



Agenda
Meeting of the Municipal Council
Wednesday, February 25, 2026
REGULAR MEETING 6:00 PM

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

A. Resolution Authorizing A Meeting Which Excludes The Public

B. Public Safety

1. Police Monthly Report January 2026

C. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 15, 2026, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications:

Items to be Presented:

Matters from City Council

Matters from City Manager

Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

Executive Meeting Minutes: February 11, 2026

Regular Meeting Minutes: February 11, 2026

Executive Meeting Minutes: February 18, 2026

Special Meeting Minutes: February 18, 2026

C. Consent Agenda Resolutions

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

2026-127 Resolution Approving Special Event Applications

2026-128 Resolution Amending Temporary Budget Appropriations For 2026 Budget

2026-129 Resolution Authorizing The Transfer Of Appropriation Reserves In The Fiscal Year 2025 Budget

2026-130 Resolution Amending Resolution #2025-426 Awarding a Contract to File Bank, Inc. for Records Management & Digitalization and Data Conversion Project at the Police Department

2026-131 Resolution Authorizing the Renewal of Office 365 Software

2026-132 Resolution Amending Resolution #2025-385 Authorizing the Purchase of Office Furniture Needed at the New Firehouse

2026-133 Resolution Authorizing Emergency Air Handler Replacement & Addition of Glycol to the System at the WWTP

2026-134 Resolution Authorizing The Mayor And City Clerk To Execute Memorandum Of Understanding Between The City of Asbury Park And Eastern Atlantic State Regional Council Of Carpenters, Local 254 For The Use Of Temporary Employees

D. Individual Resolutions

2026-135 Resolution Authorizing Payment Of Bills

2026-136 Resolution Commemorating the 100th Anniversary of the American Shore & Beach Preservation Association

2026-137 Resolution Of The City of Asbury Park, Monmouth County, New Jersey Commemorating the 250th Anniversary of the United States of America

E. Ordinances

1. Introduction

2026-6 Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons At The Property Located At 9 Avenue A In The City Of Asbury Park, And Amending And Supplementing Section 7-36, Entitled, "Handicapped Parking," Of Chapter VII, "Traffic," Of The "Revised General Ordinances Of The City Of Asbury Park, New Jersey."

2. Public Hearing/Second Reading

2026-3 Ordinance Of The City Of Asbury Park Authorizing The Execution Of A Financial Agreement With Memorial Avenue Holdings Urban Renewal Company LLC For A Long Term Tax Exemption For The Redevelopment Project On The Property Located At 90 Memorial Drive Which Is Identified On The City Tax Map As Block 705, Lot 4.01 Located Within The Springwood Avenue Redevelopment Area

2026-4 Ordinance Repealing Existing Section 2-88 Development Fees, Of Chapter 2, Administration, Of The Code Of The City Of Asbury Park, In Its Entirety And Replacing It With A New Section 2-88, Development Fees, Providing Regulations For The Affordable Housing Trust Fund, Collection Of Development Fees And Expenditure Of Development Fees

2026-5 Ordinance Repealing Existing Chapter 31, Affordable Housing, Of The Code Of The City Of Asbury Park, In Its Entirety And Replacing It With A New Chapter 12, Affordable Housing, Providing Comprehensive Regulations For The Administration Of Affordable Housing And Addressing The Current Requirements Of The Fair Housing Act And The Uniform Housing Affordability Controls (UHAC) Regarding The Asbury Park Affordable Housing Fair Share Obligation

F. Adjournment



RESOLUTION -

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

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 February 25, 2026 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

1. Public Safety

Police Monthly Report January 2026

2. Attorney-Client

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.

ANTHONY CUCCI
CITY CLERK

I, ANTHONY CUCCI, 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. 2026-__ which was finally adopted by the City Council at a meeting held on the __ day of ____, 2026

CERTIFIED BY ME THIS __ DAY OF ____, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, February 11, 2026
REGULAR MEETING

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

A. 2026-106 Resolution Authorizing A Meeting Which Excludes The Public

B. Contract Negotiation

1. New Cingular Wireless PCS, LLC at 1700 Kingsley Avenue, Block 4304, Lot 1
2. Block 4105, Lot 1.01 (1209 Ocean Avenue, 100 Fifth Avenue, and 115 Fourth Avenue
3. Casino Building

C. Attorney-Client Privilege

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

Call to Order/Roll Call

Attendee Name	Status
Mayor John Moor	Present
Deputy Mayor Amy Quinn	Present
Council member Angela Ahbez-Anderson	Present
Council member Eileen Chapman	Present
Council member Yvonne Clayton	Absent
City Clerk, Anthony Cucci	Present
City Manager, Adam Cruz	Present
Deputy City Manager, Cassandra Dickerson	Present
City Attorney, Kevin Starkey	Present

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 15, 2026, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications:

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

Items to be Presented:

Matters from City Council

Council member Ahbez-Anderson stated, Good evening everyone, we have Movies by the Sea. The next movie is Home and it is Friday, February the 13th. It's at the Showroom Cinema, 707 Cookman Avenue. And the showtime is 5:00PM. Admission is free and it includes one popcorn and one drink. Limited tickets are available, also free parking is in the Municipal Parking Lot so that's this Friday, the 13th. I hope you'll come out, enjoy.

Council member Chapman had no matters at this time.

Council member Clayton was absent.

Deputy Mayor Quinn stated, the sidewalk sale application is one of the initiatives to try and support our local business, the national economy has not been kind to mom-and-pop places in town. So, in the fall we're going to have a sidewalk sale the second Sunday of the month with the Chamber; thank you for teaming up with the business committee. And people, if you have a retail business in town, you will be allowed to put your wares outside without going through the rigamarole of a permit and I say all of this to say if you can eat local, if you can shop local, if you can buy local, we strongly encourage you to do it.

Mayor Moor stated, I'd like to congratulate the Asbury Park High School Boys wrestling team on the recent victory and for the team winning its first divisional championship ever. One heck of a season, one heck of an improvement from years past. So again, congratulations to them and maybe down the road we'll get them a proclamation.

Matters from City Manager

City Manager Adam E. Cruz had no matters at this time.

Matters from City Attorney

City Attorney, Kevin Starkey stated, just one issue, if anyone is here tonight that was here at the last meeting, issues about the Casino and Madison Marquette; my direction at the last meeting to the Mayor and Council was not to discuss it because of potential litigation to not make any comment. I want everybody to know that is should not be taken as anything other than following my advice and direction on that. There will be a presentation- there's one scheduled for a week from today at the high school at 6:00PM, our redevelopment counsel will be there. It will be designed to just address the issues that have come up recently up there. So, while you're free to make comments tonight, questions might be better directed to our redevelopment counsel at next week's meeting. Thank you.

III. Regular Meeting

A. Public Participation

A motion was made by Council member Ahbez-Anderson and seconded by Council member Chapman to open the meeting to the public. All were in favor.

The following members of the public spoke:

Charles Latta, Seresea Peterson, Debbie Zimmerman, Thomas DeSeno, Kristen O'Meara made a comment about the preservation of Asbury's historic buildings. made a comment on the impact of Asbury's historical buildings. Kim Guadagno made a comment about the importance of warming centers and the care given in Asbury Park. Mike Garvello made a comment about Asbury Park TV and the information given via the council. John Nash made a comment about the upcoming sidewalk sale.

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

B. Minutes

RESULT: Passed
MOVER: Council member Eileen Chapman
SECONDER: Council member Angela Ahbez-Anderson
AYES: Mayor John Moor, Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Eileen Chapman
NAYS: None

Executive Meeting Minutes: January 28, 2026

Regular Meeting Minutes: January 28, 2026

C. Consent Agenda Resolutions

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

item(s) shall be removed from the Consent Agenda and considered separately

RESULT: Passed
MOVER: Deputy Mayor Amy Quinn
SECONDER: Council member Eileen Chapman
AYES: Mayor John Moor, Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Eileen Chapman
NAYS: None

2026-107 Resolution Approving Special Event Applications

2026-108 Resolution to Adjust Sewer Charges on Various Accounts

2026-109 Resolution to Refund Overpaid Municipal Charges for Various Properties

2026-110 Resolution Authorizing An Application To The New Jersey Urban Enterprise Zone Authority For Zone Assistance Funds In The Amount of \$125,000 Plan And Execute The Asbury Park Jazz Festival Event

2026-111 Resolution Authorizing An Application To The New Jersey Urban Enterprise Zone Authority For Zone Assistance Funds In The Amount Of \$15,000 To Fund The Annual Made (And Sold) In Asbury Park Vendor Event

2026-112 Resolution Authorizing An Application To The New Jersey Urban Enterprise Zone Authority For Zone Assistance Funds In The Amount of \$10,000 To Create A FIFA World Cup Downtown Viewing Event

2026-113 Resolution Authorizing Payment To Replace A Fuel Pump At The Department Of Public Works

2026-114 Resolution Authorizing The Purchase Of A New Influent Pump For The Wastewater Treatment Plant

2026-115 Resolution Authorizing Payment To S Brothers Inc. For Snow Removal

2026-116 Resolution Awarding A Bid For Remediation Services At 61–63 Ridge Avenue And 1219, 1407 And 1505 Springwood Avenues, Asbury Park, NJ

2026-117 Resolution for Special Emergency Appropriation for Update of Master Plan

2026-118 Awarding a Contract for Municipal Master Plan Elements and Master Plan Re-Examination

2026-119 Resolution Amending Resolution 2026-55, "Resolution Approving Change Order #6 And Request To Exceed 20% Change Order

Threshold For Asbury Park Boardwalk Restroom Project" To Correct A Dollar Amount

2026-120 Resolution Authorizing a Professional Service Contract with Hackensack Meridian Team Health P.C. for Employment Exams and Physicals

D. Individual Resolutions

2026-121 Resolution Authorizing Payment Of Bills

RESULT: Passed
MOVER: Deputy Mayor Amy Quinn
SECONDER: Council member Angela Ahbez-Anderson
AYES: Mayor John Moor, Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Eileen Chapman
NAYS: None

2026-122 Resolution approving change order #10 for the new Fire Department Headquarters

RESULT: Failed
MOVER: Deputy Mayor Amy Quinn
SECONDER: Council member Angela Ahbez-Anderson
AYES: Council member Angela Ahbez-Anderson
NAYS: Mayor John Moor, Deputy Mayor Amy Quinn, Council member Eileen Chapman

Mayor Moor reintroduced the failed motion and it was seconded by Council member Chapman

RESULT: Reintroduced Motion - Approved
MOVER: Mayor John Moor
SECONDER: Council member Eileen Chapman
AYES: Council member Angela Ahbez-Anderson, Council member Eileen Chapman, Mayor John Moor
NAYS: Deputy Mayor Amy Quinn,

2026-123 Resolution Of The City Of Asbury Park Authorizing The Execution Of A Redeveloper Agreement With Memorial Avenue Holdings Urban Renewal Company LLC Regarding A Redevelopment Project On The Property Located At 90 Memorial Drive Which Is Identified On The City Tax Map As Block 705, Lot 4.01 Located Within The Springwood Avenue Redevelopment Area

RESULT: Passed
MOVER: Deputy Mayor Amy Quinn
SECONDER: Council member Eileen Chapman
AYES: Mayor John Moor, Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Eileen Chapman

NAYS: None

E. Ordinances

2026-3 Ordinance Of The City Of Asbury Park Authorizing The Execution Of A Financial Agreement With Memorial Avenue Holdings Urban Renewal Company LLC For A Long Term Tax Exemption For The Redevelopment Project On The Property Located At 90 Memorial Drive Which Is Identified On The City Tax Map As Block 705, Lot 4.01 Located Within The Springwood Avenue Redevelopment Area

RESULT: Introduced 2/11/2026 - Passed
MOVER: Deputy Mayor Amy Quinn
SECONDER: Council member Eileen Chapman
AYES: Mayor John Moor, Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Eileen Chapman
NAYS: None

2026-4 Ordinance Repealing Existing Section 2-88 Development Fees, Of Chapter 2, Administration, Of The Code Of The City Of Asbury Park, In Its Entirety And Replacing It With A New Section 2-88, Development Fees, Providing Regulations For The Affordable Housing Trust Fund, Collection Of Development Fees And Expenditure Of Development Fees

RESULT: Introduced 2/11/2026 - Passed
MOVER: Deputy Mayor Amy Quinn
SECONDER: Council member Eileen Chapman
AYES: Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Eileen Chapman
NAYS: Mayor John Moor

2026-5 Ordinance Repealing Existing Chapter 31, Affordable Housing, Of The Code Of The City Of Asbury Park, In Its Entirety And Replacing It With A New Chapter 12, Affordable Housing, Providing Comprehensive Regulations For The Administration Of Affordable Housing And Addressing The Current Requirements Of The Fair Housing Act And The Uniform Housing Affordability Controls (UhaC) Regarding The Asbury Park Affordable Housing Fair Share Obligation

RESULT: Passed
MOVER: Council member Eileen Chapman
SECONDER: Deputy Mayor Amy Quinn
AYES: Mayor John Moor, Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Eileen Chapman
NAYS: None

F. Public Hearing/Second Reading

2026-1 Ordinance Of The City Of Asbury Park Adding A New Section 3-40 To The City Code, To Be Entitled "E-Mobility Devices And Lithium Ion Batteries"

A motion to open 2026-1 to the public was made by Deputy Mayor Quinn and seconded by

Council member Chapman. All were favor.

No members of the public spoke.

A motion to close 2026-1 to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All were in favor.

RESULT: Passed
MOVER: Council member Eileen Chapman
SECONDER: Deputy Mayor Amy Quinn
AYES: Mayor John Moor, Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Eileen Chapman
NAYS: None

2026-2 Ordinance Amending the Main Street Redevelopment Plan

A motion to open 2026-2 to the public was made by Mayor Moor and seconded by Council member Chapman. All were favor.

The following members of the public spoke: Kim Guadagno Seresea Peterson

A motion to close 2026-2 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

RESULT: Passed
MOVER: Council member Angela Ahbez-Anderson
SECONDER: Council member Eileen Chapman
AYES: Mayor John Moor, Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Eileen Chapman
NAYS: None

G. Adjournment

The meeting was adjourned at 6:43 PM

A motion to close the meeting was made by Council member Ahbez-Anderson and seconded Deputy Mayor Quinn.

Respectfully submitted by:

Anthony Cucci, City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, February 18, 2026
REGULAR MEETING

I. Executive Session - 5:00 p.m.

A. 2026-124 Resolution Authorizing A Meeting Which Excludes The Public

B. Attorney-Client Privilege

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

Call to Order/Roll Call

Attendee Name	Status
Mayor John Moor	Present
Deputy Mayor Amy Quinn	Present
Council member Angela Ahbez-Anderson	Present
Council member Eileen Chapman	Present
Council member Yvonne Clayton	Present
City Clerk Anthony Cucci	Present
City Manager Adam Cruz	Present
City Attorney Kevin Starkey	Present

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Special Meeting Notice was forwarded to the Asbury Park Press and The Coaster on February 10, 2026, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items to be Presented:

1. Presentation by Waterfront Redevelopment Attorney, Joseph Maraziti

III. Regular Meeting

A. Public Participation

A motion was made by Council member Ahbez-Anderson and seconded by Council member Clayton to open the meeting to the public. All were in favor.

The following members of the public spoke:

Charles Lada, Mr. Carrol, Dan Sciannameo, Serese Peterson, Thomas DeSeno, Bruce Belfer, Steph Tierper, Chris Olet, Christin O'Meara, Annette, Spencer Pellis, Michaela Murray, Felicia Simmons, Dante Toro, Karen Lee Schwarz, Nicole Plasim, Joseph Keith Miller, Patty Cronin, Madeline Monaco, Joseph Meanie, David Shrier, DJ Doug, David Trotter, Celia Morrisette, Keith Johnson, Maria Callahan, Steven Sapda, Lauren, Jameson Miller, Cait Dabney, and Albert Hutchinson made a comment about the Asbury Park Boardwalk Structures.

Isaac Fredell, Bob Oath made a comment about a runapalooza event and the route through the casino building.

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

B. Individual Resolutions

2026-125 Resolution Of The Mayor And Council Of The City Of Asbury Park Acting As The Waterfront Redevelopment Entity To Support The Pending Applications Of Madison Asbury Retail, LLC For Historic And Cultural Arts Facility Expansion Tax Credits And Urging New Jersey Economic Development Authority To Approve The Applications To Enable The Restoration Of The Historic Asbury Park Convention Complex

RESULT: Passed
MOVER: Deputy Mayor Amy Quinn
SECONDER: Council member Angela Ahbez-Anderson
AYES: Mayor John Moor, Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Eileen Chapman, Council member Yvonne Clayton
NAYS: None

2025-126 Resolution Of The Mayor And Council Of The City Of Asbury Park Acting As The Waterfront Redevelopment Entity Requiring Actions Be Taken To Repair And Renovate The Casino Building, Including The Boardwalk Arcade Aka "Breezeway" Portion, The Structure Between The Boardwalk Arcade And The Carousel, The Carousel, And The Power Plant

RESULT: Passed

MOVER: Deputy Mayor Amy Quinn
SECONDER: Council member Angela Ahbez-Anderson
AYES: Mayor John Moor, Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Eileen Chapman, Council member Yvonne Clayton
NAYS: None

C. Adjournment

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. All were in favor. Meeting adjourned at 9:13 PM.

Respectfully submitted by:

Anthony Cucci, City Clerk



RESOLUTION - 2026-127

**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 February 25, 2026 the following Special Events Applications were presented for approval by the Director of Recreation:

1. St Patrick's Day Parade

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, ANTHONY CUCCI, 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. 2026-__ which was finally adopted by the City Council at a meeting held on the __ day of __, 2026

CERTIFIED BY ME THIS __ DAY OF __, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK

Date Application Received: _____
 Application Fee Paid: _____



CITY OF ASBURY PARK SPECIAL EVENT APPLICATION

Please complete the following information as required by City Ordinance 2023-15 General Licensing: 4-10

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

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- A refundable security deposit in the amount of \$500, or such other amount as determined by the City may be required to be posted to cover any damage to City property which may be occasioned as a result of the special event.
- Insurance Coverage: All permit holders must submit liability insurance coverage in the minimum amount of \$1,000,000; however, the City may require an increase in the amount of liability insurance coverage depending upon the size, scope and nature of the event planned. The City of Asbury Park, its officers, employees, agent and representatives must be named as additional insured parties on the policy. Proof of said insurance coverage shall be provided to the City at least 10 days prior to the event.
- Indemnification: All permit holders shall defend, indemnify and hold the City of Asbury Park, its officers, employees, contractors, agents and representatives, including but not limited to the City's insurance carrier, risk manager and professionals harmless from and against any and all liability for claims, demands, damages, suits, judgements, fines, losses and expenses of any nature, which are sustained as a result of the event and shall execute an indemnification and hold harmless agreement in a form acceptable to the City prior to the event

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

Name of Event: Asbury Park St. Patrick's Day Parade

Date of Event: March 8, 2026 Rain Date: No

Time of Event: 1 PM to 3:30 PM Setup time: 10 AM Break-down time: 4 PM or sooner

Location of Event: Ocean Ave to Cookman to Main - City Hall

Type of Event (check all that apply):

<input type="checkbox"/> Festival	<input checked="" type="checkbox"/> Parade	<input type="checkbox"/> Foot Race
<input type="checkbox"/> Wedding*	<input type="checkbox"/> Beach Event	<input type="checkbox"/> Concert
<input type="checkbox"/> Bike Ride/Race	<input type="checkbox"/> Triathlon	<input type="checkbox"/> Multi Day Event
<input type="checkbox"/> Rally/Demonstration	<input type="checkbox"/> Swim Event	<input type="checkbox"/> Other: _____

*Wedding applicants only need to complete page 6 & 7.

APPLICANT INFORMATION

1. Name of Applicant/Organization: Asbury Park St. Patrick's Day Parade
 2. Address of Applicant: PO Box 694
 3. Telephone #: 732-799-0993 Cell Phone #: _____ E-mail: gg518@aol.com
 4. Is your organization non-profit? yes If so, please provide Tax ID# 46-3009002
Please attach a copy of your non-profit certificate to the application
 5. Describe in detail the type of event you want to stage: St. Patrick's Day Parade
Same as the last 11 yrs.
 6. Estimated attendance: 5+8k weather dependent
 7. YES NO Will drones be a part of your event?
 8. YES NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: Musical Floats
Speakers
- (speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. YES NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
 10. YES NO Is there an admission charge? If yes, how much? _____
 11. YES NO Is there a vendor charge? If yes, how much? _____
 12. YES NO Has this event been held in the past?
If Yes, please answer the following questions:
 - Date of last event? March 2025
 - Location Same as in Description
 - Contact person: Garrett Giberson
 - Email gg518@aol.com Phone # 732-799-0993

13. YES NO Will you be hiring a licensed professional security company?

If Yes, please complete:

Company Name: _____ Contact name: _____

Phone #: _____ Cell #: _____

Email address: _____

The Asbury Park Police Department will review all security plans. Plans must meet city, state and Homeland Security guidelines and policies. SORA (Security Officer's Registration Act) license required for all security companies. A copy of the security company's contract may be requested.

14. YES NO Do you intend to hire Asbury Park Officers for your event?

If yes, how many? _____ AP Police Department will review application and determine if and how many officers need to be hired.

15. YES NO Will road closures be required? If yes, please identify what streets and the times the closure required usually Rolling Closures TBD BY APPD

AP City ordinance requires the hiring of an off duty officers if a street is closed. Additional charges will include barricades and street blocking fee (see fee schedule)

16. YES NO If requesting a road closure, will you require vehicles parked on-street to be removed for your event? As per APPD in the past.

17. YES NO Will you require reserved parking spaces for your event, outside of any road closures you may or may not be requesting?

If yes, how many: _____ and where _____

Please visit www.cityofasburypark.com/reserveparking to purchase reserved parking spaces. All road closure and parking requests must be made and paid for 10 business days prior to event.

18. YES NO Will you have sponsors for your event? If so, Please list below them:

Photos of sponsor advertisement will need to be provided

19. YES NO Will food be provided? All food vendors should contact the Fire Department to determine if any fire permits are required. The Monmouth County Health Department will be on site to inspect all food vendors to ensure proper protocols are in place and being followed. (See attached form from Monmouth County Health Dept)

20. YES NO Will sterno be used?

21. YES NO Will you be hiring EMTS? AP Fire Department will review application and determine if and how many EMTS need to be hired.

22. YES NO Will you be hiring lifeguards? AP Beach Safety Supervisor will determine if and how many lifeguards will need to be hired.

23. YES NO Does your event have any tents or canopies?

Tents Canopies

If yes, how many? _____ Sizes(sq ft) _____

All events utilizing tents and/or canopies should contact the Fire Department to determine if any fire permits are required. Stakes cannot be used to hold tents in place. This will cause damage to our sprinkler system. Any damage caused will be the responsibility of the applicant and you will be billed accordingly.

24. YES NO Will electricity be needed? If yes, explain how will this be provided:

Generators require a permit from the Construction department

25. YES NO Will this event have staging or platforms? If Yes, please provide the following:

• Size and Height of stage or platform _____

• Name of stage provider _____

Depending on the size of the stage our construction department may require engineering reports & permits

26. YES NO Will any area be fenced off? Please explain _____

Name of Fence Provider: _____

Be sure to request a sprinkler head map for City parks.

27. YES NO Do you plan to provide portable restrooms? If yes, how many? 506

Number of ADA restrooms _____. Please indicate on your site plan where these restrooms will be located. Estimated # of units: up to 500 people-5 units; 1000 people- 8 units; 2500 people-15 units

➤ Restroom Provider: _____

28. YES NO Will you have your own cleanup crew? # _____

If trash, food debris or anything else is left behind from your event, security deposit will be forfeited

29. YES NO Will you hire DPW staff to cleanup? See fee schedule for fees. Depending on the event, The City reserves the right to require DPW staff be hired.

30. YES NO Will you require use of the City's trash cans? If yes, how many? _____
 YES NO Recyclable cans? _____ If yes, how many? _____
Recycling is required at all events. Failure to do so may result in State and local fines

31. YES NO Will you be renting a dumpster? If yes, what size: _____
How many: _____ Delivery Date: _____ Pickup Date: _____ Please indicate on your site plan where dumpsters will be located.
➤ Name of Company providing dumpster: _____

32. Please explain how you will provide cleanup, disposal and removal of trash and debris associated your event:

As mentioned on page 1, a refundable deposit may be required for all events held on City property. Deposit is forfeited if debris, trash, recyclables etc. are not removed. The applicant is responsible for all cleanup of any items associated with your event. The City will provide trash and recyclable containers for your use.

All fees and are estimated only and may be adjusted as needed.

The City reserves the right to revoke the permit for the following reasons including but not limited to: the nature of the event changes or expands without consent of the City; if State or Federal Executive Orders prohibits events from occurring; public safety or health are called into question; inclement weather forecast or conditions; proper permits are not obtained by applicant; if all fees are not paid in full and insurance is not provided 10 days prior to the event.


Signature of Applicant

2-12-26
Date

Garrett M. Giberson
Printed Name of Applicant

President
Title



CITY OF ASBURY PARK WEDDING CEREMONY APPLICATION

Beach/Park Rental Fee: \$750 (up to 3 hours)

Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

For more info, please email: Leesha.Floyd@asburypark.gov

Between Memorial Day and Labor Day, 6pm is the earliest ceremonies can begin on any beach.

- Insurance Coverage: All permit holders must submit liability insurance coverage in the minimum amount of \$1,000,000; however, the City may require an increase in the amount of liability insurance coverage depending upon the size scope and nature of the event planned. The City of Asbury Park, its officers, employees, agent and representatives must be named as additional insured parties on the policy. Proof of said insurance coverage shall be provided to the City at least 10 days prior to the event.
- Indemnification: All permit holders shall defend, indemnify and hold the City of Asbury Park, its officers, employees, contractors, agents and representatives harmless from and against any and all liability for claims, demands, damages, suits, judgements, fines, losses and expenses of any nature, which are sustained as a result of the event and shall execute an indemnification and hold harmless agreement in a form acceptable to the City prior to the event
 - Alcohol is prohibited on City beaches
 - Firework displays are prohibited w/o pre-approval from the City & proper documentation being provided to the City
 - Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: _____ Ceremony start time: _____ End time: _____
Setup time: _____ (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: _____

YES NO Will reserved parking spaces be requested? If so, how many spaces _____ where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day) All parking requests must be made and paid for 10 business days prior to event.

Applicant 1- Name & Address: _____

Contact #: _____ Email Address: _____

Applicant 2- Name & Address: _____

Contact #: _____ Email Address: _____

of people in wedding party: _____ # of people attending wedding: _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 25, 2026
RESOLUTION SUMMARY

2026-128

Amending Temporary Budget Appropriations For 2026 Budget



RESOLUTION - 2026-128

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2026 BUDGET

WHEREAS, N.J.S.A 40A:4-20 provides that the Governing Body by a 2/3 vote of the full membership thereof may make emergency temporary appropriations for any purpose for which appropriation may lawfully be made for the period between the beginning of the current fiscal year and the final adoption of the budget for the said year; and

WHEREAS, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2026 budget.

See Attached.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following Emergency Temporary Appropriation for the year 2025 be adopted and a certified copy of this resolution be provided to the City's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

I, ANTHONY CUCCI, 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. 2026-__ which was finally adopted by the City Council at a meeting held on the __ day of ____, 2026

CERTIFIED BY ME THIS __ DAY OF ____, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK

2026 EMERGENCY TEMPORARY BUDGET AMENDMENT ATTACHMENT

	FROM	TO
Current Fund:		
General Admin SW	140,494.00	187,325.00
General Admin OE	78,068.00	104,091.00
Mayor and Council SW	10,773.00	14,364.00
Mayor and Council OE	1,286.00	1,715.00
Central Functions	13,781.00	18,375.00
Clerk SW	64,802.00	86,403.00
Clerk OE	32,156.00	42,875.00
Communication SW	23,509.00	31,345.00
Communication OE	6,300.00	8,400.00
Finance SW	69,038.00	92,051.00
Finance OE	125,186.00	166,915.00
Human Resources SW	25,279.00	33,705.00
Human Resources OE	7,723.00	10,297.00
Audit	17,063.00	22,751.00
Tax Collector SW	62,114.00	82,819.00
Tax Collector OE	8,138.00	10,851.00
Tax Assessor SW	32,025.00	42,700.00
Tax Assessor OE	33,521.00	44,695.00
Legal	105,000.00	140,000.00
Data Processing SW	27,784.00	37,045.00
Data Processing OE	197,453.00	229,937.00
APTV SW	8,794.00	11,725.00
APTV OE	6,300.00	8,400.00
Planning Dept. SW	84,263.00	112,351.00
Planning Dept. OE	23,769.00	31,692.00
Engineering	65,625.00	87,500.00
Health Insurance Opt Out	24,938.00	33,251.00
Unemployment Insurance	263.00	351.00
Liability Insurance	404,997.00	539,996.00
Workers Comp	435,750.00	581,000.00
Employee Group Insurance	2,585,270.00	3,113,693.00
Police SW	3,303,423.00	4,404,564.00
Police OE	135,765.00	181,020.00
Fire SW	1,933,575.00	2,578,100.00
Fire OE	90,057.00	120,076.00
Municipal Prosecutor	14,175.00	18,900.00
Streets and Roads SW	496,125.00	661,500.00
Streets and Roads OE	176,006.00	234,675.00
Solid Waste Collection SW	43,575.00	58,100.00
Solid Waste Collection OE	552,595.00	736,793.00
Buildings and Grounds SW	79,275.00	105,700.00

Buildings and Grounds OE	45,098.00	60,131.00
Social Services SW	61,425.00	81,900.00
Social Services OE	15,682.00	20,909.00
Senior Citizens SW	55,388.00	73,851.00
Senior Citizens OE	7,941.00	10,588.00
Parks and Recreation SW	80,325.00	107,100.00
Parks and Recreation OE	69,090.00	92,120.00
Municipal Court SW	100,800.00	134,400.00
Municipal Court OE	14,779.00	19,705.00
Public Defender	7,875.00	10,500.00
Construction Code SW	130,919.00	174,559.00
Construction Code OE	2,163.00	2,884.00
Code Enforcement SW	131,975.00	175,967.00
Code Enforcement OE	3,876.00	5,168.00
Street Lighting	97,125.00	129,500.00
Telephone	43,313.00	57,751.00
Gasoline	81,375.00	108,500.00
Light,Heat,Power	99,750.00	133,000.00
Fire Hydrant Rent	76,125.00	101,500.00
Contribution to Accu. Absences	260,125.00	313,500.00
PERS	312,264.00	1,241,169.05
Social Security	315,000.00	420,000.00
PFRS	1,587,402.00	6,211,009.00
DCRP	263.00	351.00
Maint. Free Public Library	281,063.00	374,751.00
BPP Due to Board of Education	29,467.00	39,289.00
Mon. County 911 Dispatch	189,583.00	252,777.00
Body Armor Replacement Fund		8,120.89
Sewer Operating Fund:		
Salaries and Wages	214,950.00	286,600.00
Other Expenses	505,969.00	674,625.00
NJEIT DEP Admin Fees	5,250.00	7,000.00
Social Security	21,000.00	28,000.00
Beach Operating Fund:		
Salaries and Wages	470,663.00	627,551.00
Other Expenses	131,775.00	175,700.00
Social Security	19,688.00	26,251.00
Transportation Operating Fund:		
Salaries and Wages	260,400.00	347,200.00
Other Expenses	219,424.00	292,565.00
Social Security	10,500.00	14,000.00



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 25, 2026
RESOLUTION SUMMARY

2026-129

Authorizing The Transfer Of Appropriation Reserves In The Fiscal Year 2025 Budget



RESOLUTION - 2026-129

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

**RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATION RESERVES
IN THE FISCAL YEAR 2025 BUDGET**

WHEREAS, it has been determined that various line items within the 2024 fiscal year appropriation reserve operating budget need additional funds to cover these expenditures; and,

WHEREAS, it has also been determined that sufficient balances remain in various expense accounts to cover these expenditures; and,

WHEREAS, new jersey statute 40a:4-59 allows for the transfer of funds between line items during the first three months of the following year.

NOW, THEREFORE BE IT RESOLVED by the mayor and council of the city of Asbury Park that the chief financial officer is hereby authorized to make the following appropriation reserve budget transfers:

CURRENT FUND:	FROM	TO
LEGAL	\$50,000.00	
ENGINEERING	35,000.00	
FINANCE OE		\$85,000.00

BE IT FURTHER RESOLVED THAT THE CITY CLERK IS HEREBY INSTRUCTED TO PROVIDE A CERTIFIED COPY TO THE CHIEF FINANCIAL OFFICER AND THE CITY AUDITOR.

I, ANTHONY CUCCI, 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. 2026-__ which was finally adopted by the City Council at a meeting held on the __ day of ____, 2026

CERTIFIED BY ME THIS __ DAY OF ____, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 25, 2026
RESOLUTION SUMMARY

2026-130

Resolution authorizing the amendment of Resolution #2025-426 awarding a contract to File Bank, Inc. for records management & digitalization and data conversion project at the Police Department. Resolution #2025-426 was awarded in the amount of \$47,354.06 utilizing capital funds. File Bank has sent an updated quote for an additional \$4,167.94 for additional records management & digitalization and data conversion.



RESOLUTION - 2026-130

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

RESOLUTION AMENDING RESOLUTION #2025-426 AWARDING A CONTRACT TO FILE BANK, INC. FOR RECORDS MANAGEMENT & DIGITALIZATION AND DATA CONVERSION PROJECT AT THE POLICE DEPARTMENT

WHEREAS, the City of Asbury Park adopted Resolution #2025-426 on October 23, 2025 authorizing a contract for Records Management and Data Conversion Project at the Police Department to File Bank, Inc. totaling \$47,354.06; and

WHEREAS, the City of Asbury Park received an updated quote from File Bank, Inc. for an additional \$4,167.94 for records management and data conversion project; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account C-04-55-998-183-005. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the amendment of Resolution # 2025-426 and authorizing a contract for Records Management and Data Conversion Project at the Police Department to File Bank, Inc. in the additional amount of \$4,167.94 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Police and Purchasing Agent.

I, ANTHONY CUCCI, 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. 2026-__ which was finally adopted by the City Council at a meeting held on the __ day of ____, 2026

CERTIFIED BY ME THIS __ DAY OF ____, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK



CITY OF ASBURY PARK POLICE DEPARTMENT - ADDITIONAL FUNDING - KEYSTONE PURCHASING NETWORK PROPOSAL

QUOTE 6211

(PLEASE USE THIS NO. TO REFERENCE THE PO)

PROPOSAL SEND ON 01 / 16 / 2026

Expires on 05 / 16 / 2026

PREPARED FOR

Joseph Swansinger

City of Asbury Park

joseph.swansinger@cityofasburypark.com

Created By

Jeannette Castro

FileBank Inc.

Main 973-279-4411

Cell 973-767-7664

jcastro@filebankinc.com

<http://www.filebankinc.com>

PRICING WITH SCOPE OF WORK

ONE TIME PROJECT FEES	Price	QTY	Subtotal
ORGANIZATION SERVICES			
T89 - Purge 1.2 By Cubic Foot All boxes in BAD condition will be re-packed. Boxes will be labeled, barcoded and their description would be added to the document management system. Clients will be given access through the physical cabinet (P-Cabinet) to review the box description for on demand ordering and scanning. 145 1.2 boxes/174 cubic feet 20 3.0 boxes/60 cubic feet	\$11.37	234	\$2,660.58
410 - New Add Boxes will be labeled, barcoded and their description would be added to the document management system. 15 boxes/18 cubic feet	\$6.19	18	\$111.42
PUR - Purge Hourly Labor Rate Necessary men hours to complete the project	\$54.55	3	\$163.65
RETENTION SERVICES			
FBRET - Off-Site Retention Service per hour	\$95.00	10	\$950.00
TRANSPORTATION			
T86 - Standard Transport Transportation is calculated per mile to destination from 23 Thornton, Oakland N.J 07436 to destination Police Department: 1 Municipal Plaza Asbury Park	\$3.41	69	\$235.29
20% Fuel Surcharge	\$47.00	1	\$47.00
<input type="checkbox"/> T67- Standard Box Handling Per Cubic Foot WAIVED	\$3.00	252	\$756.00
<input type="checkbox"/> FM0017 - Loading Dock Fee per CF WAIVED	\$2.00	252	\$504.00



Subtotal \$4,167.94

Total \$4,167.94

Monthly Fees	Price	QTY	Subtotal
SFT - Storage per CF Box storage.	\$0.49	252	\$123.48

Subtotal **\$123.48**

Total \$123.48

CUSTOMER AGREEMENT

Accepted by:

Signature: _____ Printed Name: _____

Date:

City of Asbury Park

FileBank Inc.

Effective Date: 1/16/2026

Signed by:



Date: 1/16/2026



KPN Pricing 2026

Product Category	Product Description	Unit of Measure	Price
410	NEW ADD	CUBIC FOOT	\$ 6.19
433	SHREDDING BIN RATE	EACH	\$ 54.55
434	SHRED	MINUTE	\$ 6.63
441	PERMANENT REMOVAL	CUBIC FOOT	\$ 9.52
443	RETENTION SERVICES REPORT	EACH	\$ 11.37
460	STANDARD RETRIEVAL/RETURN	CUBIC FOOT	\$ 7.95
461	RUSH RETRIEVAL/RETURN	CUBIC FOOT	\$ 11.93
DST	DOCUMENT SHRED TRUCK CLIENT'S SITE	EACH	\$ 10.11
E77	BLUEPRINT INDEX & SCAN	EACH	\$ 3.98
E78	DAMAGED BLUEPRINT SCAN	EACH	\$ 5.40
E85	BLUEPRINT	PAGE	\$ 2.27
EAM	EMAIL ARCHIVING PER MAILBOX	MAILBOX RATE	\$ 11.37
KMS	RETENTION HOURLY LABOR	HOURLY RATE	\$ 52.50
M03	DIGITAL USER LICENSE (PER DIGITAL USER)	MONTHLY RATE	\$ 28.41
MIN	MINIMUM MONTHLY STORAGE	MONTHLY RATE	\$ 11.37
PBP	PREP BLUE PRINT MINUTES (IF NEEDED)	MINUTE RATE	\$ 0.78
PUR	PURGE HOURLY LABOR RATE	HOURLY RATE	\$ 54.55
S22	STORAGE MEGABYTES PER MONTH	MONTHLY RATE	\$ 0.06
S59	FILE STORAGE PER MONTH	MONTHLY RATE	\$ 0.07
SFT	STORAGE	CUBIC FOOT	\$ 0.57
SVP	SCANNER PER MONTH	MONTHLY RATE	\$ 339.76
T21	RECORD STORAGE CARTON	EACH	\$ 4.26
T23	8" DRAWING TUBE	EACH	\$ 17.05
T24	BOX BARCODE LABEL	EACH	\$ 0.06
T51	ADD INDEX ITEM FILE	EACH	\$ 1.71
T53	SHRED INDEX ITEM	EACH	\$ 2.84

Product Category	Product Description	Unit of Measure	Price
T54	PERM OUT INDEX ITEM	EACH	\$ 2.27
T56	STANDARD RETRIEVAL/RETURN	EACH	\$ 7.95
T57	RUSH RETRIEVAL/RETURN	EACH	\$ 11.93
T58	EMERGENCY RETRIEVAL/RETURN	EACH	\$ 15.91
T61	LABOR RATE	HOURLY RATE	\$ 54.55
T67	STANDARD RETRIEVAL/RETURN	CUBIC FOOT	\$ 3.41
T68	RUSH RETRIEVAL/RETURN BOX	CUBIC FOOT	\$ 5.11
T69	EMERGENCY RETRIEVAL/RETURN	CUBIC FOOT	\$ 6.71
T71	COPY/FAX/EMAIL	PAGE	\$ 0.63
T75	PREP MINUTES	MINUTE RATE	\$ 0.78
T77	PAGE A STANDARD (8 1/2 X 11)	PAGE	\$ 0.08
T78	DIGITAL INDEX PER FIELD ON DEMAND	EACH	\$ 0.23
T7B	PURGE BLUEPRINT ONLY 1.75CF 8" TUBE	EACH	\$ 29.83
T86	STANDARD TRANSPORT	EACH	\$ 3.41
T87	RUSH TRANSPORT	EACH	\$ 4.55
T88	PALLETIZE/SHRINKWRAP	EACH	\$ 39.77
T89	PURGE 1.2 BY CUBIC FOOT	CUBIC FOOT	\$ 11.37
T8E	EMERGENCY TRANSPORT	EACH	\$ 5.68
T90	IT SET UP FEE	EACH	\$ 194.47
T91	DIGITAL REMOVAL	EACH	\$ 0.33
VAC	ANALYTICS PER CUSTOM APPLICATION (ANY VARIABLE CUSTOM)	MONTHLY RATE	\$ 220.00
VEF	DIGITAL E-FORM PER FORM (ELECTRONIC DOCUMENTS THAT ARE SAVED BY VENDOR)	MONTHLY RATE	\$ 11.37
VFE	DIGITAL ENABLER PER APPLICATION (THIS IS VENDOR'S LINK TO DISTRICT'S MAIN APPLICATIONS)	MONTHLY RATE	\$ 100.00
VWF	DIGITAL WORKFLOW (ROUTING AND SORTING TO IN-BOX)	MONTHLY RATE	\$ 28.41
WOM	SERVICE MINIMUM PER WORK ORDER	EACH	\$ 17.05



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 25, 2026
RESOLUTION SUMMARY

2026-131

Resolution authorizing the renewal of Office 365 software subscription in the amount of \$38,993.52 with SHI off of NJ State Contract #21-TELE-01360 utilizing Computer Data funds.



RESOLUTION - 2026-131

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

RESOLUTION AUTHORIZING THE RENEWAL OF OFFICE 365 SOFTWARE

WHEREAS, the City has a need for the subscription renewal of Office 365 software for various departments within the City; and

WHEREAS, the City has obtained the attached quote from SHI International Corp. in the amount of \$38,993.52 off of NJ State Contract #21-TELE-01360; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the renewal subscription of Office 365 to the vendor listed above for an amount of \$38,993.52; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 6-01-20-140-000-222. The maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the renewal subscription of Office 365 in the amount of \$38,993.52 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of IT, and Director of Purchasing.

I, ANTHONY CUCCI, 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. 2026-__ which was finally adopted by the City Council at a meeting held on the __ day of __, 2026

CERTIFIED BY ME THIS __ DAY OF __, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK



Pricing Proposal
 Quotation #: 27091147
 Reference #: Net New NCE
 Created On: 1/26/2026
 Valid Until: 2/27/2026

NJ-City of Asbury Park

Microsoft Inside Account Manager

Joe Dellaragione

One Municipal Plaza
 Asbury Park, NJ 07712
 United States
 Phone: (732) 502-5729
 Fax:
 Email: joe.dellaragione@cityofasburypark.com

MSNorthEastGov

290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 732-624-5965
 Fax:
 Email: MSNorthEastGov@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Exchange Online (Plan 2) (GCC) Microsoft - Part#: CFQ7TTC0LH1P:000R Contract Name: M4002 NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 21-TELE-01360 Coverage Term: 2/1/2026 – 1/31/2027 Note: Net New NCE	350	\$90.63	\$31,720.50
2 Office 365 G1 (GCC) Microsoft - Part#: CFQ7TTC0J1Z9:0007 Contract Name: M4002 NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 21-TELE-01360 Coverage Term: 2/1/2026 – 1/31/2027 Note: Net New NCE	5	\$113.28	\$566.40
3 Microsoft 365 F3 GCC (GCC) Microsoft - Part#: CFQ7TTC0LH05:000X Contract Name: M4002 NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 21-TELE-01360 Coverage Term: 2/1/2026 – 1/31/2027 Note: Net New NCE	74	\$90.63	\$6,706.62
Total			\$38,993.52

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman

Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 25, 2026
RESOLUTION SUMMARY

2026-132

Resolution authorizing the amendment of Resolution #2025-385 authorizing the purchase of office furniture needed at the new Firehouse to Tanner New Jersey. Resolution #2025-385 was awarded in the amount of \$145,119.55 utilizing capital funds. Tanner New Jersey has submitted a partial invoice for an additional \$3,339 for tariffs imposed on a portion of items shipped from Mexico.



RESOLUTION - 2026-132

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

**RESOLUTION AMENDING RESOLUTION #2025-385 AUTHORIZING THE
PURCHASE OF OFFICE FURNITURE NEEDED AT THE NEW FIREHOUSE**

WHEREAS, the City of Asbury Park adopted Resolution #2025-385 on September 10, 2025 authorizing the purchase of office furniture needed at the new Firehouse totaling \$145,119.55; and

WHEREAS, the City of Asbury Park received a partial invoice from Tanner New Jersey for an additional \$3,339.00 for tariffs imposed on a portion of the items shipping from Mexico; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account C-04-55-998-176-001. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the amendment of Resolution # 2025-385 authorizing the purchase of office furniture needed at the new firehouse with Tanner New Jersey in the additional amount of \$3,339.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Chief of Fire and Purchasing Agent.

I, ANTHONY CUCCI, 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. 2026-___ which was finally adopted by the City Council at a meeting held on the ___ day of ___, 2026

CERTIFIED BY ME THIS ___ DAY OF ___, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK



1251 Lakewood-Farmingdale Road
 Howell, New Jersey 07731
 732-886-9660 - www.tannernj.com

INVOICE	
DATE	INVOICE #
01/15/26	RC50752A
SALES REP	PAYMENT TERMS
Rich Comer Tanner	Net 30

BILL TO:
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712 ATTN: Cassandra L. Dickerson Monmouth County PH: 732-502-5753 cassandra.dickerson@cityofasburypark.com

CUSTOMER PURCHASE ORDER
25-02839

SHIP TO:
Asbury Park Fire Department City of Asbury Park 200 Memorial Dr Asbury Park, NJ 07712 ATTN: Cassandra L. Dickerson PH: 732-502-5753 cassandra.dickerson@cityofasburypark.com

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
1	21.00	IOF IET151526 TABLE Tuxedo	\$ 245.52	\$ 5,155.92
2	16.00	HLF FURNITURE HLF-RC-LT-BROWN Recliner Chair Grey Faux Leather	\$ 857.98	\$ 13,727.68
3	21.00	VERSA CONCEPT LLC NDM-2025 PEX-1222-M10 TWIN XL headboard in 15 mm TSCA MDF/Melamine. 38" x 1 1/2" x 33 1/2" Negro Bed Black Frame	\$ 336.21	\$ 7,060.41
4	21.00	VERSA CONCEPT LLC PEX-1222-M11 TWIN XL metallic base, with round tubular legs. 38" x 12 1/2" x 23" Negro Bed Black Frame	\$ 581.03	\$ 12,201.63
5	21.00	Tanner New Jersey Lepro Clip on Desk Lamp LED Reading light Dimmable USB Small Clamp Lamp with 3 Color Modes 10 Brightness, Adjustable Flexible Gooseneck	\$ 29.29	\$ 615.09
6	7.00	Tanner New Jersey USB Wall Charger	\$ 0.00	\$ 0.00



1251 Lakewood-Farmingdale Road
 Howell, New Jersey 07731
 732-886-9660 - www.tannernj.com

INVOICE	
DATE	INVOICE #
01/15/26	RC50752A
SALES REP	PAYMENT TERMS
Rich Comer Tanner	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		3-pack		
7	1.00	VERSA CONCEPT LLC Tariff	\$ 3,339.00	\$ 3,339.00
8		Delivery and Assembly		

Thank you for your business.

SUBTOTAL	\$42,099.73
FREIGHT	\$0.00
DELIVERY/INSTALL	\$0.00
SALES TAX (0%)	\$0.00
TOTAL	\$42,099.73

BALANCE	\$42,099.73
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Tanner North Jersey Furniture LLC
 Howell, New Jersey 07731

Statement

Date
2/5/2026

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

Amount Due
\$42,099.73

Date	Transaction					Amount
01/15/2026	INV #RC50752A. Due 02/14/2026. Orig. Amount \$42,099.73. Imported from FCC on 01/16/2026					42,099.73
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due	
42,099.73	0.00	0.00	0.00	0.00	\$42,099.73	



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 10, 2025
RESOLUTION SUMMARY

2025-385

Resolution authorizing the purchase of office furniture needed at the new Firehouse utilizing ESCNJ Cooperative Purchasing System Bid #22/23-08 in the amount of \$145,119.55 utilizing capital funds.



RESOLUTION NO. 2025-385

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

**RESOLUTION AUTHORIZING THE PURCHASE OF OFFICE FURNITURE NEEDED
AT THE NEW FIREHOUSE**

WHEREAS, the City of Asbury Park is a member of the Educational Services Commission of New Jersey (ESCNJ); and

WHEREAS, ESCNJ has awarded The Hon Company, Safco Products, National Public Seating and Aarco Products c/o Tanner New Jersey Furniture a competitively bid contract on contract number 22/23-08; and

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

WHEREAS, the City has obtained the attached quotes from The Hon Company c/o Tanner NJ Furniture for office furniture totaling \$106,358.82; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account C-04-55-998-176-001. The maximum dollar value of the pending contract is as stated in the resolution.

WHEREAS, The Hon Company c/o Tanner NJ Furniture as per LFN 2012-10 have supplied a New Jersey Business Registration Certificate, a Statement of Corporate Ownership, Non-Collusion Affidavit, and EEO Compliance before the contract can be signed; and

WHEREAS, a Notice of Intent to Award was advertised on the City of Asbury Park website and in the Asbury Park Press on July 26, 2025 as per the requirements in LFN 2012-10.

WHEREAS, the contract between ESCNJ and The Hon Company, Safco Products, National Public Seating and Aarco Products c/o Tanner New Jersey Furniture was awarded under a fair and open process as per the requirements in LFN 2012-10.

WHEREAS, said contract and LFN 2012-10 support documents are attached to this Resolution; and

WHEREAS, the City has a need to purchase additional office furniture at the new fire

headquarters; and

WHEREAS, the City has solicited and obtained two quotes from Tanner NJ and Boomerang; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for this purchase to Tanner NJ in an amount of \$38,760.73; and

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

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 purchases as outlined in this Resolution for a total amount of \$145,119.55; and

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

I, ANTHONY CUCCI, 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. 2025-385 which was finally adopted by the City Council at a meeting held on the 10th day of September, 2025

CERTIFIED BY ME THIS 11th DAY OF September, 2025.


Anthony Cucci, City Clerk 9/11/2025

ANTHONY CUCCI
CITY CLERK

✓ Vote Record - Resolution 2025-385						
			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted						
<input type="checkbox"/> Adopted as Amended						
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Tabled						
<input type="checkbox"/> Withdrawn						
<input type="checkbox"/> Second Reading						
<input type="checkbox"/> Resolution Failed for Lack of Seconder						
	Angela Ahbez-Anderson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Eileen Chapman	Mover	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yvonne Clayton	Seconder	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Amy Quinn	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	John Moor	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 25, 2026
RESOLUTION SUMMARY

2026-133

Resolution authorizing the emergency air handler replacement and addition of glycol to the system at the WWTP to Trane U.S. Inc. in the amount of \$440,624.00 utilizing capital funds.



RESOLUTION - 2026-133

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

**RESOLUTION AUTHORIZING EMERGENCY AIR HANDLER REPLACEMENT &
ADDITION OF GLYCOL TO THE SYSTEM AT THE WWTP**

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for the emergency air handler replacement and the addition of glycol into the system at the Wastewater Treatment Plant; and

WHEREAS, the declarations of the emergency are on file with the CFO, Director of Purchasing and the City Manager as per the Local Public Contract Law; and

WHEREAS, a quote was solicited from Trane U.S. Inc.; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the emergency air handler replacement and the addition of glycol into the system at the Wastewater Treatment Plant to Trane U.S. Inc. in the amount of \$440,624.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in account C-08-55-529-025-000. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the emergency air handler replacement and the addition of glycol into the system at the Wastewater Treatment Plant in the amount of \$440,624.00 to Trane U.S. Inc. and a copy of this Resolution shall be provided to the Director of Public Works, City Manager and Director of Purchasing.

I, ANTHONY CUCCI, 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. 2026-___ which was finally adopted by the City Council at a meeting held on the ___ day of ___, 2026

CERTIFIED BY ME THIS __ DAY OF _____, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK

Tracy Lizardi

From: Adam Cruz
Sent: Monday, February 9, 2026 10:58 AM
To: Tracy Lizardi
Cc: Cassandra Dickerson; George Phipps; JoAnn Boos; Gregory Schweikert; Estefania Ortiz
Subject: RE: Written Approval for Emergency Replacement of Air Handler No. 1 and Glycol
Attachments: Memorandum for Emergency Funds for Air Handler No 1 and Glycol.docx

Good morning, Tracy:

I am declaring an emergency at the Sewer Plant for the following two items, as it meets the requirements of the NJLPCL for emergency declarations:

- The Replacement of Air Handler No. 1
- The Addition of Glycol into the System

The work will be performed in accordance to Proposal No. 8494901, dated January 26, 2026,

Contractor Name:

Trane North Jersey
19 Chapin Road, Building B, Suite 200
Pine Brook, NJ 07058



The total cost for both items is \$440,624.00


Please feel free to contact me if I can be of any assistance.


Sincerely,

Adam E. Cruz
City Manager
(He/Him/His)
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712
T: 732-502-5755



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Travel + Leisure has named Asbury Park the Best Small Beach Town in the United States for 2025:

 [Asbury Park named 2025 Best Small Beach Town in the US by Travel + Leisure](#)

From: Gregory Schweikert <Gregory.Schweikert@asburypark.gov>

Sent: Monday, February 9, 2026 10:28 AM

To: Adam Cruz <Adam.Cruz@asburypark.gov>

Cc: Cassandra Dickerson <Cassandra.Dickerson@asburypark.gov>; George Phipps <George.Phipps@asburypark.gov>; JoAnn Boos <JoAnn.Boos@asburypark.gov>; Tracy Lizardi <Tracy.Lizardi@asburypark.gov>

Subject: Written Approval for Emergency Replacement of Air Handler No. 1 and Glycol

Good morning Adam,

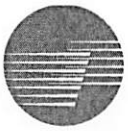
I am following up on the emergency approval for the replacement of Air Handler No. 1 and the addition of glycol to our boiler system. This project needs written approval to move forward. Attached is the memorandum with the costs included.

Thank you,

Gregory Schweikert Superintendent
Asbury Park Wastewater Treatment
732-774-5131
732-639-2390



gregory.schweikert@asburypark.gov



PROPRIETARY AND CONFIDENTIAL PROPERTY OF TRANE

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

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Job Name: Asbury Park Wastewater Treatment
AHU-1 Replacement TK

Date: 1/26/26

Proposal Number: 8494901

Price Valid for: 30 Days

Co-Op Quote Number: B6-hf7AAC-26-001

Presented By:
Trane North Jersey
19 Chapin Rd. Building B; Suite 200
Pine Brook, NJ 07058

Co-Op Contract Number: OMNIA Racine #3341

Trane US Inc is pleased to offer our proposal to furnish and install the following equipment, materials, and installation at the above-mentioned location as per your request.

PROJECT INTENT/SUMMARY

This Trane furnished installation will be performed according to all applicable local building codes, OSHA safety regulations and air conditioning industry "best practices". Trane will provide all required field project management, scheduling, and coordination of all trades along with Asbury Park personnel. Trane's assigned Project Manager will be your sole point of contact for this project.



Major Equipment

(1) Trane CSAA Air Handler W/ Explosion Proof Motors & Anti-Corrosion Coatings

- Protecall Rust Grip coating on cabinet exterior
- Trane Complete Coat Epoxy coating on heating coil
- Stainless Steel Interior Panels
- VFD NEMA 4X Enclosure - Remote Mounted

Tag Data - Performance Climate Changer (CSAA) (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	AHU-1	1	Performance Climate Changer (CSAA)	CSAA030UA

Product Data - Performance Climate Changer (CSAA)

Item: A1 Qty: 1 Tag(s): AHU-1

Unit level options

- Unit size 30
- 2.5in. integral base frame
- UL listed unit
- Right side drive

Controls and VFD/starter

- Variable volume control system
- Symbio controller – BACnet
- Explosion Proof Fan Motor
- Supply fan VFD with NEMA 4X Enclosure (Remote mounted by Contractor)

Air mixing section (Pos #1)

- Mixing box w/filter
- Door- right side
- Back damper - parallel blade
- 2in. filter frame MERV 8 Pleated media (Field Installed)

Coil section (Pos #2)

- Hot water
- 2 rows

Fan section (Pos #3)

- Supply fan
- Door- right side
- (1x) 27in. dd plenum, full width, H press
- Primary Voltage 460/3
- 15 hp Supply Fan Motor
- Inverter balance with shaft grounding

Turnkey Scope of Work

AHU

1. Safe off and disconnect electrical, ductwork, & HW piping from units
2. Demo and remove existing air handler from site
3. Disassemble the unit for rigging
4. Rig, reassemble, and set new unit in place on existing concrete pad.
5. Provide new ductwork transitions to connect existing ductwork to new unit.
6. Reconnect existing HW piping connections into new AHUs
7. All new piping will be insulated to match existing
8. Reconnect all existing electrical circuits
9. Provide Factory startup of the unit
10. Post Airflow measurements of the unit

Controls Scope of Work

1. Unit to be provided with Unit Mounted BACnet controller for standalone operation.

Glycol Scope of Work

Work to be performed on (2) Glycol Heating Loops, each supporting (1) of the new AHUs.

1. For this project, the closed loop will need to be cleaned before adding the new 40% glycol. We will fill and add our cleaning & flush out chemistry into the closed loop system. This will need to be circulated for approximately 24 hours and then drained. Once the system is drained, we will add the new 40% glycol into both systems until the system is full via the tanker truck.
2. The estimated amount of glycol needed is 2500 gallons.
3. The costs below are based on 2,500 gallons of glycol. These costs include all equipment, labor and services associated with CL-26 cleaning/flush and adding 40% glycol into the systems.
4. Based on the system volume of 2500 gallons, the quoted glycol is enough to get up to an estimated 40% glycol.
5. Please be aware that this is the estimated size of the system, and that system volume can be more or less.

General Notes & Exceptions

1. The project price above does not include NJ Sales or Use Tax.
2. Current Lead Time for Equipment is 19 Weeks
3. This proposal assumes work will be completed by December 2026. Escalation costs incurred after this date are not included and will be in addition to the Total Net Price(s) stated below. Added costs will depend upon the remaining scope identified at that time.
4. Engineering or Coordination Studies are not included.
5. Rental heating or cooling during work period is not included.
6. This project pricing is based on all work being performed during normal business hours.
7. Proposal assumes existing isolation valves are in good shape and can be used to isolate the unit.
8. Customer is responsible for relocating furniture in the work area as required
9. This proposal excludes all work associated with hazardous materials
 - a. Trane assumes that the work area will be free of asbestos prior to the start of work.
10. All work associated with fire alarm is excluded from this proposal
11. All work associated with controls is excluded from this proposal
12. Quote is based on prevailing wage labor rates
13. Customer to provide clear access to all work areas.
14. Work to correct any pre-existing code violations that may exist is not included.
15. Trane will assist owner in acquiring required building permits. Trane does not include building permit fees in this proposal. Permit fees are to be paid by owner if applicable.
16. Trane has not performed a cooling load calculation on the existing building to determine cooling capacity. New unit sized to match existing airflows, capacity, etc. Trane has sized equipment based on tonnages of existing equipment

The quoted price is valid for a period of thirty (30) days from the date of this proposal.

Pricing on the equipment in this proposal is valid for (15) days from date of proposal.

Project Pricing

Base Price..... \$ 440,624.00

We appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Michael Sebastiano

Michael Sebastiano

Service Sales Account Manager

Commercial HVAC North America
732-258-8045 – Direct Cell
973-244-7010 – Emergency Service

michael.sebastiano@trane.com

CUSTOMER ACCEPTANCE	
Authorized Representative	_____
Printed Name	_____
Title	_____
Purchase Order	_____
Acceptance Date	_____

TERMS AND CONDITIONS – COMMERCIAL TURNKEY INSTALLATION – Trane Equipment and Related Work

“Trane” or “Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions, and the final Proposal price (“Proposal Price”). If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

4. Pricing and Taxes.

a. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

b. **Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code.** For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.

5. Exclusions from Work. Company’s obligation is limited to the Work as written and defined under the scope of Work and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company in accordance with the Change of Work process defined hereunder.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. For Work requiring a longer construction schedule and progress payments, Customer shall pay Company or cause Company to be paid for the Services as follows: (a) **Initial Payment:** For Upon execution hereof, [Initial Payment]% of the Contract Price (for engineering, drafting and other mobilization costs incurred prior to on-site installation) shall be due; and (b) **Progress and Final Payments:** Company will invoice in accordance with the Proposal for all materials and equipment delivered to the job site (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within ten (10) calendar days of its date shall be past due. All amounts outstanding ten (10) calendar days beyond the due date shall bear interest payable to Trane at the maximum allowable legal rate, retroactive to the due date. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due from Customer. For all other Work, Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Equipment Location & Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane's access to correct any emergency condition shall not be restricted by Customer. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. When Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

a. Substantial Completion. When Trane considers that the Services, or a portion thereof, are substantially complete, Trane will submit to Customer a proposed "punch list" listing items of the Services to be completed prior to final completion. Customer and Trane shall inspect the Work (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Work is sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Trane shall add to the punch list any item of work that has not been completed. When the Services (or designated portion thereof) are substantially complete, Customer and Trane shall execute a Certificate of Substantial Completion, setting forth the date of Substantial Completion and shall state the date by which Trane shall complete the items included on the punch list.

b. Final Completion. Upon Customer's receipt of written notice from Trane that the installation work included in the Work is ready for final inspection and acceptance, Customer and Trane shall inspect the installation services and determine whether the same has been performed in accordance with the Proposal. If Customer considers the installation work to have been performed in accordance with the Proposal, Customer shall issue a Certificate of Final Completion and Acceptance, to be executed by an authorized representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

11. Changes in Work

a. Customer, by written change order, may request that Trane perform services in addition to the Work ("Change Order"). Trane shall be obligated to perform such additional services only pursuant to a Change Order agreed to and executed by Customer and Trane. The Change Order shall reflect the parties' agreement with respect to the scope of the additional services, the amount of any adjustment in the Proposal Price, and the extent of any adjustment in the contract time.

b. If a Change Order provides for an adjustment to the Proposal Price, such adjustment shall be based on one of the following methods:

- (1) A lump sum agreed to by Customer and Trane;
- (2) Unit prices set forth in this Agreement or subsequently agreed to; or
- (3) Cost of the work ordered plus a fee agreed to by the parties.

c. The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:

- (1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
- (2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
- (3) the costs of renting machinery and equipment, except hand tools;
- (4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
- (5) additional costs of supervision and field office personnel directly attributable to the additional work.

12. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

13. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

14. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Proposal Price, contract time, or both.

15. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

16. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

17. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

18. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

19. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

20. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, LIQUIDATED INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

21. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

22. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

23. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES

NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

24 Insurance.

- a. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:
- | | |
|------------------------------|----------------------------|
| Commercial General Liability | \$2,000,000 per occurrence |
| Automobile Liability | \$2,000,000 CSL |
| Workers Compensation | Statutory Limits |

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

- b. **Customer's Liability and Property Insurance.** (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate. (b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Proposal Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible of no more than \$5,000 from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer. (c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment. (d) Certificates of insurance acceptable to the Customer and to Trane shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment.

25. **Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

26. **General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

27. **Federal Requirements.** The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

28. **Export Laws.** The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

29. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

30. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

31. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10 (07072025)

Supersedes 1-26.251-10(0325)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data: Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to the Trane's processing of Customer Confidential Information (collectively, "Laws").
5. **Customer Data: Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

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8. **Information Security Contact.** Trane's information security contact is Local Sales Office.
 9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
 10. **Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
 11. **Security Training and Awareness.** New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
 12. **Secure Disposal Policies.** Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practically read or reconstructed.
 13. **Logical Access Controls.** Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
 14. **Contingency Planning/Disaster Recovery.** Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - a. Data backups; and
 - b. Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
 15. **Return of Customer Data.** If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
 16. **Background Checks.** Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
 17. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

SECURITY ADDENDUM
(October 2024)
Supersedes (November 2023v2)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 25, 2026
RESOLUTION SUMMARY

2026-134

Resolution Authorizing The Mayor And City Clerk To Execute Memorandum Of Understanding Between The City of Asbury Park And Eastern Atlantic State Regional Council Of Carpenters, Local 254 For The Use Of Temporary Employees



RESOLUTION - 2026-134

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

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ASBURY PARK
AND EASTERN ATLANTIC STATE REGIONAL COUNCIL OF CARPENTERS,
LOCAL 254 FOR THE USE OF TEMPORARY EMPLOYEES**

WHEREAS the City of Asbury Park from time to time has the need to hire skilled carpenters on an as needed, temporary basis to supplement its existing workforce; and

WHEREAS the Building Trade Unions operating in the County have, in their ranks, numerous individuals residing in or near the City who are qualified to perform such skilled services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park that the Mayor and the Municipal Clerk are hereby authorized to execute the attached Memoranda of Understanding between the City of Asbury Park and the following Trade Union:

EASTERN ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS

Local 254

91 Fieldcrest Ave.

Edison, New Jersey 08837

I, ANTHONY CUCCI, 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. 2026-___ which was finally adopted by the City Council at a meeting held on the ___ day of ___, 2026

CERTIFIED BY ME THIS ___ DAY OF ___, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING dated on the last day of execution as provided below is made by and between the City of _____, a municipal corporation, having its office at _____ (hereinafter the "City") and Eastern Atlantic States Regional Council of Carpenters, having its office at 3300 White Horse Pike, Mullica Township, New Jersey 08037.

WITNESSTH:

WHEREAS, the City intends to employ various members of the trades on an as needed, temporary basis to supplement its existing workforce for construction projects throughout the City; and

WHEREAS, the Eastern Atlantic States Regional Council of Carpenters has in their ranks numerous individuals who are qualified to perform such services; and

WHEREAS, the City desires to enter into a Memorandum of Understanding with the Eastern Atlantic States Regional Council of Carpenters for it to perform maintenance, repairs and/or construction labor on a temporary basis as maybe required by the City.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. The City may hire as temporary employees such members of the union referred by the Eastern Atlantic States Regional Council of Carpenters as may be required by the City to perform maintenance, repairs and/or construction work on a temporary basis.
2. The City and the Eastern Atlantic States Regional Council of Carpenters acknowledge that the number of workers required and the length of time for which they may be required is indefinite. All parties agree that the Eastern Atlantic States Regional Council of Carpenters shall provide such labor as may be required by the City at the City's sole discretion.
3. The scope of work shall include City repairs and/or construction work under the City Administrator (the "Administrator") and/or his designee(s). The Eastern Atlantic States Regional Council of Carpenters agrees to provide workers to perform such work as may be required by specifications provided by the Administrator and to perform same under the direction of the Administrator or his designee(s). The workers provided by the Eastern Atlantic States Regional Council of Carpenters shall work in harmony with the City's full-time employees, and contracted labor or vendor.
4. The wages, benefits, benefit contributions collection procedure, arbitration provisions and working conditions shall be as specified in the most recent Collective Bargaining Agreement (hereafter "CBA") negotiated on behalf of the Eastern Atlantic States Regional Council of Carpenters to be utilized as part of the scope of work. Copies of the CBA for each of the trades constituting the Eastern Atlantic States Regional Council of

Carpenters are annexed hereto and incorporated herein as Exhibit A. The City agrees to be bound by the CBA and to comply with its provisions, unless specific modifications, additional changes and/or requirements are mutually agreed upon prior to hiring the trades to perform maintenance, repairs and/or construction work.

5. The Eastern Atlantic States Regional Council of Carpenters on behalf of all union members who are assigned work under this MOU hereby waive access and claims to any and all compensation and benefits from the City other than those benefits and compensation expressly authorized in the attached CBA. The waived benefits include, but are not limited to, the following items:
 - a. Employment status as a regularly employed City employee;
 - b. Status as an employee under the New Jersey Civil Service system;
 - c. Salary or wages payable as a regularly employed City employee;
 - d. Paid leave time such as sick, vacation, personal, compensatory, holiday, etc., as furnished to regularly employed City employees;
 - e. Access to benefits, terms and conditions of employment as outlined in Collective Negotiations Agreement applicable to City employees;
 - f. Access to the City employees' health benefits program to include major medical, prescription, dental and EAP coverage;
 - g. Enrollment in, contribution, or credit toward the New Jersey Public Employees Retirement System, the Defined Contribution Retirement Program and any other State administered retirement plan;
 - h. Access to the City employees' IRS Sec. 457(b) deferred compensation plan;
 - i. Access to the City employees' IRS Sec. 125 cafeteria plan and voluntary benefits program;
 - j. Clothing, uniform and/or clothing maintenance allowances that may be furnished to regularly employed City employees;
 - k. The use of City owned or City leased tools, equipment, machinery, vehicles and other apparatus unless expressly authorized by the Administrator of Public Works and Engineering and/or his designee.

Any compensation or benefits payable to or on behalf of a union member assigned to work under the MOU shall be strictly limited to the terms and conditions as outlined in the union member's CBA.

6. The City shall provide statutory Workers' Compensation insurance and assigned to work under this MOU.
7. Any union member assigned to work under this MOU shall not be deemed to be an agent of the City.
8. Any union member assigned to work under this MOU shall wear a City issued identification badge at all time while performing assigned work and while on City premises. Said identification badge (along with any other City property issued to or in the union member's possession) shall be immediately surrendered upon completion of his/her assignment under the MOU or upon discharge.
9. The Eastern Atlantic States Regional Council of Carpenters shall bear the responsibility of ensuring that all workers supplied pursuant to the terms of this MOU are legally authorized to perform work in the United States. It shall be the Trade Council's responsibility to ensure that each worker has completed an I-9 form, and that a copy of each worker's I-9, W-4 and Social Security card be supplied to the City, along with a valid photo identification, prior to his or her assignment under this MOU.
10. The Eastern Atlantic States Regional Council of Carpenters shall also be responsible to classify workers according to the terms of their CBA as either journeymen or apprentices. For apprentices, the Eastern Atlantic States Regional Council of Carpenters shall ensure that such apprentices work under the supervision of a journeyman or foreman. The Eastern Atlantic States Regional Council of Carpenters shall notify the City of any changes to an apprentice's status.
11. The parties agree that nothing in this Memorandum of Understanding shall be deemed to amend any other contract the City may have with any other party, including but not limited to any other Union or any other vendor dealing with the City.
12. The Eastern Atlantic States Regional Council of Carpenters agrees to resolve any of the jurisdictional disputes regarding scope of work of constituent trades, as well as disputes regarding utilization of particular locals in regards to projects in different geographical areas of Cape May County.
13. This Memorandum of Understanding shall be governed by and construed in accordance with the law of the State of New Jersey, except where superseded by Federal Law.
14. This Memorandum of Understanding shall not be modified or amended except in writing signed by all parties hereto.
15. Either party may terminate this Memorandum of Understanding upon thirty (30) days written notice to the other party. If this Memorandum of Understanding is not terminated by either party as set forth herein, it shall automatically terminate on _____.

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SIGNATURE PAGE BELOW

(SEAL)

CITY OF _____

Attest: _____

By: _____

_____, Mayor

Date: _____

(SEAL)

EASTERN ATLANTIC STATES
REGIONAL COUNCIL OF CARPENTERS

Attest: _____

By: _____

Executive, Sectary, Treasurer

Date: _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 25, 2026
RESOLUTION SUMMARY

2026-135

Payment of Bills \$4,078,354.13



RESOLUTION - 2026-135

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

RESOLUTION AUTHORIZING 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 \$4,078,354.13

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	\$ 896,300.13
BOARD OF EDUCATION	<u>3,182,054.00</u>
TOTAL VOUCHERS	\$ <u>4,078,354.13</u>

I, ANTHONY CUCCI, 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. 2026-__ which was finally adopted by the City Council at a meeting held on the __ day of _____, 2026

CERTIFIED BY ME THIS ____ DAY OF _____, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
Department:DIRECTOR OF COMMUNICATIONS								
Extd:DIRECTOR OF COMMUNICATIONS								
5-01-20-151-000-203	DIRECTOR OF COMMUNICATIONS Calendar	KINTINC	KINTECH, INC.	25-03808	2026 Calendar Sort-Ship	\$371.71	\$0.00	
Extd Total: DIRECTOR OF COMMUN						\$371.71		
Department Total: DIRECTOR OF CC						\$371.71		
CAFR Total:						\$7,721.71		
Department:Planning Department								
Extd:Planning Department								
5-01-21-179-000-209	PLANNINF DEPT. Planning Board Fees	JACSER	JACK A. SERPICO	26-00420	ZB LEGAL SVS. Serpico	\$1,020.00	\$0.00	
5-01-21-179-000-210	PLANNING DEPT. Zoning Board Fees	JACSER	JACK A. SERPICO	26-00420	ZB LEGAL SVS. Serpico	\$2,745.00	\$0.00	
Extd Total: Planning Department						\$3,765.00		
Department Total: Planning Departn						\$3,765.00		
CAFR Total:						\$3,765.00		
Department:CONST CODE								
Extd:CONSTRUCTION CODE OFFICIAL								
5-01-22-200-000-209	CONST CODE Uniforms	4IMPRINT	4IMPRINT	25-03792	uniforms	\$1,318.57	\$0.00	
Extd Total: CONSTRUCTION CODE						\$1,318.57		
Department Total: CONST CODE						\$1,318.57		
CAFR Total:						\$1,318.57		
Department:WORKERS COMP								
Extd:WORKER'S COMPENSATION								
5-01-23-215-000-209	WORKER'S COMPENSATION Fees	PMACOM	PMA MANAGEMENT CORPORATION	26-00432	Dec 2025 Annual Admin.Fee	\$5,170.00	\$0.00	
Extd Total: WORKER'S COMPENSA						\$5,170.00		
Department Total: WORKERS COMF						\$5,170.00		
CAFR Total:						\$5,170.00		
Department:POLICE								
Extd:POLICE DEPARTMENT								
5-01-25-240-000-207	POLICE Clothing Allowance	AMEUNI	AMERICAN UNIFORM & SUPPLY	25-03774	7 New SLEO II entering acad.	\$3,500.00	\$0.00	
AMEUNI	AMERICAN UNIFORM & SUPPLY	25-03780	PO Ruiz new hire uniform allow			\$1,500.00	\$0.00	
						\$5,000.00		

Budget Account		Description					
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type	
5-01-25-240-000-218	POLICE Contract.Serv.						
EVERBR	EVERBRIDGE, INC	25-03823	nixle renewal	\$6,854.37	\$0.00		
LONES005	LONESTAR ACOUSTICS, LLC	25-03886	sound masking police dept.	\$7,878.75	\$0.00		
POWDMS	POWERDMS INC.	26-00235	POWER DMS 2026 subscription	\$8,991.86	\$0.00		
				\$23,724.98			
5-01-25-240-000-234	POLICE Retirement						
AMEUNI	AMERICAN UNIFORM & SUPPLY	25-03831	Retirement Badge-N. Townsend	\$230.00	\$0.00		
	Extd Total: POLICE DEPARTMENT			\$28,954.98			
	Department Total: POLICE			\$28,954.98			
Department:FIRE DEPT.							
Extd:FIRE DEPARTMENT							
5-01-25-265-000-203	FIRE DEPT. Motor Vehicle						
RHSPRI	R&H SPRING & TRUCK REPAIR,INC	25-03324	EST:SO-3058: 8375 Suspension	\$5,051.57	\$0.00		
5-01-25-265-000-214	FIRE DEPT. Building Maintenance						
ECOLAB	ECOLAB USA INC.	25-03893	Ecolab-New Firehouse Detergent	\$1,452.64	\$0.00		
5-01-25-265-000-298	FIRE DEPT. Special Operations						
GENSAF	GEN-EL SAFETY & INDUSTRIAL	26-00438	INV:38968	\$106.40	\$0.00		
	Extd Total: FIRE DEPARTMENT			\$6,610.61			
	Department Total: FIRE DEPT.			\$6,610.61			
	CAFR Total:			\$35,565.59			
Department:STREETS & ROAD							
Extd:STREETS & ROADS MAINTENANCE							
5-01-26-290-000-205	STREETS & ROAD Snowstorm Expenses						
MORSAL	MORTON SALT, INC.	26-00227	23.91 tons treated salt	\$4,247.50	\$0.00		
5-01-26-290-000-221	STREETS & ROAD Tree Pruning/Removal						
ARMTRE	ARMSTRONG TREE SERVICE LLC	25-02923	Remove Tree St Johns Island	\$5,000.00	\$0.00		
	Extd Total: STREETS & ROADS MAI			\$9,247.50			
	Department Total: STREETS & ROAI			\$9,247.50			
	CAFR Total:			\$9,247.50			
Department:PUBLIC ASST							
Extd:SOCIAL SERVICES:							
5-01-27-345-000-207	SOCIAL SERVICES Transportation Tickets						
NJTRNST	NJ TRANSIT CORP.%FINANCE DEP	25-03074	NJT Bus Fare	\$1,638.00	\$0.00		
	Extd Total: SOCIAL SERVICES:			\$1,638.00			
	Department Total: PUBLIC ASST			\$1,638.00			
	CAFR Total:			\$1,638.00			

Department:PUBLIC LIBRARY

Extd:PUBLIC LIBRARY:

Budget Account	Description						
Vendor Id	Vendor Name	P.O. Id	P.O. Description		Amount	Void Amount	P.O. Type
5-01-29-390-000-011	PUBLIC LIBRARY Base Salary						
ASBFRE	ASBURY PARK PUBLIC LIBRARY	26-00393	2025 Budget Balance		\$19,810.99	\$0.00	
5-01-29-390-000-015	PUBLIC LIBRARY Overtime						
ASBFRE	ASBURY PARK PUBLIC LIBRARY	26-00393	2025 Budget Balance		\$3,158.48	\$0.00	
	Extd Total: PUBLIC LIBRARY:				\$22,969.47		
	Department Total: PUBLIC LIBRARY				\$22,969.47		
	CAFR Total:				\$22,969.47		
	Fund Total: CURRENT				\$87,395.84		
Fund:BEACH							
Department:UTILITY OE							
Extd:BEACH UTILITY O/E: OTHER EXPENSES:							
5-05-55-502-000-215	BEACH UTILITY O/E: Lumber/Bldg. Supplies						
DREYE005	DREYER'S LUMBER & HARDWARE	25-03747	Quote Lumber and Supplies		\$15,366.56	\$0.00	
	Extd Total: BEACH UTILITY O/E: OT				\$15,366.56		
	Department Total: UTILITY OE				\$15,366.56		
5-05-55-546-000-905	BEACH UTILITY O/E: Boardwalk Repairs						
JAE LUM	JAEGER LUMBER & SUPPLY CO. IN	25-03530	NEW SHOWER PLATFORM LUMBER		\$17,841.39	\$0.00	
	Extd Total:				\$17,841.39		
	Department Total:				\$17,841.39		
	CAFR Total:				\$33,207.95		
	Fund Total: BEACH				\$33,207.95		
Fund:TRANSPORTATION UTILITY: BUDGET:							
Department:UTILITY OE							
Extd:TRANS.UTILITY O/E: OTHER EXPENSES:							
5-06-55-502-000-205	TRANS.UTILITY O/E: Enforcement Supply						
WBMASON	W.B.MASON CO., INC.	25-03688	Office Supplies End of Year		\$286.97	\$0.00	
5-06-55-502-000-210	TRANS.UTILITY O/E: Signs						
SIGNA005	SIGNAL CONTROL PRODUCTIONS	25-03512	Flashing Ped Signs		\$21,420.60	\$0.00	
	Extd Total: TRANS.UTILITY O/E: OTI				\$21,707.57		
	Department Total: UTILITY OE				\$21,707.57		
	CAFR Total:				\$21,707.57		
	Fund Total: TRANSPORTATION UTII				\$21,707.57		
	Year Total:				\$142,311.36		

Fund:CURRENT

Department:ADMINISTRATION

Extd:ADMINISTRATION

Budget Account	Description					
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
6-01-20-100-000-207	ADMINISTRATION Contractual					
DIFFE005	DIFFERENCE CARD	26-00419	Invoice 146807-AF Feb. Fees	\$12,943.70	\$0.00	
6-01-20-100-000-209	ADMINISTRATION Professional Services					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	26-00361	Invoice 8096 Afford. Housing	\$300.00	\$0.00	
6-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR	KEPWEL SPRING WATER	26-00335	ACCT #117290 JANUARY 2026	\$720.00	\$0.00	
6-01-20-100-000-251	ADMINISTRATION Comm. & Cultural Affairs					
OVERT005	OVER THE MOON ART STUDIOS	26-00356	First Friday Extension Event	\$375.00	\$0.00	
EVEINC	THE SHOWROOM CINEMA	26-00373	Theatre rental+Popcorn/ Drink	\$1,000.00	\$0.00	
OVERT005	OVER THE MOON ART STUDIOS	26-00374	staff,music,art,food,Socials	\$1,050.00	\$0.00	
				\$2,425.00		
	Extd Total: ADMINISTRATION			\$16,388.70		
	Department Total: ADMINISTRATION			\$16,388.70		
Department:MUNIC CLERK						
Extd:MUNICIPAL CLERK						
6-01-20-120-000-212	MUNICIPAL CLERK Dues,Licenses					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	26-00464	NJLM Subscription	\$175.00	\$0.00	
6-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA	THE NEW COASTER, LLC	26-00406	#11843 Annual Meeting Notice	\$32.36	\$0.00	
	Extd Total: MUNICIPAL CLERK			\$207.36		
	Department Total: MUNIC CLERK			\$207.36		
Department:FINANCE						
Extd:FINANCIAL ADMINISTRATION						
6-01-20-130-000-202	FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC.	26-00174	Finance Supplies, Labels	\$124.87	\$0.00	
6-01-20-130-000-205	FINANCE Ads					
GANNE005	GANNETT NEW YORK/NEW JERSEY	26-00222	RFQ CONSULTING PLANNER &	\$86.92	\$0.00	
6-01-20-130-000-206	FINANCE Copier					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	26-00450	#40115602 Payment #31 of 60	\$2,720.98	\$0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	26-00451	#40064063 Payment 60 of 60	\$1,347.67	\$0.00	
				\$4,068.65		
6-01-20-130-000-209	FINANCE Fees					
GREFIN	GREATAMERICA FINANCIAL SVCS.	26-00408	#41101681 - March, 2026	\$373.45	\$0.00	
	Extd Total: FINANCIAL ADMINISTRATION			\$4,653.89		
	Department Total: FINANCE			\$4,653.89		
Department:COMPUTER MIS						
Extd:COMPUTERIZED DATA PROCESSING						

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
6-01-20-140-000-225	COMPUTER DATA PROC.Document Mgt.							
FILEB005	FILE BANK, INC.	26-00430	February 2026 Storage			\$7,495.87	\$0.00	
	Extd Total: COMPUTERIZED DATA F					\$7,495.87		
	Department Total: COMPUTER MIS					\$7,495.87		
Department:LEGAL SERVICES								
Extd:LEGAL SERVICES								
6-01-20-155-000-209	LEGAL SERVICES Fees							
RAINO005	RAINONE COUGHLIN MINCHELLO	I26-00328	Invoice 25476 January 2026			\$3,332.00	\$0.00	
LAWOF005	LAW OFFICE OF GENE J ANTHONY	26-00359	Invoice 21893 Rent Leveling			\$3,750.00	\$0.00	
	Extd Total: LEGAL SERVICES					\$7,082.00		
	Department Total: LEGAL SERVICE:					\$7,082.00		
Department:APTV								
Extd:CABLE TV ADVISORY COMMITTEE								
6-01-20-162-000-201	APTV Cont/Subs/Dues							
TELCOR	TELVUE CORPORATION	26-00425	19232 TelVue streaming renewal			\$3,240.00	\$0.00	
	Extd Total: CABLE TV ADVISORY C:					\$3,240.00		
	Department Total: APTV					\$3,240.00		
	CAFR Total:					\$39,067.82		
Department:CONST CODE								
Extd:CONSTRUCTION CODE OFFICIAL								
6-01-22-200-000-205	CONST CODE Dues/Subscriptions							
MUNELE	MUNIC.ELECTRICAL INSPECT.ASS	26-00399	Annual dues			\$100.00	\$0.00	
	Extd Total: CONSTRUCTION CODE :					\$100.00		
	Department Total: CONST CODE					\$100.00		
	CAFR Total:					\$100.00		
Department:POLICE								
Extd:POLICE DEPARTMENT								
6-01-25-240-000-206	POLICE Purchase of Equipment							
LONES005	LONESTAR ACOUSTICS, LLC	26-00178	additional sound masking serv.			\$2,475.00	\$0.00	
6-01-25-240-000-218	POLICE Contract.Serv.							
WIRCOM	WIRELESS COMMUNICATIONS &	26-00347	mobile data service cont. jan			\$1,220.00	\$0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	26-00351	mobile data serv. February			\$1,220.00	\$0.00	
THOWES	THOMSON WEST CUSTOMER SER	26-00352	DB Intel software Jan			\$303.77	\$0.00	
OPTIMUM	OPTIMUM	26-00461	cable bill 12/8-17			\$311.88	\$0.00	
	Extd Total: POLICE DEPARTMENT					\$3,055.65		
6-01-25-240-000-222	POLICE Training							

Budget Account	Description							
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type		
6-01-25-240-000-222	POLICE Training		Account Continued					
BLOOD005	BLOODGOOD LAW ENFORCEMENT	26-00185	legal update training	\$195.00	\$0.00			
BLOOD005	BLOODGOOD LAW ENFORCEMENT	26-00186	Sgt. training essentials	\$195.00	\$0.00			
JHARAC	J. HARRIS ACADEMY OF POLICE	26-00349	2026 firearms training Parisi	\$189.00	\$0.00			
NJSTATE	NJ STATE ASSOCIATION OF CHIEFS	26-00350	advanced IA invest program	\$898.00	\$0.00			
NJCOA005	NJ COALITION AGAINST HUMAN	26-00384	human trafficking training	\$500.00	\$0.00			
				\$1,977.00				
	Extd Total: POLICE DEPARTMENT			\$7,507.65				
	Department Total: POLICE			\$7,507.65				
Department:FIRE DEPT.								
Extd:FIRE DEPARTMENT								
6-01-25-265-000-203	FIRE DEPT. Motor Vehicle							
FISONS	FIS on Site Service LLC	26-00073	Blanket PO not to Exceed	\$913.60	\$0.00	B		
MELCOR	AP CARWASH AND OIL CHANGE	26-00394	Full Detail FD Ford #23169MG	\$350.00	\$0.00			
				\$1,263.60				
6-01-25-265-000-229	FIRE DEPT. Medical Sup.							
EMSAR	EMSAR	26-00249	PARTS FOR STRETCHER REPAIR	\$2,046.38	\$0.00			
6-01-25-265-000-261	FIRE DEPT. Software							
ESOSO005	ESO SOLUTIONS, INC.	26-00355	INV#ESO-188880 DATA ACCESS	\$551.25	\$0.00			
6-01-25-265-000-262	FIRE DEPT. Equipment Repairs							
FIRONE	FIREFIGHTER ONE LIMITED	26-00149	Blanket PO not to Exceed	\$512.31	\$0.00	B		
	Extd Total: FIRE DEPARTMENT			\$4,373.54				
Extd:FIRE HYDRANT								
6-01-25-265-266-299	FIRE HYDRANT Misc.							
NJAMER	N.J. AMERICAN WATER CO.	26-00395	#1018-210026567043 12/27-1/27	\$23,694.99	\$0.00			
	Extd Total: FIRE HYDRANT			\$23,694.99				
	Department Total: FIRE DEPT.			\$28,068.53				
Department:PROSECUTOR								
Extd:MUNICIPAL PROSECUTOR								
6-01-25-275-000-202	PROSECUTOR Fees							
JAMBUT	JAMES N. BUTLER, JR.	26-00423	prosecutor jan 2026	\$5,200.00	\$0.00			
	Extd Total: MUNICIPAL PROSECUTOR			\$5,200.00				
	Department Total: PROSECUTOR			\$5,200.00				
	CAFR Total:			\$40,776.18				
Department:STREETS & ROAD								
Extd:STREETS & ROADS MAINTENANCE								
6-01-26-290-000-203	STREETS & ROAD Motor Vehicle							
SERV1005	SERVICE TIRE TRUCK CENTERS	26-00002	VARIOUS PARTS - BLANKET PO	\$328.98	\$0.00	B		

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
6-01-26-290-000-203	STREETS & ROAD Motor Ve				Account Continued			
		CHEVAL	CHERRY VALLEY TRACTOR SALES	26-00056	VARIOUS PARTS BLANKET	\$1,061.99	\$0.00	B
		THEHOS	THE HOSE SHOP, INC.	26-00059	VARIOUS PARTS BLANKET	\$39.92	\$0.00	B
		HUDSO005	HUDSON COUNTY MOTORS, INC.	26-00060	VARIOUS PARTS BLANKET	\$1,406.76	\$0.00	B
		JESCO	JESCO, INC.	26-00062	VARIOUS PARTS BLANKET	\$272.69	\$0.00	B
		SEACHE	SEACOAST CHEVROLET OLDS	26-00063	VARIOUS PARTS BLANKET	\$36.10	\$0.00	B
		JOHGUI	JOHN GUIRE SUPPLY	26-00213	VARIOUS PARTS BLANKET	\$1,376.71	\$0.00	B
		FREFOR	FREEHOLD FORD	26-00230	VARIOUS PARTS BLANKET	\$226.39	\$0.00	B
		EASAUT	EASTERN AUTOPARTS WAREHOU	26-00242	VARIOUS PARTS BLANKET	\$4,510.61	\$0.00	B
		QUAAUT	QUALITY AUTO GLASS, INC.	26-00296	DUMP TRUCK#46 WINDSHIELD	\$444.21	\$0.00	
		TAYTOW	TAYLOR'S TOWING	26-00444	#199664 TRK TOW TO FORD TRANSM	\$350.00	\$0.00	
						\$10,054.36		
6-01-26-290-000-205	STREETS & ROAD Snowstorm Expenses							
		ULINE	ULINE, INC.	26-00206	Ice Melt 50lb bags	\$3,540.56	\$0.00	
		JOHGUI	JOHN GUIRE SUPPLY	26-00223	ROCK SALT	\$1,273.02	\$0.00	
		MORSAL	MORTON SALT, INC.	26-00227	23.91 tons treated salt	\$2,019.44	\$0.00	
		JOHGUI	JOHN GUIRE SUPPLY	26-00239	75 Tons of Salt	\$11,893.20	\$0.00	
		BYDES	BY DESIGN LANDSCAPES, INC.	26-00357	Sunset Park Sidewalk Clearing	\$4,725.00	\$0.00	
		TRIOUS	TRIOUS, INC.	26-00396	VARIOUS PARTS PLOWS BLANKET	\$169.40	\$0.00	B
		COUMON	COUNTY OF MONMOUTH	26-00458	45.6 tons road salt	\$3,932.88	\$0.00	
						\$27,553.50		
6-01-26-290-000-212	STREETS & ROAD Tools							
		AMAZO005	AMAZON.COM SERVICES	26-00168	Garage Door Opener Remote	\$18.99	\$0.00	
6-01-26-290-000-215	STREETS & ROAD Misc. Hardware							
		THEHAR	THE HARDWARE STORE	26-00245	hardward supplles DPW	\$24.99	\$0.00	B
6-01-26-290-000-218	STREETS & ROAD Contract.Serv.							
		OPTIMUM	OPTIMUM	26-00314	monthly DPW 1/8-2/07/2026	\$48.96	\$0.00	
		QUENC005	QUENCH USA, INC.	26-00332	monthly payment 2/1-2/28/26	\$41.95	\$0.00	
		CINCOR	CINTAS CORPORATION NO 2	26-00377	reviver AED view agreement	\$107.00	\$0.00	
		DAVID005	DAVID CRAWFORD	26-00460	2026 Boot reimbursement	\$164.99	\$0.00	
						\$362.90		
6-01-26-290-000-270	STREETS & ROAD Wesley Lake Commission							
		WESLAK	WESLEY LAKE COMMISSION	26-00126	Annual Contribution	\$1,200.00	\$0.00	
					Extd Total: STREETS & ROADS MAI	\$39,214.74		
					Department Total: STREETS & ROAI	\$39,214.74		
Department: SOLID WASTE								
Extd: SOLID WASTE COLLECTION								
6-01-26-305-000-209	SOLID WASTE Fees							
		DELDEM	DELISA DEMOLITION, INC.	26-00367	tipping fees Jan. 16-31, 2026	\$23,905.15	\$0.00	
		MASREC	MAZZA RECYCLING SERVICES, LT	26-00375	bulky, tires, tax, fuel & fee	\$845.97	\$0.00	
						\$24,751.12		
					Extd Total: SOLID WASTE COLLEC1	\$24,751.12		

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
6-01-26-305-000-209	SOLID WASTE Fees				Account Continued			
Department Total: SOLID WASTE						\$24,751.12		
Department:BUILDING & GND								
Extd:BUILDINGS & GROUNDS								
6-01-26-310-000-204	BUILDING & GND Building Supplies							
GRAING	GRAINGER, INC.	26-00265	4 carpeted runners blue 3x10ft			\$794.72	\$0.00	
SHEWIL	THE SHERWIN WILLIAMS CO., INC.	26-00331	Paint and Supplies			\$461.67	\$0.00	
SHEWIL	THE SHERWIN WILLIAMS CO., INC.	26-00390	Paint for Firehouse			\$79.29	\$0.00	
						\$1,335.68		
6-01-26-310-000-210	BUILDING & GND Building Repairs							
GRAING	GRAINGER, INC.	26-00353	Zurn Faucet			\$706.22	\$0.00	
Extd Total: BUILDINGS & GROUNDS						\$2,041.90		
Department Total: BUILDING & GND						\$2,041.90		
CAFR Total:						\$66,007.76		
Department:SENIOR CENTER								
Extd:SENIOR CENTER								
6-01-27-350-000-299	SENIOR CENTER Misc.							
WEGMA005	WEGMANS FOOD MARKETS, INC	26-00301	Supplies for/replen Warm Ctr.			\$250.67	\$0.00	
Extd Total: SENIOR CENTER						\$250.67		
Department Total: SENIOR CENTER						\$250.67		
CAFR Total:						\$250.67		
Department:LIGHTING								
Extd:LIGHT,HEAT,POW								
6-01-31-435-435-299	LIGHT, HEAT & POWER Misc.							
JCPL	JCPL	26-00330	Various Accounts 12/23-1/22			\$9.30	\$0.00	
NJAMER	N.J. AMERICAN WATER CO.	26-00463	Various Accounts 1/7-2/4			\$3,412.72	\$0.00	
						\$3,422.02		
Extd Total: LIGHT,HEAT,POW						\$3,422.02		
Extd:STREET/TRAFFIC								
6-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.							
JCPL	JCPL	26-00330	Various Accounts 12/23-1/22			\$547.32	\$0.00	
SHELL005	SHELL ENERGY SOLUTIONS	26-00409	VARIOUS ACCOUNTS 12/19-1/19			\$1,416.80	\$0.00	
CONST010	CONSTELLATION NEWENERGY, INC	26-00416	Various Accounts 12/23-1/22			\$132.01	\$0.00	
JCPL	JCPL	26-00417	#100 038 407 597 12/24-1/22			\$57.46	\$0.00	
JCPL	JCPL	26-00433	#200 000 001 293 Master Acct			\$1,109.33	\$0.00	
						\$3,262.92		
Extd Total: STREET/TRAFFIC						\$3,262.92		
Department Total: LIGHTING						\$6,684.94		

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
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Department: TELEPHONE

Extd: TELEPHONE

6-01-31-440-000-299	TELEPHONE Misc.							
TMOBIL	T-MOBILE	26-00318	#990733363	12/21/25-1/20/26		\$535.22	\$0.00	
MONINT	MONMOUTH INTERNET CORPORA	26-00334	INVOICE 368426-M	FEBRUARY 2026		\$3,902.98	\$0.00	
ATLLC	AT&T MOBILITY LLC	26-00431	#DRX122025 - Data Usage			\$2,177.33	\$0.00	
						\$6,615.53		
	Extd Total: TELEPHONE					\$6,615.53		
	Department Total: TELEPHONE					\$6,615.53		

Department: GASOLINE

Extd: GASOLINE

6-01-31-460-000-299	GASOLINE Misc.							
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	26-00333	1,800.6 gallons unleaded fuel			\$3,481.92	\$0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	26-00427	753.8 gallons diesel fuel			\$2,019.57	\$0.00	
						\$5,501.49		
	Extd Total: GASOLINE					\$5,501.49		
	Department Total: GASOLINE					\$5,501.49		
	CAFR Total:					\$18,801.96		

Department: PUBLIC DEFEND.

Extd: PUBLIC DEFENDER

6-01-43-495-000-021	Fees							
LAWOF010	LAW OFFICE OF LAWRENCE W.	26-00422	public defender jan 16,23,30			\$1,500.00	\$0.00	
GREER005	GREER LAW FIRM	26-00424	public defender jan 2,9,16			\$1,500.00	\$0.00	
						\$3,000.00		
	Extd Total: PUBLIC DEFENDER					\$3,000.00		
	Department Total: PUBLIC DEFEND.					\$3,000.00		
	CAFR Total:					\$3,000.00		

CAFR: CURRENT FUND NON BUDGET ACCTS:

Department: TAXES PAYABLE:

Extd: TAXES PAYABLE:

6-01-55-001-000-001	School Taxes Payable							
ASBBOA	ASBURY PARK BOARD OF EDUCAT	26-00329	February 2026 School Tax			\$3,182,054.00	\$0.00	
6-01-55-001-000-010	REFUND OF PERMIT,LICENSE FEES							
JOSSTA	JOSH STARNER	26-00246	Refund of TOT-Code Enforcement			\$125.00	\$0.00	
	Extd Total: TAXES PAYABLE:					\$3,182,179.00		
	Department Total: TAXES PAYABLE:					\$3,182,179.00		
	CAFR Total: CURRENT FUND NON I					\$3,182,179.00		

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
6-01-55-001-000-010	REFUND OF PERMIT,LICEN				Account Continued			

Fund Total: CURRENT

\$3,350,183.39

Fund:BEACH

Department:UTILITY OE

Extd:BEACH UTILITY O/E: OTHER EXPENSES:

6-05-55-502-000-211	BEACH UTILITY O/E: Light & Power							
NJAMER	N.J. AMERICAN WATER CO.	26-00463	Various Accounts 1/7-2/4		\$208.14	\$0.00		
6-05-55-502-000-218	BEACH UTILITY O/E: Tools							
HOMDEP	HOME DEPOT USA INC.	26-00391	Router Table & Router		\$447.72	\$0.00		
Extd Total: BEACH UTILITY O/E: OT						\$655.86		
Department Total: UTILITY OE						\$655.86		
CAFR Total:						\$655.86		
Fund Total: BEACH						\$655.86		

Fund:TRANSPORTATION UTILITY: BUDGET:

Department:UTILITY OE

Extd:TRANS.UTILITY O/E: OTHER EXPENSES:

6-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies							
KEPSPR	KEPWEL SPRING WATER	26-00335	ACCT #117290 JANUARY 2026		\$12.00	\$0.00		
6-06-55-502-000-210	TRANS.UTILITY O/E: Signs							
GRAING	GRAINGER, INC.	26-00144	Concrete and Hex Nuts		\$1,525.83	\$0.00		
6-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply							
IPSGRO	IPS GROUP, INC.	26-00379	INV121258 1/26 DMS Fees		\$8,625.00	\$0.00		
6-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees							
PARKM005	PARKMOBILE USA, LLC	26-00403	INV000280 1/26 Trans Fees		\$7,883.40	\$0.00		
Extd Total: TRANS.UTILITY O/E: OTI						\$18,046.23		
Department Total: UTILITY OE						\$18,046.23		
CAFR Total:						\$18,046.23		
Fund Total: TRANSPORTATION UTII						\$18,046.23		

Fund:SEWER UTILITY: BUDGET:

Department:UTILITY OE

Extd:SEWER UTILITY O/E: OTHER EXPENSES:

6-07-55-502-000-209	SEWER UTILITY O/E: Fees							
TREREV	TREASURER STATE OF NEW JERS	26-00376	Minor Sources Fees- Air		\$2,135.00	\$0.00		
6-07-55-502-000-211	SEWER UTILITY O/E: Light & Power							
JCPL	JCPL	26-00330	Various Accounts 12/23-1/22		\$28,385.13	\$0.00		
NJAMER	N.J. AMERICAN WATER CO.	26-00463	Various Accounts 1/7-2/4		\$1,394.07	\$0.00		
						\$29,779.20		

6-07-55-502-000-218 SEWER UTILITY O/E: Contract Services

Budget Account		Description				
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
6-07-55-502-000-218	SEWER UTILITY O/E: Contr:		Account Continued			
KEPSPR	KEPWEL SPRING WATER	26-00335	ACCT #117290 JANUARY 2026	\$12.00	\$0.00	
CERID005	CERIDA INVESTMENT CORP.	26-00366	monthly answering service WTP	\$153.44	\$0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATIO	26-00451	#40064063 Payment 60 of 60	\$82.58	\$0.00	
				\$248.02		
6-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
AMEWAT	AMERICAN WATER	26-00362	FEB 26 USAGE INV.4000320411	\$403.76	\$0.00	
6-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM	26-00457	sludge disposal Jan. 2026	\$9,817.50	\$0.00	
	Extd Total: SEWER UTILITY O/E: OT			\$42,383.48		
	Department Total: UTILITY OE			\$42,383.48		
	CAFR Total:			\$42,383.48		
	Fund Total: SEWER UTILITY: BUDG			\$42,383.48		
	Year Total:			\$3,411,268.96		
Fund:GENERAL CAPITAL FUND BUDGET:						
Extd:Odr. 2018-57 Acq.Prop./Const. of FH						
C-04-55-998-176-001	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	26-00114	2026 BAN Sale	\$5,074.07	\$0.00	
	Extd Total: Odr. 2018-57 Acq.Prop./C			\$5,074.07		
Extd:Ord. 2023-19 Various Park Improv.						
C-04-55-998-184-001	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	26-00114	2026 BAN Sale	\$148.15	\$0.00	
	Extd Total: Ord. 2023-19 Various Pai			\$148.15		
Extd:Ord. 2024-26 Various Veh. & Cap. Equip.						
C-04-55-998-186-001	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	26-00114	2026 BAN Sale	\$518.52	\$0.00	
	Extd Total: Ord. 2024-26 Various Vel			\$518.52		
Extd:Ord. 2025-16 Various Capital Improvement						
C-04-55-998-187-001	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	26-00114	2026 BAN Sale	\$370.37	\$0.00	
C-04-55-998-187-002	DPW Various Equipment & Improv.					
FOXFLO	FOX FLOORS INC.	26-00180	flooring DPW Office	\$16,938.00	\$0.00	
	Extd Total: Ord. 2025-16 Various Caj			\$17,308.37		
	Department Total:			\$23,049.11		
	CAFR Total:			\$23,049.11		
	Fund Total: GENERAL CAPITAL FU			\$23,049.11		

Fund:SEWER CAPITAL FUND BUDGET:

Budget Account	Description					
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
Extd:Ord. 2025-12 Sewer Repairs						
C-08-55-529-025-001	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	26-00114	2026 BAN Sale	\$259.26	\$0.00	
	Extd Total: Ord. 2025-12 Sewer Rep:			\$259.26		
	Department Total:			\$259.26		
	CAFR Total:			\$259.26		
	Fund Total: SEWER CAPITAL FUND			\$259.26		
Fund:PARKING CAPITAL						
Department:Ord. 2020-8 Memorial Drive Paving						
Extd:Ord. 2020-8 Memorial Drive Paving						
C-09-17-906-000-901	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	26-00114	2026 BAN Sale	\$1,111.11	\$0.00	
	Extd Total: Ord. 2020-8 Memorial Dri			\$1,111.11		
	Department Total: Ord. 2020-8 Mem			\$1,111.11		
Department:Ord. 2022-8 Various Rd. Improvements						
Extd:Ord. 2022-8 Various Rd. Improvements						
C-09-17-909-000-904	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	26-00114	2026 BAN Sale	\$740.74	\$0.00	
	Extd Total: Ord. 2022-8 Various Rd. I			\$740.74		
	Department Total: Ord. 2022-8 Vario			\$740.74		
Department:Ord. 2024-20 1st Ave. Road Improvements						
Extd:Ord. 2024-20 1st Ave. Road Improvements						
C-09-17-911-000-901	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	26-00114	2026 BAN Sale	\$277.78	\$0.00	
	Extd Total: Ord. 2024-20 1st Ave. Ro			\$277.78		
	Department Total: Ord. 2024-20 1st /			\$277.78		
	CAFR Total:			\$2,129.63		
	Fund Total: PARKING CAPITAL			\$2,129.63		
	Year Total:			\$25,438.00		
Fund:GRANT FUND BUDGET:						
G-02-43-874-017-200	Recycling Tonnage Grant					
KINTINC	KINTECH, INC.	25-03808	2026 Calendar Sort-Ship	\$366.69	\$0.00	
	Extd Total:			\$366.69		
	Department Total:			\$366.69		
G-02-43-956-022-217	Opiod Settlement Funds					
TMOBIL	T-MOBILE	26-00318	#990733363 12/21/25-1/20/26	\$64.71	\$0.00	

Budget Account	Description					
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
G-02-43-956-022-217	Opiod Settlement Funds		Account Continued			
	Extd Total:			\$64.71		
	Department Total:			\$64.71		
G-02-43-969-023-201	Opioid Funds NOAT					
VISNUR	VISITING NURSES ASSN. OF CENT	26-00449	Nursing Services Decmeber 2025	\$9,916.63	\$0.00	
	Extd Total:			\$9,916.63		
	Department Total:			\$9,916.63		
G-02-43-984-024-201	Municipal Share					
CATINC	CATEL, INC.	25-02562	A.P. BOARDWALK RESTROOMS	\$409,640.00	\$0.00	B
	Extd Total:			\$409,640.00		
	Department Total:			\$409,640.00		
	CAFR Total:			\$419,988.03		
G-02-45-014-026-200	2026 Senior Center Grant					
SPRCON	SPRINGWOOD CENTER CONDOMINIUM	26-00358	1st Q 2026 Condo Fees	\$7,497.75	\$0.00	
	Extd Total:			\$7,497.75		
	Department Total:			\$7,497.75		
	CAFR Total:			\$7,497.75		
	Fund Total: GRANT FUND BUDGET:			\$427,485.78		
	Year Total:			\$427,485.78		
Fund:ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	26-00412	DOG DUES TO THE STATE 01.2026	\$271.80	\$0.00	
	Extd Total:			\$271.80		
	Department Total:			\$271.80		
	CAFR Total:			\$271.80		
	Fund Total: ANIMAL CONTROL FUN			\$271.80		
Fund:TRUST OTHER						
T-20-56-850-899-801	Reserve for Self Insurance Liability					
PMACOM	PMA MANAGEMENT CORPORATION	26-00453	Jan 2026 Billing Statement	\$59,013.47	\$0.00	
	Extd Total:			\$59,013.47		
	Department Total:			\$59,013.47		
	CAFR Total:			\$59,013.47		
	Fund Total: TRUST OTHER			\$59,013.47		
Fund:PLANNING & ZONING ESCROW FUND BUDGET:						
CAFR:PLANNING & ZONING ESCROW FUND BUDGET:						
T-21-00-592-000-299	500 8TH AVE(INSP.FEE)(LIVINGSYSTEMS,LLC)					
CLACAN	CLARKE CATON HINTZ PC	26-00364	ZBA PROF. SVS CCH	\$232.50	\$0.00	

Budget Account	Description					
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
T-21-00-592-000-299	500 8TH AVE(INSP.FEE)(LIV)		Account Continued			
	Extd Total:			\$232.50		
	Department Total:			\$232.50		
T-21-00-628-000-299	SUNSET SQUARE B4205(PERF.BOND)(PHM,LLC)					
PHMSU005	PHM SUNSET SQUARE, LLC	26-00311	Performance Bond release PHM	\$5,271.30	\$0.00	
	Extd Total:			\$5,271.30		
	Department Total:			\$5,271.30		
T-21-00-631-000-299	LOFTS AT KINGLSEY AVENUE(K.HOVNANIAN)					
LEONS010	LEON S. AVAKIAN, INC.	26-00400	PB PROF. SVS AVAKIAN	\$1,980.00	\$0.00	
	Extd Total:			\$1,980.00		
	Department Total:			\$1,980.00		
T-21-00-633-000-299	614 5TH AVENUE(CHRIS VIOLA)					
THEBE005	THE BEEKMAN LAW FIRM, LLC	26-00413	ZB LEGAL SVS CONFLICT ATTORNEY	\$340.00	\$0.00	
	Extd Total:			\$340.00		
	Department Total:			\$340.00		
T-21-00-640-000-299	610 5TH AVENUE(ROBERY YANOSEY)					
JACSER	JACK A. SERPICO	26-00420	ZB LEGAL SVS. Serpico	\$297.50	\$0.00	
	Extd Total:			\$297.50		
	Department Total:			\$297.50		
T-21-00-644-000-299	1001 FIRST AVENUE(ASBURY PARK FIRST)					
CLACAN	CLARKE CATON HINTZ PC	26-00404	PB & ZB PROF SVS. CCH	\$1,395.00	\$0.00	
	Extd Total:			\$1,395.00		
	Department Total:			\$1,395.00		
T-21-00-645-000-299	1206 DUNLEWY STREET(JENNIFER CORY)					
CLACAN	CLARKE CATON HINTZ PC	26-00404	PB & ZB PROF SVS. CCH	\$232.50	\$0.00	
	Extd Total:			\$232.50		
	Department Total:			\$232.50		
T-21-00-853-000-299	300 EMORY/531 COOKMAN(EMORY REALTY,LLC)					
JACSER	JACK A. SERPICO	26-00420	ZB LEGAL SVS. Serpico	\$425.00	\$0.00	
	Extd Total:			\$425.00		
	Department Total:			\$425.00		
	CAFR Total: PLANNING & ZONING E			\$10,173.80		
	Fund Total: PLANNING & ZONING E			\$10,173.80		

Budget Account		Description				
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
T-48-56-850-000-892	1106 MAIN STREET(MERCY CENTER CORP.)					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	26-00361	Invoice 8096 Afford. Housing	\$120.00	\$0.00	
T-48-56-850-000-896	600 MAIN STREET(600 MAIN DEVELOPERS,LLC)					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	26-00361	Invoice 8096 Afford. Housing	\$45.00	\$0.00	
Extd Total:				\$165.00		
Department Total:				\$165.00		
CAFR Total:				\$165.00		
Fund Total: CITY OF ASBURY PARK				\$165.00		
Year Total:				\$69,624.07		

Total Charged Lines: 312 Total List Amount: \$4,076,128.17 Total Void Amount: \$0.00

Totals by Year-Fund

Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	5-01	\$87,395.84	\$0.00	\$0.00	\$87,395.84
BEACH	5-05	\$33,207.95	\$0.00	\$0.00	\$33,207.95
TRANSPORTATION UT	5-06	\$21,707.57	\$0.00	\$0.00	\$21,707.57
	Year Total:	\$142,311.36	\$0.00	\$0.00	\$142,311.36
CURRENT	6-01	\$3,350,183.39	\$0.00	\$0.00	\$3,350,183.39
BEACH	6-05	\$655.86	\$0.00	\$0.00	\$655.86
TRANSPORTATION UT	6-06	\$18,046.23	\$0.00	\$0.00	\$18,046.23
SEWER UTILITY: BUDG	6-07	\$42,383.48	\$0.00	\$0.00	\$42,383.48
	Year Total:	\$3,411,268.96	\$0.00	\$0.00	\$3,411,268.96
GENERAL CAPITAL FU	C-04	\$23,049.11	\$0.00	\$0.00	\$23,049.11
SEWER CAPITAL FUNI	C-08	\$259.26	\$0.00	\$0.00	\$259.26
PARKING CAPITAL	C-09	\$2,129.63	\$0.00	\$0.00	\$2,129.63
	Year Total:	\$25,438.00	\$0.00	\$0.00	\$25,438.00
GRANT FUND BUDGET	G-02	\$427,485.78	\$0.00	\$0.00	\$427,485.78
ANIMAL CONTROL FUI	T-12	\$271.80	\$0.00	\$0.00	\$271.80
TRUST OTHER	T-20	\$59,013.47	\$0.00	\$0.00	\$59,013.47
PLANNING & ZONING I	T-21	\$10,173.80	\$0.00	\$0.00	\$10,173.80
CITY OF ASBURY PARI	T-48	\$165.00	\$0.00	\$0.00	\$165.00
	Year Total:	\$69,624.07	\$0.00	\$0.00	\$69,624.07
Total Of All Funds:		\$4,076,128.17	\$0.00	\$0.00	\$4,076,128.17

February 25, 2026 Meeting

Balance Brought Forward from Total List Amount	\$ 4,076,128.17
Home Depot (25-03167)	\$ 225.96
Pure Shots Studio (26-00128)	\$ 500.00
Shugashack (26-00437)	\$ 1,500.00

Total: \$ 4,078,354.13



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 25, 2026
RESOLUTION SUMMARY

2026-136

Commemorating the 100th Anniversary of the American Shore & Beach Preservation Association



RESOLUTION - 2026-136

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

**RESOLUTION COMMEMORATING THE 100TH ANNIVERSARY OF THE
AMERICAN SHORE & BEACH PRESERVATION ASSOCIATION**

WHEREAS, 2026 marks the 100th Anniversary of the American Shore & Beach Preservation Association (ASBPA), which has advanced coastal restoration and protection for a century, fostering collaboration among scientists, policymakers, and communities; and

WHEREAS, Harry Moore invited the governors of coastal states to Asbury Park, NJ, on Oct. 14-15, 1926, to meet about beach erosion problems. The 85 delegates voted to form a national organization; and

WHEREAS, the preservation of shores and beaches remains vital for community safety, economic strength, ecological health, and recreation, as it was at ASBPA's founding; and

WHEREAS, we have benefited from ASBPA's leadership in translating science into policy and advocating for resilient coasts; and

WHEREAS, the City of Asbury Park, NJ seeks to work with ASBPA to address future coastal challenges;

NOW, THEREFORE, BE IT RESOLVED, the City of Asbury Park, NJ, commends ASBPA for a century of leadership and reaffirms its founding purpose: to promote the well-being of the nation through careful stewardship of coasts and shores. We celebrate ASBPA's Centennial and renew our commitment to collaborative coastal preservation for current and future generations.

I, ANTHONY CUCCI, 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. 2026-__ which was finally adopted by the City Council at a meeting held on the __ day of ____, 2026

CERTIFIED BY ME THIS __ DAY OF ____, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 25, 2026
RESOLUTION SUMMARY

2026-137

Commemorating the 250th Anniversary of the United States of America



RESOLUTION - 2026-137

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

RESOLUTION OF THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY COMMEMORATING THE 250TH ANNIVERSARY OF THE UNITED STATES OF AMERICA

WHEREAS, 2026 marks the 250th anniversary of the founding of the United States of America; and

WHEREAS, to observe this momentous occasion, the U.S. Semiquincentennial Commission, established by Congress (P.L. 114-196) in 2016, and it's supporting non-profit America250, will plan and commemorate on a national level the celebration of our nation's Semiquincentennial; and

WHEREAS, New Jersey played a significant role during the American Revolution when it saw more battles and skirmishes than any other state and was truly the Crossroads of the American Revolution; and

WHEREAS, Governor Philip Murphy and the New Jersey State Legislature in 2018 authorized the creation of a program to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the founding of the United States, New Jersey's pivotal role in the American Revolution, and the contributions of its diverse peoples to the nation's past, present, and future; and

WHEREAS, the New Jersey Historical Commission, under the leadership of Secretary of State Tahesha Way, with its non-profit partner Crossroads of the American Revolution established RevolutionNJ to advance the role that history plays in public discourse, community engagement, education, tourism, and scholarship in New Jersey; and

WHEREAS, RevolutionNJ will engage New Jerseyans in all 21 counties and 564 municipalities through its officially recognized programs, initiatives, and events; and

WHEREAS, Monmouth County also has a rich history integral to the independence effort, including the critical Battle of Monmouth; and

WHEREAS, Monmouth County Board of County Commissioners has established by way of resolution, Monmouth County’s Committee that will commemorate our nation’s Semiquincentennial, highlighting Monmouth County’s role in the fight for independence, and will coordinate events and activities throughout Monmouth County, working with public and private entities; and

WHEREAS, it is fitting and desirable that we commemorate the beginning of our great nation and the role New Jersey and Monmouth County have played over the past 250 years, as well as its present and future role as part of the United States, with particular focus on the individuals, ideas, and events that shaped our Country, State, County and [City/Borough/Township]; and

WHEREAS, preserving, studying, celebrating and enjoying our history strengthens our communities by way of building bonds amongst our residents, engages our youth in the education about our nation and its founding principles, improves our economies by promoting our unique history and attracting visitors to our community.

NOW, THEREFORE, BE IT RESOLVED, that the City of Asbury Park hereby endorses RevolutionNJ and its mission to advance the role that history plays in public discourse, community engagement, education, tourism and scholarship in New Jersey.
IT IS FURTHER RESOLVED that:

1. The City Council of Asbury Park commemorates the 250th anniversary of the establishment of the United States as an independent Nation.

2. The City Council of Asbury Park authorizes the appointment of a committee to develop a plan for this commemoration that will coordinate with the federal, state and county celebration committees and will promote the maximum involvement of our residents, neighborhoods, businesses, schools, historical and civic organizations, and institutions in the commemorations.

3. The City Council of Asbury Park further urges all its residents to reflect upon the significance of this event and the role that our State, County and The City of Asbury Park and its people have played in the history and development of our Nation and to participate in this important commemoration, endeavoring to include the stories of all those whose lives are part of history, and understanding that the revolution continues

today as we uphold the ideals articulated in our founding documents.

I, ANTHONY CUCCI, 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. 2026-__ which was finally adopted by the City Council at a meeting held on the __ day of ____, 2026

CERTIFIED BY ME THIS __ DAY OF ____, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK



ORDINANCE - 2026-6

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

ORDINANCE ESTABLISHING A RESTRICTED PARKING SPACE FOR USE BY HANDICAPPED PERSONS AT THE PROPERTY LOCATED AT 9 AVENUE A IN THE CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING SECTION 7-36, ENTITLED, "HANDICAPPED PARKING," OF CHAPTER VII, "TRAFFIC," OF THE "REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW JERSEY."

WHEREAS, the City of Asbury Park (the "City") has been requested to create handicapped parking spaces located in front of the property located at 9 Avenue A in the City, on the Asbury Park City Tax Map, which handicapped parking space shall be located 20 feet on center therefrom; and

WHEREAS, pursuant to N.J.S.A. 39:4-197.5, a municipality may, by Ordinance, establish restricted parking space(s) in front of residences, schools, hospitals and other public buildings, and in shopping and business districts, for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, the Asbury Park Police Department has reviewed and approved this request; and

WHEREAS, the City therefore wishes to designate additional restricted parking spaces for use by handicapped person(s) at the aforesaid properties, and to amend and supplement Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances 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, as follows:

1. There is hereby established a restricted parking space to be located at 12 Avenue A, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin at a point located 370 feet south of the southwest corner of Adam Street and Avenue A, and extending 20

feet south on center therefrom, in accordance with the requirements set forth in this Ordinance.

2. The City Engineer is hereby designated to determine whether or not the said parking spaces and the erection of any signs associated therewith conform to the current standards prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways, as adopted by the Commissioner of Transportation, and any other Department of Transportation rules and regulations governing parking spaces and signs, and shall certify his approval of the same to the Commissioner of Transportation in accordance with the requirements of N.J.S.A. 39:4-8.1.
3. The City is authorized to erect appropriate signage to designate the handicapped parking spaces established herein and may mark the street appropriately.
4. Any signs erected or street markings employed to identify the subject parking space shall clearly and conspicuously state "Parking for Handicapped Persons Only."
5. Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended and supplemented to include the following:

Name of Street	Side	Location
<u>Avenue A</u>	<u>West</u>	<u>Asbury Park City Tax Map, which handicapped parking space shall begin at a point located 370 feet south of the southwest corner of Adam Street and Avenue A and extending 20 feet on center therefrom.</u>

The Asbury Park City Tax Map, which handicapped parking space shall begin at a point located 370 feet south of the southwest corner of Adam Street and Avenue A and extending 20 feet on center therefrom

6. On or before January 15th of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.
7. The City reserves the right to terminate the designation of the within handicapped parking space at the City's discretion.
8. All other Ordinances or parts of Ordinances that are inconsistent herewith are hereby repealed to the extent of such inconsistencies.
9. 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 that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

10. This Ordinance shall take effect upon final passage and publication in accordance with the law.

11. A certified copy of this Ordinance shall be provided to the Commissioner of Transportation within thirty (30) days of the adoption thereof.

I, ANTHONY CUCCI, 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. 2026-__ which was finally adopted by the City Council at a meeting held on the __ day of ____, 2026

CERTIFIED BY ME THIS __ DAY OF ____, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK



ORDINANCE - 2026-3

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

ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH MEMORIAL AVENUE HOLDINGS URBAN RENEWAL COMPANY LLC FOR A LONG TERM TAX EXEMPTION FOR THE REDEVELOPMENT PROJECT ON THE PROPERTY LOCATED AT 90 MEMORIAL DRIVE WHICH IS IDENTIFIED ON THE CITY TAX MAP AS BLOCK 705, LOT 4.01 LOCATED WITHIN THE SPRINGWOOD AVENUE REDEVELOPMENT AREA

WHEREAS, Memorial Avenue Holdings Urban Renewal Company LLC (the “Entity”) filed an application with the City (the “**Application**”) seeking a long term tax exemption for a proposed project consisting of: (1) the construction on and improvement of the Property with 92 residential rental units, of which not less than 19 of such residential units are to be Affordable Housing Units (as such term is defined herein), and up to 73 of which shall be unregulated market rate residential rental units; (2) the provision of approximately 11,873 square feet of commercial/retail space; (3) the provision of not less than 107 off-street parking spaces; and (4) other on-site and off-site improvements (collectively, the “**Project**”) on the real property located at 90 Memorial Drive, which was formerly identified on the official tax map of the City as Block 705, Lots 1, 2, 3 and 4, and which is now identified as Block 705, Lot 4.01 (collectively, the “**Property**”) which is within the Springwood Avenue Redevelopment Area (the “**Redevelopment Area**”) and is governed by the Springwood Avenue Redevelopment Plan (the “**Redevelopment Plan**”); and

WHEREAS, the Entity has represented to the City that the Project would not be feasible in its intended scope but for the provision of financial assistance by the City through this long-term tax exemption; and

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

WHEREAS, the City Council has reviewed the Application and the terms of the Financial Agreement, and wishes to approve the Application; and

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

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

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

- 1. GENERAL.** The aforementioned recitals are incorporated herein as though fully set forth at length.

- 2. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED.** (a) The Mayor is hereby authorized and directed to execute the Financial Agreement, substantially in the form as it has been presented to the City Council, and attached hereto as Exhibit A, subject to additions, deletions, modifications, or revisions deemed necessary and appropriate in consultation with counsel. (b) The Clerk of the City is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section 2(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document. (c) The City Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the City. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the City Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County Counsel for informational purposes.

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

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

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

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

I, ANTHONY CUCCI, 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. 2026-__ which was finally adopted by the City Council at a meeting held on the __ day of ____, 2026

CERTIFIED BY ME THIS __ DAY OF ____, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK

Financial Agreement

By and Between

The City of Asbury Park

and

**Memorial Avenue Holdings Urban Renewal Company
LLC**

**FINANCIAL
AGREEMENT**

THIS FINANCIAL AGREEMENT (hereinafter, the “**Agreement**” or “**Financial Agreement**”), made this ___ day of _____, 2026, by and between **Memorial Avenue Holdings Urban Renewal Company LLC** (the “**Entity**”), a New Jersey limited liability company whose address is 921 Claire Drive, Lakewood, New Jersey 08701, and **The City of Asbury Park**, a municipal corporation in the County of Monmouth and the State of New Jersey, having its principal office at One Municipal Plaza, Asbury Park, New Jersey 07712 (the “**City**”) (collectively, the City and the Entity shall be referred to herein as the “**Parties**”).

WITNESSETH:

WHEREAS, the Entity owns or will acquire ownership to the real property located at 90 Memorial Drive, which was formerly identified on the official tax map of the City as Block 705, Lots 1, 2, 3 and 4, and which is now identified as Block 705, Lot 4.01 (collectively, the “**Property**”); and

WHEREAS, the Property is located within an area in need of redevelopment designated in accordance with the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq (the “**LRHL**”), known as the Springwood Avenue Redevelopment Area (the “**Redevelopment Area**”) and is governed by the Springwood Avenue Redevelopment Plan (the “**Redevelopment Plan**”); and

WHEREAS, the Entity will be entering into a redevelopment agreement with the City for a mixed use residential/retail project, as described more fully below, on the Property (the “**Redevelopment Agreement**”); and

WHEREAS, the Entity has filed an application, (a copy of which is attached hereto as **Exhibit A**) (the “**Application**”), with the City seeking a tax exemption under the LTTE Law (as such term is defined below) for a mixed use residential/retail project to be constructed on the Property consisting of: (1) the construction on and improvement of the Property with 92 residential rental units, of which not less than 19 of such residential units are to be Affordable Housing Units (as such term is defined within the Redevelopment Agreement), and up to 73 of which shall be unregulated market rate residential rental units; (2) the provision of approximately 11,873 square feet of commercial/retail space; (3) the provision of not less than 107 off-street parking spaces; and (4) other on-site and off-site improvements, including all Infrastructure Improvements and Streetscape Improvements (as both such terms are defined within the Redevelopment Agreement), all in accordance with this Agreement, the Redevelopment Agreement, and the Redevelopment Plan (collectively, the “**Project**”); and

WHEREAS, the City Council has reviewed the Application and has made the following findings:

A. Relative Benefits of the Project when Compared to Costs. The granting of the long-term tax exemption provided herein will permit the development of the Project on the

Property which would not be developed but for the granting of the exemption provided herein and will also create both temporary construction and permanent jobs which will benefit the community. Thus, the City Council finds that this substantial public benefit outweighs the difference between the unabated tax amount and the amount that the Entity will be required to pay hereunder.

B. Assessment of the Importance of the Tax Exemption in Developing the Project and Influencing the Locational Decisions of Potential Occupants:

(i) This long-term tax exemption represents a logical and economical method of attracting residents who will utilize more housing options which are vital to the City and the community because but for the provision of this financial incentive and the subsidy provided thereby, the development of the Project on the Property would not be possible and thus would not occur; and

(ii) The relative stability and predictability of the Annual Service Charges will enhance the Entity's ability and opportunity to successfully construct, operate and maintain this Project, which in turn will ensure the likelihood of success over the life of the Project; and

(iii) The long-term tax exemption granted under this Financial Agreement is important to the City because without the incentive of the tax exemption granted under this Financial Agreement, it is unlikely that the Project would be undertaken and as such the goals and objectives of the Redevelopment Plan would go unfulfilled. The tax exemption is also expected to influence the locational decisions of potential occupants of the Project, and will be of benefit to the local businesses in the community and will foster the growth of additional off-site local business opportunities; and

WHEREAS, the Parties hereto wish to set forth in detail their mutual rights and obligations with respect to the tax exemption applicable to this Project by entering into this Financial Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged by the Parties, it is mutually covenanted and agreed as follows:

ARTICLE 1
GENERAL PROVISIONS

1.01 Governing Law. This Financial Agreement shall be governed by the provisions of by the provisions of the Long-Term Tax Exemption Law, N.J.S.A. 40A: 20-1 et. seq. (as amended and supplemented, the "**LTTE Law**"). It is expressly understood and agreed that the City expressly relies upon the facts, data, and presentations contained in the Application attached hereto in granting this tax exemption.

1.02 General Definitions. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall have the following

meanings:

“Allowable Net Profit” shall mean the amount arrived at by applying the allowable profit rate to the total project cost pursuant to the provisions of N.J.S.A. 40A: 20-3(c).

“Allowable Profit Rate” shall mean the greater of twelve (12%) percent or the percentage per annum arrived at by adding 1 ¼ % per annum to the annual interest percentage rate payable on the Entity’s initial permanent mortgage financing.

“Annual Service Charge” shall mean the amount that the Entity has agreed to pay the City in lieu of full taxation on the Improvements as set forth more fully within Section 4.04 of this Financial Agreement, and which is subject to verification and review by the City.

“Annual Service Charge Start Date” shall mean the date on which the Tax Assessor would have imposed an assessment for the improvements built for this Project, which normally would be the first day of the first month after the Substantial Completion of the Project

“Application” shall mean the Application that was filed by the Entity pursuant to N.J.S.A. 40A:20-8 for a long-term tax exemption for the Project which is attached hereto as **Exhibit A**.

“Auditor’s Report” shall mean a complete financial statement outlining the financial status of the Project (for a period of time as indicated by context) the contents of which shall include a certification of Total Project Cost (in the first Auditor’s Report following Substantial Completion only, with any changes to be contained in a subsequent Annual Report) and proper and accurate computations of annual Gross Revenue and Net Profit and which shall include a calculation of the Annual Service Charge due from the Entity to the City for the year that is the subject of the Auditor’s Report. The contents of the Auditor’s Report shall be prepared in conformity with generally accepted accounting principles and shall contain such information as necessary to compute the foregoing items, and any other items required by the LTTE Law, Statutes or Ordinances. The Auditor’s Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

“Certificate of Occupancy” shall mean a document issued by the City authorizing occupancy of a building.

“City” shall mean the City of Asbury Park, New Jersey.

“Default” shall mean the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Financial Agreement.

“Effective Date” shall mean the date that this Financial Agreement is fully executed by the Parties.

“Entity” shall mean Memorial Avenue Holdings Urban Renewal Company LLC, a New Jersey limited liability company whose address is 921 Claire Drive, Lakewood, New Jersey 08701 and any lawful assignees as authorized under this Financial Agreement.

“Gross Revenue” shall mean any and all revenue derived from or generated by the Project of whatever kind or amount, whether received as rent from any tenants or income or fees from third parties, including but not limited to fees or income paid or received for parking, laundry room, vending machines, and the like, or as user fees or for any other services. No deductions will be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the Entity, tenant or third party.

“Improvements” shall mean any building, structure or fixture permanently affixed to the Land.

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

“Land” shall mean the land, but not the Improvements, on the Property.

“Land Taxes” shall mean the amount of taxes assessed on the value of the Land. Land assessments are not abated and shall remain a lien on the Land.

“Land Tax Payments” shall mean the payments made on the quarterly due dates for Land Taxes on the Land as determined by the Tax Assessor and the Tax Collector.

“LTTE Law” shall mean the Long-Term Tax Exemption Law, N.J.S.A. 40A: 20-1, et. seq., as amended and supplemented

“Minimum Annual Service Charge” shall mean the minimum annual amount that the Entity must pay to the City as an annual service charge for the Property, which shall be no less than the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation.

“Net Profit” shall mean the gross revenue of the Entity less all operating and non-operating expenses of the Entity, calculated on a cumulative basis from Substantial Completion through the most recent fiscal year, as determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c).

“Project” shall mean the mixed use residential/retail project to be constructed on the Property consisting of: (1) the construction on and improvement of the Property with 92 residential rental units, of which not less than 19 of such residential units are to be Affordable Housing Units (as such term is defined within the Redevelopment Agreement which the Parties will enter into for this Project), and up to 73 of which shall be unregulated market rate residential rental units; (2) the provision of approximately 11,873 square feet of commercial/retail space; (3) the provision of not less than 107 off-street parking spaces; and (4) other on-site and off-site improvements, including all Infrastructure Improvements and Streetscape Improvements (as both such terms are defined

within the Redevelopment Agreement), all in accordance with this Agreement and the Redevelopment Plan.

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

“Property” shall mean the Land and the Improvements thereon located at 90 Memorial Drive, which was formerly identified on the official tax map of the City as Block 705, Lots 1, 2, 3 and 4, and which is now identified as Block 705, Lot 4.01.

“Redevelopment Agreement” shall mean the Redevelopment Agreement between the Parties for the Project on the Property.

“Statutes” shall mean all statutes of the State of New Jersey relevant to the Project on the Property.

“Substantial Completion” shall mean the determination by the City that the Project is ready for the use intended.

“Tax Sale Law” shall mean N.J.S.A. 54:5-1 et seq., as amended or supplemented from time to time.

“Termination” shall mean any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its long-term tax exemption on the Property.

1.03 Recitals Incorporated. The recitals are incorporated herein and made a part hereof.

1.04 Redevelopment Agreement. Any capitalized terms used herein which are not explicitly defined within this Financial Agreement shall have the meaning as defined within the Redevelopment Agreement between the Parties.

ARTICLE II **APPROVALS**

2.01 City Approval of Tax Exemption. The City has granted and does hereby grant its approval for a tax exemption for the Project to be acquired, developed and to be maintained under the provisions of the LTTE Law on the Property as described in the Application. The Entity represents and covenants that, effective as of the completion of the Project, it shall use the Project for the purposes set forth in the Application, and the land use applications filed with, and as approved by, the City in connection with this Project.

2.02 Approval of Entity. Approval hereunder is granted to the Entity for the contemplated Project on the Property, which shall in all respects comply and conform to all applicable statutes of the State of New Jersey, and the lawful regulations made pursuant thereto,

governing land, building(s) and the use thereof, and which Project is more particularly described in the Application.

ARTICLE III
DURATION OF AGREEMENT

3.01 Term. It is expressly understood and agreed by the Parties that this Financial Agreement shall become effective on the Effective Date and shall remain in effect until the termination of the Agreement in the manner set forth herein or until the expiration of the term of the Agreement. Unless this Agreement is terminated, the Agreement and the tax exemption granted hereunder shall remain in effect for a term of thirty (30) years from the date of Substantial Completion of the Project and shall continue in force only while said Project is owned by an urban renewal entity formed pursuant to the LTTE Law; provided, however, that in no case shall this Financial Agreement remain in effect longer than thirty-five (35) years from the date of execution of this Financial Agreement. Upon expiration of the term of this tax exemption, (i) the tax exemption for the Project shall no longer be in effect and the Land and the Improvements on the Property thereon shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the City and (ii) all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the City's acceptance of the Entity's final accounting.

ARTICLE IV
ANNUAL SERVICE CHARGE

4.01 Obligation to Pay Taxes on the Property. The current owner and/or the Entity, depending upon which owns the Property at the time, shall be obligated to continue to pay property taxes to the City for the Property until the Annual Service Charge Start Date. The current owner and the Entity agree that they shall not file any tax appeals relating to the Property from the Effective Date of this Agreement through its date of termination or expiration, and that they will withdraw any pending tax appeals that they have relating to the Property prior to the Effective Date of this Agreement and shall provide proof of such withdrawal to the City.

4.02 Commencement of Annual Service Charge. In consideration of the tax exemption, the Entity shall make payment of the Annual Service Charge in accordance herewith following the Annual Service Charge Start Date.

4.03 Payment of Annual Service Charge in Installments. The Annual Service Charge shall begin to accrue on the first day of the month following the Annual Service Charge Start Date and, unless there is a Termination of the Agreement, the obligation to pay the Annual Service Charge to the City shall continue for the duration of this Agreement. The Annual Service Charge will be prorated in the year in which the Annual Service Charge Start Date begins and in the year in which the Agreement expires or terminates. The Entity expressly agrees that the aforesaid Annual Service Charge(s) shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each City fiscal year. In the event that the Entity fails to so pay, the amount unpaid shall bear the highest rate of interest permitted in the case of unpaid

taxes or tax liens on the land until paid.

4.04 Calculation of Annual Service Charges. (a) The Annual Gross Revenue shall be calculated as set forth within N.J.S.A. 40A:20-3(a) and shall include the total of all revenues that would normally be payable to a landlord in the case where the landlord is responsible to pay all costs of operations and maintenance as well as to pay the full cost of the capital required to construct the Project. To the extent that the actual revenues collected by the Entity are less than such amount, due to any reason including without limitation, the payment of expenses by tenants that would normally be paid by the landlord, such as insurance, taxes and or maintenance or the existence of an intermediate entity between the Entity and any tenant, but specifically excluding reductions in revenue due to vacancies within the Project, the City shall have the right, at its sole discretion, to recalculate the amount that the revenues would have been, without such issues and to utilize the results of its recalculations in all determinations of Annual Service Charges.

(b) All parking spaces on the Property, if applicable and approved by the City, will be exclusively for the use of the owners, tenants or customers of the Property. If the Entity charges for the parking spaces on the Property, the Entity must report this as other revenue generated from the Project. In the event that the Entity seeks to lease the parking spaces on the Property, the Entity must first notify the City in writing and must comply with all City ordinances and State laws regarding parking.

(c) The Annual Service Charge for year one (1) through year five (5) of this Financial Agreement shall be the amount equivalent to ten percent (10%) of the Annual Gross Revenue generated from the Project and the Annual Service Charge for year six (6) through year nine (9) of this Financial Agreement shall be the amount equivalent to ten and half percent (10.5%) of the Annual Gross Revenue generated from the Project. The Annual Service Charge for the remaining period of the Financial Agreement shall be determined as follows, pursuant to N.J.S.A. 40A:20-12(b)(2):

(i) During year ten (10) through year fourteen (14) of the Financial Agreement, the Annual Service Charge shall be an amount equal to twelve percent (12%) of the Annual Gross Revenue generated from the Project or twenty percent (20%) of the amount of the taxes otherwise due on the value of the Land and Improvements, whichever is greater;

(ii) During year fifteen (15) through year nineteen (19) of the Financial Agreement, the Annual Service Charge shall be an amount equal to thirteen percent (13%) of the Annual Gross Revenue generated from the Project or forty percent (40%) of the amount of the taxes otherwise due on the value of the Land and Improvements, whichever is greater;

(iii) During year twenty (20) through year twenty-four (24) of the Financial Agreement, the Annual Service Charge shall be an amount equal to thirteen and a half percent (13.5%) of the Annual Gross Revenue generated from the Project or sixty percent (60%) of the amount of the taxes otherwise due on the value of the

Land and Improvements, whichever is greater;

(iv) During year twenty-five (25) through year twenty-eight (28) of the Financial Agreement, the Annual Service Charge shall be an amount equal to fourteen percent (14%) of the Annual Gross Revenue generated from the Project or eighty percent (80%) of the amount of the taxes otherwise due on the value of the Land and Improvements, whichever is greater; and

(v) During year twenty-nine (29) through year thirty (30) of the Financial Agreement, the Annual Service Charge shall be an amount equal to fourteen percent and a half percent (14.5%) of the Annual Gross Revenue generated from the Project or eighty percent (80%) of the amount of the taxes otherwise due on the value of the Land and Improvements, whichever is greater.

In no event shall the Annual Service Charge, excluding taxes on the Land, in any year after the Annual Service Charge Start Date be less than the Minimum Annual Service Charge. The Minimum Annual Service Charge shall not be reduced through any tax appeal on Land and/or Improvement during the period the Agreement is in force and effect.

4.05 Land Tax Credit. The Entity is obligated to make Land Tax Payments, notwithstanding any entitlement to a Land Tax Credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to a credit for the amount, without interest, of the Land Tax Payments paid by it in the last four preceding quarterly installments in the prior tax year (the “**Land Tax Credit**”) against the Annual Service Charge. For purposes of clarification the amount of the Land Tax Credit to be applied against the quarterly installment of the Annual Service Charge shall equal $\frac{1}{4}$ of the total Land Tax Payments paid by it in the last four preceding quarterly installments in the prior tax year. The Entity’s failure to make the requisite Annual Service Charge payment in a timely manner shall constitute a violation and breach of the Financial Agreement and the City shall, among its other remedies, have the right to proceed against the Property pursuant to the Tax Sale Law and/or may cancel the Financial Agreement upon thirty (30) days’ notice to the Entity. Any default arising out of the Entity’s failure to pay Land Taxes and/or Annual Service Charges, shall not be subject to the procedural remedies provided in Section 5.01 of this Financial Agreement.

4.06 Material Conditions. It is expressly agreed and understood that all Land Tax Payments, Annual Service Charges, including the methodology of computation, water and sewer charges, and any interest payments due, are material conditions of this Financial Agreement. If any other term, covenant or condition of this Financial Agreement or the Application, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by law.

4.07 City Administrative Charge. In addition to the Annual Service Charge, the Entity shall pay the City a fee of two (2%) percent of the Annual Service Charge added for each

year that the Financial Agreement is in effect in order to cover the City's administrative costs.

ARTICLE V
DISPUTE RESOLUTION

5.01 Dispute Resolution. In the event of a breach of this Financial 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 for relief through the filing of an appropriate proceeding to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the LTTE Law. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Monmouth County, New Jersey, and the Parties hereby waive all objections to such venue. In the event that the Superior Court does not accept jurisdiction, then the Parties shall submit the dispute to a third party neutral to be selected by mutual consent of the. Costs for said third party neutral shall be borne equally by the Parties. In the event of a default on the part of the Entity to pay the Annual Service Charge as defined in Article IV, above, the City among its other remedies, reserves the right to proceed against the Property, in the manner provided by the Tax Sale Law and any act supplementary or amendatory thereof. Whenever the word "Taxes" appear, or is applied, directly or implied to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Financial Agreement, as if the Annual Service Charge were taxes or municipal liens on land. In such event, however, the Entity, whichever the case may be, does not waive any defense it may have to contest the right of the City to proceed in the above-mentioned manner by conventional or In Rem Tax foreclosure.

ARTICLE VI
CERTIFICATE OF OCCUPANCY

6.01 Certificate of Occupancy. It is understood and agreed by the Parties that it shall be the obligation of the Entity to make all good faith efforts to obtain the Certificates of Occupancy for the Project and the improvements related thereto in a timely manner.

6.02 Filing of Certificate of Occupancy. It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of the Certificate(s) of Occupancy issued for the Project. Failure of the Entity to file such issued Certificate(s) of Occupancy as required by the preceding paragraph shall not militate against any action or non-action, taken by the City, including, if appropriate, retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity. The estimated cost basis disclosed by the Application and Financial Agreement may, at the option of the City's Construction Official, be used as the basis for construction cost in the issuance of the building permit(s).

ARTICLE VII

REPORTS AND AUDITS

7.01 Accounting System. The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

7.02 Annual Audit. Within ninety (90) days following the close of each fiscal or calendar year following issuance of the Certificate of Occupancy, depending on the Entity's accounting basis, during the Term of this Agreement, the Entity shall submit its Auditor's Report certified by a certified public accountant for the preceding fiscal or calendar year to the City's Chief Financial Officer, and the City Clerk, who shall advise those municipal officials required to be advised, and to the Director of the Division of Local Government Services in the Department of Community Affairs as required under N.J.S.A. 40A:20-9(d). Said Auditor's Report shall include, but not be limited to, the following: calculation of Annual Service Charge due from the Entity to the City, rental schedule of the Project, and the terms and interest rate on any mortgage(s) associated with the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Financial Agreement. After completion of the Project, the Entity agrees to submit a Total Project Cost audit certified by a certified public accountant within ninety (90) days after completion of the Project.

7.03 Inspections. The Entity shall permit the inspection of property, equipment, buildings and other facilities of the Project. It also shall permit, upon request, examination and audit of its books, contracts, records, documents and papers by representatives duly authorized by the City. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of any officer or agent of the Entity.

7.04 Limitation of Profits and Reserves. During the period of tax exemption as provided herein, the Entity shall be subject to limitation of its profits payable by it pursuant to the provisions of N.J.S.A. 40A:20 -15. The Entity shall have the right to establish a reserve against unpaid rentals, reasonable contingencies and/or vacancies in an amount not exceeding ten percent (10%) of the gross revenues of the Entity for the fiscal year preceding the year in which a determination is being made with respect to permitted Net Profits as provided in N.J.S.A. 40A:20-15, said reserve to be noncumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of ten percent (10%) of the preceding year's gross revenues as aforesaid.

7.05 Payment of Dividend and Excess Profit Charge. In the event the Net Profits of the Entity, as provided in N.J.S.A. 40A:20-15, shall exceed the Allowable Net Profits for such period, then the Entity shall, within 90 days after the end of such fiscal year, pay such excess profit to the City as an additional service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 7.04.

ARTICLE VIII
SALE AND/OR ASSIGNMENT PROVISIONS

8.01 Sale and/or Assignment. The Entity hereby agrees at all times prior to the expiration or termination of this Financial Agreement to remain bound by the provisions of the LTTE Law. It is an express condition of the granting of this tax exemption that during its duration, the Entity shall not, without the prior consent of the City Council, convey, mortgage or transfer, all or part of the Project so as to sever, disconnect, or divide the Improvements from the Land which are basic to, embraced in, or underlying the exempted Improvements.

8.02 Operation of Project. The Project shall be operated in accordance with the provisions of the LTTE Law, as currently amended and/or supplemented. Operation of the Project under this Financial Agreement shall not only be terminable as provided by the LTTE Law, but also by a material breach of this Financial Agreement.

ARTICLE IX
WAIVER

9.01 No Waiver. Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City or the Entity of any rights and remedies provided by the LTTE Law except for the express waiver herein of certain rights of acceleration and certain rights to terminate this Financial Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery that the City or the Entity has under law, in equity, or under any provision of this Financial Agreement.

ARTICLE X
NOTICE

10.01 Notice. Formal notices, demands and communications between and among the City and the Entity shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the City:

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

City of Asbury Park
City Tax Collector
One Municipal Plaza
Asbury Park, New Jersey 07712

City of Asbury Park
City Clerk
One Municipal Plaza
Asbury Park, New Jersey 07712

with a copy to:

David A. Clark, Esq.
Dilworth Paxson, LLP
4 Paragon Way, Suite 400
Freehold, NJ 07728

If to the Entity:

Memorial Avenue Holdings Urban
Renewal Company LLC
921 Claire Drive
Lakewood, New Jersey 08701

with a copy to:

The Law Office of Kevin E. Kennedy, Esq.
165 NJ-35 #1A
Red Bank, NJ 07701

Any notice sent to the City hereunder shall identify the Project as “90 Memorial Redevelopment Project” and shall include any assigned tax account numbers.

ARTICLE XI
DEFENSE/INDEMNIFICATION

11.01 Indemnification. It is understood and agreed that in the event that the City shall be named as party defendant in any action brought against the City by allegation of any breach, default or a violation of any of the provisions of this Financial Agreement and/or the provisions of Applicable Law, the Entity, provided that it is still the fee title owner of all or any portion of the Land, or any Improvements related thereto, shall indemnify and hold the City harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys’ fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of the Entity and/or by reason of any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of applicable law, except for the willful misconduct by the City or its officers, officials, employees or agents and

the Entity shall defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity hereby consents, the reasonable expense thereof to be borne by the Entity. To the extent practical and ethically permissible, the Entity's attorneys shall jointly defend and represent the interest of the City and the Entity as to all claims indemnified in connection with this Agreement.

ARTICLE XII **DEFAULT**

12.01 Default. Default shall be any failure of the Entity to conform to the terms of this Financial Agreement or the Redevelopment Agreement, and/or any failure of the Entity to perform any obligation imposed upon the Entity by statute, ordinance or lawful regulation beyond any applicable notice, cure or grace period.

12.02 Cure Upon Default. Should the Entity be in Default of any obligation under this Agreement or the Redevelopment Agreement, the City shall notify the Entity and any mortgagee of the Entity in writing of said Default (a "**Default Notice**"). Said Default Notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the Entity shall have ninety (90) days to cure any Default (other than a Default in payment of any installment of the Annual Service Charge, for which the cure period shall be ten (10) days) from the date of its receipt of the Default Notice. In the event of any uncured Default, the City shall have the right to proceed against the Property pursuant to applicable provisions of the LTTE Law and the Financial Agreement. Upon any Default in payment of any installment of the Annual Service Charge, the City shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the Tax Sale Law.

12.03 Remedies. In the event of any dispute between the Parties, other than a dispute arising from the failure of the Entity to timely pay any portion of the Annual Service Charge or any other financial obligation required by this Agreement, the Parties shall submit the dispute for arbitration to a third party neutral to be selected by mutual consent of the Parties. In the event of a Default on the part of the Entity to pay any installment of the Annual Service Charge required by Article IV above, the City in addition to its other remedies, reserves the right to proceed against the Entity's land and premises, in the manner provided by law, including the Tax Sale Law, and any act supplementary or amendatory thereof. Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on land. In either case, however, the Entity does not waive any defense it may have to contest the rights of the City to proceed in the above-mentioned manner.

12.04 Remedies Upon Default Cumulative; No Waiver. Subject to the other terms and conditions of this Agreement, 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 and no determination of the invalidity of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of Entity's failure to pay property taxes, the Annual Service Charge and/or any applicable water and sewer charges and interest

payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for property taxes, Annual Service Charges or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of property taxes, Annual Service Charges or other charges shall not be construed as a waiver of the right to proceed with In Rem Tax Foreclosure proceedings consistent with the terms and provisions of this Agreement.

12.05 Termination Upon Default of the Entity. In the event the Entity fails to cure or remedy the Default, including without limitation a Default as described in Section 12.01, within the time period provided in Section 12.02, the City may terminate this Agreement upon thirty (30) days written notice to the Entity (a “**Notice of Termination**”).

12.06 Final Accounting. Within ninety (90) days after the date of Termination, the Entity shall provide a final accounting to the City. For purposes of rendering a final accounting, the Termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

12.07 Conventional Taxes. Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the Land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City. The Parties agree that in the event that the Agreement is terminated or expires part-way through a calendar year, the City shall have the right to file an added assessment in order to move the Property from the City’s exempt properties list and place it on the City’s taxable properties list so that property taxes may be collected for the remainder of that year. If the City files an added assessment complaint to effectuate this change, the Entity agrees that it shall not oppose the added assessment complaint.

ARTICLE XIII **TERMINATION**

13.01 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 Section 12.02, the City may cancel this Financial Agreement upon thirty (30) days’ notice to the Entity and all lenders of record. For purposes of rendering a final financial accounting the termination of the Financial Agreement shall be deemed to be the end of the fiscal year for the Entity. The Entity shall within ninety (90) days after the date of such termination pay to the City a sum equal to the amount of the reserves, if any, maintained pursuant to N.J.S.A. 40A:20-13 and 15. Upon such termination of the Project, all affected parcels and all improvements made thereto shall be assessed and subject to taxation as are all other taxable properties within the City.

13.02 The Voluntary Termination by the Entity. The Entity may after the expiration of one year from the completion date of the Project notify the City that as of a certain date designated in the notice, the Entity intends to relinquish its status as a tax exempted project. As of the date so set, the tax exemption, the service charges and the profit and dividend restriction shall terminate. Upon termination, the Entity shall provide a final accounting and pay any reserve, if any, to the City pursuant to the provisions of N.J.S.A. 40A:20-13 and 15.

13.03 Final Accounting. Upon any termination of such exemption, whether by affirmative action of the Entity or by virtue of the provisions of the Law, or pursuant to the terms of this Financial Agreement, the date of such termination shall be deemed to be the end of the fiscal year of the Entity.

ARTICLE XIV
MISCELLANEOUS

14.01 Oral Representations. There have been no oral representations made by either of the Parties hereto which are not contained within this Financial Agreement. This Financial Agreement and the Ordinance of the City authorizing this Agreement constitute the entire agreement between the Parties regarding the tax exemption for the Property and there shall be no modifications thereto other than by a written instrument executed by the Parties hereto and delivered to each of them.

14.02 Entire Document. All conditions in the Ordinance of the City Council approving this Agreement are incorporated in this Agreement and made a part hereof.

14.03 Governing Law; Jurisdiction and Venue. This Financial Agreement shall be governed by and construed and enforced pursuant to the laws of the State of New Jersey, without regard to its conflict of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Monmouth County, New Jersey, and the Entity hereby waives all objections to such venue. Notwithstanding the above, the Parties may, upon mutual written consent, pursue alternate dispute resolution (such as mediation or binding arbitration) to attempt to resolve any issues or disputes arising from this Agreement.

14.04 Municipal Services. The Entity shall make payments for municipal services, including water and sewer charges and any services that create a lien on parity with or superior to the lien for the property taxes and Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments.

14.05 Delivery to Tax Assessor. Upon the full execution of this Financial Agreement, the Clerk of the City shall deliver to the Tax Assessor a certified copy of the Ordinance along with an executed copy of this Financial Agreement. Upon such delivery, the Tax Assessor shall implement the tax exemption granted herein as of the Annual Service Charge Start Date and shall continue to enforce the tax exemption, without further certification by the City Clerk, until the expiration of the tax exemption in accordance with the terms hereof.

14.06 Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

14.07 Counterparts. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.08 Amendments. This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have caused this Financial Agreement to be executed as of the day and year first above written.

Witness/Attest:

The City of Asbury Park

By: _____
John Moor
Mayor

Date: _____

Witness/Attest:

Memorial Avenue Holdings Urban Renewal LLC

By: _____
Name: Jacob Lipshitz
Title: Managing Member

Date: _____

STATE OF NEW JERSEY)
) SS:
COUNTY OF MONMOUTH)

BE IT REMEMBERED, that on _____, 2026, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Jacob Lipshitz, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is a Managing Member of MEMORIAL AVENUE HOLDINGS URBAN RENEWAL LLC, a limited liability company under the laws of New Jersey, and the company named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by this limited liability company; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by the deponent as and for the voluntary act and deed of said body corporate and politic, in his presence, who thereupon subscribed his name thereto as attesting witness.

Sworn and subscribed to before me this ___ day
of _____, 2026.

Notary Public of the State of NJ
My Commission Expires _____
(Affix Notarial Seal)

EXHIBIT A
LONG TERM TAX EXEMPTION APPLICATION FOR PROJECT

Year	Annual Service Charge Rate	Stages ASC Minimum	Stage
1	10.00%	0%	Years 1-9 at 0%
2	10.00%	0%	
3	10.00%	0%	
4	10.00%	0%	
5	10.00%	0%	
6	10.50%	0%	
7	10.50%	0%	
8	10.50%	0%	
9	10.50%	0%	
10	12.00%	20%	Years 10-14 at 20%
11	12.00%	20%	
12	12.00%	20%	
13	12.00%	20%	
14	12.00%	20%	
15	13.00%	40%	Years 15-19 at 40%
16	13.00%	40%	
17	13.00%	40%	
18	13.00%	40%	
19	13.00%	40%	
20	13.50%	60%	Years 20-24 at 60%
21	13.50%	60%	
22	13.50%	60%	
23	13.50%	60%	
24	13.50%	60%	
25	14.00%	80%	Years 25-30 at 80%
26	14.00%	80%	
27	14.00%	80%	
28	14.00%	80%	
29	14.50%	80%	
30	14.50%	80%	

APPLICATION FOR LONG TERM TAX EXEMPTION

(COMMERCIAL/RESIDENTIAL/CONDOMINIUM PROJECT)

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

MEMORIAL AVENUE HOLDINGS URBAN RENEWAL COMPANY LLC

Name of Applicant

POB 1298 Lakewood NJ 08701

Address of Applicant

2-12 Memorial Ave, 900-906 Springwood Ave

Address of Project Site

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

SECTION A: APPLICANT INFORMATION

- 1. Name of Applicant:** MEMORIAL AVENUE HOLDINGS URBAN RENEWAL COMPANY LLC

- 2. Address of Applicant:**
POB 1298 Lakewood NJ 08701

SECTION B: PROPERTY INFORMATION

- 3. Identification of Property:**
 - a. State the street address of the proposed project site (the "Project Site"), according to the currently effective tax map of the City (the "Official Map"):
2-12 Memorial Ave, 900-906 Springwood Ave

 - b. State the block and lot number(s) corresponding to the Project Site on the Official Map:
Block 705 Lots 1,2,3,&4

 - c. Identify the designated Redevelopment Area or applicable zone district in which the Project Site is located: Springwood Ave Redevelopment Zone

 - d. Attach a metes and bounds description of the Project Site.
See Attached

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

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

a. Current Assessment

<u>BLOCK</u>	<u>LOT</u>	<u>LAND</u>	<u>IMPROVEMENTS</u>	<u>TOTAL</u>
<u>705</u>	<u>1</u>	<u>\$ 406,000</u>	<u>\$ 122,700</u>	<u>\$ 528,700</u>
<u>705</u>	<u>2</u>	<u>\$ 159,200</u>	<u>\$</u>	<u>\$ 159,200</u>
<u>705</u>	<u>3</u>	<u>\$ 152,600</u>	<u>\$ 76,700</u>	<u>\$ 229,300</u>
<u>705</u>	<u>4</u>	<u>\$ 48,300</u>	<u>\$</u>	<u>\$ 48,300</u>

b. Current Tax Status

<u>BLOCK</u>	<u>LOT</u>	<u>REAL PROPERTY BALANCE</u>	<u>WATER/SEWER</u>	<u>TOTAL</u>
<u>_____</u>	<u>_____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ 0 _____</u>
<u>_____</u>	<u>_____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ 0 _____</u>
<u>_____</u>	<u>_____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ 0 _____</u>
<u>_____</u>	<u>_____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ 0 _____</u>

c. Merger

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

SECTION C. MUNICIPAL ASSISTANCE REQUESTED

5. What type of Long-Term Tax Exemption/PILOT is the Applicant requesting? (Note: if the proposed project incorporates more than one type of use, identify the type of Long-Term Tax Exemption/PILOT requested for each use.)

a. ____ Long Term Commercial.

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

b. ____ Long Term Commercial.

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

c. **XXX** Long Term Residential Project.

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

d. ____ Long Term Residential Condominium.

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

6. The requested duration of Long-Term Tax Exemption/PILOT is 30 years.

SECTION D: PROJECT INFORMATION

7. Describe the proposed project. Include a detailed description of the improvements to be made to the Project Site that includes, but is not limited to; the housing type(s) proposed, number of residential units, number of affordable housing units, floor area of commercial space, number of surface parking spaces, number of structured parking spaces, and number of building stories. See Exhibit 1. Type text here

8. Provide a detailed breakdown of the total estimated project cost. Attach substantiation of the assumptions utilized and attach a signed and sealed architect's certification as to the construction costs. Please also see *N.J.S.A. 40A:20-8* and comply therewith. See Exhibit 1, Figure 2. conforming with *N.J.S.A. 40A:20-8 (h)*

9. Provide a detailed spreadsheet indicating of the type of units along with square footage, bed/bath count (if applicable), and projected estimated monthly or annual rents of each. See Exhibit 1, Figure 1.

10. Identify the total estimated Annual Gross Revenue pursuant to *N.J.S.A. 40A:20-3(h)*. Please attach a tentative financial plan for the Project, including but not limited to the following information, as appropriate: schedule of rents, estimated expenditures for operation and maintenance, payments for interest, amortization of debt and reserves, payments to the City to be made pursuant to a financial agreement to be entered into with the City, and anticipated rate of return (to demonstrate satisfaction of constitutional but-for test). See Schedule 1 made a part of Exhibit 1 and referenced therein.

11. Describe the method of financing the project, including but not limited to a recapitulation of relevant financing terms (to the extent known), and the identification of funding sources. Equity of 30% and debt of 70%, the standard financing ratios are anticipated. The URE will provide the equity through its sponsor(s).

12. Provide an estimated project schedule, including the anticipated project completion date. Upon approval of the PILOT and receipt of all government approvals the project will be constructed with 24 months, subject to force majeure issues.

13. Disclosure Statement:

- a. Name of Corporation, Partnership or Entity:
Memorial ave Holdings LLC

- b. Principal place of business:
188 Hadassah Lane Lakewood NJ 08701

- c. Name of statutory agent and address upon whom legal process may be served is: Jacob Lipschitz

- d. Incorporated in the State of New Jersey

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

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Percent Owned</u>
Jacob Lipschitz	188 Hadassah Lane Lakewood NJ 08701	25%
LI Managment LLC	POB 620 LAKEWOOD NJ 08701	33%
Heshy Eissenberg	22 Independence Ct. Lakewood NJ	42%

- e. Name of Directors

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Title</u>
Jacob Lipschitz	188 Hadassah Lane Lakewood NJ 08701	Managing Member

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

<u>Name</u>	<u>Name of Urban Renewal Entity</u>
N/A	
_____	_____
_____	_____
_____	_____

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

<u>Name</u>	<u>Type of Contract or Agreement</u>
_____	_____
_____	_____
_____	_____

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

The number of construction jobs created is approximately 113 (over a 2 year period).

The number of retail jobs is estimated at 10-14 full-time equivalents, with 1-2 full-time equivalent residential employees.

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

The project will provide 19 affordable housing units.

18. The proposed Project complies with the _____ (insert name of redevelopment plan) as adopted and on file with the City Planning Board.

19. The undertaking conforms to all applicable municipal ordinances, its completion will meet an existing need, and the Project accords with the Master Plan of the City as it currently exists or as it will be amended.

20. The construction of the Project has not commenced nor will it commence prior to the final approval and execution of a Financial Agreement between the City and the Applicant.

21. No office or employee of the City has any direct or indirect personal or financial interest in the Project which is the subject of this application. NO

22. Please state any exception(s) to the statements made (#1 to #21 above).

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

Signature

Jacob Lipschitz

Print Name and Title

12/12/2022

Date

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



ORDINANCE - 2026-4

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

ORDINANCE REPEALING EXISTING SECTION 2-88 DEVELOPMENT FEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF THE CITY OF ASBURY PARK, IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 2-88, DEVELOPMENT FEES, PROVIDING REGULATIONS FOR THE AFFORDABLE HOUSING TRUST FUND, COLLECTION OF DEVELOPMENT FEES AND EXPENDITURE OF DEVELOPMENT FEES

WHEREAS, the City of Asbury Park adopted a Round 4 Housing Element and Fair Share Plan in June 2025 that addressed the Round 4 affordable housing obligation; and

WHEREAS, the City of Asbury Park entered into a Mediation Agreement with Fair Share Housing Center that requires the City to take several actions, including updating the regulations implementing the Round 4 Housing Element and Fair Share Plan; and

WHEREAS, the City's development fee regulations, Section 2-88, do not reflect the recently adopted amended Fair Housing Act ("FHA") at N.J.S.A. 52:27D-301 et seq., or the Fair Housing Act Regulations of the Department of Community Affairs, Division of Local Planning Services ("LPS") at N.J.A.C. 5:99 et seq.; and

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Asbury Park, Monmouth County, New Jersey, that the Code of the City of Asbury Park is hereby amended to repeal and replace Section 2-88, Development Fees, of Article 2, Administration.

SECTION 1. Section 2-88, Development Fees, of Chapter 2, Administration shall be replace as follows:

Section 2-88. Development Fees.

2. Purpose

1. This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the amended Fair Housing Act (P.L.2024, c.2),

N.J.A.C. 5:99, and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low-, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

3. Basic Requirements

1. The municipality previously adopted a development fee ordinance, which established the Municipal Affordable Housing Trust Fund.
2. The municipality shall not spend development fees until the court has approved a plan for spending such fees.

4. Residential Development Fees

1. Imposed fees

1. Residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.
2. When an increase in residential density is permitted pursuant to a “d” variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a “bonus” development fee of 6.0% of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

2. Eligible exactions, ineligible exactions and exemptions for residential development.

1. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
2. Developments that have received preliminary or final site plan approval or are subject to an executed redevelopment or development agreement (including master redeveloper agreement) prior to the adoption of a municipal development fee ordinance shall be exempt from development fees unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
3. Renovations or additions to any single-family or two-family residence shall be exempt from paying a development fee except if the assessed value of the renovated/expanded structure is greater than or equal to 151% of the previously assessed value of the structure. Example: If the post-renovation/addition assessed value of a house originally assessed at \$100,000 structure is increased to \$151,000, the developer must pay a development fee on the increase in assessed value).
Reserved.
4. Buildings that are elevated or buildings that are replaced in an elevated position shall be exempt from paying a development fee provided the buildings are located in a Special Flood Hazard Area and meet the following. Notwithstanding, the exemption shall not apply if the number of residential units in the existing or demolished building is increased.
5. New construction and substantial improvement of any residential structure shall have

- the lowest floor, including basement together with the attendant utilities and sanitary facilities, elevated to or above base flood elevation; and
6. Within any AO Zone on the municipality's FIRM that all new construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet (at least two (2) feet if no depth number is specified). And, require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.
 7. Buildings demolished and replaced due to being "destroyed" as a result of a fire or natural disaster (excluding flood damaged buildings that are located in the Special Flood Hazard Area) shall be exempt from paying a development fee, except:
 8. If the assessed value of the reconstructed structure is greater than or equal to 151% of the assessed value of the original structure (Example: If a house assessed at \$100,000 is replaced with a house assessed at \$151,000, the developer must pay a development fee on the increase in assessed value); or
 9. If the number of residential units in the replacement building is greater than the number of units in the original building being demolished (Example: A single-family house is replaced with a house having three residential units).
 10. to existing residential structures which results in less than a 10% increase in floor area.

5. Non-Residential Development Fees

1. Imposition of fees

1. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
2. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
3. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure; i.e., land and improvements; and such calculation shall be made at the time a final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

2. Eligible exactions, ineligible exactions and exemptions for non-residential development

1. The non-residential portion of a mixed-use inclusionary or market-rate development shall be subject to a 2.5% development fee, unless otherwise exempted below.
2. The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

3. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption." Any exemption claimed by a developer shall be substantiated by that developer.

4. A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential

development, whichever is later.

5. If a property that was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the municipality as a lien against the real property of the owner.

6. Collection Procedures

1. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
2. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Non-Residential Development Certification/Exemption," to be completed by the developer as per the instructions provided in the Form N-RDF. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided on Form N-RDF. The tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
3. The construction official responsible for the issuance of a building permit shall notify the tax assessor of the issuance of the first construction permit for a development that is subject to a development fee.
4. Within 90 days of receipt of that notice, the tax assessor shall provide an estimate, based on the plans filed, of the equalized assessed value of the development.
5. The construction official responsible for the issuance of a final certificate of occupancy shall notify the tax assessor of any and all requests for the scheduling of a final inspection on property that is subject to a development fee.
6. Within 10 business days of a request for the scheduling of a final inspection, the tax assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
7. Should the municipality fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of section 37 of P.L.2008, c.46 (N.J.S.A. 40:55D-8.6).
8. Fifty percent (50%) of the development fee shall be collected at the time of issuance of the construction permit. The remaining portion shall be collected at the time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the construction permit and that determined at the time of issuance of certificate of occupancy.

7. Appeal of development fees

1. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by that board, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
2. A developer may challenge non-residential development fees imposed by filing a challenge with the director of the Division of Taxation. Pending a review and determination by the director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

8. Affordable Housing Trust Fund

1. A separate, interest-bearing Municipal Affordable Housing Trust Fund shall be maintained by the chief financial officer of the municipality for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
2. The following additional funds shall be deposited in the Municipal Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 1. Payments in lieu of on-site construction of an affordable unit, where previously permitted by ordinance or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2;
 2. Funds contributed by developers to make 10% of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
 3. Rental income from municipally operated units;
 4. Repayments from affordable housing program loans;
 5. Recapture funds;
 6. Proceeds from the sale of affordable units; and
 7. Any other funds collected in connection with the municipal affordable housing program including but not limited to interest earned on fund deposits.
3. The municipality shall provide the Division with written authorization, in the form of a tri-party escrow agreement(s) between the municipality, the Division and the financial institution in which the municipal affordable housing trust fund has been established to permit the Division to direct the disbursement of the funds as provided for in N.J.A.C. 5:99-2.1 et seq.
4. Occurrence of any of the following deficiencies may result in the Division requiring the forfeiture of all or a portion of the funds in the municipal Affordable Housing Trust Fund:
 1. Failure to meet deadlines for information required by the Division in its review of a development fee ordinance;
 2. Failure to commit or expend development fees within four years of the date of collection in accordance with N.J.A.C. 5:99-5.5;
 3. Failure to comply with the requirements of the Non-Residential Development Fee Act and N.J.A.C. 5:99-3;
 4. Failure to submit accurate monitoring reports pursuant to this subchapter within the time limits imposed by the Act, this chapter, and/or the Division;
 5. Expenditure of funds on activities not approved by the Superior Court or otherwise permitted by law;
 6. Revocation of compliance certification or a judgment of compliance and repose;
 7. Failure of a municipal housing liaison or administrative agent to comply with the requirements set forth at N.J.A.C. 5:99-6, 7, and 8;
 8. Other good cause demonstrating that municipal affordable housing funds are not being used for an approved purpose.
5. All interest accrued in the housing trust fund shall only be used on eligible affordable housing purposes approved by the Court.

9. Use of Funds

1. The expenditure of all funds shall conform to a Spending Plan approved by Superior Court. Funds deposited in the municipal Affordable Housing Trust Fund may be used for any activity approved by the Court to address the fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market-to-affordable program; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost-saving and in accordance with accepted national or state standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements

of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by Superior Court and specified in the approved Spending Plan.

2. Funds shall not be expended to reimburse the municipality or activities that occurred prior to the authorization of a municipality to collect development fees.
3. At least a portion of all development fees collected and interest earned shall be used to provide affordability assistance to very low-, low- and moderate-income households in affordable units included in the municipal Fair Share Plan. A portion of the development fees which provide affordability assistance shall be used to provide affordability assistance to very low-income households.
 1. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, infrastructure assistance, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.
 2. Affordability assistance for very low income households may include producing very low-income units or buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.
4. No more than 20% of all affordable housing trust funds, exclusive of those collected to fund an RCA prior to July 17, 2008, shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare and implement a Housing Element and Fair Share Plan, administer an Affirmative Marketing Program and for compliance with the Superior Court and the Program including the costs to the municipality of resolving a challenge.

10. Monitoring

1. On or before February 15 of each year, the municipality shall provide annual electronic data reporting of trust fund activity for the previous year from January 1st to December 31st through the AHMS Reporting System. This reporting shall include an accounting of all Municipal Affordable Housing Trust Fund activity, including the sources and amounts of all funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, previously eligible payments in lieu of constructing affordable units on site (if permitted by ordinance or by agreement with the municipality prior to the March 20, 2024 statutory elimination per P.L. 2024, c.4), funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income from municipally-owned affordable housing units, repayments from affordable housing program loans, interest and any other funds collected in connection with municipal housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

11. Ongoing Collection of Fees

1. The ability to impose, collect and expend development fees shall continue so long as the municipality retains authorization from the Court in the form of Compliance Certification or the good faith effort to obtain it.
2. If the municipality fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to section 20 of P.L.1985, c.222 (C. 52:27D-320).

12. Emergent Affordable Housing Opportunities. Requests to expend affordable housing trust funds on emergent affordable housing opportunities not included in the municipal fair share plan shall be made

to the Division and shall be in the form of a governing body resolution. Any request shall be consistent with N.J.A.C. 5:99-4.1.

Repealer

All ordinances or code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Severability

If any section, subsection, paragraph, sentence or any other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance.

Effective Date

This ordinance shall take effect upon its passage and publication, as required by law.

I, ANTHONY CUCCI, 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. 2026-__ which was finally adopted by the City Council at a meeting held on the __ day of ____, 2026

CERTIFIED BY ME THIS __ DAY OF ____, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK



ORDINANCE - 2026-5

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

ORDINANCE REPEALING EXISTING CHAPTER 31, AFFORDABLE HOUSING, OF THE CODE OF THE CITY OF ASBURY PARK, IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 12, AFFORDABLE HOUSING, PROVIDING COMPREHENSIVE REGULATIONS FOR THE ADMINISTRATION OF AFFORDABLE HOUSING AND ADDRESSING THE CURRENT REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC) REGARDING THE ASBURY PARK AFFORDABLE HOUSING FAIR SHARE OBLIGATION

WHEREAS, the City of Asbury Park adopted a Round 4 Housing Element and Fair Share Plan in June 2025 that addressed the Round 4 affordable housing obligation; and

WHEREAS, the City of Asbury Park entered into a Mediation Agreement with Fair Share Housing Center that requires the City to take several actions, including updating the regulations implementing the Round 4 Housing Element and Fair Share Plan; and

WHEREAS, the City's affordable housing regulations, Chapter 31, do not reflect the recently adopted amended Fair Housing Act ("FHA") at N.J.S.A. 52:27D-301 et seq., the Fair Housing Act Regulations of the Department of Community Affairs, Division of Local Planning Services ("LPS") at N.J.A.C. 5:99 et seq., or the Uniform Housing Affordability Controls ("UHAC") at N.J.A.C. 5:80-26.1 et seq.; and

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Asbury Park, Monmouth County, New Jersey, that the Code of the City of Asbury Park is hereby amended to repeal existing Chapter 31, Affordable Housing, and replace it with a new Chapter 31, Affordable Housing.

SECTION 1. Chapter 31, Affordable Housing, of the Code of the City of Asbury Park, shall be replaced as follows:

31. Introduction & Applicability

1. This section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units, as well as middle-income units, in the City of Asbury Park consistent

with the provisions outlined in P.L 2024, Chapter 2, including the amended Fair Housing Act (“FHA”) at N.J.S.A. 52:27D-301 et seq., as well as the Department of Community Affairs, Division of Local Planning Services (“LPS”) at N.J.A.C. 5:99 et seq., statutorily upheld existing regulations of the now-defunct Council on Affordable Housing (“COAH”) at N.J.A.C. 5:93 and 5:97, the Uniform Housing Affordability Controls (“UHAC”) at N.J.A.C. 5:80-26.1 et seq., and as reflected in the adopted municipal Fourth Round Housing Element and Fair Share Plan (“HEFSP”).

2. This Ordinance is intended to ensure that very low-, low- and moderate-income units (“affordable units”) and middle-income units are created with controls on affordability over time and that very low-, low- and moderate-income households, and middle-income units as applicable, shall occupy these units pursuant to statutory requirements. This Ordinance shall apply to all inclusionary developments, individual affordable units, and 100% affordable housing developments except where inconsistent with applicable law. Low-Income Housing Tax Credit financed developments shall adhere to the provisions set forth below in item 5.c. below.
3. The City of Asbury Park Planning Board has adopted a HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan describes the ways the municipality shall address its fair share of very low-, low- and moderate-income housing as approved by the Superior Court and documented in the Housing Element.
4. This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of P.L 2024, Chapter 2, the FHA, N.J.A.C. 5:99, NJ Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97, and UHAC at N.J.A.C. 5:80-26.1, as may be amended and supplemented.
5. Applicability
 1. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created pursuant to the municipality’s most recently adopted HEFSP.
 2. This Ordinance shall apply to all developments that contain very low-, low- and moderate-income housing units, as well as middle income housing units, included in the Municipal HEFSP, including any unanticipated future developments that will provide very low-, low- and moderate-income housing units, as well as middle income housing units.
 3. Projects receiving federal Low Income Housing Tax Credit financing and are proposed for credit shall comply with the low/moderate split and bedroom distribution requirements, maximum initial rents and sales prices requirements, affirmative fair marketing requirements of UHAC at N.J.A.C. 5:80-26.16 and the length of the affordability controls applicable to such projects shall be not less than a 30-year compliance period plus a 15-year extended-use period, for a total of not less than 45 years.

32. Definitions

As used herein the following terms shall have the following meanings:

“Act” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

“Adaptable” means constructed in compliance with the technical design standards of the barrier free subcode adopted by the Commissioner of Community Affairs pursuant to the “State Uniform Construction Code Act,” P.L.1975, c. 217 (C.52:27D-119 et seq.) and in accordance with the provisions of section 5 of P.L.2005, c. 350 (C.52:27D-123.15).

“Administrative agent” means the entity approved by the Division responsible for the administration of affordable units, in accordance with N.J.A.C. 5:99-7, and UHAC at N.J.A.C. 5:80-26.15.

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.16.

“Affirmative Marketing Plan” means the municipally adopted plan of strategies from which the administrative agent will choose to implement as part of the Affirmative Marketing requirements.

“Affirmative Marketing Process” or “Program” means the actual undertaking of Affirmative Marketing activities in furtherance of each project with very low- low- and moderate-income units, and middle-income units.

“Affordability assistance” means the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner’s association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code, pursuant to N.J.A.C. 5:99-2.5.

“Affordability average” means an average of the percentage of regional median income at which restricted units in an affordable development are affordable to low- and moderate-income households.

“Affordable” means, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

“Affordable housing development” means a development included in a municipality’s housing element and fair share plan, and includes, but is not limited to, an inclusionary development, a municipally sponsored affordable housing project, or a 100 percent affordable development. This includes developments with affordable units on-site, off-site, or provided as a payment in-lieu of construction only if such a payment-in-lieu option has been previously approved by the Program or Superior Court as part of the HEFSP. Payments in lieu of construction were invalidated per P.L. 2024, c.2.

“Affordable Housing Dispute Resolution Program” or “the Program” refers to the dispute resolution program established pursuant to N.J.S.A. 52:27D-313.2.

“Affordable Housing Monitoring System” or “AHMS” means the Department’s cloud-based software application, which shall be the central repository for municipalities to use for reporting detailed information regarding affordable housing developments, affordable housing unit completions, and the collection and expenditures of funds deposited into the municipal affordable housing trust fund.

“Affordable Housing Trust Fund” or “AHTF” means that non-lapsing, revolving trust fund established in DCA pursuant to N.J.S.A. 52:27D-320 and N.J.A.C. 5:43 to be the repository of all State funds appropriated for affordable housing purposes. All references to the “Neighborhood Preservation Nonlapsing Revolving Fund” and “Balanced Housing” mean the AHTF.

“Affordable unit” means a housing unit proposed or developed pursuant to the Act, including units created with municipal affordable housing trust funds.

“Age-restricted housing” means a housing unit that is designed to meet the needs of, and is exclusively for, an age-restricted segment of the population such that: 1. All the residents of the development where the unit is situated are 62 years or older; 2. At least 80 percent of the units are occupied by one person that is 55 years or older; or 3. The development has been designated by the Secretary of HUD as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L.1983, c. 530 (C.55:14K-1 et seq.).

“Assisted living residence” means a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to ensure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor. Apartment units must offer, at a minimum, one unfurnished room, a private bathroom, a kitchenette, and a lockable

door on the unit entrance.

“Barrier-free escrow” means the holding of funds collected to adapt affordable unit entrances to be accessible in accordance with N.J.S.A. 52:27D-311a et seq. Such funds shall be held in a municipal affordable housing trust fund pursuant to N.J.A.C. 5:99-2.6.

“Builder’s remedy” means court-imposed site-specific relief for a litigant who seeks to build affordable housing for which the court requires a municipality to utilize zoning techniques, such as mandatory set-asides or density bonuses, including techniques which provide for the economic viability of a residential development by including housing that is not for low- and moderate-income households.

“Certified household” means a household that has been certified by an administrative agent as a very-low-income household, a low-income household, or a moderate-income household, or a middle-income household.

“CHOICE” means the no-longer-active Choices in Homeownership Incentives for Everyone Program, as it was authorized by the Agency.

“COAH” or the “Council” means the Council on Affordable Housing established in, but not of, DCA pursuant to the Act and that was abolished effective March 20, 2024, pursuant to section 3 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1).

“Commissioner” means the Commissioner of the Department of Community Affairs.

“Compliance certification” means the certification obtained by a municipality pursuant to section 3 of P.L.2024, c. 2 (C.52:27D-304.1), that protects the municipality from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next round begins, which is also known as a “judgment of compliance” or “judgment of repose.” The term “compliance certification” shall include a judgment of repose granted in an action filed pursuant to section 13 of P.L.1985, c. 222 (C.52:27D-313).

“Construction” means new construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act, P.L. 1975, c. 217(N.J.S.A. 52:27D-119 et seq.).

“County-level housing judge” means a judge appointed pursuant to section 5 at P.L. 2024, c. 2, to resolve disputes over the compliance of municipal fair share affordable housing obligations and municipal Fair Share plans and housing elements with the Act.

“DCA” and “Department” mean the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Department” means the New Jersey Department of Community Affairs.

“Developer” means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any building or other structure, or of any mining, excavation, or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

“Development fee” means money paid by a developer for the improvement of residential and non-

residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and 40:55D-8.1 through 40:55D-8.7 and N.J.A.C. 5:99-3.

“Dispute Resolution Program” means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-313.2).

“Division” means the Division of Local Planning Services within the Department of Community Affairs.

“Emergent opportunity” means a circumstance that has arisen whereby affordable housing will be able to be produced through a delivery mechanism not originally contemplated by or included in a fair share plan that has been the subject of a compliance certification.

“Equalized assessed value” or “EAV” means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 at P.L. 1973, c. 123 (N.J.S.A. 54:1-35a, 54:1-35b, and 54:1-35c). Estimates at the time of building permit may be obtained by the tax assessor using construction cost estimates. Final EAV shall be determined at project completion by the municipal assessor.

“Equity share amount” means the product of the price differential and the equity share, with the equity share being the whole number of years that have elapsed since the last non-exempt sale of a restricted ownership unit, divided by 100, except that the equity share may not be less than five percent and may not exceed 30 percent.

“Exit sale” means the first authorized non-exempt sale of a restricted unit following the end of the control period, which sale terminates the affordability controls on the unit.

“Exclusionary zoning litigation” means litigation challenging the fair share plan, housing element, ordinances, or resolutions that implement the fair share plan or housing element of a municipality based on alleged noncompliance with the Act or the Mount Laurel doctrine, which litigation shall include, but shall not be limited to, litigation seeking a builder’s remedy.

“Extension of expiring controls” means extending the deed restriction period on units where the controls will expire in the current round of a housing obligation, so that the total years of a deed restriction is at least 60 years.

“Fair share obligation” means the total of the present need and prospective need, including prior rounds, as determined by the Affordable Housing Dispute Resolution Program, or a court of competent jurisdiction.

“Fair share plan” means the plan or proposal, with accompanying ordinances and resolutions, by which a municipality proposes to satisfy its constitutional obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low- and moderate-income housing, as provided in the municipal housing element, and which addresses the development regulations necessary to implement the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

“FHA” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

“Green Building Strategies” means the strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

“HMFA” or “the Agency” means the New Jersey Housing and Mortgage Finance Agency established pursuant to P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.).

“Household income” means a household’s gross annual income calculated in a manner consistent with the determination of annual income pursuant to section 8 of the United States Housing Act of 1937 (Section 8), not in accordance with the determination of gross income for Federal income tax liability.

“Housing element” means the portion of a municipality’s master plan adopted in accordance with the Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-28.b(3) and the Act consisting of reports, statements proposals, maps, diagrams, and text designed to meet the municipality’s fair share of its region’s present and prospective housing needs, particularly with regard to low- and moderate-income housing, which shall include the municipal present and prospective obligation for affordable housing, determined pursuant to subsection f. at N.J.S.A. 52:27D-304.1.

“Housing region” means a geographic area established pursuant to N.J.S.A. 52:27D-304.2b.

“Inclusionary development” means a residential housing development in which a substantial percentage of the housing units are provided for a reasonable income range of low- and moderate-income households, and/or middle-income households.

“Judgment of compliance” or “judgment for repose” means a determination issued by the Superior Court approving a municipality’s fair share plan to satisfy its affordable housing obligation for a particular 10-year round.

“Low-income household” means a household with a household income equal to 50 percent or less of the regional median income.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

“Middle-income household” means a household with a total gross annual household income between 80% and 120% of the median household income.

“Middle-income unit” means a restricted unit that is affordable to a middle-income household.

“Mixed use development” means any development that includes both a non-residential development component and a residential development component, and shall include developments for which: (1) there is a common developer for both the residential development component and the non-residential development component, provided that for purposes of this definition, multiple persons and entities maybe considered a common developer if there is a contractual relationship among them obligating each entity to develop at least a portion of the residential or non-residential development, or both, or otherwise to contribute resources to the development; and (2) the residential and non-residential developments are located on the same lot or adjoining lots, including, but not limited to, lots separated by a street, a river, or another geographical feature.

“Moderate-income household” means a household with a household income in excess of 50 percent but less than 80 percent of the regional median income.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“MONI” means the no-longer-active Market Oriented Neighborhood Investment Program, as it was authorized by the Agency.

“Municipal housing liaison” or “MHL” means an appointed municipal employee who is, pursuant to N.J.A.C. 5:99-6, responsible for oversight and/or administration of the affordable units created within the municipality.

“Municipal affordable housing trust fund” means a separate, interest-bearing account held by a

municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing previously approved prior to March 20, 2024 (per P.L. 2024, c.2), barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the municipality in connection with its affordable housing programs, which shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and this chapter.

“Municipal development fee ordinance” means an ordinance adopted by the governing body of a municipality that authorizes the collection of development fees.

“New construction” means the creation of a new housing unit under regulation by a code enforcement official regardless of the means by which the unit is created. Newly constructed units are evidenced by the issuance of a certificate of occupancy and may include new residences created through additions and alterations, adaptive reuse, subdivision, or conversion of existing space, and moving a structure from one location to another.

“New Jersey Affordable Housing Trust Fund” means an account established pursuant to N.J.S.A. 52:27D-320.

“New Jersey Housing Resource Center” or “Housing Resource Center” means the online affordable housing listing portal, or its successor, overseen by the Agency pursuant to N.J.S.A. 52:27D-321.3 et seq.

“95/5 restriction” means a deed restriction governing a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001, or any other deed restriction governing a restricted ownership unit with a seller repayment option requiring 95 percent of the price differential to be paid to the municipality or an instrument of the municipality at the closing of a sale at market price.

“Non-exempt sale” means any sale or transfer of ownership of a restricted unit to one’s self or to another individual other than the transfer of ownership between spouses or civil union partners; the transfer of ownership between former spouses or civil union partners ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor’s deed to a class A beneficiary; and the transfer of ownership by court order.

“Nonprofit” means an organization granted nonprofit status in accordance with section 501(c)(3) of the Internal Revenue Code.

“Non-residential development” means:

Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;

Hotels, motels, vacation timeshares, and child-care facilities; and

The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A.52:27D-330 et seq.

“Non-residential development fee” means the fee authorized to be imposed pursuant to N.J.S.A. 40:55D-8.1 through 40:55D-8.7.

“Order for repose” means the protection a municipality has from a builder’s remedy lawsuit for a

period of time from the entry of a judgment of compliance by the Superior Court. A judgment of compliance often results in an order for repose.

“Payment in lieu of constructing affordable units” means the prior approval of the payment of funds to the municipality by a developer when affordable units were not produced on a site zoned for an inclusionary development. The statutory permission for payments in lieu of constructing affordable units was eliminated per P.L. 2024, c.2.

“Prospective need” means a projection of housing needs based on development and growth which is reasonably likely to occur in a region or a municipality, as the case may be, as a result of actual determination of public and private entities. Prospective need shall be determined by the methodology set forth pursuant to sections 6 and 7 of P.L.2024, c. 2 (C.52:27D-304.2 and C.52:27D-304.3) for the fourth round and all future rounds of housing obligations.

“Qualified Urban Aid Municipality” means a municipality that meets the criteria established pursuant to N.J.S.A. 52:27D-304.3.c(1).

“Person with a disability” means a person with a physical disability, infirmity, malformation, or disfigurement which is caused by bodily injury, birth defect, aging, or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impairment, the inability to speak or a speech impairment, or physical reliance on a service animal, wheelchair, or other remedial appliance or device.

“Price differential” means the difference between the controlled sale price of a restricted unit and the contract price at the exit sale of the unit, determined as of the date of a proposed contract of sale for the unit. If there is no proposed contract of sale, the price differential is the difference between the controlled sale price of a restricted unit and the appraised value of the unit as if it were not subject to UHAC, determined as of the date of the appraisal. If the controlled sale price exceeds the contract price or, in the absence of a contract price, the appraised value, the price differential is zero dollars.

“Prior round unit” means a housing unit that addresses a municipality’s fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that: (1) received substantive certification from COAH; (2) is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; (3) is subject to a grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item (1) or (2) above; or (4) otherwise addresses a municipality’s fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the enactment of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a prior round unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

“Program” means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 of P.L.2024, c. 2 (C.52:27D-313.2).

“Random selection process” means a lottery process by which currently income-eligible applicant-households are selected, at random, for placement in affordable housing units such that no preference is given to one applicant over another, except in the case of a veterans’ preference where such an agreement exists; for purposes of matching household income and size with an appropriately priced and sized affordable unit; or another purpose allowed pursuant to N.J.A.C. 5:80-26.7(k)3. This definition excludes any practices that would allow affordable housing units to be leased or sold on a first-come, first-served basis.

“RCA administrator” means an appointed municipal employee who is responsible for oversight and/or administration of affordable units and associated revenues and expenditures within the municipality that were funded through regional contribution agreements.

“RCA project plan” means a past application, submitted by a receiving municipality in an RCA, delineating the manner in which the receiving municipality intended to create or rehabilitate low- and moderate-income housing.

“Receiving municipality” means, for the purposes of an RCA, a municipality that contractually agreed to assume a portion of another municipality’s fair share obligation.

“Reconstruction” means any project where the extent and nature of the work is such that the work area cannot be occupied while the work is in progress and where a new certificate of occupancy is required before the work area can be reoccupied, pursuant to the Rehabilitation Subcode of the uniform Construction Code, N.J.A.C. 5:23-6. Reconstruction shall not include projects comprised only of floor finish replacement, painting or wallpapering, or the replacement of equipment or furnishings. Asbestos hazard abatement and lead hazard abatement projects shall not be classified as reconstruction solely because occupancy of the work area is not permitted.

“Recreational facilities and community centers” means any indoor or outdoor buildings, spaces, structures, or improvements intended for active or passive recreation, including, but not limited to, ballfields, meeting halls, and classrooms, accommodating either organized or informal activity.

“Regional contribution agreement” or “RCA” means a contractual agreement, pursuant to the Act, into which two municipalities voluntarily entered into and was approved by COAH and/or Superior Court prior to July 18, 2008, to transfer a portion of a municipality’s affordable housing obligation to another municipality within its housing region.

“Regional median income” means the median income by household size for an applicable housing region, as calculated annually in accordance with N.J.A.C. 5:80-26.3.

“Rehabilitation” means the repair, renovation, alteration, or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. With respect to units in assisted living residences, rent does not include charges for food and services.

“Residential development fee” means money paid by a developer for the improvement of residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and N.J.A.C. 5:99-3.2.

“Restricted unit” means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of this subchapter but does not include a market-rate unit that was financed pursuant to UHORP, MONI, or CHOICE.

“Spending plan” means a method of allocating funds contained in an affordable housing trust fund account, which includes, but is not limited to, development fees collected and to be collected pursuant to an approved municipal development fee ordinance, or pursuant to N.J.S.A. 52:27D-329.1 et seq., for the purpose of meeting the housing needs of low- and moderate-income individuals.

“State Development and Redevelopment Plan” or “State Plan” means the plan prepared pursuant to sections 1 through 12 of the “State Planning Act,” P.L.1985, c. 398 (C.52:18A-196 et al.), designed to represent a balance of development and conservation objectives best suited to meet the needs of the State, and for the purpose of coordinating planning activities and establishing Statewide planning objectives in the areas of land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination pursuant to subsection f. of section 5 of P.L.1985, c. 398 (C.52:18A-200).

“Supportive housing household” means a very low-, low- or moderate-income household certified as income eligible by an administrative agent in accordance with N.J.A.C. 5:80-26.14, in which at least one member is an individual who requires supportive services to maintain housing stability and independent living and who is part of a population identified by federal or state statute, regulation, or program guidance as eligible for supportive or special needs housing. Such populations include, but are not limited to: persons with intellectual or developmental disabilities, persons with serious mental illness, person with head injuries (as defined in Section 2 of P.L. 1977), persons with physical disabilities or chronic health conditions, persons who are homeless as defined by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 578, survivors of domestic violence, youth aging out of foster care, and other special needs populations recognized under programs administered by the U.S. Department of Housing and Urban Development, the Low-Income Housing Tax Credit Program, the McKinney–Vento Act, or the New Jersey Department of Human Services. A supportive housing household may include family members, unrelated individuals, or live-in aides, provided that the household meets the income eligibility requirements of this subchapter, except that in the case of unrelated individuals not operating as a family unit, income eligibility shall be tested on an individual basis rather than in the aggregate; the unit is leased or sold subject to the affordability controls established herein; and the supportive services available to the household are designed to promote housing stability, independent living, and community integration. The determination of whether unrelated individuals are operating as a family unit shall be made based on the applicant’s self-identification of household members on the affordable housing application.

“Supportive housing sponsoring program” means grant or loan program which provided financial assistance to the development of the unit.

“Supportive housing unit” means a restricted rental unit, as defined by N.J.S.A. 34:1B-21.24, that is affordable to very low-, low- or moderate-income households and is reserved for occupancy by a supportive housing household. Supportive housing units are also referred to as permanent supportive housing units.

“Transitional housing” means temporary housing that: (1) includes, but is not limited to, single-room occupancy housing or shared living and supportive living arrangements; (2) provides access to on-site or off-site supportive services for very low-income households who have recently been homeless or lack stable housing; (3) is licensed by the department; and (4) allows households to remain for a minimum of six months.

“Treasurer” means the Treasurer of the State of New Jersey.

“UHAC” means the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26.

“UHORP” means the Agency’s Urban Homeownership Recovery Program, as it was authorized by the Agency Board.

“Unit type” means type of dwelling unit with various building standards including but not limited to single-family detached, single-family attached/townhouse, stacked townhouse (attached building containing 2 units each with separate entrances), duplex (detached building containing 2 units each with separate entrances), triplex (3 units each with separate entrance), quadplex (4 units each with separate entrance), multifamily / flat (2 or more units with a shared entrance). Inclusion of a garage, or not, shall not define the unit type.

“Very-low-income household” means a household with a household income less than or equal to 30 percent of the regional median income.

“Very-low-income housing” means housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

“Very-low-income unit” means a restricted unit that is affordable to a very-low-income household.

“Veteran” means a veteran as defined at N.J.S.A. 54:4-8.10.

“Veterans’ preference” means the agreement between a municipality and a developer or residential development owner that allows for low- to moderate-income veterans to be given preference for up to 50 percent of rental units in relevant projects, as provided for at N.J.S.A. 52:27D-311.j.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors and is considered a major system for rehabilitation.

31. Monitoring and Reporting Requirements

1. The municipality shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its court-approved Housing Element and Fair Share Plan:

1. The municipality shall provide electronic monitoring data with the Department pursuant to P.L 2024, Chapter 2 and N.J.A.C. 5:99 through the Affordable Housing Monitoring System (AHMS). All monitoring information required to be made public by the FHA shall be available to the public on the Department’s website at <https://www.nj.gov/dca/dlps/hss/MuniStatusReporting.shtml>.
2. On or before February 15 of each year, the municipality shall provide annual reporting of its municipal Affordable Housing Trust Fund activity to the Department on the AHMS portal. The reporting shall include an accounting of all municipal Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended, for the previous year from January 1st to December 31st.
3. On or before February 15 of each year, the annual reporting of the status of all affordable housing activity shall be provided to the Department on the AHMS portal, for the previous year from January 1st to December 31st.

32. New Construction (per N.J.A.C. 5:93 as may be updated per various sections in N.J.A.C. 5:97 and N.J.S.A. 52:27D-301 et seq.). Per the definition of “New Construction,” this section governs the creation of new affordable housing units regardless of the means by which the units are created. Newly constructed units may include new residences constructed or created through other means.

1. The following requirements shall apply to all new or planned developments that contain very low-, low- and moderate-income housing units, and middle-income units. To the extent possible, details related to the adherence to the requirements below shall be outlined in the resolution granting municipal subdivision or site plan approval of the project to assist municipal representatives, developers and Administrative Agents.
2. Completion Schedule (previously known as phasing). Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following completion schedule for very low-, low- and moderate-income units, and middle-income units, whether developed in a single-phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units Issued a Temporary or Final Certificate of Occupancy	Minimum Percentage of Affordable Units Issued a Temporary or Final Certificate of Occupancy
25+1	10
50	50
75	75

3. Design. The following design requirements apply to affordable housing developments, excluding prior round units.
 1. Design of 100 percent affordable developments:
 1. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
 2. Each bedroom in each restricted unit must have at least one window.
 3. Restricted units must include adequate air conditioning and heating.
 2. Design of developments comprising market-rate rental units and restricted rental units. The following does not apply to prior round units, unless stated otherwise.
 1. Restricted units must use the same building materials and architectural design elements (for example, plumbing, insulation, or siding) as market-rate units of the same unit type (for example, flat or townhome) within the same development, except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
 2. Restricted units and market-rate units within the same affordable development must be sited such that restricted units are not concentrated in less desirable locations.
 3. Restricted units may not be physically clustered so as to segregate restricted and market-rate units within the same development or within the same building, but must be interspersed throughout the development, except that age-restricted and supportive housing units may be physically clustered if the clustering facilitates the provision of on-site medical services or on-site social services. Prior round affordable units shall be integrated with market rate units to the extent feasible.
 4. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
 5. Restricted units must include adequate air conditioning and heating and must use the same type of cooling and heating sources as market-rate units of the same unit type. This shall apply to prior round units.
 6. Each bedroom in each restricted unit must have at least one window.
 7. Restricted units must be of the same unit type as market-rate units within the same building.
 8. Restricted units and bedrooms must be no less than 90 percent of the minimum size prescribed by the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
 3. Design of developments containing for-sale units, including those with a mix of rental and for-sale units. Restricted rental units shall meet the requirements of section b above. Restricted sale units shall comply with the below:
 1. Restricted units must use the same building standards as market-rate units of the same unit type (for example, flat, townhome, or single-family home), except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
 2. Restricted units may be clustered, provided that the buildings or housing product types containing the restricted units are integrated throughout the

development and are not concentrated in an undesirable location or in undesirable locations. Prior round affordable units shall be integrated with market rate units to the extent feasible.

3. Restricted units may be of different unit housing product types than market-rate units, provided that there is a restricted option available for each market rate housing type. Developments containing market-rate duplexes, townhomes, and/or single-family homes shall offer restricted housing options that also include duplexes, townhomes, and/or single-family homes. Penthouses and higher priced end townhouses shall be exempt from this requirement. The proper ratio for restricted to market-rate unit type shall be subject to municipal ordinance or, if not specified, shall be determined at the time of site plan approval.
4. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
5. Penthouse and end units may be reserved for market-rate sale, provided that the overall number, value, and distribution of affordable units across the development is not negatively impacted by such reservation(s).
6. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
7. Each bedroom in each restricted unit must have at least one window; and
8. Restricted units must include adequate air conditioning and heating.

4. Utilities.

1. Affordable units shall utilize the same type of cooling and heating source as market-rate units within the affordable housing development.
2. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance in accordance with N.J.A.C. 5:80-26.13(e).

5. Income split and bedroom distribution.

1. Affordable units shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.
2. In each affordable housing development, at least 50% of the restricted units within each bedroom distribution rounded up to the nearest whole number shall be very low- or low-income units. The municipality has chosen to allow rounding.
3. Middle-income units shall only be provided where specifically authorized by the City or approving Board.
4. Within rental developments, of the total number of affordable rental units, at least 13%, rounded up to the nearest whole number, shall be affordable to very low-income households. The very low-income units shall be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count, and counted as part of the required number of low-income units within the development.
5. Affordable housing developments that are not age-restricted or supportive housing shall be structured such that:
 1. At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;
 2. Two-bedroom and/or three-bedroom units compose at least 50 percent of all

- restricted units;
3. The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total number of low- and moderate-income units. The number may be rounded up when the calculation results in a fraction of .5 or greater if the development includes a minimum of 1 two-bedroom affordable unit and 1 three-bedroom affordable unit. The number of units may be rounded down when calculation results in a fraction of .4 or less.
 4. At least 30% of all low- and moderate-income units, shall be two-bedroom units. The number of units may be rounded up when the calculation results in a fraction of .5 or greater, or rounded down where the calculation results in a fraction of .4 or less.
 5. At least 20% of all low- and moderate-income units, shall be three-bedroom units.
 6. The remaining units may be allocated among two- and three- bedroom units at the discretion of the developer.
 7. Middle-income housing units shall have a bedroom distribution as set forth for low and moderate income housing units, unless otherwise stated by the City or approving Board.
6. Affordable housing developments that are age-restricted or supportive housing, except those supportive housing units whose sponsoring program determines the unit arrangements, shall be structured such that, at a minimum, the number of bedrooms shall equal the number of age-restricted or supportive housing low- and moderate-income units within the inclusionary development. Supportive housing units whose sponsoring program determines the unit arrangement shall comply with all requirements of the sponsoring program. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit. In affordable housing developments with 20 or more restricted units that are age-restricted or supportive housing, two-bedroom units must comprise at least 5% of those restricted units. Middle-income housing units shall have a bedroom distribution as set forth for low and moderate income housing units, unless otherwise stated by the City or approving Board.
6. Accessibility requirements.
1. Any new construction shall be adaptable; however, elevators shall not be required in any building or within any dwelling unit for the purpose of compliance with this section. In buildings without elevator service, only ground floor dwelling units shall be required to be constructed to conform with the technical design standards of the barrier free subcode. "Ground floor" means the first floor with a dwelling unit or portion of a dwelling unit, regardless of whether that floor is at grade. A building may have more than one ground floor.
 2. Notwithstanding the exemption for townhouse dwelling units in the barrier free subcode, the first floor of all townhouse dwelling units and of all other multifloor dwelling units that are attached to at least one other dwelling unit shall be subject to the technical design standards of the barrier free subcode and shall include the following features:
 1. An adaptable toilet and bathing facility on the first floor;
 2. An adaptable kitchen on the first floor;
 3. An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;
 4. An adaptable room that can be used as a bedroom, with a door, or the casing for the installation of a door that is compliant with the Barrier Free Subcode, on the first floor;
 5. If not all of the foregoing requirements in b.i. through b.iv. can be satisfied, then an interior accessible route of travel shall be provided between stories

- within an individual unit; and
6. An accessible entranceway as set forth in P.L. 2005, c. 350 (N.J.S.A. 52:27D-31 1a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the municipality has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
 1. Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 2. To this end, the builder of restricted units shall deposit funds within the Affordable Housing Trust Fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
 3. The funds deposited shall be expended for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
 4. The developer of the restricted units shall submit to the Construction Official a design plan and cost estimate for the conversion from adaptable to accessible entrances.
 5. Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Affordable Housing Trust Fund and earmarked appropriately.
 7. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is “site-impracticable” to meet the requirements. If full compliance with this section would be site impracticable, compliance with this section for any portion of the dwelling shall be required to the extent that it is not site impracticable. Determinations of site impracticability shall comply with the Barrier Free Subcode at N.J.A.C. 5:23-7.

31. Affordable Housing Programs

1. Pursuant to amended UHAC regulations at N.J.A.C. 5:80-26.1 et seq. and, in addition, pursuant to P.L. 2024, c.2 and specifically to the amended FHA at N.J.S.A. 52:27D-31 1.m, “All parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by the Council on Affordable Housing unless those regulations are contradicted by statute, including but not limited to P.L. 2024, c.2, or binding court decisions.” The following are many of the main provisions of the COAH regulations at either N.J.A.C. 5:93 or 5:97 that have been upheld by the NJ Supreme Court. Municipalities should consult the cited full COAH regulations when preparing the HEFSP for required documentation, etc. Additional compliance details may also be included in the specific municipal program manual.
2. Rehabilitation Programs (per N.J.A.C. 5:93-5.2 with updated provisions herein per N.J.A.C. 5:97-6.2 related to credit towards a municipal present need obligation).
 1. The rehabilitation program shall be designed to renovate deficient housing units occupied or intended to be occupied by very low-, low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28-1.1 et seq or the Rehabilitation Subcode, N.J.A.C. 5:23-6 to the extent applicable.
 2. Both ownership and rental units shall be eligible for rehabilitation funds.

3. All rehabilitated units shall remain affordable to very low-, low- and moderate-income households for a period of 10 years (the control period). For owner-occupied units, the control period shall be enforced with a mortgage and note and for renter-occupied units the control period will be enforced with a deed restriction.
 4. The municipality shall dedicate a minimum average hard cost of \$10,000 for each unit to be rehabilitated through this program and in addition shall dedicate associated rehabilitation program soft costs such as case management, inspection fees and work write-ups.
 5. The municipality shall designate, subject to the approval of the Department, one or more Administrative Agents to administer the rehabilitation program in accordance with P.L. 2024, Chapter 2. The Administrative Agent(s) shall provide rehabilitation manuals for ownership and rental rehabilitation programs. Manuals shall be adopted by resolution of the governing body. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and on the municipal affordable housing web page.
 6. Households determined to be very low-, low-, or moderate-income may participate in a rehabilitation program. Rehabilitated units shall be exempt from the very low-income requirements, low/mod split, and bedroom distribution requirements of UHAC, but shall be administered in accordance with the following:
 1. If a unit is vacant at the time of rehabilitation, or if a rehabilitated unit becomes vacant and is re-rented before the expiration of the affordability controls, the deed restriction shall require that the unit be rented to a low- or moderate-income household at an affordable rent.
 2. If a rental unit is occupied by a tenant at the time rehabilitation is completed, the rent charged after rehabilitation shall not exceed the lesser of the tenant's current rent or the maximum rent permitted under UHAC.
 3. Rents in rehabilitated units may increase annually based on the standards in UHAC.
 4. At the time of application, applicant households and/or tenant households shall be subject to income eligibility determinations in accordance with UHAC.
3. Supportive Housing and Group Homes (per N.J.A.C. 5:97-6.10).
1. The following provisions shall apply to group homes, residential health care facilities, and supportive shared living housing:
 1. Units are subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968).
 2. Units may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services.
 3. The unit of credit shall be the bedroom. However, the unit of credit shall be the unit if occupied by a single person or household.
 4. Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.
 5. Occupancy shall not be restricted to youth under 18 years of age.
 6. In affordable developments with 20 or more restricted units that are supportive housing, two-bedroom units must compose at least five percent of

those restricted units.

7. The bedrooms and/or units shall comply with UHAC with the following exceptions:
 1. Affirmative marketing; however, group homes, residential health care facilities, permanent supportive housing, and supportive shared living housing shall be affirmatively marketed to broadest possible population of qualified individuals with special needs in accordance with a plan approved by the sponsoring program;
 2. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4).
 8. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, group homes, residential health care facilities, supportive shared living housing and permanent supportive housing shall have the appropriate controls on affordability in accordance with the Act. In the event that a supportive housing provider is unable to record or execute a long-term deed restriction, the units shall be subject to annual recertification by the Municipal Housing Liaison to confirm continued occupancy and compliance with this Section.
 9. Objective standards shall be applied in the selection of tenants for supportive housing units and shall be designed to ensure that individuals are not excluded in an arbitrary or capricious manner.
 10. The following documentation shall be submitted by the sponsor to the municipality prior to marketing the completed units or facility:
 1. An Affirmative Marketing Plan in accordance with D1 above; and
 2. If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency in accordance with the requirements of this section, which includes validation of the number of bedrooms or units in which low- or moderate-income occupants reside.
 11. The sponsor/owner shall complete annual monitoring as directed by the MHL.
32. Regional Income Limits.
1. Administrative agents shall use the current regional income limits for the purpose of pricing affordable units and determining income eligibility of households.
 2. Regional income limits are based on regional median income, which is established by a regional weighted average of the “median family incomes” published by HUD. The procedure for computing the regional median income is detailed in N.J.A.C. 5:80-26.3.
 3. Updated regional income limits are effective as of the effective date of the regional Section 8 income limits for the year, as published by HUD, or 45 days after HUD publishes the regional Section 8 income limits for the year, whichever comes later. The new income limits may not be less than those of the previous year.
33. Maximum Initial Rents And Sales Prices.
1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC N.J.A.C. 5:80-26.4.
 2. The average rent for all restricted units within each affordable housing development shall be affordable to households earning no more than 52 percent of regional median income.
 3. The maximum rent for restricted rental units within each affordable housing development shall be affordable to households earning no more than 60% of regional median income. The maximum rent may be increased to no more than 70 percent of regional median income for moderate-income units within affordable developments where very-low-income units compose at least 13 percent of the restricted units; however, the number of units with rent

affordable to households earning 70 percent of regional median income may not exceed the number of very-low-income units in excess of 13 percent (rounded up) of the restricted units. The maximum rent for middle-income restricted units within each affordable development shall be affordable to households earning no more than 100% of median income, and the average rent for restricted middle-income units shall be affordable to households earning no more than 90% of median income.

4. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income. These very low-income units shall be part of the low-income requirement and very-low-income units should be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count.
5. The maximum sales price of restricted ownership units within each affordable housing development shall be affordable to households earning no more than 70% of median income, and each affordable housing development must achieve an affordability average that does not exceed 55% for all restricted ownership units. In achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type when the number of low- and moderate-income units permits. The maximum sales price of middle-income restricted ownership units within each affordable development shall be affordable to households earning no more than 110% of median income, and each affordable development must achieve an affordability average of 95% for restricted ownership units; in achieving this affordability average, middle-income ownership units must be available for at least two different prices for each bedroom type.
6. The master deeds and declarations of covenants and restrictions for affordable developments may not distinguish between restricted units and market-rate units in the calculation of any condominium or homeowner association fees and special assessments to be paid by low- and moderate-income purchasers, as well as middle-income purchasers, and those to be paid by market-rate purchasers. Notwithstanding the foregoing sentence, condominium units subject to a municipal ordinance adopted before December 20, 2004, which ordinance provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection are governed by the ordinance.
7. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted family units, the following standards shall be met:
 1. A studio or efficiency unit shall be affordable to a one-person household;
 2. A one-bedroom unit shall be affordable to a one and one-half person household;
 3. A two-bedroom unit shall be affordable to a three-person household;
 4. A three-bedroom unit shall be affordable to a four and one-half person household;
 - and
 5. A four-bedroom unit shall be affordable to a six-person household.
8. In determining the initial rents and sales prices for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted and special needs and supportive housing developments, the following standards shall be met:
 1. A studio or efficiency unit shall be affordable to a one-person household;
 2. A one-bedroom unit shall be affordable to a one and one-half person household; and
 3. A two-bedroom unit shall be affordable to a two-person household or to two one-person households. Where pricing is based on two one-person households, the developer shall provide a list of units so priced to the Municipal Housing Liaison and the Administrative Agent.
9. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the FreddieMac 30-Year Fixed Rate-Mortgage

rate of interest), property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 30 percent of the eligible monthly income of the appropriate size household as determined pursuant to N.J.A.C. 5:80-26.7, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.

10. The initial rent for a restricted rental unit shall be calculated so that the total monthly housing expense, including an allowance for tenant-paid utilities, does not exceed 30 percent of the gross monthly income of a household of the appropriate size whose income is targeted to the applicable percentage of median income for the unit, as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented. The rent shall also comply with the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented. The initial rent for a restricted rental unit shall be calculated so the eligible monthly housing expenses/income, including an allowance for tenant-paid utilities does not exceed 30 percent of gross income of and the appropriate household size as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented.
 11. At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following proper notice provided to the occupant household pursuant to N.J.S.A. 2A:18-61.1.f, the rent may be increased to an amount commensurate with the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), specifically U.S. Bureau of Labor Statistics Series CUUR0100SAH, titled "Housing in Northeast urban, all urban consumers, not seasonally adjusted." Rent increases for units constructed pursuant to Low-Income Housing Tax Credit regulations shall be indexed pursuant to the regulations governing Low-Income Housing Tax Credits.
34. Affirmative Marketing.
1. The municipality shall adopt, by resolution, an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.
 2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children, to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 4 and is required to be followed throughout the period of deed restriction.
 3. The Affirmative Marketing Plan provides the following preferences, provided that units that remain unoccupied after these preferences are exhausted may be offered to households without regard to these preferences.
 1. Where the municipality has entered into an agreement with a developer or residential development owner to provide a preference for very-low-, low-, and moderate-income veterans who served in time of war or other emergency, pursuant to N.J.S.A. 52:27D-311.j, there shall be a preference for veterans for up to 50 percent of the restricted rental units in a particular project.
 2. There shall be a regional preference for all households that live and/or work in Housing Region 4 comprising Monmouth, Ocean and Mercer Counties.
 3. Subordinate to the regional preference, there shall be a preference for households that live and/or work in New Jersey.
 4. With respect to existing restricted units undergoing approved rehabilitation for the purpose of preservation or to restricted units newly created to replace existing restricted units undergoing demolition, a preference for the very-low-, low-, and moderate-income households that are displaced by the rehabilitation or demolition and replacement.

4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Process, including the marketing of initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the municipality shall implement the Affirmative Marketing Process to ensure the Affirmative Marketing of all affordable units, with the exception of affordable programs that are exempt from Affirmative Marketing as noted herein.
 5. The Affirmative Marketing Process shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Process, the Administrative Agent shall consider the use of language translations where appropriate.
 6. Applications for affordable housing or notices thereof, if offered online, shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and municipal library in the municipality in which the units are located; and the developer's rental or sales office. The developer shall mail applications to prospective applicants upon request and shall make applications available through a secure online website address.
 7. In addition to other Affirmative Marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units on the New Jersey Housing Resource Center website. Any other entities, including developers or persons or companies retained to implement the Affirmative Marketing Process, shall comply with this paragraph.
 8. In implementing the Affirmative Marketing Process, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants, as well as middle-income applicants for available middle-income units, on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
 9. The Affirmative Marketing Process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
 10. The cost to affirmatively market the affordable units shall be the responsibility of the developer, sponsor or owner, with the exception of Affirmative Marketing for resales.
35. Selection of Occupants of Affordable Housing Units.
1. The Administrative Agent shall use a random selection process to select occupants of very low-, low- and moderate-income housing, as well as middle-income housing.
 2. A pool of interested households will be maintained in accordance with the provisions of N.J.A.C. 5:80-26.16.
36. Occupancy Standards.
1. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
 1. Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;
 2. Provide a bedroom for every two adult occupants;
 3. With regard to occupants under the age of 18, accommodate the household's requested arrangement, except that such arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and
 4. Avoid placing a one-person household into a unit with more than one bedroom.
37. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.
1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.6, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years subject to the requirements of N.J.A.C. 5:80-26.6, as may be amended and supplemented.
 2. Rehabilitated housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years (crediting towards present need only).
 3. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit. The date of commencement shall be

identified in the deed restriction.

4. If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.
5. After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:
 1. If the municipality exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or
 2. If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.
6. Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
7. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
8. At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
9. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.

38. Price Restrictions for Restricted Ownership Units and Resale Prices.

1. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:
 1. The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.
 2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the standards set forth in N.J.A.C 5:80-26.7.
 1. If the resale occurs prior to the one-year anniversary of the date on which title to the unit was transferred to a certified household, the maximum resale price for a is the most recent non-exempt purchase price.
 2. If the resale occurs on or after such anniversary date, the maximum resale price is the most recent non-exempt purchase price increased to reflect the cumulative annual percentage increases to the regional median income, effective as of the same date as the regional median income calculated pursuant to N.J.A.C. 5:80-26.3
 3. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be:
 1. those that render the unit suitable for a larger household or the addition of a bathroom.
 2. The maximum resale price may be further increased by an amount up to the cumulative dollar value of approved capital improvements made after the last non-exempt sale for improvements and/or upgrades to the unit,

excluding capital improvements paid for by the entity favored on the recapture note and recapture lien described at N.J.A.C. 5:80-26.6(d);

4. No increase for capital improvements is permitted if the maximum resale price prior to adjusting for capital improvements already exceeds whatever initial purchase price the unit would have if it were being offered for purchase for the first time at the initial affordability percentage. All adjustments for capital improvements are subject to 10-year, straight-line depreciation.
 2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase but shall be separate and apart from any contract of sale for the underlying real estate. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price of the air conditioning equipment, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The seller and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.
39. Buyer Income Eligibility.
1. Buyer income eligibility for restricted ownership units shall be established pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented, such that very low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 30% of median income, low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for occupancy by households with a gross household income less than 80% of median income. Additionally, middle-income ownership units shall be reserved for households with a gross income less than 120% of median-income.
 2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the municipality, and subject to the Division's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low-income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit. Similarly, the administrative agent may permit low-income purchasers to buy very-low-income units in housing markets where, as determined by the Division, units are reserved for very-low-income purchasers, but there is an insufficient number of very-low-income purchasers to permit prompt occupancy of the units. In such instances, the purchased unit must be maintained as a very-low-income unit and sold at a very-low-income price point such that on the next resale the unit will still be affordable to very-low-income households and able to be purchased by a very-low-income household. A very-low-income unit that is seeking bonus credit pursuant to N.J.S.A. 52:27D-311.k(9) must first be advertised exclusively as a very-low-income unit according to the Affirmative Marketing requirements at N.J.A.C. 5:80-26.16, then advertised as a very-low-income or low-income unit for at least 30 additional days prior to referring any low-income household to the unit.
 3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that

the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household or a middle-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 1. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for housing expenses, and the proposed housing expenses will reduce its housing costs;
 2. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for housing expenses in the past and has proven its ability to pay; or
 3. The household is currently in substandard or overcrowded living conditions;
 4. The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments
40. Limitations on Indebtedness Secured by Ownership Unit; Subordination.
 1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.
 2. With the exception of original purchase money mortgages, neither an owner nor a lender shall at any time during the control period cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C. 5:80-26.7(c).
41. Control Periods for Restricted Rental Units.
 1. Control periods for units that meet the definition of prior round units shall be pursuant to the 2001 UHAC rules originally adopted October 1, 2001, 33 N.J.R. 3432, and amended December 20, 2004, 36 N.J.R. 5713 and shall remain subject to the requirements of this ordinance for a period of at least 30 years as applicable unless otherwise indicated.
 2. Other than for prior round units, control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 40 years. Restricted rental units created as part of developments receiving 9% Low-Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period for a total of 45 years.
 3. The affordability control period for a restricted rental unit shall commence on the first date that a unit is issued a certificate of occupancy following the execution of the deed restriction or, if affordability controls are being extended, on the effective date of the extension, which is the end of the original control period.
 4. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years.
 5. Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
 6. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property. The deed restriction shall be recorded by the developer with the county records office, and

provided as filed and recorded, to the Administrative Agent within 30 days of the receipt of a certificate of occupancy.

7. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 1. Sublease or assignment of the lease of the unit;
 2. Sale or other voluntary transfer of the ownership of the unit;
 3. The entry and enforcement of any judgment of foreclosure on the property containing the unit; or
 4. The end of the control period, until the occupant household vacates the unit, or is certified as over-income and the controls are released in accordance with UHAC.

42. Rent Restrictions for Rental Units; Leases and Fees.

1. The initial rent for a restricted rental unit shall be set by the Administrative Agent.
2. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be retained on file by the Administrative Agent.
3. No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
 1. Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.
4. Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
5. Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.
6. Pet fees may not exceed \$30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.
7. Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.
8. For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

43. Tenant Income Eligibility.

1. Tenant income eligibility shall be determined pursuant to N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:
 1. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the regional median income by household size.
 2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the regional median income by household size.
 3. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median income by household size.
 4. Middle-income rental units shall be reserved for households with a gross household income between 80% and 120% of median income.

2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income or moderate-income household, or middle-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 1. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 2. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 3. The household is currently in substandard or overcrowded living conditions;
 4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 5. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
 3. The applicant shall file documentation sufficient to establish the existence of any of the circumstances in 2.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.
44. Municipal Housing Liaison.
1. The Municipal Housing Liaison shall be approved by municipal resolution.
 2. The Municipal Housing Liaison shall be approved by the Division, or is in the process of getting approval, and fully or conditionally meets the requirements for qualifications, including initial and periodic training as set forth in in N.J.A.C. 5:99-1 et seq.
 3. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program, including the following responsibilities, which may not be contracted out to the Administrative Agent:
 1. Serving as the primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the State, affordable housing providers, administrative agents and interested households.
 2. The oversight of the Affirmative Marketing Plan and affordability controls.
 3. When applicable, overseeing and monitoring any contracting Administrative Agent.
 4. Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.
 5. Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.
 6. Coordinating meetings with affordable housing providers and administrative agents, as needed.
 7. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.
 8. Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each affordable housing development.
 9. Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the document required in C.8. above has been duly recorded.
 10. Listing on the municipal website contact information for the MHL and Administrative Agents.
45. Administrative Agent.
1. All municipalities that have created or will create affordable housing programs and/or affordable units shall designate or approve, for each project within its HEFSP, an

administrative agent to administer the affordable housing program and/or affordable housing units in accordance with the requirements of the FHA, NJAC 5:99-1 et seq. and UHAC.

2. The fees for administrative agents shall be paid as follows:
 1. Administrative agent fees related to rental units shall be paid by the developer/owner.
 2. Administrative agent fees related to initial sale of units shall be paid by the developer.
 3. Administrative agent fees related to resales shall be paid by the seller of the affordable home.
 4. Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.
3. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s). The Operating Manual(s) shall be available for public inspection in the Office of the Clerk and in the office(s) of the Administrative Agent(s). Operating manuals shall be adopted by resolution of the Governing Body.
4. Subject to the role of the Administrative Agent(s), the duties and responsibilities as are set forth in N.J.A.C. 5:99-7 and which are described in full detail in the Operating Manual, including those set forth in UHAC, include:
 1. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;
 2. Affirmative marketing:
 1. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the municipality and the provisions of N.J.A.C. 5:80-26.16.
 2. Providing counseling, or contracting to provide counseling services, to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements; and landlord/tenant law.
 3. Household certification.
 1. Soliciting, scheduling, conducting and following up on interviews with interested households.
 2. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit, or middle-income unit;
 3. Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.
 4. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in the Appendices J and K of N.J.A.C. 5:80-26.1 et seq.
 5. Creating and maintaining a referral list of eligible applicant households living in the housing region, and eligible applicant households with members working in the housing region, where the units are located.
 6. Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.
 4. Affordability controls.
 1. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for the recording at the time of conveyance of title of each restricted unit.
 2. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and filed properly with the County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit in accordance with UHAC.
 3. Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.

4. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.
 5. Records retention.
 1. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded recapture mortgage, and note, as appropriate.
 2. Records received, retained, retrieved, or transmitted in furtherance of crediting affordable units of a municipality constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality.
 6. Resales and re-rentals.
 1. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental.
 2. Instituting and maintaining an effective means of communicating information to very low-, low-, or moderate-income households, as well as applicable middle-income households, regarding the availability of restricted units for resale or re-rental.
 7. Processing requests from unit owners.
 1. Reviewing and approving requests from owners of restricted units who wish to refinance or take out home equity loans during the term of their ownership to determine that the amount of indebtedness to be incurred will not violate the terms of this ordinance.
 2. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems.
 3. Notifying the municipality of an owner's intent to sell a restricted unit.
 4. Making determinations on requests by owners of restricted units for hardship waivers.
 8. Enforcement.
 1. Securing annually from the municipality a list of all affordable ownership units for which property tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
 2. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
 3. Sending annual mailings to all owners of affordable dwelling units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.19(d)4;
 4. Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and
 5. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent setting forth procedures for administering the affordability controls.
 9. The Administrative Agent(s) shall, as delegated by the municipality, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities, herein.
46. Responsibilities of The Owner of a development containing affordable units.

1. The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:
 1. Site plan, architectural plan, or other plan that identifies the location of each affordable unit, if subject to the site plan approval, settlement agreement, or other applicable document regulating the location of affordable units. The administrative agent shall determine the location of affordable units if not set forth in the site plan approval, settlement agreement, or other applicable document.
 2. The total number of units in the project and the number of affordable units.
 3. The breakdown of the affordable units by or identification of affordable unit locations by bedroom count and income level, including street addresses / unit numbers, if subject to the site plan approval, settlement agreement, or other applicable document regulating the breakdown of affordable units. The administrative agent shall determine the bedroom and income distribution if not set forth in the site plan approval, settlement agreement, or other applicable document.
 4. Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.
 5. A projected construction schedule.
 6. The location of any common areas and elevators.
 7. The name of the person who will be responsible for official contact with the administrative agent for the duration of the project, which must be updated if the contact changes.
2. In addition to A above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:
 1. Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement that the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing address, and email address of the administrative agent to whom complaints of excess rent can be issued.
 2. Provide to the administrative agent a description of any applicable fees.
 3. Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.
 4. Agree and ensure that the utility configuration established at the start of the rent-up process not be altered at any time throughout the restricted period.
 5. Provide to the administrative agent a proposed form of lease for any rental units.
 6. Ensure that the tenant selection criteria for the applicants for affordable units not be more restrictive than the tenant selection criteria for applicants for non-restricted units.
 7. Strive to maintain the continued occupancy of the affordable units during the entire restricted period.
3. In addition to A, above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the administrative agent:
 1. Proposed pricing for all units, including any purchaser options and add-on items.
 2. Condominium or homeowner association fees and any other applicable fees.
 3. Estimated real property taxes.
 4. Sewer, water, trash disposal, and any other utility assessments.
 5. Flood insurance requirement, if applicable.
 6. The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.
47. Enforcement of Affordable Housing Regulations
 1. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or equity,

including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

2. After providing written notice of a violation to an owner, developer or tenant of an affordable unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the Court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:
 1. A fine of not more than \$500 or imprisonment for a period not to exceed 90 days, or both, unless otherwise specified below, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;
 2. In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 3. In the case of an owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
 3. The municipality shall have the authority to levy fines against the owner of the development for instances of noncompliance with NJHRC advertising requirements (N.J.S.A. 52:27D-321.6.e.(2)), following written notice to the owner. The fine for the first offense of noncompliance shall be \$5,000, the fine for the second offense of noncompliance shall be \$10,000, and the fine for each subsequent offense of noncompliance shall be \$15,000.
 4. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- or moderate-income unit, or the middle-income unit, as may be applicable.
 1. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the affordable unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
 2. The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- or moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus shall be placed in escrow by the municipality for the owner and shall be held

in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.

3. Foreclosure due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as they apply to the low- and moderate-income unit, or the middle-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
4. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the affordable unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the affordable unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess that would have been realized from an actual sale as previously described.
5. Failure of the low- or moderate-income unit, or a middle-income unit, to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser that may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- or moderate-income unit, or middle-income unit, as permitted by the regulations governing affordable housing units.
6. The affordable unit owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.
5. It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.
6. Banks and other lending institutions are prohibited from issuing any loan secured by owner occupied real property subject to the affordability controls set forth in this subchapter if such loan would be in excess of amounts permitted by the restriction documents recorded in the

deed or mortgage book in the county in which the property is located. Any loan issued in violation of this subsection is void as against public policy.

7. The Agency and the Department hereby reserve, for themselves and for each administrative agent appointed pursuant to this subchapter, all of the rights and remedies available at law and in equity for the enforcement of this subchapter, including, but not limited to, fines, evictions, and foreclosures as approved by a county-level housing judge.
8. Appeals
 1. Appeals from all decisions of an administrative agent appointed pursuant to this subchapter must be filed, in writing, with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

Repealer

All ordinances or code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Severability

If any section, subsection, paragraph, sentence or any other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance.

Effective Date

This ordinance shall take effect upon its passage and publication, as required by law.

I, ANTHONY CUCCI, 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. 2026-___ which was finally adopted by the City Council at a meeting held on the ___ day of ____, 2026

CERTIFIED BY ME THIS __ DAY OF ____, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK