITED FOR STREET CLEANING.

No person shall cause or permit to be parked any motor vehicle upon any street between the specified hours and days described. (2000 Code 7-12; Ord. No. 2702; Ord. No. 2823; New)

<i>Name of Street</i>	<i>Sides</i>	<i>Hours and Days</i>	<i>Location</i>
Washington Avenue	North	9:00 a.m. – 11:00 a.m. Mondays	Ridge Avenue to Prospect Avenue
	South	9:00 a.m. – 11:00 a.m. Fridays	Ridge Avenue to Prospect Avenue

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-36 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-37**

AN ORDINANCE AUTHORIZING THE CITY OF ASBURY PARK TO GRANT A 5-YEAR ABATEMENT FOR PROPERTY DESIGNATED AS BLOCK 1101, LOTS 41 AND 42, AND AUTHORIZING THE MAYOR AND MUNICIPAL CLERK TO EXECUTE THE ATTACHED AGREEMENT.

WHEREAS, P.L. 1991, C. 441, N.J.S.A. 40A:21-1, *et seq.*, enables municipalities which have been designated as in need of rehabilitation to exempt and/or abate local property taxes imposed upon eligible dwellings, commercial and industrial structures; and

WHEREAS, the entire area of the City of Asbury Park (the “City”) has been designated by the Department of Community Affairs to be an area in need of rehabilitation and is an area endangered by blight and in need of rehabilitation as measured by physical deterioration of buildings and the maintenance thereof, the age of building stock and other structures and arrearages in real property taxes due on buildings, structures and land; and

WHEREAS, the City Council of the City of Asbury has determined that it is in the best interests of the City to encourage the renovation, rehabilitation and new construction of commercial and industrial structures, and residential buildings; and

WHEREAS, the City adopted Ordinance No. 3059 on March 5, 2014 to permit the granting of exemptions/abatements to eligible properties under N.J.S.A. 40A:21-1, *et seq.*; and

WHEREAS, an application was submitted on December 27, 2018 by Brother In The Blue, LLC (hereinafter “the Applicant”), seeking a 5-year abatement under N.J.S.A. 40A:21-1, *et seq.*, for property to be designated as 1317-1319 Springwood Avenue, City of Asbury Park and identified on the Asbury Park Tax Map as Block 1101, Lots 41 and 42 (hereinafter collectively referenced as the “subject property”); and

WHEREAS, the City Council of the City of Asbury Park, by Resolution adopted on August 14, 2019, approved the application of the Applicant and authorized the preparation of a Financial Agreement and proposed Ordinance to formalize an abatement agreement pursuant to N.J.S.A. 40A:21-1, *et seq.* and Ordinance No. 3059.

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

1. That the City hereby approves the Financial Agreement attached hereto as Exhibit “A” (the “Agreement”), and providing for a 5-year abatement under N.J.S.A. 40A:21-1, et seq., to the Applicant for property to be designated as 1317-1319 Springwood Avenue, City of Asbury Park, State of New Jersey, and identified on the Tax Map as Block 1101, Lots 41 and 42, and authorizes the Mayor to execute and the Municipal Clerk to attest the attached Agreement on behalf of the City, or one which is substantially similar thereto and which meets with the approval of the City Attorney.
2. In the event the City implements a revaluation or reassessment during the abatement period for the subject property, the abatement herein granted shall continue to apply but at a valuation level consistent with the revaluation or reassessment as determined by the City’s Tax Assessor.
3. The granting of an abatement for the subject property shall not prejudice the right of the City, by and through its Tax Assessor, to appropriately examine and revise the assessment during the 5-year abatement period in the event the base assessment requires adjustment due to market influences.
4. At the termination of this Financial Agreement for tax abatement authorized pursuant to this Ordinance, the subject property shall be subject to all applicable real property taxes as provided by State laws and regulations and local ordinances, provided that nothing herein shall be deemed to preclude the subject property at the termination of the Financial Agreement from qualifying for and receiving the full benefits of any other tax preference permitted by law.
5. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
6. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
7. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of

ORDINANCE NO. 2019-37 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK

**FINANCIAL AGREEMENT BETWEEN BROTHER IN THE BLUE, LLC AND
THE CITY OF ASBURY PARK FOR A 5-YEAR ABATEMENT FOR
BLOCK 1101, LOTS 41 AND 42, TO BE DESIGNATED AS
1317-1319 SPRINGWOOD AVENUE.**

THIS AGREEMENT, made as of this _____ day of _____, 2019, by and between BROTHER IN THE BLUE, LLC, an entity having its principal office at 1002 Fifth Avenue, Asbury Park, New Jersey 07712 (hereinafter the “Applicant” or “Entity”), and the CITY OF ASBURY PARK, a Municipal Corporation in the County of Monmouth and the State of New Jersey, with its principal office located at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter the “City”).

WITNESSETH:

WHEREAS, the Applicant filed an application (the “Application”) with the City on December 27, 2018 seeking a Five-Year Property Tax Abatement under N.J.S.A. 40A:21-1, *et seq.*, for new commercial construction to be undertaken at the property to be designated as 1317-1319 Springwood Avenue, Asbury Park, New Jersey, further identified as Block 1101, Lots 41 and 42 on the Official Tax Map of the City of Asbury Park, New Jersey (hereinafter collectively referenced as the “Subject Property”); and

WHEREAS, the City does hereby grant its approval for a property tax abatement for the Subject Property upon the terms and conditions hereinafter set forth.

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

Article I – General Provisions

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Five-Year Exemption and Abatement Law, as amended and supplemented (N.J.S.A. 40A:21-1, et seq.), being referred to herein as the “Act.” It is understood and agreed that the City expressly relies upon the facts, data and representations contained in the application attached hereto in granting this tax abatement.

Section 1.2 General Definitions

Unless otherwise specifically provided or the context otherwise requires, the terms defined in the Act shall apply to this Agreement.

- (a) Entity – Entity refers to Brother In the Blue, LLC, the owner of the Subject Property, and any subsequent purchaser or successor in interest of the Subject Property that is deemed by the City to be subject to this Agreement.
- (b) The Subject Property – The property subject to this Agreement is to be designated as 1317-1319 Springwood Avenue, Asbury Park, New Jersey, and is identified on the Tax Map as Block 1101, Lots 41 and 42.
- (c) Payments in Lieu of Full Property Taxes – Said payments refer to the amount the Entity has agreed to pay the City in lieu of full local property taxes normally imposed upon the Subject Property, as more fully defined in Section 4.1 hereof.
- (d) Certificate of Occupancy – Document issued by the City authorizing occupancy of a building.
- (e) City – The reference to the term City within this Agreement relates to the City of Asbury Park.

- (f) Default – The term default shall encompass the failure of the Entity to perform any obligation imposed upon the Entity by the terms of the herein Agreement or under the Act.
- (g) The Added Assessment Law – Said law relates to the provisions of N.J.S.A. 54:4-63.1, *et seq.*
- (h) The Omitted Assessment Law – Said law relates to the provisions of either N.J.S.A. 54:4-63.12, *et seq.*, referred to as the original omitted assessment law, or N.J.S.A. 54:4-63.31, *et seq.*, referred to as the alternate method.
- (i) Improvements – Any building, structure or fixture permanently affixed to the land.
- (j) In Rem Tax Foreclosure – A summary proceeding by which the City may enforce the lien for taxes due and owing by a tax sale. Said foreclosure procedure is governed by N.J.S.A 54:5-1, *et seq.*
- (k) Act – The term Act shall refer to the Five-Year Exemption and Abatement Law, as amended and supplemented, N.J.S.A. 40A:21-1, *et seq.*, and all other relevant federal, state and municipal statutes, ordinances, resolutions, rules and regulations.
- (l) Project – The Project consists of the construction of a commercial improvement at the Subject Property. Specifically, the Project is a new 2-story building to be utilized as an arts and crafts center consisting of work and gallery/retail space for various art forms, along with a live-work artist studio.
- (m) Pronouns – He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as proper meaning requires.

- (n) Completion – This term refers to the project being substantially ready for its intended use as a commercial facility.
- (o) Termination – Any act or omission which, by operation of the terms of the herein Agreement, shall cause the Entity to relinquish the 5-year tax exemption/abatement under this Agreement.

Section 1.3 Exhibits Incorporated

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

Article II – Approval

Section 2.1 Approval of Tax Abatement

The City has granted and does hereby grant its approval for a tax abatement for the Project to be developed and to be maintained under the provisions of the Act on the premises described in said Application commonly known and designated as Block 1101, Lots 41 and 42 on the Official Tax Map of the City of Asbury Park, New Jersey.

Section 2.2 Approval of Abatement

Approval is granted to the Entity for a five-year abatement for the contemplated Project on the lands referred to above pursuant to N.J.S.A. 40A:21-1 and Ordinance No. 3059 of the City of Asbury Park.

Article III – Duration of Agreement

Section 3.1 Term

So long as there is compliance with the Act and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for five (5) years, commencing from the first of the year following the date of completion of the Project. The

Agreement shall only be in effect during the period of the Project's operation as described in the Application and shall continue in force only while said Project site is owned by the Entity. In no case shall this Agreement remain in effect longer than five (5) years from the date of commencement of this Agreement. Upon termination of this Agreement, the tax abatement for the Project shall expire and the land and the improvements thereon shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the City under the Added Assessment Law, Omitted Assessment Law, or Local Property Tax Law, as applicable.

In the event the Entity is no longer the owner of the Subject Property, this abatement shall terminate. However, in accordance with Section 7.3 of this Agreement, the City reserves the right to continue the Agreement in the event the new ownership properly notifies the City of such ownership and submits an application to the City Clerk and Tax Assessor of the City requesting a continuation and assignment of this Agreement.

Article IV – Annual Payment In Lieu of Taxes

Section 4.1 Annual Payment in Lieu of Taxes

- (a) In consideration of the aforesaid abatement from local property taxation on the Project, the Entity shall make Payments In Lieu of Taxes to the City pursuant to N.J.S.A. 40A:21-10 as follows:
- (1) In the first full year after completion, no payment in lieu of taxes otherwise due.
 - (2) In the second full year after completion, an amount not less than 20% of taxes otherwise due.

- (3) In the third full year after completion, an amount not less than 40% of taxes otherwise due.
 - (4) In the fourth full year after completion, an amount not less than 60% of taxes otherwise due.
 - (5) In the fifth full year after completion, an amount not less than 80% of taxes otherwise due.
- (b) In the event the City implements a municipal-wide or neighborhood revaluation or reassessment during the abatement period for the Subject Property, the abatement granted herein shall continue to apply but at a valuation level consistent with the revaluation or reassessment program implemented.
 - (c) The granting of an abatement for the Subject Property shall not prejudice the right of the City to appropriately examine and revise the assessment for the subject property during the 5-year abatement period in the event the base assessment requires adjustment by the Asbury Park Tax Assessor due to market influences

Section 4.2 Quarterly Installments

The Entity expressly agrees that the aforesaid Payment In Lieu of Taxes shall be made in quarterly installments on those dates when real estate tax payments are due. In the event that the Entity fails to so pay, the amount unpaid shall bear the interest rate prescribed by statute for delinquent Local Property Taxes.

Section 4.3 Remedies for Non-Payment

The Entity's failure to make the requisite Payment In Lieu of Taxes and/or sewer and water change payments in a timely manner shall constitute a violation and breach of this Agreement and the City shall, among its other remedies, have the right to proceed against the

property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, *et seq.* In addition, the City may terminate this Agreement by duly authorized action of the governing body after having provided the Entity with a written Notice of Default. This Notice shall provide for a sixty (60) day period for the Entity to cure the default from the date of Notice of Default.

Section 4.4 Material Conditions/Partial Invalidity of the Agreement

- (a) It is expressly agreed and understood that all payments of the Payment In Lieu of Taxes, added/omitted taxes, water and sewer charges and any interest payments due, relating to the Subject Property, are material conditions of this Agreement.
- (b) If any term, covenant or condition of this Agreement shall be deemed invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Article V – Dispute Resolution

Section 5.1 Remedies

In the event of a claim of a breach of the within Agreement by either of the parties hereto, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, other than those items specifically included as material conditions herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of this law as amended and supplemented. In the event the Superior Court shall not entertain jurisdiction, then the parties, or each party individually, may submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations. The

costs for such Court proceedings and/or arbitration procedure shall be borne by the Entity. In the event of a default on the part of the Entity to pay the Payment In Lieu of Taxes as provided in this Agreement, the City, among its other remedies, reserves the right to proceed against the Entity's land and premises, in the manner provided by N.J.S.A. 54:5-1, et seq.

Article VI – Certificate of Occupancy of Property

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to make application for and make all reasonable efforts to obtain the necessary Certificate of Occupancy in a timely manner as required by the applicable City ordinance. The Entity's failure to use reasonable efforts to secure said Certificate of Occupancy shall subject the property to full local property taxation, provided that the City has served the appropriate Notice of Termination pursuant to Section 4.3 hereof, that the appropriate cure period has passed and that the City has reasonably cooperated in processing the Entity's request for the issuance of such Certificate of Occupancy.

Section 6.2 Filing of Certificate of Occupancy

It shall be the responsibility of the Entity to forthwith file with the Tax Assessor, the Tax Collector and the Chief Financial Officer of the City a copy of such Certificate of Occupancy.

Section 6.3 Inspection of Property

The Entity or its successor shall permit City officials to inspect the Subject Property periodically to insure proper compliance with the terms of this Agreement.

Section VII – Assignment and/or Assumption

Section 7.1 Approval

It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project site and the transfer of the Agreement

to a party eligible to operate the Subject Property under the Law, provided that the Entity is not in default of any provision of this Agreement, that it is in full compliance with N.J.S.A. 40A:21-1, et seq., and that the Entity's obligation under this Agreement with the City is fully assumed by the transferee.

Section 7.2 Operation of Project

The Project shall be operated in accordance with the provisions of the Act, N.J.S.A. 40A:21-01, et seq., as currently amended and/or supplemented. If the Entity wishes to change the scope of the Project in any respect from that which is identified on the Application, then the Entity must first submit its proposal to the City for prior review and approval. The City reserves the right to terminate the within Agreement if any change in the scope of the Project does not meet with City approval.

Section 7.3 Termination

The Entity hereby agrees at all times prior to the expiration or termination of this Agreement to remain bound by the provisions of N.J.S.A. 40A:21-1, et seq. as currently amended and supplemented. It is an express condition in the granting of this tax abatement that, for the 5-year duration of the exemption, the Entity shall not convey or transfer all or part of its ownership interest in the Subject Property without prior consent of the Municipal Council. In the event of such transfer without prior consent of the Municipal Council, this Agreement shall be deemed terminated. The Subject Property may then be subject to assessment under the Added Assessment Law or Omitted Assessment Law, or Local Property Tax Law, whichever may be applicable, for the period subsequent to such termination.

Article VIII – Waiver

Section 8.1 Waiver

No provision contained in this Agreement shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the City has under law, equity, or any provision of this Agreement.

Article IX – Notice

Section 9.1 Notice

Any notice hereunder to be submitted by either party to the other shall be sent by certified mail or registered mail, return receipt requested, addressed as follows:

- (a) When sent by the City to the Entity it shall be addressed as: Brother In The Blue, LLC, 1002 Fifth Avenue, Asbury Park, New Jersey 07712.
- (b) When sent by the Entity to the City, it shall be addressed to the City Clerk, City of Asbury Park, One Municipal Plaza, Asbury Park, New Jersey 07712, with copies sent to the City Attorney, Tax Collector, Tax Assessor and the Chief Financial Officer. The notice to the City shall identify the Subject Property as Block 1101, Lots 41 and 42 on the Official Tax Map of the City of Asbury Park, New Jersey.

Article X – Compliance

Section 10.1 Statutes and Ordinances

The Entity hereby agrees at all times prior to the expiration or termination of this Agreement to remain bound by the applicable provisions of Federal and State Statutes and Municipal Ordinances and Regulations including, but not limited to, N.J.S.A. 40A:21-1, *et seq.* The Entity's failure to comply with such statutes or ordinances that may materially and adversely

affect the City's ability to enforce this Agreement and/or receive the benefits hereof shall constitute a violation and breach of this Agreement. The City shall, among its other remedies, have the right to terminate this Agreement provided that the City shall first serve a written Notice of Default upon the Entity. Such Notice shall provide a sixty (60) day right to cure by the Entity from the date of the Notice of Default.

Article XI – Construction

Section 11.1 Construction

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

Article XII – Indemnification

Section 12.1 Defined

It is understood and agreed that, in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default or a violation of any of the provisions of the within Agreement and/or the provisions of N.J.S.A. 40A:2-1, *et seq.* by the Entity, the Entity shall indemnify and hold the City harmless. The Entity agrees to defend said action at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents. The expense of such intervention by the City shall be borne by the City.

Article XIII – Default

Section 13.1 Default

Default shall be defined as the failure of the Entity to conform with the terms of this Agreement or the interference by the Entity in the City's attempt to enforce this Agreement or to receive the benefits hereof.

Section 13.2 Cure Upon Default

Should the Entity be in default as defined and set forth in this Agreement, the City shall notify the Entity in writing of said default. Said notice shall set forth with particularity the basis of said default. The Entity shall have sixty (60) days to cure any default from the date of Notice of Default.

Section 13.3 Remedies Upon Default

All of the remedies provided in this Agreement to the City and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. Any action instituted by the City against the Entity for any violation of this Agreement shall not deprive the City of any of its other rights and remedies under this Agreement, including the right to collect any delinquent taxes, payments in lieu of taxes, and/or water and sewer charges, with interest. The City's right to seek payment of any tax arrearages, or delinquent municipal charges, shall not constitute a waiver of the City's right to terminate this Agreement or to proceed with In Rem Foreclosure action or any other remedy as provided for in this Agreement and under existing statutes.

Article XIV – Termination

Section 14.1 Termination Upon Default of the Entity

In the event the Entity fails to cure or remedy such default or breach within the time period provided in this Agreement, the City may cancel this Agreement at any time thereafter.

Article XV – Miscellaneous

Section 15.1 Conflict

The parties agree that, in the event of a conflict between the Application and the Agreement, the language and provisions in the Agreement shall govern and apply.

Section 15.2 Oral Representations

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Municipal Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modification thereto other than by a written instrument executed by both parties and delivered to each.

Section 15.3 Entire Document

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

Section 15.4 Good Faith

In their dealings with each other, utmost good faith is required from the Entity and the City.

Section 15.5 Grammatical Agreement

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

Section 15.6 Recording

Either this entire Agreement or a memorandum of recording shall be filed and recorded with the Monmouth County Clerk by the City.

Section 15.7 Director, Division of Local Government

As required by N.J.S.A. 40A:21-11, a copy of this Agreement shall be forwarded by the Clerk of the City to the Director of the Division of Local Government Services within thirty (30) days of its adoption and execution.

Section 15.8 Preclusion of Filing Tax Appeal

During the 5-year term of this Agreement, the Entity or its successor shall not file a tax appeal regarding the valuation of the Subject Property before the Monmouth County Board of Taxation or the New Jersey Tax Court. In the event such a tax appeal is filed, this Agreement shall be deemed breached and the Entity shall be required to pay full property taxes for the entire 5-year period, plus interest as if the Agreement were never consummated. The City shall retain the full rights of the Tax Sale Law to collect all delinquent taxes in the event of such a breach of the Agreement.

Section 15.9 Processing Fees

The Entity agrees to reimburse the City for all legal and processing fees incurred by the City in effectuating this Agreement. Such costs shall not exceed \$5,000.00 in the aggregate.

Article XVI – Approval of Agreement by Entity

Section 16.1 Authorizing Resolution by Entity

The signatory of this Agreement on behalf of the Entity hereby certifies in lieu of oath that by signing this Agreement said individual represents that the Entity has properly authorized such signing and has approved this Agreement by proper action of its member(s).

The Parties, through their respective representatives, accept the terms of this Agreement by signing below.

CITY OF ASBURY PARK

BY: _____
HON. JOHN MOOR, MAYOR

ATTEST CLERK/WITNESS

By: _____
MELODY HARTSGROVE,
DEPUTY CITY CLERK

BROTHER IN THE BLUE, LLC

BY: _____
Print Name: _____
Title: _____



**Asbury Park, New Jersey
ORDINANCE NO. 2019-38**

**ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE ADOPTION
OF AN AMENDMENT TO THE WATERFRONT REDEVELOPMENT PLAN**

Whereas, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment and to formulate a plan to address the redevelopment of these areas; and

Whereas, the City of Asbury Park (the “City”) has previously found and determined that the area of the City designated as the “Waterfront Redevelopment Area” (the “Area”) to be “an area in need of redevelopment” in accordance with the law; and

Whereas, the City adopted the “Asbury Park Waterfront Redevelopment Plan” dated March 15, 2002 (as has been amended and supplemented from time to time, most recently in March 2018, the “Plan”), which governs redevelopment in the Area; and

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

Whereas, in October 2018, Master Developer commenced construction of the Phase Five Infrastructure Project, which included the North End Boardwalk Improvements; and

Whereas, on November 28, 2018, the City adopted Resolution 2018-399, which requested that the Master Developer suspend construction of the North End Boardwalk Improvements so that the project could be redesigned; and

Whereas, the City engaged with members of the public over several months in an effort to redesign the North End Boardwalk Improvements; and

Whereas, the final design of the North End Boardwalk Improvements necessitates certain amendments to the Plan; and

Whereas, additional amendments to the Plan, as set forth in Exhibit A (the “Proposed Amendment”) have been recommended to further the goals in the Plan, and can be summarized as follows:

Providing that the Boardwalk extension shall include, but not be limited to, new public restroom facilities, beach access and bicycle parking, and updating the design of the North End Board Walk Improvements; and

Allowing developers of residential units to provide off-site parking on an interim basis while permanent parking structures are under construction; and

Revising the Development Control Map for Block 3203/3206 (Former Blocks 131, 142, and 143) to allow for a maximum height of 4 stories for structures facing Heck Street (reduced from 8 stories), and 3 stories for structures on the corners of Heck Street and Cookman Avenue and Heck Street and Asbury Avenue; and

Revising the Development Control Map for Block 3904 (Former Block 145) to change the permitted height from 8 stories to 2 stories on the property fronting Asbury Avenue and to 6 stories on property fronting Kingsley Street; and

Revising the Development Control Map for Block 4001 (Former Block 175), which currently has maximum heights of 8 stories, 4 stories, and 3 stories at various points, to lower the maximum height to 6 stories and modify other portions of the block to have maximum heights of 6 stories, 4 stories, and 3 stories; and

Providing that if the Planning Board determines that a project deviates from the precise locations where a building may transition from one maximum height to another within a block, an applicant may seek relief from the Planning Board in accordance with the criteria set forth in Section 3.8.1(A)1 and N.J.S.A. 40:55D-70(c); and

Clarifying that Master Developer-affiliated entities are not required to submit Subsequent Developer Applications to the Master Developer prior to negotiating a Subsequent Developer Agreement with the City; and

Clarifying that Block 145, Lot 1 (the parking lot adjacent to the Empress Hotel) is not required to be acquired by the City or the Master Developer before the redevelopment of the remainder of Block 145 may proceed; and

Adding language providing that any mural over one story high must be approved by the Asbury Park Municipal Council and Public Art Commission; and

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

1. The Proposed Amendment dated August 2019 attached hereto as Exhibit A and made a part hereof, having been duly reviewed and considered is hereby approved pursuant N.J.S.A. 40A:12A-7, and the Plan, as amended by the Exhibit A, shall govern the Waterfront Redevelopment Area as and to the extent set forth in the Plan.

2. In case any one or more of the provisions of this Ordinance or the Plan shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance or the Plan and this Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

3. This Ordinance shall take effect in accordance with law.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-38 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK

EXHIBIT A –Amendments to Asbury Park Waterfront Redevelopment Plan August 2019

Page references, unless otherwise indicated, refer to the Asbury Park Waterfront Redevelopment Plan dated March 15, 2002 and amended December 7, 2005

ITEM #1 – Revise boardwalk language**2.3 Planning Objectives within Prime Renewal Area**

Page 17 North Shore Design Principles

(change the existing language below as follows)

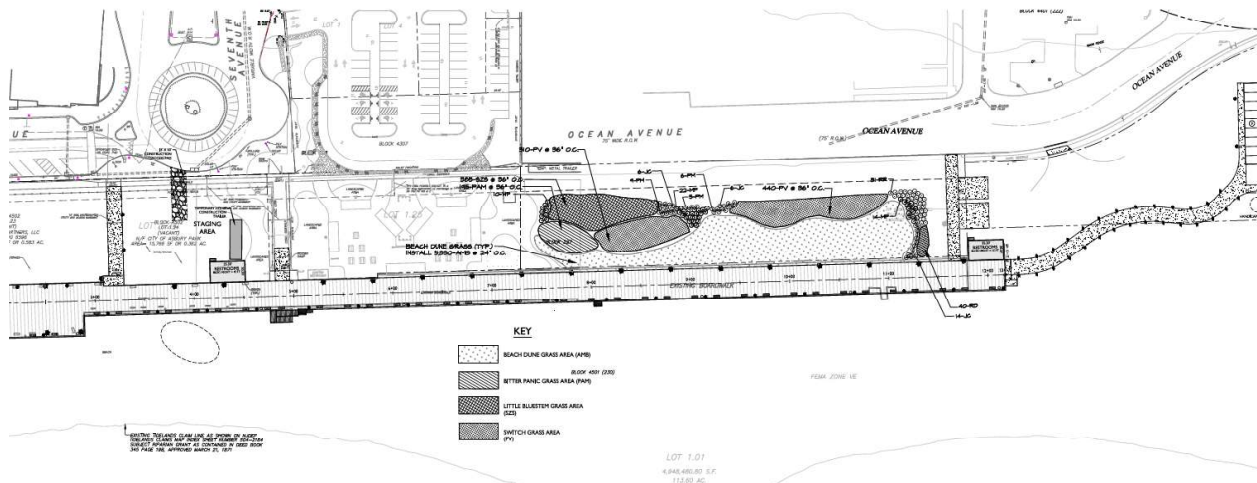
- ~~Terminate the boardwalk extension with a more natural, wandering dune path to Deal Lake.~~
- Extend the boardwalk north past Asbury Tower and create a new curvilinear path to a public parking lot on Block 4402.

3.2 Open Space, Recreation, and Community Facilities

Page 23

(change the existing language below as follows)

A new private beach club will be developed on the Boardwalk between Sixth and Seventh Avenues, in a manner that will not limit pedestrian mobility along the Boardwalk. A public beach club will also be developed. The northern end of the Boardwalk will be extended by the Master Developer to a public access point aligned with the sidewalk to the north of Block 4303. ~~to meet Ocean Avenue at Deal Lake. A new path will be constructed that will extend from Seventh Avenue to Deal Lake. This curvilinear path will be set at beach level and will provide barrier free access along the beachfront.~~ The Boardwalk extension shall include, but not be limited to, new public restroom facilities, beach access and bicycle parking. A new curvilinear path will be constructed that will extend from the terminus of the Boardwalk to the public parking lot on Block 4402 as shown on the diagram below. ~~New dunes~~ Dunes will be constructed or enhanced to provide a backdrop of natural landforms and plantings that will also provide an enhanced degree of shore protection. Additionally, jetty stone may be installed or relocated to provide a more scenic view.



ITEM #2 – Allow off-site parking with limitations**3.5 Parking in the Prime Renewal Area**

Parking Requirements

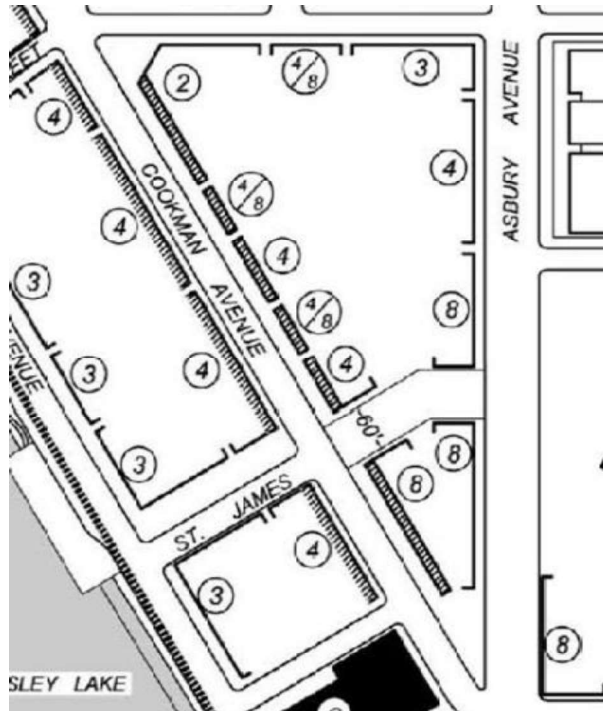
Pages 50-51 – (insert the language below)

Redevelopment projects may satisfy the parking requirement through the purchase or lease of surplus parking spaces within permanent structured parking facilities located within 600 feet of the project. In the event the off-site structured parking facility is not constructed at the time of approval of the project, the parking requirement may be satisfied through the lease of spaces in an approved temporary surface parking facility until such time as the permanent structured parking spaces are constructed. Redevelopment projects seeking to utilize interim parking facilities to temporarily satisfy applicable parking requirements prior to construction of an off-site structured parking facility must provide as part of their site plan application a lease or other contractual agreement which demonstrates a permanent parking plan for the project. Any such lease of temporary surface parking shall be subject to the approval of the City and the Master Developer during the Subsequent Developer Agreement process and incorporated into said document, and shall at least be of sufficient length and contain terms and conditions that will ensure the parking will be consistently available until permanent parking is constructed and made operational before the lease terminates.

ITEM #3 – Revise Development Control Map for Block 3203/3206 (Former Blocks 131, 142, and 143)

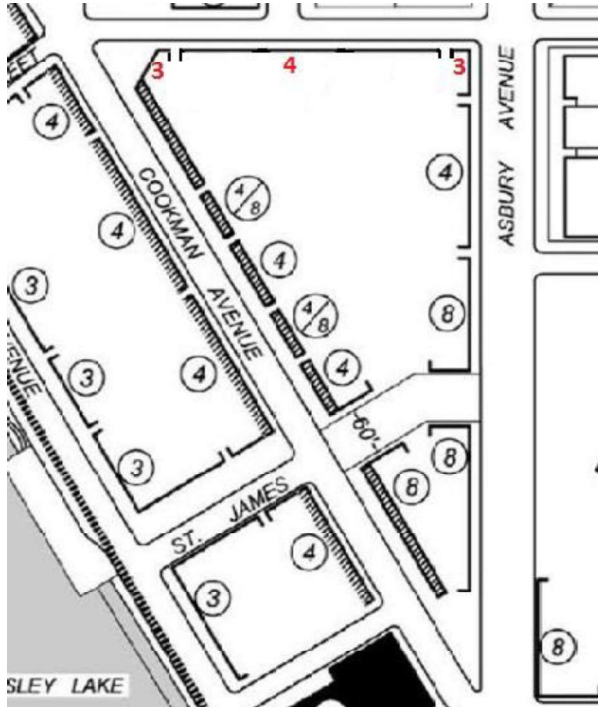
Page 71

Existing Map



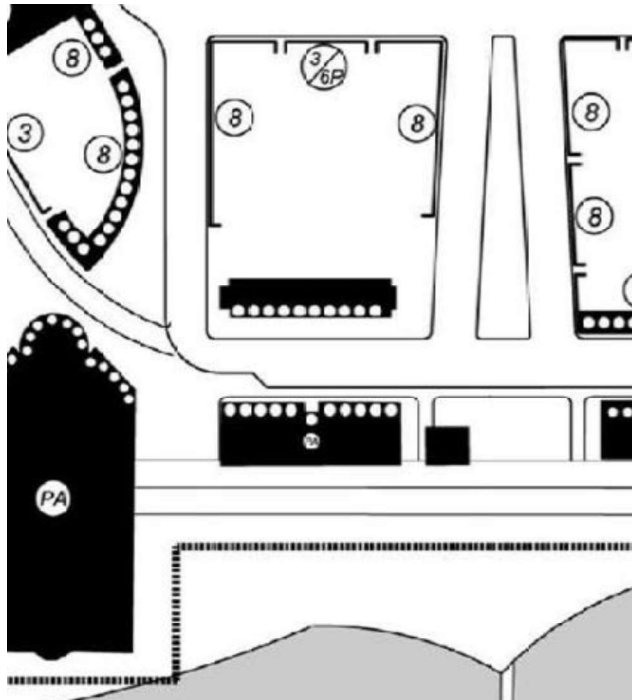
{264440.DOCX.1}

[Amended Map](#)

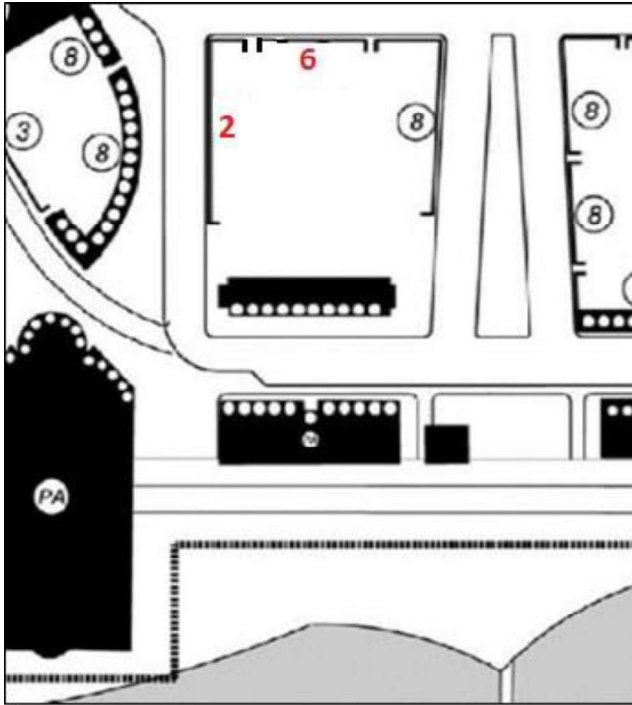


ITEM #4 - Revise Development Control Map for Block 3904 (Former Block 145)

Existing Map

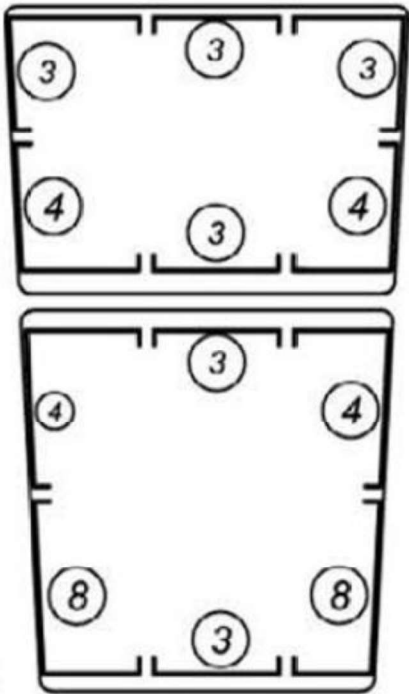


[Amended Map](#)

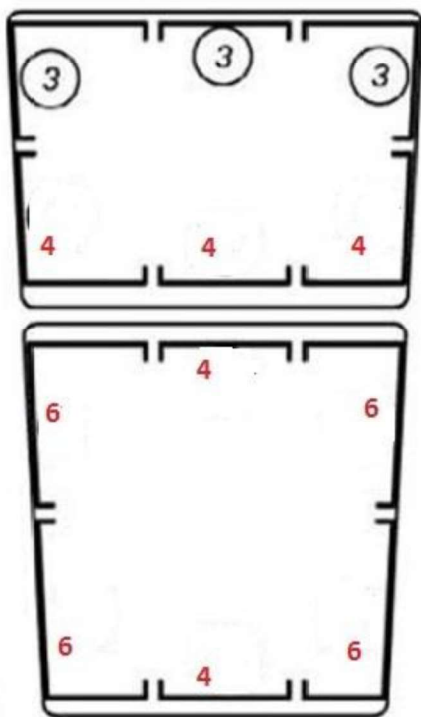


ITEM #5 – Revise Development Control Map for Block 4001 (Former Block 175)

Existing Map



[Amended Map](#)



ITEM #6 – Form of relief for building height “breaks” that deviate from specific locations shown on Development Control Plan

3.8 Land Use

Bulk Standards (add the language below)

Page 70

The Development Control Plan specifies building heights at various street walls with breaks at various points. The Planning Board shall interpret the Development Control Plan to determine the precise location where buildings shall change height to conform to the Plan. [If the Planning Board determines that a project deviates from the precise locations where a building may transition from one maximum height to another, the applicant may seek relief from the Planning Board in accordance with the criteria set forth in Section 3.8.1\(A\)1 and N.J.S.A. 40:55D-70\(c\).](#)

ITEM #7 –Master Developer-affiliated entities do not require Subsequent Developer Applications

4.7.1 Master Developer and Subsequent Developers (Section added via Plan Amendment in 2018) (add language highlighted below)

The City and Asbury Partners, LLC (the “Master Developer”, also referred to in this Plan as the “prime developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as amended from time to time, the “Redeveloper Agreement”). In addition to the other rights and responsibilities of the Master Developer under the Redeveloper Agreement, the Master Developer has the responsibility to install certain public infrastructure in the Waterfront Redevelopment Area. The Master Developer and the City will, without limitation, cooperate in: (i) coordinating the installation of infrastructure in the Waterfront Redevelopment Area; (ii) ensuring the requirements of the CAFRA permit are met by all Subsequent Developers (as defined below); and (iii) assisting in coordinating the redevelopment of the Prime Renewal Area by all Subsequent Developers.

Any person or entity wishing to redevelop their property or a property in which they have a beneficial interest shall first be designated as a Subsequent Developer. For so long as the Redeveloper Agreement shall be in full force and effect and the Master Developer shall not be in default thereunder (as determined by an arbitrator or court of competent jurisdiction in accordance with the terms of the Redevelopment Agreement, and which default has not been cured or remedied in accordance with such determination, but rather continues unabated), to begin the process of being designated as a Subsequent Developer, a proposed Subsequent Developer shall provide the Master Developer with the information required in the Subsequent Developer Application, the form of which is agreed upon by the City and Master Developer and adopted by Resolution of the City Council from time to time (“[Subsequent Developer Application](#)”), as well as any escrow and application fees which may be required at the time of submission in accordance with its terms. If the proposed Subsequent Developer is not the record owner of the property for which they request to be designated as Subsequent Developer, they shall include with the submission written permission from the property owner to seek required approvals to become a Subsequent Developer with respect to such property. The Master Developer will review the submission by a proposed Subsequent Developer in good faith, which review may include, but is not limited to, such factors as: compliance with and effectuation of the goals of the Plan; experience and capability of the proposed Subsequent Developer; and the financial capacity of the proposed Subsequent Developer.

If the submission made by a proposed Subsequent Developer is acceptable to the Master Developer, the Master Developer shall submit the proposed Subsequent Developer submission to the City for its review. At such time, the proposed Subsequent Developer shall submit such application and escrow fees to the City for its review as may be established by City ordinance from time to time.

An entity that is owned by, controlled by, or otherwise affiliated with the Master Developer shall not be required to submit a Subsequent Developer Application to the Master Developer or to the City prior to its designation by the City as a Subsequent Developer, but shall be required to comply with all other provisions of this Section.

Designation as a Subsequent Developer shall require the City's approval, and be evidenced by, the approval and execution of a mutually acceptable Subsequent Developer Agreement by and among the Subsequent Developer, the City and the Master Developer. Until and unless the terms contained in the preceding sentence are satisfied, the proposed Subsequent Developer shall not have the right or ability to submit a formal application to the Planning Board or to proceed to undertake or execute any required or permitted activities under the Plan, the Redeveloper Agreement or the Subsequent Developer Agreement.

ITEM #8 -- Modify Conditions of Certain Property Acquisitions

4.1 Property Acquisition

Conditions of Certain Property Acquisitions

Page 79

The surface parking area associated with the Empress Hotel along Asbury Avenue may be, [but is not required to be](#), acquired to allow the development of Block 145 as illustrated in this plan.

Item #9 -- Add Language Referencing Addition of Murals

3.7 Architectural Design Guidelines

Attached Elements

Page 66

Parking structures shall be designed and constructed to meet or exceed the following standards:

*

2. The architectural design for the facades of the parking structures facing a public street shall incorporate features such as articulated parapet walls, ornamental projections, varied planter widths ~~etc.~~, [murals or art walls](#) to add visual interest and improve the overall appearance of the structure as viewed from the street. [Any mural more than one story in height requires approval of the Asbury Park Municipal Council and Public Art Commission.](#)



**Asbury Park, New Jersey
ORDINANCE NO. 2019-28**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VIII
ESTABLISHING ARTICLE IV: VALET PARKING**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain regulations for licensing of taxicabs, liveries, pedicabs and jitneys within the City; and

WHEREAS, a need has been identified to provide for valet parking services to serve the commercial areas of the City; and

WHEREAS, in order to provide an option for visitors to find available parking during peak demand periods, the City intends to conduct a valet parking pilot program; and

WHEREAS, individual businesses may choose to direct customers to the City's valet parking program or operate their own valet parking service; and

WHEREAS, no regulations regarding the operation of valet parking services in the City currently exist; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend the regulations contained within Chapter VIII, entitled “Licensing and Regulation of Taxicabs, Liveries and Pedicabs,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended licensing regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VIII, entitled “Licensing and Regulation of Taxicabs, Liveries and Pedicabs,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

ARTICLE IV VALET PARKING

8-36 Definitions.

As used in this article:

Valet Parking shall mean and include any person, firm or corporation engaged in, conducting or managing the receiving, taking possession of, driving, moving, parking, or leaving standing other persons’ motor vehicles, whether or not a charge is levied, and

whether or not such persons are employed by, or under contract to the business for which the vehicles are being parked.

Valet Parking Operator shall mean any person engaged in the business of Valet Parking.

Valet Parking Attendant shall mean any employee or agent of the Valet Parking Operator, who receives, takes possession of or moves any vehicle, or who handles the keys to any vehicle left with the attendant for Valet Parking.

Public Right-of-Way shall mean any area dedicated for public use as a public street, pedestrian way or other thoroughfare, including but not limited to, roadways, parkways, alleys, sidewalks and pedestrian ways.

Ramping shall refer to an area of right-of-way or parking facility where vehicles are permitted to be stopped in order to transfer the vehicle from a customer to a Valet Parking Attendant for the purpose of parking the vehicle at another location.

8-37 License; Rules and Regulations.

8-37.1 Required.

No person, establishment or entity shall conduct or engage in any valet parking operation upon any portion of the public right-of-way or utilize a City-owned public parking facility, except under the terms and conditions under the operator's valet parking license. Using the public street or right-of-way for drop-off and pick-up of vehicles in any manner must be done under the terms and conditions of the valet parking license.

8-37.2 Application.

Valet parking service shall be operated only by the City of Asbury Park or additional commercially licensed and insured vendors of parking services holding valid city valet parking licenses.

8-37.3 Fee.

- a. The annual license fee for establishing or maintaining a valet parking service shall be \$300, with an application fee of \$100.
- b. *Exceptions.* The annual license fee may be waived for any valet parking service operator which is contracted directly by the City of Asbury Park.

8-37.4 Issuance.

Permits shall be issued only to permittees/operators that provide certification, in a format approved by the City Clerk and City attorney, that they have procured sufficient accessible off-street parking spaces for their valet parking services. On-street parking spaces shall not be included in the computation of sufficient parking spaces for valet parking. Agreements with owners of private parking lots for use by the valet parking service shall be provided to the City prior to issuance of a license.

8-37.5 Liability Insurance Required; Power of Attorney.

- a. Prior to the issuance of a permit, the permittee/valet operator shall furnish the City Clerk with a signed statement, approved by the City attorney, that the permittee/operator shall hold harmless, indemnify and defend the City of Asbury Park, its officers and employees, for any claims for damages to property or injury to persons which may be occasioned by any activity carried on under the terms of the permit.
- b. Permittee shall furnish and maintain such public liability and property damage insurance a minimum of \$2,000,000 to protect all from claims and damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith.
- c. The permittee/operator shall provide proof of all required insurance prior to receiving the permit.

8-37.6 Valet Permittees/Operators Regulations and Code of Conduct.

- a. The permittee/operator shall maintain a key control booth at all valet parking locations until all cars have been claimed; or the permittee/operator shall have a 24-hour phone number for after-hours vehicle pick up information.
- b. All employees who operate motor vehicles shall have in their possession a valid State-issued driver's license in good standing and shall abide by all state New Jersey traffic regulations.
- c. All employees who shall operate motor vehicles shall do so in a safe and responsible manner.
- d. All employees shall be in uniforms identifying their names and the name of the valet operator/company.
- e. All employees should perform their duties in a courteous and professional manner.
- f. Valet Operators shall supply sufficient resources to process the volume of vehicles generated without impeding the safe flow of traffic. Ramping from a moving lane of traffic is strictly prohibited. Vehicles shall not be stored in ramping areas. Ramping of vehicles shall consist of allowing customers to enter or exit a vehicle and to turn it over to or retrieve it from valet employees. Ramping on public property shall not occur in any location other than the on-street/curbside spaces provided for ramping.
- g. Storage of vehicles shall only be in private off-street parking spaces or in leased municipal spaces as provided the by the City of Asbury Park. Valet operators shall clearly identify the vehicles in their possession during the entire period that the vehicle is in their possession.

8-37.7 Special Events and Residential Areas

Valet Services operating for a special event may apply for a special event permit through the City's Office of Special Events. Special event parking shall be restricted to any event occurring no more than four times per year and lasting no longer than 8 hours in length. The special event permit will allow the valet operator to request from the City additional ramping and/or storage space, if available.

8-37.8 Violations

- a. It shall be unlawful for a valet operator to provide or engage in valet parking service without a valid parking license issued pursuant to this article. A valet parking permit that has expired or has been suspended or revoked is not a valid permit.
- b. It shall be unlawful for a valet operator to provide or engage in valet parking service in violation of the terms and conditions of a valet parking permit that pertains to the valet parking service
- c. It shall be unlawful for a valet operator to stop or direct traffic.

8-37.9 Enforcement

Any person who violates Sec. 8-37.8 shall be subject to a civil penalty of \$100 for each violation and \$50 for each day the violation occurs.

8-37.10 Rental and Operation of Municipal Parking Spaces

- a. *Rental and Operation of Municipal Spaces* - The City of Asbury Park shall rent to the valet operator public on-street/curbside spaces that shall only be used for ramping of vehicles. In no event shall long-term storage take place in the ramp space rented. Vehicles shall not be stored in ramp area. A vehicle will be considered sore if it remains in the ramp area for more than fifteen (15) minutes. Ramping of vehicles shall consist of allowing customers to enter or exit a vehicle and to turn it over to or retrieve it from valet employees. Ramping shall only be operated in the public on-street/curbside spaces provided by the City of Asbury Park for ramping.
- b. Ramping on public property shall not occur in any location other than the on-street/curbside spaces provided for ramping. Leased spaces shall not be blocked by any type of sign, structure, or other type of object. Leased spaces shall not be cordoned off by any type of signage, rope or barrier of any kind, except for signage approved by the City of Asbury Park. At its sole discretion and judgment, the City of Asbury Park shall provide to the valet operator sufficient ramping space in a close proximity to the establishment being serviced, if sufficient spaces are available. If there is not sufficient space available for rental in front of the establishment, the City of Asbury Park shall lease spaces as close to the establishment as possible. Notwithstanding the above, ramping will not be allowed if the City of Asbury Park determines, at its sole discretion, that is would be an unsafe activity at that location.
- c. *Rental Fees For Public On-Street/Curbside Spaces* - The fees for use of rented spaces shall be \$15 per space/per day, seven (7) days per week for up to twelve hours per day. Fees assessed for 24 hour per day use shall be \$30 per day per space. Fees shall be paid bi-weekly, two (2) weeks in advance, commencing on the date the locations are rented to the valet operator by the City of Asbury Park. All additions or changes to existing leased public on-street/curbside parking spaces for ramping shall be paid upon request. All valet space lease requests shall be required in writing to the City of Asbury Park a minimum of twenty-four (24) hours in advance and received no later than 2:00 PM daily. Exceptions and lease cancellations not made within the prescribed period will be assessed a \$25

processing fee. Ramping fees may be waived or negotiated for any valet parking service operator which is contracted directly by the City of Asbury Park.

- d. *Number of Spaces Leased For Ramping* - The amount of ramping spaces available to the valet operator shall be determined by the frontage of the establishment being serviced provided there is sufficient public on-street/curbside spaces available for ramping, as determined in the sole discretion of the City of Asbury Park.
- e. *Subletting* - Leased public on-street/curbside or off-street spaces may not be sublet to another valet parking operator under any circumstance.

8-38 Cancellation and Revocation

The City shall cancel and revoke the permit if the valet operator no longer services the commercial establishment, which authorized its operation at that location. This cancellation and revocation may be effective whether the valet operator voluntarily discontinues the service to the establishment, the establishment cancels or revokes authorization for the valet parking operator to service the location, or the City of Asbury Park cancels and revokes authorization for the valet operator to service the location.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-28 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-31**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING TRAFFIC AND
PARKING REGULATIONS (CHAPTER VII) DESIGNATING PARKING FOR
ELECTRIC OR PLUG-IN HYBRID VEHICLES**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning electric vehicle parking within the City; and

WHEREAS, since the adoption of the previous regulations, Greenspot JC, LLC, which was awarded a contract by the City to install EV charging stations and operate an EV car sharing service in the City, was awarded a grant from the NJ Department of Environmental Protection to install eight (8) dual-port electric vehicle chargers; and

WHEREAS, the installation of eight (8) dual-port electric vehicle chargers would result in the ability to provide electric vehicle charging for an additional four (4) parking spaces in the City; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended parking regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-43 PARKING FOR ELECTRIC OR PLUG-IN HYBRID VEHICLES.

7-43.2 Electric Vehicle Charging Area.

No person shall park a vehicle upon any of the streets or parts thereof listed below except an electric or hybrid plug-in vehicle.

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Sunset Avenue	South	Beginning at a point 25 feet from the westerly curblineline of Webb Street and continuing 45 70 feet westerly therefrom (total of 4 6 parking spaces)
Mattison Avenue	North	Beginning at a point 25 feet from the westerly

		curbline of Bond Street and continuing 100 feet westerly therefrom (total of 4 spaces)
Springwood Avenue	North	Beginning at a point 25 feet from the easterly curbline of Union Avenue and continuing 100 150 feet easterly therefrom (total of -4 6 spaces)

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-31 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-30**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VII OF THE
CODE OF THE CITY OF ASBURY PARK REGARDING TRAFFIC REGULATIONS**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended traffic regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-20 ONE-WAY STREETS.

7-20.1 Designated.

The following described streets or parts of streets are hereby designated as One-Way Streets in the direction indicated. Parking on these streets will be permitted on the sides indicated below.

<i>Name of Street</i>	<i>Direction</i>	<i>Limits</i>	<i>Parking Permitted</i>
Emory Street	North	Mattison Avenue to Fifth Avenue Deal Lake Drive	Both sides

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of

ORDINANCE NO. 2019-30 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, August 14, 2019
WORK SESSION

Announcement by the City Clerk

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

Proclamation Recognizing The Surfrider Foundation-Jersey Shore Chapter

Mayor and Council presented a proclamation recognizing the Surfrider Foundation-Jersey Shore Chapter.

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

City Manager Capabianco stated that there are no items at this time.

Special Event Applications

Leesha Floyd reviewed the special events applications with the Council.

Items to be presented by: City Planner Michele Alonso

1. Proposed Amendments to the CBD redevelopment plan requested by Sackman Enterprises presented by Michele Alonso, PP, AICP, Director of Planning and Redevelopment

City Planner Michele Alonso gave a presentation to the Mayor and Council regarding the proposed amendments to the CBD redevelopment plan. Andrew Karas, Esquire was present on behalf of Sackman Enterprises to present the requested CBD plan amendments to Mayor and Council.

Review of Agenda Items for August 14, 2019 Regular Meeting

City Manager Capabianco reviewed the agenda for this evenings meeting.

Matters from City Council

Council member Chapman, stated that the Boys and Girls Club is hosting a open house block

party on August 24th with games and back pack giveaways, Holy Spirit Church is offering free eye exams for children on August 15th. The Jstop barbershop is also offering free haircuts on August 30th

.

Council member Clayton, stated that St. Stephens Church is hosting a community meeting to discuss violence in the City and all are invited it begins at 6:00 pm on August 15th.

Council member Kendle, wanted to thank all who came out for the funeral service for Detective April Bird., I want to thank Officer Salerno for his great response in helping a woman who fell off her bike.

Deputy Mayor Quinn, wanted to thank the officers for National night out and a big thank you to Cassandra and Leesha for the back to school block party.

Matters from City Manager

City Manager Capabianco indicated he had no matters.

Matters from City Attorney

City Attorney Raffetto indicated he had no matters at this time.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, August 14, 2019
REGULAR MEETING

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 7:15 PM.

PUBLIC PARTICIPATION

Motion to open meeting to the public by Council Member Kendle and seconded by Deputy Mayor Quinn, All in Favor.

The Following members of the public spoke: Ernest Mignoli, Robert Weiner, Anita Weiner, Jennifer Philip Smith, Rita Marano, Louise Murray, Catherine Murphy, Patrick Schiavino and Felicia Simmons.

Motion to close meeting to public by Mayor Moor and seconded by Council Member Kendle, All in favor.

An Announcement was made by Mayor Moor stating that Hector Palomoa, has resigned from the Library Board and Jan Sparrow will be fulfilling the remainder of his term ending on 12/31/2019.

MINUTES

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

1. **Motion to:** Executive Minutes of July 24, 2019 4:00pm

2. Municipal Council - Work Session - Jul 24, 2019 6:00 PM
3. Municipal Council - Regular Meeting - Jul 24, 2019 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

2019-275 Resolution Approving Special Event Applications

The application of I believe in me has been removed from the Special Events Resolution.

2019-277 Resolution Amending the Metered Parking Requirements for the Waterfront Area of the City, Effective During the Sea.Hear.Now Festival

2019-276 Resolution Amending the Metered Parking Requirements in the Downtown and Waterfront Areas of the City, Effective Every Saturday During the Time Period From November 30, 2019 Through December 21, 2019

2019-278 Resolution to Refund Overpaid Taxes 3602-4 404 Seventh Avenue

2019-279 Resolution Cancelling Balances of Completed General Capital Improvement Authorizations

INDIVIDUAL RESOLUTIONS

2019-280 Resolution Approving Payment of Bills

Council Member Chapman is abstaining from 19-02399.

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

2019-281 Authorizing the Execution of a "Use and License Agreement" With Viacom, and Related Documents, Concerning a Live Music Event to be Held in a designated Portion of the Asbury Park Waterfront Area

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

2019-282 Resolution Authorizing an Agreement for Monthly Effluent Toxicity Testing at the Sewer Plant

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

2019-283 Resolution of The Mayor And City Council of The City of Asbury Park Approving an Application For A 5-Year Abatement Filed By Brother In The Blue, LLC

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

2019-284 Resolution of The City of Asbury Park Referring The Proposed Amendment To The Waterfront Redevelopment Plan Dated August 2019, To The Planning Board In Accordance With The Local Redevelopment And Housing Law, N.J.S.A. 40a:12a-7

Motion to table resolution 2019-284 was made by Council Member Chapman and seconded by Council Member Kendle.

RESULT:	TABLED [UNANIMOUS]
	Next: 9/11/2019 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-258 Resolution of the Mayor and City Council of The City of Asbury Park to enter into A Subsequent Developer Agreement with Regional Development Group, LLC for the development of property located at Block 3901, Lot 11 (215 First Avenue)

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

2019-285 Authorize Submission of a Grant Application to the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Grant Funding Under the 2019 Edward Byrne Memorial Justice Assistance (JAG) Program

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

2019-286 Appointing Members to the Zoning Board of Adjustment of the City of Asbury Park

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

2019-287 Resolution Approving an Appointment to The City of Asbury Park Green Team

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

ORDINANCES

Introduction

2019-34 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2019-7 (which provides for parking 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 March 13, 2019, to Increase the Appropriation by \$135,000 and to Increase the Authorization of Bonds or Notes by \$135,000

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/11/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-35 A Capital Ordinance Appropriating the Sum of \$119,000 for Milling and Paving of Various Roads in the City of Asbury Park

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/11/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-36 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/11/2019 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-37 An Ordinance Authorizing The City of Asbury Park To Grant A 5-Year Abatement For Property Designated As Block 1101, Lots 41 And 42, And Authorizing The Mayor And Municipal Clerk To Execute The Attached Agreement.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/11/2019 7:00 PM
MOVER:	Jesse Kendle, John Moor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-38 Ordinance of The City Of Asbury Park Authorizing The Adoption of An Amendment To The Waterfront Redevelopment Plan

RESULT:	TABLED [UNANIMOUS]
	Next: 9/11/2019 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

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

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

2019-31 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations (Chapter VII) Designating Parking for Electric or Plug-In Hybrid Vehicles

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

2019-30 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

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

ADJOURNMENT

The meeting was adjourned at 8:10 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk