



Agenda
Meeting of the Municipal Council
Wednesday, May 27, 2026
REGULAR MEETING 6:00 PM

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

A. 2026-211 Resolution Authorizing A Meeting Which Excludes The Public

B. Public Safety

1. Police Monthly Report April 2026

C. Contract Negotiation

1. 110 First Avenue (Block 3901, Lot 1)

D. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the “Open Public Meetings Act,” Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 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

III. Regular Meeting

A. Public Participation

B. Minutes

Executive Meeting Minutes: May 13, 2026

Regular Meeting Minutes: May 13, 2026

Special Meeting Minutes: May 20, 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

2026-212 Resolution Approving Special Event Applications

2026-213 Authorizing a Reduction of Sewer Charges Due to a Water Leak

2026-214 Resolution Authorizing the Annual Renewal of SDL Software

2026-215 Resolution Authorizing A Two-Year Extension Of The Contract With Emmanuel Transportation Services For School Bus Transportation Services For Recreation And PAL

2026-216 Resolution Authorizing a Professional Services Contract with T&M Associates for Professional Engineering Services Related to Langford Street Roadway Improvements

2026-217 Resolution approving change order #3 for the First Ave Roadway Improvements Project

2026-218 Resolution of The Municipal Council of The City of Asbury Park Authorizing the Submission of an Application to The New Jersey Urban Enterprise Zone Authority for Enterprise Zone Assistance Funds for The UEZ Administrative Budget for FY 2027

D. Individual Resolutions

2026-219 Resolution Authorizing Payment of Bills

2026-220 Resolution Of The Mayor And City Council Of Asbury Park Authorizing The City Of Asbury Park To Enter Into A Subsequent Developer Agreement With Asbury Partners, LLC And APW Redeveloper, LLC Regarding Residential Development On Block 3802, Lot 1 (216 Cookman Avenue) And Referring The Matter To The Planning Board For Appropriate Approvals

E. Ordinances

1. Introduction

2026-13 Bond Ordinance Providing For Various Transportation Utility Improvements, By And In The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey; Appropriating \$2,070,000 Therefor And Authorizing The Issuance Of \$2,070,000 In Bonds Or Notes To Finance The Cost Thereof

F. Public Hearing for the Amendment to the 2026 Municipal Budget

2026-221 Resolution Adopting Amendment to the 2026 Municipal Budget

G. Public Hearing for the 2026 Municipal Budget Adoption

2026-222 Resolution Adopting the 2026 Municipal Budget

H. Adjournment



RESOLUTION - 2026-211

**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 May 27, 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 April 2026

2. Contract Negotiations:

110 First Avenue (Block 3901, Lot 1)

3. 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.

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, May 13, 2026
REGULAR MEETING

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

A. 2026-191 Resolution Authorizing A Meeting Which Excludes The Public

1. Public Safety

Social Services Outreach Report

2. Contract Negotiation

1001 First Avenue (Block: 401, Lot 11)

Fifth Avenue Bandshell - 1200 Ocean Avenue Block: 4502 Lot 1.16

FIFA Art Installation

Wesley Lake Peddle Boats

216 Cookman Avenue (Block 3802, Lot 1)

110 1st Ave. (Block 3904)

3. 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:

City Clerk, Anthony Cucci presented special events applications to Mayor and Council.

Items to be Presented:

Matters from City Council

Council member Ahbez-Anderson had no matters at this time.

Council member Chapman stated, I would like to announce that Asbury Park is hosting a jazz festival on Sunday, June 28th, from 12:00PM until 8:00PM in Sunset Park. It’s free admission, come on out and have some fun.

Deputy Mayor Quinn stated, I want to thank Cassandra Dickerson for doing the second Mother’s Day tea, which was a free event at Blackbird that people brought their mothers out to, so Cassandra did a great job on that. I want to acknowledge the death of a woman named Emily Harris. Emily Harris’ husband is Danny Harris, who has been on the zoning board for close to 20 years. The service was this weekend, and the Mayor and Council want to offer our condolences to the Harris family.

Mayor Moor had no matters at this time.

Matters from City Manager

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

Matters from City Attorney

City Attorney, Kevin Starkey stated, The City retained former Justice Lee Solomon to do a report or an opinion on the matters involving primarily the casino and the options available to the city in the event of a default. I received a lengthy letter from Justice Solomon as I had just

informed the Council. I am in the process of reviewing it and there are portions that I may have to redact. They refer to strategic decisions and recommendations. When I have completed that I will make that available to the public and certainly to the Council.

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:

Mike Arvelo and Bianca Bertolli made a comment about parking tickets and enforcement. Matthew Whalen made a comment about upcoming events from the Chamber of Commerce. Bess McCarthy made a comment about tax-exempt properties and an issue with a neighboring property. Chris Olith made a comment about preserving Asbury's historic properties. Gabrielle made a comment about a homeless encampment. Dan Sciannameo made a comment about empty properties to be developed that are not monitored.

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

Executive Meeting Minutes: April 22nd, 2026

Regular Meeting Minutes: April 22nd, 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: 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
- 2026-192 Resolution Approving Special Event Applications
- 2026-193 Resolution to Refund Overpaid Municipal Charges for Various Properties
- 2026-194 Resolution to Adjust Sewer Charges on Various Accounts
- 2026-195 Resolution Authorizing Payment For Emergency Sanitary Sewer Main Repairs Needed
- 2026-196 Resolution Authorizing Payment For Emergency Sinkhole Repairs Needed
- 2026-197 Resolution Authorizing Submission of a Grant Application to the United States Department of Justice 2025 Edward Byrne Memorial Justice Assistance Program
- 2026-198 Resolution Authorizing A Two-Year Extension Of The Contract With PIMCO, LLC, Regarding The Operation Of A Seasonal Concession To Provide For The Rental Of Umbrellas And Beach chairs On The Public Beaches Of The City Of Asbury Park, New Jersey
- 2026-199 Resolution Approving Change Order #13 Through #15 And Request To Exceed 20% Change Order Threshold For The Asbury Park Boardwalk Restroom Project
- 2026-200 Resolution Approving Change Order #2 For The First Avenue Roadway Improvements Project

D. Individual Resolutions

- 2026-201 Resolution Authorizing Payment of Bills

RESULT: Passed

MOVER: Council member Angela Ahbez-Anderson

SECONDER: Deputy Mayor Amy Quinn

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

NAYS: None

2026-202 Resolution Authorizing The City Of Asbury Park To Accept A Donation Of 12 Ostrich Beach Chairs From Ostrich Chairs To Be Used By City Beach Attendants

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

2026-203 Authorizing the award of a contract to Kyle + McManus Associates to provide Consulting Planner Services for the City, and authorizing the execution of an agreement for Professional Consulting Planner Services associated therewith for 2026

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

2026-204 Authorizing the award of a contract to Kyle + McManus Associates to provide Affordable Housing Planner Services for the City, and authorizing the execution of an agreement for Professional Affordable Housing Planner Services associated therewith for 2026

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

2026-205 Resolution Of The City Council Of The City Of Asbury Park Authorizing The Execution Of A Contract With Garden State Fireworks, Inc. For The 2026 Independence Day Fireworks Exhibition

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

2026-206 Resolution To Amend The 2026 Calendar Year Budget

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

2026-207 Resolution Authorizing Installation Of A Seven-Foot-High Sculptural Soccer Ball By Arts 14c, Inc., A 501(C)(3) Nonprofit Organization, At The Train Station Plaza On Main Street, From June 1 Through September 6, 2026, In Celebration Of The 2026 FIFA World Cup

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

2026-208 Resolution Authorizing A Renewal Of Annual Shotspotter (Formerly Respond) Subscription Services For An Additional Three-Year Term Through June 29, 2029

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

2026-209 Resolution Authorizing Submission Of A Planning And Design Grant For PFAS Pilot Testing And Feasibility Study At The Asbury Park Wastewater Treatment Plant

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

E. Ordinances

1. Public Hearing/Second Reading

2026-9 Bond Ordinance Providing For Roadway Improvements To Langford Street, Appropriating \$1,500,000 Therefor And Authorizing The Issuance Of \$1,010,474 Bonds And Notes To Finance A Portion Of The Costs Thereof, Authorized In And By The City Of Asbury, In The County Of Monmouth, New Jersey

A motion to open 2026-9 to the public was made by Council member Chapman and seconded by Council member Ahbez-Anderson. All were favor.

No members of the public spoke.

A motion to close 2026-9 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

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

F. Adjournment

The meeting was adjourned at 6:40 PM

A motion to close the meeting was made by Mayor Moor and seconded Council member Chapman

Respectfully submitted by:

Anthony Cucci, City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, May 20, 2026
SPECIAL MEETING

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

Call to Order/Roll Call

Attendee Name	Status
Mayor John Moor	Present
Council member Eileen Chapman	Present
Council member Yvonne Clayton	Present
Deputy Mayor Amy Quinn	Absent
Council member Angela Ahbez-Anderson	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 Special Meeting Notice was posted to the City of Asbury Park's Website on May 18, 2026 in compliance with Chapter 72 P.L 2025, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

II. Regular Meeting

A. Public Participation

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

No members of the public spoke.

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

B. Individual Resolutions

2026-210 Resolution Establishing Fees And Regulations For The 2026 Beach Season

RESULT: Passed
MOVER: Council member Eileen Chapman
SECONDER: Council member Yvonne Clayton
AYES: Mayor John Moor, Council member Eileen Chapman, Council member Yvonne Clayton
NAYS: None

C. Adjournment

The meeting was adjourned at 11:32 PM

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

Respectfully submitted by:

Anthony Cucci, City Clerk



RESOLUTION - 2026-212

**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 May 27, 2026 the following Special Events Applications were presented for approval by the Director of Recreation:

First Fridays Art & Sound- additional date July 10
House Music Festival
Live Radio Broadcasts 94.3/101.5
POAC Sea of Change Autism Surf Day
AP Jazz Festival
Mind Travel Silent Concerts
Interfaith Neighbors Launch Center Community Day
Cathedral International Annual Water Baptism
AP Seafood & Music Festival
Georgies North 2 Shore Block Party
AP Sunset Farmers Market

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: January 29, 2026

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: FIRST FRIDAYS ART AND SOUND AT THE PLAZA

MAY 1, 2026 & JUNE 5, 2026 &
AUGUST 7, 2026 & SEPTEMBER 4,

MAY 1, 2026 & JUNE 5, 2026 &
AUGUST 7, 2026 & SEPTEMBER 4,

Date of Event: 2026 & OCTOBER 2, 2026

Rain Date: 2026 & OCTOBER 2, 2026

*Adding
July 10th*

Time of Event: 5:00 PM to 9:00 PM

Setup time: 3:30 PM Break-down time: 8:30 PM

Location of Event: Press Plaza

Type of Event (check all that apply):

Festival

Parade

Foot Race

Wedding*

Beach Event

Concert

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

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- 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: House music festival, show _____

Date of Event: August 8, 2026 _____ Rain Date: August 9, 2026 _____

Time of Event: _____ 12pm _____ to _____ 9pm _____ Setup time: _____ 10am _____ Break-down time: _____ 7pm _____

Location of Event: Springwood Park *updated 5/19/26: Requesting Sunset Park*

Type of Event (check all that apply):

- | | | |
|-----------------------------------|--------------------------------------|------------------------------------|
| <input type="checkbox"/> Festival | <input type="checkbox"/> Parade | <input type="checkbox"/> Foot Race |
| <input type="checkbox"/> Wedding* | <input type="checkbox"/> Beach Event | <input type="checkbox"/> Concert |

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, judgments, 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: Live Broadcasts with 943 The Point + NJ101.5
Every Friday + Saturday
 Date of Event: 5/22 - 9/26 Rain Date: N/A
 Time of Event: 10A to 7p (Varies) Setup time: 9A (Varies) Break-down time: 730p (Varies)
 Location of Event: Boardwalk between 3rd + 4th

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|---|
| <input type="checkbox"/> Festival | <input 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 checked="" type="checkbox"/> Other: <u>Live Broadcasts</u> |

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

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: POAC Sea of Change Autism Surf day

Date of Event: Tuesday August 11th 2026 Rain Date: NA

Time of Event: 9 AM to 3 PM Setup time: 8am Break-down time: 3pm-4pm

Location of Event: Dog Beach

Type of Event (check all that apply):

- | | | |
|--|---|--|
| <input type="checkbox"/> Festival | <input type="checkbox"/> Parade | <input type="checkbox"/> Foot Race |
| <input type="checkbox"/> Wedding* | <input checked="" 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.



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

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- 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 JAZZ FEST

Date of Event: 6/28/26 Rain Date: N/A

Time of Event: 12PM to 8PM Setup time: 8AM Break-down time: 8PM-10PM

Location of Event: SUNSET PARK

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| <input checked="" type="checkbox"/> Festival | <input 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.**



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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



Date of Event: June 14, July 12, August 20, 2026 Rain Date: _____

Time of Event: 7:30pm to 9:30pm Setup time: 6:30pm Break-down time: 9:30pm-11:00pm

Name of Event: MindTravel Live-to-Headphones 'Silent' Piano Experience

Location of Event: 6th Ave Beach

Type of Event (check all that apply):

- | | | |
|--|--|--|
| <input type="checkbox"/> Festival | <input type="checkbox"/> Parade | <input type="checkbox"/> Foot Race |
| <input type="checkbox"/> Wedding* | <input checked="" type="checkbox"/> X Beach Event | <input checked="" type="checkbox"/> X 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: _____ |

PROPERTY OF THE CITY OF ASBURY PARK

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.

INTERFAITH NEIGHBORS LAUNCH CENTER

Name of Event: _____

SATURDAY, JULY 11, 2026

SATURDAY, JULY 18, 2026

Date of Event: _____

Rain Date: _____

12:00 PM 4:00 pm

10:00 AM

4-5:00 PM

Time of Event: _____ to _____

Setup time: _____ Break-down time: _____

100 BLOCK OF ATKINS AVENUE

Location of Event: _____

Type of Event (check all that apply):

Festival **COMMUNITY DAY**

Parade

Foot Race

Wedding*

Beach Event

Concert

Bike Ride/Race

Triathlon

Multi Day Event

Rally/Demonstration

Swim Event

Other:

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



Date of Event: **July 26, 2026** Rain Date: **August 2, 2026**
Time of Event: **12:00 Noon** to **3:30pm** Setup time: **10:00am**
Break-down time: **3:00pm**
Name of Event: **Cathedral Loves Asbury Park Annual Ocean Baptism**
Location of Event: **6th Avenue Beach**
Type of Event (check all that apply):
" Festival " Parade " Foot Race
" Wedding* " Beach Event " Concert
" Bike Ride/Race " Triathlon " Multi Day Event
" Rally/Demonstration " Swim Event " Other: **Annual Ocean Baptism**
*Wedding applicants only need to complete page 6.
Date Application Received: **April 23, 2026**
Application Fee Paid:

APPLICANT INFORMATION

1. Name of Applicant/Organization: **Cathedral International**
2. Address of Applicant: **1208 Grand Avenue, Asbury Park NJ**
3. Telephone #: **732-585-4052** Cell Phone #: **732- 778-7686**
E-mail: **laurenh@thecathedral.Org**
4. Is your organization non-profit? **YES** If so, please provide
Tax ID# 222-535-179/000
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage:
Annual Ocean Baptism Beginning at 12:00 Noon, Bishop Donald Hilliard, Pastors, leadership and the Baptism candidates march from 1208 Grand Ave. to the 6th avenue beach for Baptism in the ocean.
6. Estimated attendance: **150**
7. "YES " **X NO** Will drones be a part of your event?



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 Seafood & Music Festival

Date of Event: Aug 28-30 Rain Date: N/A

Fri: 5-10PM - Sat: 12-10PM - Sun: 11-6PM

Time of Event: _____ to _____ Setup time: Aug 27 Break-down time: Aug 30

Location of Event: Bradley Park

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| <input checked="" type="checkbox"/> Festival | <input 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.**

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.
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- 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: GEORGIES NORTH 2 SHORE BLOCK PARTY + VINTAGE MARKET

Date of Event: SAT, 6/20/26 Rain Date: N/A

Time of Event: 12pm to 8pm Setup time: 11AM Break-down time: 7PM

Location of Event: STEINER AVE. BETWEEN 4th + 5th AVES.

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|---|
| <input type="checkbox"/> Festival | <input 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 checked="" type="checkbox"/> Other: <u>BLOCK PARTY</u> |

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

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: AP Sunset Farmers' Market

Date of Event: July - Sept 2026 Rain
 Date: _____ October

Time of Event: 8 am to 1 pm Setup
 time: _____ Break-down time: _____

Location of Event: FIREMAN'S PARK

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| <input type="checkbox"/> Festival | <input 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 | |
| | | Other: _____ |

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

APPLICANT INFORMATION

1. Name of



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: 5-30 Ceremony start time: 4:30 End time: 5:00
Setup time: 4pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: KENNEDY PARK

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: BOB FATEY CROSS + ORANGE

Contact #: 201-403-1082 Email Address: _____

Applicant 2- Name & Address: _____

Contact #: _____ Email Address: _____

of people in wedding party: _____ # of people attending wedding: 125



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: August 8th, 2026 Ceremony start time: 6:00 PM End time: 7:00 PM

Setup time: 5:00 PM (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 2nd Ave Beach

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: Alexis Kulash
617 Third Ave, Asbury Park, NJ 07712

Contact #: 816-308-9982 Email Address: alexiskulash@gmail.com

Applicant 2- Name & Address: Andres Escobar
617 Third Ave, Asbury Park, NJ 07712

Contact #: 201-484-9520 Email Address: escobar022@gmail.com

of people in wedding party: 4

of people attending wedding: 60



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.
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: 9/26/26 Ceremony start time: 11:30am End time: 12pm
Setup time: 10am (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

YES NO Will reserved parking spaces be requested? If so, how many spaces where X. 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: Fratangelo + Painter WR

Contact #: Email Address:

Applicant 2- Name & Address: Alyssa Zygmunt

Contact #: Email Address: azygmunt@mcclones.com

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



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 27, 2026
RESOLUTION SUMMARY

2026-213

This resolution is to reduce and forgive sewer charges on a property where a water leak has occurred leading to an enlarged sewer bill. The property owner has provided the City with documentation of the leak.



RESOLUTION - 2026-213

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

AUTHORIZING A REDUCTION OF SEWER CHARGES DUE TO A WATER LEAK

WHEREAS, Asbury Music Center, LLC has provided the City documentation of a water leak at 621 Lake Ave (Account #21000660-0) that was recently repaired and led to an enlarged 2026 Q2 sewer bill in the amount of \$2,258.50.

WHEREAS, Asbury Music Center, LLC has requested Council grant financial relief from the sewer charges accumulated in the amount of \$1,414.11.

NOW, THEREFORE, BE IT RESOLVED that the City of Asbury Park hereby forgives and discharges \$1,414.11 from the amount due.

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, May 27, 2026
RESOLUTION SUMMARY

2026-214

Resolution authorizing the annual renewal of SDL Software in the amount of \$62,550 utilizing IT O&E funds.



RESOLUTION - 2026-214

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

WHEREAS, the City has a need to renew the SDL software for one year; and

WHEREAS, the City has obtained the attached proposal from Spatial Data Logic, Inc. (SDL) totaling \$62,550.00; and

WHEREAS, this service is exempt from public bidding as per N.J.S.A. 40A:11-5(1) (dd) The provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, except that this provision shall not be utilized to acquire or upgrade non-proprietary hardware or to acquire or update non-proprietary software; and

WHEREAS, the City has approved via Resolution 2019-139 authorizing the purchase of SDL software off of NJ State Contract #89851; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 6-01-20-140-000-222; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the annual software renewal with SDL in the amount of \$62,550.00; and

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



**CONNECTED
GOVERNMENT,
CONNECTED
RESIDENTS.**

May 4, 2026

Proposal By: Megan Kelly

Proposal For: City of Asbury Park

Proposal Expiration: Jul 30, 2026

Order Form

Contract Information

Customer: City of Asbury Park

Kickoff Date: Apr 30, 2026

Contract Term: 3 years

Currency: USD

Billing Information

Contact Name: Joe Dellaragione

 Address: One Municipal Plaza, Asbury Park, NJ
07712

Email: elton.armady@asburypark.gov

Phone: 732-775-2100

General Proposal Notes:

3 Year renewal for 50 named user licenses and SDL Hosting - including the migration to the SDL Hosted platform and all ongoing fees. Additional licenses or professional services can be quoted out separately as needed.

Year	Payment Amount
Year 1	\$62,550.00
Year 2	\$68,179.50
Year 3	\$74,315.66

Pricing Information - Subscription Items

SDL is pleased to offer the following pricing.

Item Name	Quantity	Renewal Start Date	Duration
Licensing	50	Apr 30, 2026	3

Important Renewal Information

- Invoicing:



- All outstanding invoices beyond (60) days are subject to the accrual of interest at a rate of 1.5% per month.
- Past-due invoices over 30 days may subject the account to service interruptions.
- All payments will follow Spatial Data Logic's standard billing terms (Net 30 Days) unless otherwise negotiated and agreed upon before the submission of a PO or contract.
- If you are using a third-party reseller, you will need to secure a quote through that vendor and ensure a Purchase Order is in place before the renewal date.

• **Licensing & Services:**

- SDL requires 90 days written notification of any changes to licensing or services. This notification must reach SDL 90 days before the renewal date for any reduction in licensing or services.

• **Pay-to-Play Documentation:**

- Any required Pay to Play or bid documentation should be provided to SDL no later than 3 months in advance of the renewal date

• **Additional Services:**

- Any requests for services or services performed outside of the services described herein shall be deemed additional services and billed according to our standard rate schedules.

Annual Notice of Rates, Services and Discount Option for 2026

- SDL's Enterprise License is an annual software subscription that must be paid yearly, on or before the renewal date.
Please contact your Customer Success Manager with any questions.

Note: On-premise software licensing is based on the number of computers where the desktop software is installed.

SDL Hosted software licensing is based on the number of "Named Users".
Named-user licensing is required to utilize SDL Online, Remote Inspections, and other possible adjunct SDL Online features



PROPOSAL SIGN-OFF

The above information outlines the scope of work and software services that will be provided by SDL. To begin implementation, SDL will need this signed document in addition to the approved Statement of Work

Purchase Order

Purchase Orders will be issued directly to SDL unless using a Third-Party Reseller. If you are using a third-party reseller, you will receive a quote from that vendor.

Proposal Approval

I have reviewed the information contained in this proposal and agree that:

- The attached quote meets my request.
- I understand the software and hardware requirements for my specific licensing (On-Premise or SDL Hosted)
- I authorize SDL to obtain the MODIV parcel data for my municipality from our vendor for initial configuration purposes.

I confirm that I am authorized to sign on behalf of City of Asbury Park.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SPATIAL DATA LOGIC, LLC

Trade Name:

Address: 285 DAVIDSON AVE STE 302
SOMERSET, NJ 08873

Certificate Number: 2805577

Effective Date: December 29, 2022

Date of Issuance: January 09, 2023

For Office Use Only:
20230109145438267

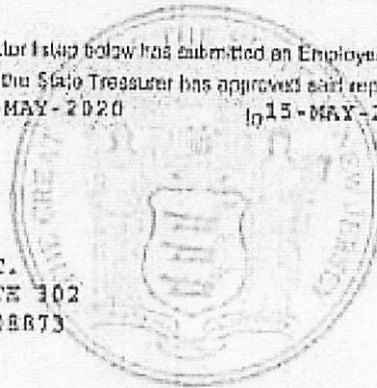
Certification 10964

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAY-2020 to 15-MAY-2027

SPATIAL DATA LOGIC, INC.
285 DAVIDSON AVE., SUITE 302
SOMERSET NJ 08873



Elizabeth Maher Mujica
ELIZABETH MAHER MUJICA
State Treasurer



COMPLIANCE DOCUMENTS

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

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Spatial Data Logic LLC

2 Business name/disregarded entity name, if different from above
Spatial Data Logic Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
285 Davidson Ave, Suite 302

6 City, state, and ZIP code
Somerset, NJ 08873

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
 [] - [] - [] [] [] []

OR
 Employer identification number
 5 2 - 2 1 3 7 0 5 9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person  Date ▶ 6/17/2022

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



SPATIAL DATA LOGIC, LLC. GENERAL TERMS AND CONDITIONS

1. **SCOPE.** Subject to the terms of this Agreement, Customer may use or receive the SDL Software and Services (defined below) that Customer selects in order forms (each an "Order") executed in writing by both parties or entered into by Customer on-line through SDL's website and which are hereby incorporated by reference to and are part of the Agreement. Additional and supplemental terms will be executed in the form of Addenda. In the event of a conflict between the General Terms and any Addendum, the Addendum shall control. In the event of a conflict between the General Terms, an Addendum and an Order, the General Terms and Addendum, as applicable, shall govern over the Order.
2. **DEFINITIONS, PRODUCTS AND SERVICES.**
 - 2.1. **Definitions.** Certain capitalized terms used in this Agreement, not otherwise defined, shall have the meanings set forth or cross-referenced below.
 - "Aggregated Data"** refers to any non-personally identifiable, technical, statistical or analytical data gathered or generated directly by use of the SDL Software, and which SDL collects, gathers and aggregates periodically as part of its services and the use of the SDL Software. SDL (its affiliates, licensors, partners and designated agents) may use this information for its own purposes, including to create, monitor and improve its products, and services or to provide customized services or technologies to their customers. SDL collects and uses this information in accordance with its privacy policies and applicable data protection laws. As between SDL and Customer, Aggregated Data (i) is property of SDL; (ii) is Confidential Information of SDL; and (iii) does not include personally identifiable Customer Data.
 - "Authorized System"** means all computer systems, storage devices and networks owned, operated or under the supervision and control of Customer.
 - "Available"** means that the Users are able to access and use all material portions of the SDL Hosting and all material functionality and content therein.
 - "Confidential Information"** means all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, the SDL Software and the Documentation shall be considered SDL's Confidential Information.
 - "Customer Data"** means all data, information, records, and other content, including, without limitation, any information, archives, permits, licenses, or public records provided, uploaded, transmitted, inputted, edited, authored, generated, managed, or otherwise submitted by Customer or its Users into the SDL Software. Customer Data is Confidential Information of Customer.
 - "Documentation"** means SDL's then current standard user manuals, specifications, and/or product related documentation generally made available to customers of SDL, in printed or electronic format, and any updates thereto.
 - "Eligible Customer Personnel"** Means any User identified in writing by Customer to SDL and designated for the purpose of receiving Technical Support. Eligible Customer Personnel shall have undergone training and certification in use and support of the SDL Software as designated by SDL.
 - "Error"** will mean any material, reproducible nonconformity of the SDL Software with the Documentation.
 - "Professional Services"** means any other ancillary and separate services that may be provided by SDL at the express request of Customer, under a fixed fee or time-and-material basis at SDL's

then-current rates and solely under the terms of a this Master Services Agreement, with its correspondent Work Statements. Professional Services may include without limitation, consulting, training, customization services, on-site support or other professional services. Professional Services are out-of-plan services, not included in the Support Services.

"SDL Desktop" refers to the executable, object code version of SDL Software that is licensed for installation on Authorized Systems on a client/server basis, or hosted by SDL if and only if a separate SDL Hosting is explicitly listed in an Order or Work Statement as an included service.

"SDL Hosting" refers to the hosting services provided by SDL to enable access to SDL Desktop as hosted, configured and maintained by (or on behalf of) SDL and which includes access to the functionalities of SDL Desktop and to Customer Data.

"SDL Holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day..

"SDL Mobile" refers to SDL's proprietary mobile application that is made available to Customer and its Users for download on portable or mobile devices, for access and use of the features and modules of the SDL Software.

"SDL SaaS Software" refers to the provision of access to the SDL Software on a software-as-a-service ("**SaaS**") configuration for access and use by Customer via the internet using a standard web browser.

"SDL Software" refers, collectively, to SDL's proprietary enterprise software solution comprised of the SDL Desktop, SDL SaaS Software and SDL Mobile, all of which SDL furnishes to Customer as an integrated solution in the form of installable software in object code under a client/server configuration, and/or on a software-as-a-service basis ("**SaaS**") which may sync with the client/server configuration, and all additional applications and Updates therein.

"Services" means collectively those installation, deployment, configuration, training, Professional Services, Support Services, and related services that are agreed upon and set forth in the applicable Order.

"Support Services" means technical support and maintenance of SDL Software. Support Services are generally included in the SDL Software price (unless otherwise expressly indicated).

"Subscription Term" refers to the period of time, from the effective date of this agreement or as set forth in an Order, during which SDL will provide to Customer the right to use the SDL Software, plus any renewal terms.

"Technical Support" means the provision of responses by qualified SDL personnel to questions from Eligible Customer Personnel related to use and operation of the Software, including basic instruction or assistance related to Errors in the SDL Software.

"Updates" refer collectively to improvements, updates, minor enhancements, error corrections, workarounds, release notes, bug-fixes, minor upgrades and changes to the SDL Software and published user Documentation which improves existing functionality (excluding new product releases or features), and which are made generally available without a separate charge to Customers as part of the Support Services.

"Upgrade" will mean any version of the SDL Software, developed subsequent to the Effective Date, which implements additional features or functions, or which produces substantial and material improvements with respect to the utility and efficiency of the SDL Software, but which does not constitute merely an Update, and which is marketed by SDL as a separate product and/or service.

"Unavailable" or "Unavailability" means that the SDL Hosting are not Available.

"User" means, collectively, any individual employee, agent, or contractor of Customer who accesses the SDL Software and uses Documentation under the rights granted to Customer hereunder, and who can only do so acting on Customer's behalf and for the benefit of Customer in the operation of Customer's own internal business.

"Work Statement" means an exhibit to this agreement that describes the outline the scope, objectives, deliverables, responsibilities, and timeline for the implementation of SDL Software and Professional Services for Customer.

- 2.2. **License Grant and Right of Access.** Subject to the terms and conditions of this Agreement, during the Subscription Term, SDL hereby grants to Customer a non-exclusive, non-transferable, non-sublicenseable right and license (i) to install and operate the installable software components of the SDL Software in object code only, on one (1) Authorized System for SDL Desktop; (ii) to access the features of the SDL Software on a software-as-a-service basis which will be made available to the Customer at a URL (SDL SaaS Software) or via a mobile application (SDL Mobile) maintained by SDL; and (iii) to download and install copies of SDL Mobile on mobile devices for the purpose of accessing and using the SDL Software. Notwithstanding the foregoing, if Customer has purchased SDL Hosting for the SDL Software, no local copy of the SDL Software will be provided to Customer. All use of the SDL Software in such instances shall be through the SDL Hosting. The Customer may only use the SDL Software in accordance with the Documentation, exclusively for Customer's internal business operations and not for the benefit of any other person or entity. The license(s) granted herein are solely for use up to the number of Users or Computers or Seats for which the appropriate fees have been paid as set forth in the applicable Order. Customer's use of the SDL Software may be subject to certain additional limitations, such as, for example limits on storage capacity for Customer Data. Any such limitation will be specified in the Order or in the Documentation. This license gives Customer the right to make up to three (3) copies of the installable SDL Software solely for back-up purposes. SDL may, in its discretion, permit additional installation of the SDL Software licensed hereunder for internal non-production use, if expressly set forth in an Order. Additionally, Customer understands and agrees that access to or use of certain features of the SDL Software shall be subject to SDL's then standard terms of service made available at <http://www.getSDL.com/terms> or other location designated by SDL. In the event of a conflict between the foregoing standard terms of service and the body of this Agreement, the body of this Agreement will govern.
- 2.3. **Documentation License.** Subject to the terms and conditions contained in this Agreement, SDL hereby grants to Customer a non-exclusive, non-transferable right and license without the right to modify or create derivative works, to use and to make copies of the Documentation during the Subscription Term, for Customer's internal business purposes in connection with its use of the SDL Software as contemplated herein. Customer acknowledges that the Documentation is SDL's Confidential Information. Customer agrees to ensure that all proprietary notices placed on the original copies by SDL (or its licensors), like copyright notices, trademark notices, and confidentiality notices, are also included in the same manner on all copies. Copies of the Documentation may not be distributed to persons who are not Customer's Users. This license may not be sublicensed, in whole or in part.
- 2.4. **Restrictions.** All rights not expressly granted to Customer herein are expressly reserved to SDL and its licensors and suppliers. Unless otherwise expressly provided in writing by SDL, the SDL Software and SDL Hosting may only be used by Customer and its Users. Customer shall not, directly or indirectly, and Customer shall not permit any user or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the SDL Software or SDL Hosting; (b) modify, translate, or create derivative works based on any element of the SDL Software or SDL Hosting or any related Documentation; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the SDL Software or SDL Hosting; (d) use the SDL Software or SDL Hosting for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer; (e) remove any proprietary notices from the Documentation; (f) publish or disclose to third parties any evaluation of the SDL Software or SDL Hosting without SDL's prior written consent; (g) use the SDL Software or SDL Hosting for any purpose other than its intended purpose; (h) interfere with or disrupt the integrity or performance of the SDL Software or SDL Hosting; (i) introduce any open source software into the SDL Software or SDL Hosting; or (j) attempt to gain unauthorized access to the SDL Software or SDL Hosting or their related systems or networks.

- 2.5. **Users.** Customer acknowledges and agrees that it shall be responsible for all acts and omissions of Users, and any act or omission by a User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Users aware of the provisions of this Agreement as applicable to such User's use of the Software, and shall cause Users to comply with such provisions.
 - 2.6. **SDL Hosting.** Subject to the terms and conditions of this Agreement, SDL agrees to host, maintain, manage, operate and grant access to the SDL Software, as hosted by or on behalf of SDL during the Subscription Term. Customer agrees and understands that absent presence on an Order or Work Statement, SDL will not provide hosting services to Customer for SDL Desktop software.
 - 2.7. **Professional Services.** In order to provide access to the SDL Software, the Parties agree that it may be necessary for SDL to perform certain services in the nature of supplementation, modification, installation and/or configuration of SDL Software or Customer's systems, all according to a project plan agreed between the Parties in writing (the "**Implementation Plan**"). The Parties anticipate that from time to time Customer may additionally desire to engage SDL to perform certain other services in connection with the licenses or access rights granted to Customer by SDL under a separate Work Statement to this Agreement, including, by way of example, installation, configuration and/or customization of software or Customer's computers or related systems. Subject to the terms and conditions set forth in this agreement, SDL shall use commercially reasonable efforts to perform the services as set forth in Work Statements separately executed by the Parties (the "**Professional Services**"). SDL shall perform the Professional Services in a professional manner in material accordance with the Work Statement.
 - 2.8. **Support and Service Levels.** Standard Support Services are included in the Subscription fees. Out of scope Support may be subject to additional fees and/or require the execution of a Professional Services Work Statement.
 - 2.9. **Software Management.** SDL may request certification of compliance with the terms of the scope of the rights granted in this Agreement and applicable Addenda by an authorized representative of Customer at any time but no more frequently than once per year (unless a prior review identifies a non-compliance). If a certification is not sufficient assurance of compliance, SDL or its agent may, at SDL's expense, during Customer's regular business hours and upon ten (10) days prior written notice to Customer, verify Customer's compliance with the scope of the rights granted herein. The verification will be conducted in a manner not intended to unreasonably disrupt Customer's business and will be restricted in scope, manner and duration to that reasonably necessary to achieve its purpose. The verification may be conducted on Customer's premises, if applicable. Customer will be liable for promptly remedying discrepancies revealed during such verification, including payment to SDL for any underpayments. SDL may verify the number of Users utilizing the SDL Software or computers connected to the Services, as per the licenses set forth in the Order, and if such number exceeds the number of Users or computers licensed in the applicable Order, SDL may adjust the Fees billed to Customer to reflect such additional Users. In the event a review identifies a non-compliance, Customer will reimburse SDL for the reasonable costs of the audit, including third-party auditor fees.
3. **OBLIGATIONS OF THE PARTIES**
- 3.1. **General.** Each party will, at its own expense: (a) remain compliant with all laws and government regulations applicable to this Agreement, and (b) reasonably cooperate with the other party in connection with such party's performance hereunder.
 - 3.2. **Authorized Systems.** Customer agrees and understands that Customer is responsible for Customer Authorized Systems. Authorized Systems, which are to be provided and managed by Customer, shall include and be responsible for, without limitation, servers, virtual servers, operating system(s) and their maintenance, physical security, cyber security, network components (switches, routers, cabling, etc.), hardware for data storage, disaster recovery procedures, and the like. Customer is responsible for any activities using credentials issued by

SDL. Therefore, Customer is responsible for protecting any credentials SDL provides to Customer to access and configure the SDL Software. Customer is responsible for verifying if any third-party hardware and/or software is compatible with the SDL Software, as set forth in the applicable Documentation.

- 3.3. **SDL Access.** Customer will provide SDL with reasonable access to Authorized Systems for the provision of Services, subject to Customer's reasonable written policies. Customer will, at Customer's expense: (a) if necessary, allow SDL reasonable remote access to Customer's Systems for the purpose of resolving reported problems or to verify Customer's compliance with the terms of this Agreement; (b) provide its own equipment and communication means and pay for its own costs and expenses associated with connecting to the internet; and (c) provide Customer-specific information necessary for providing the Software and/or Services upon SDL's request.
- 3.4. **Customer Assistance.** Customer agrees to promptly cooperate and assist SDL as reasonably required during the delivery of Services related to SDL products and services. Delays caused by Customer shall be the responsibility of Customer and SDL shall have no liability for such delays. Customer shall make available in a timely manner at no charge to SDL all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Customer required by SDL for the performance of the Professional Services. Customer shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer. Customer shall provide, at no charge to SDL, office space, services and equipment (such as copiers, fax machines and modems) as SDL reasonably requires to perform any Professional Services.
- 3.5. **Security.** During the Subscription Term, SDL shall maintain a formal security program materially in accordance with industry standards and that is designed to: (i) ensure the security and integrity of Customer's Confidential Information and the SDL network; (ii) protect against threats or hazards to the security or integrity of Customer Confidential Information and the SDL network; and (iii) prevent unauthorized access to Customer's Confidential Information (the "**SDL's Security Policy**"). In no event during the Subscription Term shall SDL materially diminish the protections provided by the controls set forth in the SDL's Security Policy.
- 3.6. **Aggregated Data.** Customer acknowledges and agrees that SDL may compile and will own Aggregated Data. To the extent necessary, Customer hereby grants SDL a perpetual, royalty-free, nonexclusive, irrevocable, right and license (with the right to sublicense through multiple tiers) to develop Aggregated Data from Customer's use of the SDL Software and SDL Hosting.
- 3.7. **Customer Data.** Customer is responsible for all Customer Data. As between Customer and SDL, Customer will be responsible for the accuracy, truthfulness, consistency, and completeness of Customer Data. Customer warrants that it shall comply with all legal requirements, including applicable privacy laws and regulations, relating to the collection, use, processing, security, and transfer of Customer Data that it provides to SDL. Customer will be considered the data controller for any data that identifies an individual ("**Personal Data**"). To the extent that Customer (and any User), through or in connection with use of the SDL Software, collects, uses, stores, process and discloses data from any other User or third party, Customer (and each User) hereby warrants that it shall accurately and adequately, and in full compliance with applicable laws, obtain consent and disclose, either through a privacy policy or otherwise, how Customer (and each such User) collects, uses, stores, process and discloses data, including, where applicable, that third parties may store, use, and process Customer Data while providing products and services to Customer. SDL will have no responsibility to review information posted by Customer or its Users. SDL will have no liability as to the accuracy of any content posted by Customer or its Users. Additionally, Customer agrees and understands that the SDL Software and SDL Hosting may give Customer the functionality to make certain Customer Data available to the public and other third parties, and/or that Customer may request SDL to share Customer Data with third parties directly or through integrations with other third party services.

CUSTOMER AGREES AND UNDERSTANDS THAT CUSTOMER AND NOT SDL IS SOLELY RESPONSIBLE FOR ANY CUSTOMER DATA THAT CUSTOMER CHOOSES TO MAKE PUBLIC OR AVAILABLE TO THIRD PARTIES OR THAT IT INSTRUCTS SDL TO MAKE AVAILABLE TO THIRD PARTIES, INCLUDING FOR ENSURING SUCH DATA HAS BEEN COLLECTED, USED, TRANSFERRED AND DISCLOSED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND CUSTOMER'S APPLICABLE PRIVACY POLICY AND/OR OTHER DISCLOSURES RELATING TO THE COLLECTION, USE, TRANSFER, SECURITY AND DISCLOSURE OF CUSTOMER DATA. CUSTOMER HEREBY RELEASES SDL FROM ALL LIABILITY RELATED TO SUCH DISCLOSURES.

- 3.8. **Suitability of Personnel.** SDL shall assign employees and subcontractors with qualifications suitable for the work described in any relevant Work Statement. SDL may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.
- 3.9. **3rd Party Hardware and/or Software.** With the exception of SDL Software, Customer acknowledges responsibility for all hardware and software located on the Customer premises ("**3rd Party Hardware and/or Software**"). Customer agrees to maintain all 3rd Party Hardware and/or Software to an acceptable standard, including maintaining all software within the manufacturer's End of Life guidelines, applying all updates and patches, and keeping hardware within the manufacturer's recommended lifetime and maintenance guidelines. Unless otherwise agreed in an Order or Work Statement, SDL does not provide or maintain 3rd Party Hardware and/or Software.
- 3.10. **Hosting.** Subject to the payment of applicable fees, and the presence of SDL Hosting in an Order or Work Statement, SDL will furnish the SDL Hosting in accordance with the terms set forth in this agreement. Customer agrees and understands that SDL may enter into an arrangement with one or more third parties for the performance of SDL's obligations under this Section, whereby any such third party may host the SDL Software on SDL's behalf (SDL's "**Third-Party Hosting Provider**"). SDL shall ensure that any such Third-Party Hosting Provider shall be contractually bound to provide substantially the same level of protection with respect to Customer's Confidential Information as provided by the terms of this Agreement. Customer acknowledges and agrees that in the event of a Third Party Hosting Provider hosting the SDL Software, such third party's service levels, acceptable use policies and information security policies will also apply and be binding on Customer. If applicable, SDL will reasonably make this information available to Customer.
- 3.11. **Local Network and Hardware.** SDL shall not be required to provide Technical Support to the extent the provision thereof for any local network, hardware or software. It is the sole responsibility to the customer to provide support and technical expertise for these systems. This includes any and all backups of local databases and files that are located on the customer's computers or servers. In the case of any disaster or loss of local data, any time requested of SDL will be billed at a separate rate as Professional Services, and the customer will need to approve this in advance through a Work Statement for SDL to provide any assistance.
- 3.12. **Internet Access.** All SDL Software, including software hosted on the Customer premises, requires a connection to the internet to function correctly. Customer shall maintain such internet connection for the Customer's Users as required, and ensure that internet connectivity is uninterrupted during the operation of the software. Customer understands that failure to maintain a functioning internet connection shall result in partial or complete inaccessibility of the SDL Software, and such failure does not constitute a breach of this Agreement by SDL.
- 3.13. **Error Corrections.** SDL will use commercially reasonable efforts to adapt, re-configure or re-program the SDL Software, as applicable, in order to correct in a timely fashion any Errors reported to SDL by Eligible Customer Personnel, as defined below, provided that if SDL determines in good faith that any such Error is the result of errors or misstatements in the Documentation, SDL may correct such non-conformity solely by amending the Documentation, as necessary, and further provided that any failure or inability by SDL to correct any such Error, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of SDL's

obligations hereunder.

- 3.14. **Procedural Workarounds.** In the event that SDL fails or is unable to correct any Error, as required by this Agreement, SDL will use commercially reasonable efforts to develop in a timely fashion procedures or routines, for use by end users of the SDL Software, which, when employed in the regular operation of the SDL Software, will avoid or substantially diminish the practical adverse effects of the relevant Error, provided that any failure or inability by SDL to develop any such procedure or routine, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of SDL's obligations hereunder.
- 3.15. **Support Obligations.** Subject to Customer's being current on the payment of all fees under the Agreement, Customer will be permitted to designate, in writing to SDL, Users for purposes of obtaining Technical Support from SDL ("**Eligible Customer Personnel**"), which Eligible Customer Personnel shall have undergone training and certification in use and support of the SDL Software as designated by SDL. SDL will provide Technical Support to such Eligible Customer Personnel by means set forth in the following table, subject to the conditions regarding availability or response times with respect to each such form of access as set forth in the table.

FORM OF SUPPORT	AVAILABILITY
Phone support (at such phone number as SDL may provide from time to time)	8:00 AM EST to 5.00 PM EST, excluding SDL Holidays
Email Support (at such email address as SDL may provide from time to time)	8.00 AM EST to 5.00 PM EST, excluding SDL Holidays
On-Site Support	As separately negotiated.

- 3.16. **Conditions of Technical Support.** Customer shall provide such information and/or access to Customer resources as SDL may reasonably require in order to provide Technical Support under this Agreement, including, without limitation, access via the Internet or via direct modem connection to relevant Customer servers, access to Customer facilities, and/or access to, and assistance of, Customer personnel who possess information required by SDL for purposes of performing its obligations hereunder. SDL shall be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to Customer's failure to perform its obligations under this Section 3.16. SDL reserves the right to require the negotiation and payment of separate charges and fees pursuant to a Work Statement should Customer request an unreasonable volume of Technical Support given the fees paid pursuant to the General Terms and Customer's anticipated usage of the SDL Software and/or Services as determined by SDL.
- 3.17. **Availability**
 - 3.17.1. **Availability Standard.** SDL shall use commercially reasonable efforts to make the SDL Hosting Available (as defined below), as measured over the course of any three (3) calendar month period, 99.9% of the time, excluding downtime due to Excluded Downtime (as defined below) (the "**Availability Requirement**").
 - 3.17.2. **Scheduled Maintenance.** SDL reserves the right to perform regularly scheduled maintenance on the SDL Hosting, which may prevent the SDL Hosting from being Available ("**Scheduled Maintenance**"). Scheduled Maintenance may include without limitation scheduled maintenance, updates of hardware or software, or upgrades to increase storage capacity. Scheduled Maintenance, while being conducted, may

degrade the quality of the SDL Hosting which may include an outage of the Services; provided, however, that an outage related to Scheduled Maintenance shall not be deemed to be Unavailability. The windows for Scheduled Maintenance are during low usage or low traffic times, from Saturday at 10:00 PM to Sunday at 10:00 AM U.S. Eastern Standard Time or Eastern Daylight Time, whichever is in effect at the time. SDL will exercise reasonable commercial efforts to notify Customer of any scheduled downtime expected to be over one hour, at least three (3) business days before downtime occurs. Notwithstanding the foregoing, SDL reserves the right to perform urgent maintenance which may imply notifying Customer within a twenty-four (24) hour window.

3.17.3. **Excluded Downtime.** *“Excluded Downtime”* means (i) Scheduled Maintenance; (ii) general Internet outages, failure of Customer’s infrastructure or connectivity, computer and telecommunications failures and delays not within SDL’s or its hosting providers’ control; (iii) network intrusions or denial-of-service attacks, provided SDL has implemented commercially reasonable measures to mitigate or prevent such an attack or intrusion, (iv) down periods due to Force Majeure Events, (v) issues associated with Customer provided hardware, software and other equipment, or (vi) issues associated with data uploaded to the SDL Hosting by Customer (including damages caused by viruses and other malicious code contained in data uploaded to the SDL Hosting by Customer).

3.17.4. **Failure to Maintain Availability Requirement.** In the event SDL fails to meet the Availability Requirement, as reported by Customer pursuant to this Section 3, Customer shall have the right to receive from SDL the applicable availability credits (*“Availability Credits”*) set forth in **Section 3.18 below.**

3.18. **Service Level Credits.** Customer must (i) request all service credits set forth in this Section 3 in writing to SDL within thirty (30) days of the Availability failure; (ii) identify the relevant incident number or date and time relating to the Availability failure; and (iii) indicate its preference of a credit on its next invoice, an extension of the Order Term, in the event of expiration or non renewal of the relevant Order Term. SDL will issue a credit memo within thirty (30) days of Customer’s written service credit request. Service credits are calculated as a percentage of the total charges paid by Customer (excluding one-time payments such as set-up fees and other Professional Service fees) for the SDL Hosting in which the Unavailability occurred in accordance with the schedule below.

Monthly Availability Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	20%

SDL’s obligations set forth in these Service Levels represent Customer’s sole and exclusive remedy, and SDL’s sole and exclusive liability, for failure of the SDL Hosting to be Available.

3.19. **Third Party Offerings.** Customer agrees and understands that as part of the Services, SDL may offer access to products, services or content owned by and licensed from third parties (the *“Third Party Offerings”*). Customer understands and acknowledges that Third Party Offerings are not licensed pursuant to the provisions set forth in this Agreement. Customer shall have only such rights and/or licenses, if any, to use the Third Party Offerings as are set forth in the relevant terms identified, if applicable, within the relevant Order Form and/or within the SDL platform. **SDL WILL HAVE NO OBLIGATION WHATSOEVER UNDER THIS AGREEMENT TO DELIVER, SUPPORT OR MAINTAIN ANY SUCH THIRD PARTY OFFERINGS, NOR WILL SDL HAVE ANY LIABILITY UNDER**

THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR THE NATURE OF THE CLAIMED OR ALLEGED DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, FOR ANY CLAIM ARISING FROM OR RELATED TO CUSTOMER'S OR ANY CUSTOMER'S USE OR DISTRIBUTION OF THE THIRD PARTY OFFERINGS, AND SDL DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY AND ALL SUCH THIRD PARTY OFFERINGS, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND/OR NON-INTERFERENCE. Customer acknowledges and agrees that the foregoing disclaimers, limitations and exclusions of liability form an essential basis of the bargain between the parties, and that, absent such disclaimers, limitations and exclusions, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

3.20. **General Prohibition Against Misrepresentation.** Customer agrees to refrain from any misleading or deceptive conduct and/or from making false representations in relation with the SDL Software, the Services and/or its relationship with SDL, including without limitation false advertising, making promises, representations, or warranties on behalf of SDL or claiming ownership of the SDL Software or the Services.

4. **FEES AND PAYMENTS.**

4.1. **Fees.** In consideration for the rights granted to Customer hereunder and the performance of SDL's obligations hereunder, Customer shall pay to SDL, or SDL's third party billing agent (as specified by SDL), without offset or deduction, certain fees, in such amounts as may be determined by reference to the applicable Addenda, Work Statement, or Order, which shall be due and payable on the due date of the invoice, which shall not be less than 30 days from when the invoice is issued by SDL or its third party billing agent with respect thereto.

4.2. **Customer Operating Expenses.** As between the Parties, Customer shall bear all expenses incurred in the performance of its obligations or exercise of its rights hereunder.

4.3. **Taxes.** All amounts payable hereunder shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Customer will be responsible for payment of all such taxes (other than taxes based on SDL's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of related services. Customer will make all payments required hereunder free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on any payments hereunder will be Customer's sole responsibility, and Customer will, upon SDL's request, provide SDL or its third-party billing agent with official receipts issued by the appropriate taxing authority, or such other evidence as SDL may reasonably request, to establish that such taxes have been paid.

4.4. **Late Payments; Interest.** If SDL does not receive fees by the due date, then at SDL's discretion, (a) such charges may accrue late interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid; (b) SDL may condition future purchases of products and services on payment terms shorter than those specified in Section 4.1; and (c) SDL may suspend performance hereunder, which may include suspension of license(s) granted, until all fees are paid in full.

4.5. **Cost of Living/Consumer Price Index Increase.** The Parties agree that an annual Cost of Living/Consumer Price Index (CPI) price increase shall apply. This price increase shall be five percent (5%) unless SDL provides written notice of a change to the Cost of Living/CPI Price Increase at least one hundred and twenty (120) days before the anniversary on date on which the change would take effect, or agreed by the Parties in writing and in accordance with the terms of this Agreement.

5. **CONFIDENTIALITY RIGHTS AND OBLIGATIONS.**

5.1. **Ownership of Confidential Information.** The Parties acknowledge that during the performance

of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party. Customer Data is deemed Confidential Information of Customer. The SDL Software, SDL Hosting, and Documentation are deemed Confidential Information of SDL.

5.2. **Mutual Confidentiality Obligations.** Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement

5.3. **Confidentiality Exceptions.** Notwithstanding the foregoing, the provisions of Sections 5.1 and 5.2 shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (vii) in order to comply with the order of a court or other governmental body or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given notice to the other Party and made a reasonable effort to obtain a protective order; or (viii) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

5.4. **Equitable Relief.** Each Party acknowledges that due to the unique nature of the other Party's Confidential Information, the disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

6. PROPRIETARY RIGHTS.

6.1. **SDL Products and Services.** Subject to the express licenses granted herein and in the Addenda, SDL retains all right, title, and interest in and to the SDL Software and SDL Hosting, including the SDL Software (including all software, SDL Desktop, SDL SaaS Software, SDL Mobile), the Documentation, Services, Aggregated Data, SDL Collected Information, Feedback, and associated intellectual property rights embodied in, or practiced by, the SDL Solution (including trademarks and copyright notices), and Customer acknowledges that it neither owns nor acquires any rights in any of the foregoing not expressly granted by this Agreement. Customer further acknowledges that SDL retains the right to use the SDL Software for any purpose in SDL's sole discretion, and SDL reserves all rights not expressly granted in this Agreement. Except as may be expressly agreed upon with regard to Custom Software developed under any Professional Services Work Statement, this is not a work-made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code) and except for express licenses granted in this Agreement, SDL is not granting or assigning to Customer any right, title, or interest, express or implied, in or to any intellectual property.

- 6.2. **Customer Data.** As between the Parties, and subject to the licenses set forth herein, by virtue of this Agreement, SDL acquires no right, title and interest in and to the Customer Data.
 - 6.3. **Feedback.** Customer may provide suggestions, comments, or other feedback (collectively, "**Feedback**") to SDL with respect to its products and services, including the SDL Software and SDL Hosting. Feedback is voluntary. SDL may use Feedback for any purpose without obligation of any kind in connection with SDL's business, including but not limited to the enhancement of the products and services.
 - 6.4. **Information and Data.** As between the Parties, Customer acknowledges and agrees that SDL shall own all rights, title, and interests in and to any information, data, and content provided by, posted by, or otherwise collected from third parties through the use of or integration with the SDL Software (the "**SDL Collected Information**") and shall be free to use such SDL Collected Information in accordance with its privacy policy posted at <http://www.getSDL.com/privacy>, provided such data does not meet the definition of Customer Data.
 - 6.5. **No Source Code.** Nothing in this Agreement shall be construed to give Customer a right to use, or otherwise obtain access to, any source code from which the SDL Software or any portion thereof is compiled or interpreted.
7. **CUSTOM DEVELOPMENT.**
- 7.1. **Development Undertaking.** Where requested by Customer and agreed in a Work Statement, SDL shall render Professional Services to develop the Custom Software in accordance with such Work Statement, including, without limitation, creation of software applications and/or program code, and integration, customization and/or configuration of the foregoing, as necessary to enable the Custom Software to materially conform to the technical and performance standards set forth in such Work Statement. For purposes of this Agreement, "**Custom Software**" means software specifically developed for Customer by SDL and identified as such in a Work Statement.
 - 7.2. **Development Schedule.** SDL and Customer will mutually agree in each relevant Work Statement on a schedule for the development of any Custom Software. SDL shall exercise commercially reasonable efforts, and will commit and utilize sufficient resources and personnel as it deems necessary, to complete development and delivery of the Custom Software, as contemplated in Sections 7.1 and 7.3, in accordance with such schedule and/or timetable as may be set forth in the applicable Work Statement.
 - 7.3. **Ownership of Custom Software.** Unless otherwise expressly agreed in a Work Statement executed by both Parties and except to the limited extent that the same constitutes or embodies Customer's Confidential Information, ownership of all work product, developments, inventions, technology or materials, including without limitation, the Custom Software, provided under this Agreement ("**Developed Works**"), and all intellectual property rights therein, shall be solely owned by SDL. In addition to any express terms regarding Developed Works set forth in an applicable Work Statement, all Developed Works will be considered part of the SDL Software for purposes hereunder and will be subject to all provisions of this Agreement otherwise applicable to the SDL Software, including without limitation, provisions regarding ownership thereof, licenses and usage restrictions related thereto, and all economic terms.
8. **WARRANTIES; DISCLAIMERS; LIMITATION OF LIABILITY.**
- 8.1. **Representations and Warranties.** Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; and (ii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.
 - 8.2. **Limited Software Warranty.** SDL hereby warrants, for the sole benefit of Customer, that (i) the SDL Software will conform in all material respects to the Documentation for a period of ninety (90) days following delivery or from right of access; and (ii) the SDL Hosting, if purchased, will materially conform to the Documentation during the Subscription Term; provided that such warranties will not apply to failures to conform to the Documentation to the extent such failures

arise, in whole or in part, from (i) any use of the SDL Software or SDL Services other than in accordance with its Documentation, (ii) modification of the SDL Software or SDL Hosting by Customer or any third party; or (iii) any combination of the SDL Software or SDL Hosting with software, hardware or other technology not provided or authorized by SDL under this Agreement. Notwithstanding any other provision of this Agreement, Customer acknowledges and agrees that its sole and exclusive remedy, and SDL's sole and exclusive liability and obligation, with respect to any breach of the foregoing warranties shall be to use reasonable efforts to repair or replace such SDL Software with SDL Software that materially conforms to the Documentation. In the event SDL is unable to remedy the breach through the foregoing reasonable efforts, SDL may terminate the relevant Order or this Agreement. In the case of such termination, SDL will issue Customer a prorated refund of any prepaid fees for the SDL Software as to which the breach relates. With regard to any breach of the foregoing warranty with regard to SDL Hosting, Customer's sole and exclusive remedy and SDL's sole and exclusive liability shall be the service level credits provided in the SDL Hosting Addendum.

- 8.3. **Customer Data.** Customer represents and warrants that it has sufficient rights, licenses, consents, and permissions in and to the Customer Data to grant the rights set forth herein.
- 8.4. **Legal Disclaimer.** Customer acknowledges and agrees that any advice provided by SDL's support personnel does not constitute legal advice.
- 8.5. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 8.1 AND 8.2, THE SDL SOFTWARE, SDL HOSTING, DOCUMENTATION, PROFESSIONAL SERVICES; AND SUPPORT SERVICES, AND ANY OTHER MATERIALS OR SERVICES PROVIDED BY SDL ARE PROVIDED "AS IS," "AS-AVAILABLE," AND "WITH ALL FAULTS," AND SDL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY SDL ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. SDL DOES NOT WARRANT THAT THE SDL SOFTWARE, SDL HOSTING, DOCUMENTATION, PROFESSIONAL SERVICES, SUPPORT, SERVICES OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT SDL'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF CUSTOMER ONLY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SDL OR ITS REPRESENTATIVES WILL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF SDL'S OBLIGATIONS HEREUNDER. THE SDL SOFTWARE AND SDL HOSTING MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT SDL AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER DATA, WEB SITES, COMPUTERS, OR NETWORKS. SDL WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. CUSTOMER IS RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF CUSTOMER DATA.
- 8.6. **Exclusions of Remedies; Limitation of Liability.** IN NO EVENT SHALL SDL BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SDL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED

TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF SDL TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE LESSER OF (I) TEN THOUSAND DOLLARS (U.S. \$10,000.00) OR (II) THE TOTAL AMOUNT OF ALL FEES THEN-PAID TO SDL BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. For purposes of this Section 8.6, all references to "SDL" will include SDL's affiliates, vendors, licensors, and suppliers.

8.7. **Essential Basis.** The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section 8 form an essential basis of this Agreement, and that, absent any of such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

9. **INDEMNIFICATION.**

9.1. **Indemnification by SDL.** SDL shall defend, indemnify, and hold Customer harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any claim by a third party that any use of, or access to, the SDL Software by Customer as expressly authorized under this Agreement infringes or misappropriates, as applicable, any U.S. patent issued as of the Effective Date or any copyrights or trade secrets under applicable laws of any jurisdiction within the United States. Notwithstanding the foregoing, SDL shall have no obligation or liability to the extent that the alleged infringement arises from (i) the combination, operation, or use of SDL Software with products, services, information, materials, technologies, business methods or processes not furnished by SDL; (ii) modifications to the SDL Software, which modifications are not made by SDL; (iii) failure to use Updates to the SDL Software provided by SDL; (iv) use of the SDL Software except in accordance with the Documentation; (v) Customer Data; or (vi) SDL's compliance with any instructions, requirements or specifications provided or designated by Customer (circumstances under the foregoing clauses (i) through (vi) collectively, "**Customer Indemnity Responsibilities**"). Upon the occurrence of any claim for which indemnity is or may be due under this Section 9.1, or in the event that SDL believes that such a claim is likely, SDL may, at its option (a) appropriately modify the SDL Software so that they become non-infringing, or substitute functionally equivalent software or services; (b) obtain a license to the applicable third-party intellectual property rights; or (c) terminate the relevant Order or this Agreement on written notice to Customer and refund to Customer a portion of the license fees paid by Customer, pro-rated over the relevant Subscription Term on a straight-line basis. The obligations set forth in this Section 9 shall constitute SDL's entire liability and Customer's sole remedy for any actual or alleged infringement or misappropriation.

9.2. **Indemnification by Customer.** Customer shall indemnify, hold harmless, and, at SDL's option, defend SDL from and against all losses, expenses (including reasonable attorneys' fees), damages, and liabilities resulting from any claim by any third party arising from or in connection with Customer Indemnity Responsibilities.

9.3. **Indemnity Proceedings.** The indemnity obligations set forth in Sections 9.1 and 9.2 are conditional upon the Party seeking an indemnity (the "**Indemnified Party**") giving the **Indemnifying Party** (i) prompt written notice of the claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as the Indemnifying Party may reasonably request, at its expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, the Indemnifying Party shall not settle any third party claim against the Indemnified Party unless such settlement completely and forever releases the Indemnified Party with respect thereto or unless the Indemnified Party provides its prior written consent to such settlement. In any action for which the Indemnifying Party

provides defense on behalf of the Indemnified Party, subject to the limitations above, the Indemnified Party may participate in such defense at its own expense by counsel of its own choice.

10. TERM AND TERMINATION.

- 10.1. **Agreement.** This Agreement shall become effective upon the Effective Date and shall remain in full force and effect, for the term indicated in any and all applicable Orders or Addenda (the “*Term*”), unless earlier terminated as set forth below. The Customer takes full responsibility for the effect of not terminating an Order within the time prescribed therein and accepts the additional fees and costs associated with such an event. In addition, any and all time and expenses shall be billed to the customer according to our standard schedule of fees for ongoing renewals.
- 10.2. **Renewal.** Unless otherwise stated in an Order or Work Statement, this agreement and all Subscription Terms for SDL Software and Support Services shall automatically renew for successive Terms of equal length if not canceled or amended, in writing, by either of the Parties at least ninety (90) days prior to the end of the existing Term.
- 10.3. **Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter (i) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (ii) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.
- 10.4. **Termination Upon Bankruptcy, Insolvency, Etc.** Either Party may terminate this Agreement immediately upon written notice after the other Party has executed a general assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days. Notwithstanding the foregoing, Customer shall retain all rights granted to licensees under the US Bankruptcy Code for fully paid-up perpetual licenses.
- 10.5. **Termination of Individual Addenda.** In addition to each Party’s rights under Sections 9.1, 9.2, and 9.3, each Party may terminate any particular Work Statement according to any provision therein permitting such termination, provided that this Agreement (including these General Terms and any other Addenda) shall remain in full force and effect in accordance with their respective terms.
- 10.6. **Termination of Individual Work Statements.** Either Party may, at its sole option and for its own convenience, terminate any or all Work Statements for Professional Services in effect upon fifteen (15) days prior written notice. Upon such termination, the Parties shall inform each other of the extent to which performance has been completed through such date, and collect and deliver all work in process. In the event of termination, the Parties agree to wind up their work in a commercially reasonable manner and to preserve and deliver items of value created prior to termination. SDL shall be paid for all work performed and expenses incurred through the date of termination.
- 10.7. **Accrued Obligations.** Termination of this Agreement and/or any particular Work Statement shall not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement and/or any applicable Addendum to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement or any Work Statement as permitted by any provision in this Section 9 shall incur no additional liability merely by virtue of such termination.
- 10.8. **Cumulative Remedies.** Termination of this Agreement and/or any applicable Work Statement, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the

Parties and shall be without liability for any loss or damage occasioned thereby. Except as otherwise expressly stated in this Agreement, all remedies specified in this Agreement are cumulative with any other remedies that may be available at law or in equity.

- 10.9. **Effect of Termination.** Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; and (iv) shall promptly pay all amounts due and remaining payable hereunder. Notwithstanding the foregoing, neither Party shall be required to remove copies of the other Party's Confidential Information from its backup media and servers, email archives, or other archival systems where doing so would be commercially impracticable. In addition, the foregoing destruction and return obligation shall be subject to any retention obligations imposed on a party by law or regulation. Any amounts prepaid are non-refundable.
- 10.10. **Survival of Obligations.** The provisions of Sections 2.1, 3.6, 3.7, 3.17, 4.3, 4.4, 5, 6, 7, 8, 9.5, 9.6, 9.7, 9.8 and 10, as well as Customer's obligations to pay any amounts due and outstanding hereunder, shall survive termination or expiration of this Agreement.
11. **GENERAL PROVISIONS.**
- 11.1. **Nonsolicitation.** Customer acknowledges and agrees that the employees and consultants of SDL are a valuable asset to SDL and are difficult to replace. Accordingly, Customer agrees that, for a period of one (1) year after the termination or expiration of this Agreement, it shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any SDL employee or consultant who performs hereunder. Customer agrees that for each individual that Customer hires in violation of this Section, Customer shall pay to SDL liquidated damages equal to fifty percent (50%) of the annual cumulative value of salary and benefits paid or payable to that individual by either Customer or SDL, whichever amount is greater.
- 11.2. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein. The General Terms, the Addenda and related Orders are the sole terms and conditions governing the subject matter hereof. Any terms and conditions which may appear as pre-printed language or otherwise be on, attached to, or inserted within any order forms, quotes, invoices, bills, or other similar forms or documents issued by Customer shall be of no force or effect even if such forms or documents are accepted by SDL. Failure by Customer to provide SDL with a purchase order does not excuse Customer from timely payment of fees in the amounts, or in the manner, agreed upon in the applicable Order or the Agreement.
- 11.3. **Issuance of Work Statements.** Customer may request that SDL perform services by delivering a written request describing the proposed Professional Services. SDL shall prepare a draft work statement as an exhibit to this agreement (each, a "**Work Statement**"). Such Work Statement shall describe the fees, costs and expenses payable by Customer to SDL in connection with the performance of such services. Customer, before the expiration date listed on the Work Statement, shall notify SDL of its acceptance of such Work Statement. Until the acceptance in writing of the proposed Work Statement, SDL shall have no obligation to perform the proposed Professional Services. Each Work Statement, regardless of whether it relates to the same subject matter as any previously executed Work Statement(s), shall become effective upon execution by authorized representatives of both Parties. In the event of a conflict between a Work Statement and the Agreement, the Agreement shall govern.
- 11.4. **Modifications.** Customer may at any time request a modification to the Professional Services to be performed pursuant to any particular Work Statement by written request to SDL specifying the desired modifications. SDL shall, within a reasonable time following receipt of such request,

- submit an estimate of the cost for such modifications and a revised estimate of the time for performance of the Professional Services pursuant to the Work Statement. If accepted in writing by Customer, such modifications in the Work Statement shall be performed under the terms of this Agreement. Modifications in any Work Statement shall become effective only when a written change request is executed by authorized representatives of both Parties.
- 11.5. **Independent Contractors.** In making and performing this Agreement, Customer and SDL act and shall act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.
- 11.6. **Notices.** All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to Customer, as set forth on the Cover Page, or if to SDL, as follows:SDL MAILING ADDRESS. Or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of facsimile transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.
- 11.7. **Amendments; Modifications.** This Agreement may not be amended or modified except in a writing duly executed by the Party against whom enforcement of such amendment or modification is sought.
- 11.8. **Assignment; Delegation.** Customer shall not assign any of its rights or delegate any of its duties hereunder without the prior written consent of SDL, and, absent such consent, any attempted assignment or delegation shall be null, void, and of no effect.
- 11.9. **No Third Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors, and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.
- 11.10. **Severability.** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.
- 11.11. **Waiver.** No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.
- 11.12. **Force Majeure.** Except with respect to payment obligations under this Agreement, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay shall not be deemed to constitute a material breach of this Agreement, but such obligation shall remain in full force and effect, and shall be performed or satisfied as soon as reasonably

practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days may terminate this Agreement upon thirty (30) days written notice.

- 11.13. **Disputes.** If a dispute arises under or in connection with this Agreement, the parties shall promptly use reasonable efforts to resolve the dispute in accordance with the procedures set out herein. The party raising the dispute shall notify the other party in writing. The parties shall then work in good faith to resolve the dispute within ten (10) business days from the date of the written notice. If the dispute is not resolved within the initial ten (10) business days, either party may escalate the matter by sending a written notice to move the dispute to the first level of escalation. If the dispute remains unresolved within ten (10) business days after the first escalation, either party may further escalate the dispute by providing a written notice to the second level of escalation. If the dispute remains unresolved two (2) months after the second escalation notice, either party may pursue any other remedy available under this Agreement. Notwithstanding the steps above, nothing in this Agreement prevents either party from seeking injunctive relief from a court of competent jurisdiction, in addition to any other remedies available at law or in equity.
- 11.14. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED WITHIN THE STATE OF DELAWARE.
- 11.15. **U.S. Government End-Users.** Each of the components that constitute the SDL Software and Documentation is a “commercial item” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R.12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the SDL Software with only those rights set forth herein.
- 11.16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.
- 11.17. **Headings.** The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.
- 11.18. **Electronic Acceptance and Execution.** This Agreement and associated Addenda and Orders may be accepted and executed in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent, including DocuSign, EchoSign, and other similar services) and acceptance using these means will be deemed binding between the parties. The Parties will not contest the validity or enforceability of this Agreement and Addenda and Orders, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Computer maintained records of a Party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.



SPATIAL DATA LOGIC LLC.

Name

Title

Signature

Date

Customer: City of Asbury Park

Name

Joe Dellaragione

Title

Director of Information Technology

Signature

Date



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 27, 2026
RESOLUTION SUMMARY

2026-215

Resolution authorizing a two-year extension of the contract with Emmanuel Trans., LLC for school bus transportation services for the Recreation and PAL Programs for 2026 and 2027.



RESOLUTION - 2026-215

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

**RESOLUTION AUTHORIZING A TWO-YEAR EXTENSION OF THE CONTRACT
WITH EMMANUEL TRANSPORTATION SERVICES FOR SCHOOL BUS
TRANSPORTATION SERVICES FOR RECREATION AND PAL**

WHEREAS, on June 12, 2024, the Mayor and Council of the City of Asbury Park adopted Resolution No. 2024-286, which authorized the award of a contract to Emmanuel Trans., LLC for Recreation and Police Athletic League for school bus transportation services; and

WHEREAS, the initial term of the Contract was for a period of two years: 2024 and 2025; and

WHEREAS, the Contract allows for up to two (2) 1-year extensions; and

WHEREAS, the City and the Contractor wish to exercise their right to extend the Contract for the additional two years covering 2026 and 2027; and

WHEREAS, pursuant to the terms of the bid and the Contract, the rates for bus services for 2026 and 2027 shall be at the rate of \$580 per trip and \$300 cancellation fee; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 6-01-28-370-000-290 and 6-01-25-240-000-276 and will be available in future years' budget. The maximum dollar value of the pending contract is as set forth in the resolution; and

WHEREAS, it is the desire of the governing body to extend the contract for School Bus Transportation Services for the Recreation and Police Athletic League Programs to Emmanuel Trans., LLC for 2026 and 2027; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey that it extend the contract for School Bus Transportation Services for the Recreation and Police Athletic League Programs to Emmanuel Trans., LLC for 2026 and 2027; and

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



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 27, 2026
RESOLUTION SUMMARY

2026-216

Resolution authorizing a professional services contract to T&M Associates for Professional Engineering Services related to the Langford Street Roadway Improvement Project in the amount of \$220,300.00 utilizing capital funds.



RESOLUTION - 2026-216

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

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH
T&M ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO
LANGFORD STREET ROADWAY IMPROVEMENTS**

WHEREAS, on May 19, 2026 the City of Asbury Park received a proposal for Professional Engineering Services related to the Langford Street Roadway Improvements Project from T&M Associates; and

WHEREAS, Section 40A:11-5(1)(a)(1) Exceptions of the Local Public Contracts Law allows for awarding of professional services without public bidding; and

WHEREAS, the not-to-exceed cost for the professional engineering services as outlined in the proposal shall not exceed \$220,300.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account C-09-17-915-000-901; and the maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Asbury Park, County of Monmouth, State of New Jersey, hereby awards T&M Associates a professional engineering services related to the Lngford Street Roadway Improvements Project as outlined in the scope of services provided on May 19, 2026 in a not-to-exceed amount of \$220,300.00.

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



YOUR GOALS. OUR MISSION.

ASPKOH-16002

May 19, 2026
Via email

Mr. Adam E. Cruz, City Manager
Mr. James Bonanno, Transportation Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: Proposal for Professional Engineering Services
NJDOT FY 2025 Municipal Aid
Langford Street Roadway Improvements
Engineering Design & Contract Administration and Inspections**

Dear Mr. Cruz and Mr. Bonanno:

Per your request, T&M is pleased to submit our proposal for professional engineering services for the Langford Street Roadway Improvements from Prospect Avenue to Asbury Avenue. Our estimated construction cost for this project is approximately **\$1,140,000.00** which will include roadway pavement resurfacing, partial pavement base reconstruction, curbs and sidewalks where required, handicap ramps, and storm drainage improvements. It is our understanding that the New Jersey Department of Transportation (NJDOT) has awarded the City of Asbury Park \$489,526.00 in grant funding through the NJ State Local Aid Program and the balance will be supplemented with City funds.

Project Understanding:

Langford Street Roadway Improvements will include, milling, resurfacing and full depth pavement reconstruction where required (consisting of 6” of Dense Graded Aggregate Base, 4” of Hot Mix Asphalt Base Course, and 2” of Hot Mix Asphalt Surface Course).

The ADA curb ramps are either missing or not up to current standard. Concrete curbs and sidewalks will be replaced at ADA compliant ramps where missing, and where in poor condition.

Restoration and cleanup, including topsoiling, fertilizing and seeding will be included. Manhole and drainage inlet heads along with all utility valves (gas & water) will be reset where required.

In order to achieve the City’s objectives, we offer the following scope of services for your



Le: Adam E. Cruz, City Manager
James Bonanno, Transportation Manager

Re: Langford Street Roadway Improvements
Engineering Design & Contract Administration and Inspections

consideration:

SCOPE OF SERVICES:

A. PRE-DESIGN PHASE

1. Field surveys will be acquired by conventional “on the ground” methods and may be supplemented with aerial mapping.
 - a. A baseline will be set along the roadway as an open traverse line with NJ State Plane coordinates (NAD 1983) to locate the items listed below.
 - b. Topographic features will be located within the right of way, including trees, shrubs, signs, fences, mailboxes, roof drains, visible utilities and drainage systems.
 - c. Existing property corners will be located (along the roadway), where visible, for depicting existing right-of-way.
 - d. Using NAVD 1988 datum, benchmarks will be set for vertical control during construction.
 - e. Visible utilities will be located, utility pole numbers recorded, and aerial utility elevations will be obtained at the proposed signalized intersections.
 - f. Invert, grate and rim elevations for storm water and sanitary structures will be provided.
2. Base maps will be prepared at a scale of 1” = 20’. Tax map accuracy right-of-way lines will be shown on the base maps.
3. We will obtain 18 pavement cores for use during design.
4. Copies of the base maps will be forwarded to each utility company (and the City Department of Public Works) so they can verify the location and sizes of their facilities. We will also inquire whether they have plans for future relocation or expansion and advise that the City will not be permitting utility improvements to be made for five years after completion of construction.

B. DESIGN PHASE

1. Once field surveys have been completed and base maps prepared at a scale of 1” = 20’, a preliminary design will be prepared and will include the following items:
 - a. Graphical horizontal geometry denoting pavement widths, curve radii, limits of



Le: Adam E. Cruz, City Manager
James Bonanno, Transportation Manager

Re: Langford Street Roadway Improvements
Engineering Design & Contract Administration and Inspections

- curbing, approximate limits of pavement requiring reconstruction, and existing right-of-way lines.
 - b. A graphical profile.
 - c. Proposed typical sections.
 - d. A preliminary construction cost estimate.
 - e. Potential areas of utility conflicts will be identified on the preliminary design.
 - f. The preliminary plans will be reviewed with appropriate City officials prior to proceeding with final design.
2. Final construction plans will be prepared in AutoCAD format and consist of the following:
- a. Title sheet with key map;
 - b. Standard Legend and Typical Section Sheet;
 - c. Construction and Layout Plan Sheets (1" = 20');
 - d. Existing Conditions Plan Sheets;
 - e. Signing and Striping Plans
 - f. Soil Erosion and Sediment Control Plans;
 - g. Maintenance and Protection of Traffic Plan; and
 - h. Construction Details Sheet.
3. Quantities will be estimated by item, and a final construction cost estimate will be provided.
4. Specifications will be prepared in book form, in T&M Associates' format, based on 2019 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction as supplemented and amended.
5. An application for soil erosion and sediment control certification will be prepared since this is a mill and overlay project.
6. We will submit final plans and specifications to the City and NJDOT Bureau of Local Aid for final review prior to the preparation of bid documents.

C. BIDDING PHASE

1. Upon completion of the plans and specifications, we will request approval and authorization to advertise the project for bids from the City and NJDOT. T&M Associates will print and distribute the contract documents, including final plans and



Le: Adam E. Cruz, City Manager
James Bonanno, Transportation Manager

Re: Langford Street Roadway Improvements
Engineering Design & Contract Administration and Inspections

specifications, to prospective contractors. The cost of the printing will be offset by the purchase price of the plans and specifications.

2. T&M Associates will answer questions that arise during the bidding phase of the project, either from City officials or prospective bidders.
3. We will attend and conduct the receipt of bids with the appropriate municipal officials.
4. T&M Associates' representatives will assist City officials with the bid review process including an evaluation of the contractors' bid submissions. As part of this effort, T&M Associates will prepare a bid tabulation sheet comparing the various bids received, review the credentials of the low bidder, and prepare a recommendation for award. Once awarded, T&M will make a submission of bid results to NJDOT Bureau of Local Aid for Concurrence of Award.

D. CONSTRUCTION PHASE

We will provide a part time Project Manager and a full-time Inspector with additional support services from our office staff, as directed by the Project Manager. In addition, the Project Manager and Inspector will coordinate with the City, Contractor, Municipal Agencies, etc. The Inspector will be responsible to observe construction to determine if the work is installed in general conformance with the contract documents and standard construction practices. Our services will include contract administration and inspection services. The following is a description of the services we will provide and the anticipated performance period for these services.

The specific scope of services for this phase includes the following:

1. Conduct a pre-construction meeting among the project participants, including the contractor, City officials, police, DPW, NJDOT and utility representatives, and produce minutes of this meeting. Coordinate and review initial project submittals, including contract package, performance bond, insurance certificate, baseline project schedule, emergency contact lists, etc. Prepare for contractor mobilization. T&M will coordinate the packaging and delivery of electronic AutoCAD files to the contractor for construction layout purposes. Pre-construction phase assumed to last one month.
2. Provide an inspector to conduct on-site construction observation for the duration of



Le: Adam E. Cruz, City Manager
James Bonanno, Transportation Manager

Re: Langford Street Roadway Improvements
Engineering Design & Contract Administration and Inspections

the construction contract to determine general conformance to the contract plans and specifications. Provide a Project Manager to conduct contract administration services. Based upon the City's needs, we have budgeted for approximately 23 working days (1 month) of construction from start of on-site work to substantial completion. In addition, we anticipate an additional two weeks at the completion of the construction effort wherein closeout punchlist work, final vouchers and final change order will be accomplished.

3. Prepare job reports indicating weather, equipment, personnel and work accomplished on the project. Reports will be furnished to the City upon request.
4. Conduct periodic job meetings with representatives of the contractor, subcontractor, and utility companies, as determined by the Project Manager, to review progress, performance and to address any questions or problems that may arise. City representatives will be invited to attend these meetings. We will generate and distribute meeting minutes.
5. Administrate and review contractor submittals, including schedules, shop drawings, product data and samples and material certifications for general conformance with Contract Documents.
6. Review Contractor's monthly estimates of work performed, and invoices submitted for payment, and make recommendations to the City for payment. Prepare monthly estimates of payment to the Contractor.
7. Perform final inspection. Prepare and administer corrective action lists and prepare final closeout documents, including Final Payment Certificate and Change Order.
8. Review and issue written recommendation to the City following receipt of a written claim or dispute from Contractor.
9. Prepare final closeout package, including Maintenance Bond, Releases, Final Payment Certificate and Change Order and coordinate Engineer's and Owner's execution of closeout documents.

Unforeseen conditions or change in scope that require additional inspection, coordination or contract administration effort are specifically excluded from this proposal. Should such conditions arise (i.e., unforeseen utility conflicts, utility damage as a result of the contractor's



Le: Adam E. Cruz, City Manager
James Bonanno, Transportation Manager

Re: Langford Street Roadway Improvements
Engineering Design & Contract Administration and Inspections

work, client requests, etc.) we will immediately assess the situation and provide the City with a supplemental services proposal which must be authorized in writing prior to incurring any additional time charges.

Our fee for contract administration and inspection services is based on the contractor meeting his contract completion dates as set forth in the contract documents and within the time indicated in section D.2. If the contractor is not substantially complete by that time and the delay is not excusable, and if our budget for contract administration and inspection services prior to substantial completion for that contract is fully expended, we will ask the City to either provide additional funding for the necessary engineering beyond the original authorization or enforce the section of the contract allowing the City to deduct payment to the contractor in order to pay for continued engineering services. Similarly, should our services be required beyond 8 hours on any day or any weekend time, we will also ask the City to enforce the section of the contract allowing the City to deduct payment to the contractor to pay for the excess hours. Should any or all of the delay be excusable, and our budget is depleted for that contract, we will prepare a proposal for our anticipated additional services. Additional work will not commence without written authorization from the City.

Exceptions

- All work outside the project scope outlined above.
- Filing of construction permits. Permits to be filed by the contractor.
- Preparation of as-built drawings other than those specifically outlined.
- Any analysis and/or design of water quality or quantity controlling devices as part of the stormwater conveyance system is excluded from this proposal. Although not anticipated for this project, it should be noted that recent changes in NJDEP stormwater regulations necessitating such devices may be deemed necessary by NJDOT.

SCHEDULE OF FEES

All professional services outlined in the Scope of Services items above will be completed for the estimated fees as follows:

Pre-Design Services (Survey, Soil Borings & Pavement Coring)	\$	32,600.00
Engineering Design - (Road Design, Sanitary Design, Bidding & Award)	\$	122,800.00
Construction Administration and Inspections (1 month)	\$	59,900.00
Total T&M Design/CA&I	\$	215,300.00
Estimated Permitting Fees	\$	5,000.00
Total Estimated Construction Cost	\$	1,140,000.00



Le: Adam E. Cruz, City Manager
James Bonanno, Transportation Manager

Re: Langford Street Roadway Improvements
Engineering Design & Contract Administration and Inspections

TOTAL ESTIMATED PROJECT COST* \$ 1,360,300.00

* Estimated project costs do not include Bonding or Legal costs.

We are prepared to initiate the outlined scope of work, or any portion thereof, immediately upon your authorization to proceed for the estimated fees outlined above.

Should the City find this proposal acceptable, please indicate by signing below and kindly return for our files. We look forward to continuing to serve the City of Asbury Park.

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

Very truly yours,
T&M ASSOCIATES

JASON D. HARZOLD
CLIENT MANAGER

On Behalf of:
FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

Accepted/Authorized by:
THE CITY OF ASBURY PARK

Adam Cruz Date
Asbury Park City Manager

DJM:JDH;jdh

Cc: *via email to:*
Cassandra Dickerson, Deputy City Manager
Anthony Cucci, City Clerk
JoAnn Boos, CFO
Tracy Lizardi, Purchasing Agent
George Phipps, Director of Public Works
Gregory Toro, Deputy Director of Public Works
Kevin N. Starkey, Esq., City Attorney



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 27, 2026
RESOLUTION SUMMARY

2026-217

Resolution approving change order #3 for the First Ave Roadway Improvements Project in the amount of \$0.00. This change order represents increases and reductions in installed quantities.



RESOLUTION - 2026-217

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

RESOLUTION APPROVING CHANGE ORDER #3 FOR THE FIRST AVE ROADWAY IMPROVEMENTS PROJECT

WHEREAS, the City Council of Asbury Park awarded a contract to S. Brothers on January 29, 2025 for the First Avenue Roadway Improvement Project via Resolution #2025-87; and

WHEREAS, the original contract amount approved by the City Council in the sum of three million five hundred fifty-two thousand three hundred fifty-eight dollars and eighty-three cents (\$3,552,358.83); and

WHEREAS, the City has approved via Resolution 2025-423 Change Order #1 resulting in an additional amount of zero dollars and zero cents (\$0.00) to the contract; and

WHEREAS, the City has approved via Resolution 2026-200 Change Order #2 resulting in an additional amount of zero dollars and zero cents (\$0.00) to the contract; and

WHEREAS, the City Engineer is requesting Change Order #3 in the amount of \$0.00; and

WHEREAS, Change Order #3 represents the increases and reductions in installed quantities and represents a zero (\$0.00) dollar net change to the contract; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-09-17-911-000-902 and C-09-17-911-000-03 and the maximum dollar value of the pending change orders is as set forth in this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth and State of New Jersey that this Change Order 3 shall not exceed zero dollars and zero cents (\$0.00).

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

Order Number 3 on behalf of the Governing Body.

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

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

BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, S. Brothers, City Engineer, City Purchasing Agent and City Manager.

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

CHANGE ORDER NO. 3

DATE:

PROJECT:

OWNER:

CONTRACTOR:

DESCRIPTION OF CHANGE:

REDUCTIONS:

Items 25 and 43 are reduced to reflect current as-built quantities.

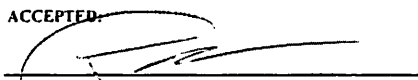
EXTRA:

Items 34, 41 and 45 are increased to reflect current as-built quantities.

SUPPLEMENTARY:

APPROVAL RECOMMENDED:

JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER

ACCEPTED:

CONTRACTOR:
S. Brothers, Inc.

OWNER'S APPROVALS:

NOTE: All work to be done according to Contract Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$31,920.00
B. TOTAL EXTRAS THIS C.O.	\$31,920.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXX
TOTALS THIS C.O.	\$31,920.00	\$31,920.00
NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
PREVIOUS CHANGE ORDERS	\$257,421.00	\$257,421.00
TOTAL CHANGE ORDERS TO DATE	\$289,341.00	\$289,341.00
NET CHANGE IN CONTRACT	\$0.00	\$0.00

ORIGINAL CONTRACT BID PRICE		\$3,552,358.83
CHANGE ORDERS TO DATE	0.00%	\$0.00
REVISED CONTRACT PRICE		\$3,552,358.83

PROJECT: First Avenue Roadway Improvements

OWNER: City of Asbury Park

CONTRACTOR: S. Brothers, Inc.

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	
				PRICE	AMOUNT
REDUCTION	25	HMA 19M64, Base Course	319.00 TON	\$100.00	\$31,900.00
	43	Remove & Reset Paver Driveway	20.00 SY	\$1.00	\$20.00
A. TOTAL REDUCTIONS					\$31,920.00

EXTRA	34	Inlet, Type B w/Bicycle Safe Grate & Type N Eco Head	1.00 UN	\$4,500.00	\$4,500.00
	41	Concrete Driveway, Reinforced, 6" Thick	57.00 SY	\$120.00	\$6,840.00
	45	Combination Concrete Curb & Gutter	420.00 LF	\$49.00	\$20,580.00
B. TOTAL EXTRA					\$31,920.00

SUPPLEMENTARY					\$0.00
C. TOTAL SUPPLEMENTARY					\$0.00



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 27, 2026
RESOLUTION SUMMARY

2026-218

As a State designated Urban Enterprise Zone and pursuant to N.J.S. 52:27H-88, in order to fund the administrative expenses of executing all UEZ programs, the City of Asbury Park must resolve to request such funds from its annual FY allotment. Funds requested will include monies for administrative salary, benefits, printing, memberships and supplies used for the UEZ Coordinator. In the amount not to exceed \$115,000



RESOLUTION - 2026-218

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

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF ASBURY PARK AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY FOR ENTERPRISE ZONE ASSISTANCE FUNDS FOR THE UEZ ADMINISTRATIVE BUDGET FOR FY 2027

WHEREAS, the City of Asbury Park, was awarded designation as an Urban Enterprise Zone (UEZ) by the State of New Jersey, meeting the qualifying criteria as an urban-depressed city with unemployment rates exceeding the State's averages; and

WHEREAS, in order to continue operation and administration of UEZ projects and activities for the purpose of financing personnel and administration expenses associated with projects and activities that will lead to increased economic activity and encourage private investment and job creation; and

WHEREAS, the City of Asbury Park's UEZ Coordinator intends to submit an Administrative Budget request to the New Jersey Urban Enterprise Zone Authority (UEZA) for Fiscal Year 2027; and

WHEREAS, pursuant to N.J.S.A. 52:27H-88(c) in order to make funds available to the project from monies deposited in the Enterprise Zone Administrative Assistance Funds, the governing body must adopt a resolution approving the project and authorizing the submission of the application for funding.

WHEREAS, the City of Asbury Park grants permission for the city's Urban Enterprise Zone Coordinator to request funding from the Urban Enterprise Zone Authority

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the City of Asbury Park does hereby direct the submission of a project application in the amount not to exceed \$115,000 to the Urban Enterprise Zone Authority to evaluate and approve funding from the monies deposited in the Enterprise Zone Assistance fund and credited to the account of the City of Asbury Park. Said account maintained by the State Treasurer for the Enterprise Zone.

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, May 27, 2026
RESOLUTION SUMMARY

2026-219

Resolution authorizing the payment of bills in the amount of \$5,021,141.56



RESOLUTION - 2026-219

**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 \$5,021,141.56

BE IT FURTHER RESOLVED, That Proper Officers Are Hereby Authorized To Execute And Issue Warrants For Payment Of Said Vouchers, But Only If And When The Conditions Of The City Treasury Shall Permit.

CURRENT VOUCHERS	\$1,839,086.56
SCHOOL Tax	<u>3,182,055.00</u>
Total Vouchers	<u>\$5,021,141.56</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. 2026-201 which was finally adopted by the City Council at a meeting held on the 13 day of May, 2026

CERTIFIED BY ME THIS 14 DAY OF May, 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:MUNIC CLERK						
Extd:MUNICIPAL CLERK						
6-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
WBMASON	W.B.MASON CO., INC.	26-01390	Clerk's Office Supplies	\$72.30	\$0.00	
6-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
GANNE005	GANNETT NEW YORK/NEW JERSE	26-01356	ads ending #2733, #9455, #8631	\$147.24	\$0.00	
6-01-20-120-000-238	MUNICIPAL CLERK Contractual					
PLOSI005	PLOSLIA COHEN, LLC	26-01281	March & April invoices 2026	\$6,912.50	\$0.00	
CIVIC005	CIVICPLUS, LLC	26-01346	Invoice #369153	\$6,615.00	\$0.00	
				\$13,527.50		
Extd Total: MUNICIPAL CLERK				\$13,747.04		
Department Total: MUNIC CLERK				\$13,747.04		
Department:FINANCE						
Extd:FINANCIAL ADMINISTRATION						
6-01-20-130-000-204	FINANCE Outside Services					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	26-01349	Invoice 2025-03 Documents	\$138.75	\$0.00	
6-01-20-130-000-206	FINANCE Copier					
ATLTOM	ATLANTIC TOMORROWS OFFICE	26-01345	Contract 119612 4/1/26-3/31/27	\$421.00	\$0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATIO	26-01357	#40115602 Payment #34 of 60	\$2,720.98	\$0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATIO	26-01446	#40129868 Payment #9 of 60	\$3,108.78	\$0.00	
				\$6,250.76		
6-01-20-130-000-223	FINANCE Condo Reimbursements					
SW200005	SW 200 DEAL LAKE	26-01229	1st Q Trash Reimbursement	\$5,530.26	\$0.00	
LAKDRI	LAKE DRIVE COURT CONDO ASSO	26-01320	1st Q. Trash Reimbursement	\$1,257.42	\$0.00	
MIRCON	MIRAMAR CONDOMINIUM ASSOC.	26-01322	1st Q Lighting Reimbursement	\$312.51	\$0.00	
304OCE	304 OCEAN ARMS CONDO. ASSOC.	26-01323	1st Q Lighting Reimbursement	\$114.94	\$0.00	
MERCON	MERCURY CONDOMINIUM ASSOC.	26-01324	1st Q Lighting Reimbursement	\$620.08	\$0.00	
PARLAN	PARK LANE CONDOMINIUM ASSOC	26-01325	1st Q Lighting Reimbursement	\$129.30	\$0.00	
700MAT	700 MATTISON CONDOMINIUM	26-01326	1st Q Lighting Reimbursement	\$208.68	\$0.00	
301SHO	301 SHOREVIEW CONDO. ASSOC.	26-01327	1st Q Trash Reimbursement	\$1,500.55	\$0.00	
SEAVI005	Seaview Gardens Condo Assoc.	26-01328	1st Q Lighting Reimbursement	\$106.47	\$0.00	
				\$9,780.21		
Extd Total: FINANCIAL ADMINISTRATION				\$16,169.72		
Department Total: FINANCE				\$16,169.72		
Department:COMPUTER MIS						
Extd:COMPUTERIZED DATA PROCESSING						
6-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV	CDW GOVERNMENT LLC	26-01237	HDMI for Chambers	\$221.26	\$0.00	
6-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					

Budget Account	Description						
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type	
6-01-20-140-000-222	COMPUTER DATA PROC S		Account Continued				
SHIINT	SHI INTERNATIONAL CORP	26-00254	Q#27056208 PDQ	\$1,585.43	\$0.00		
	Extd Total: COMPUTERIZED DATA F			\$1,806.69			
	Department Total: COMPUTER MIS			\$1,806.69			
Department:DIRECTOR OF COMMUNICATIONS							
Extd:DIRECTOR OF COMMUNICATIONS							
6-01-20-151-000-204	DIRECTOR OF COMMUNICATIONS Newsletter						
KINTINC	KINTECH, INC.	26-01037	Newsletter mailing	\$531.65	\$0.00		
6-01-20-151-000-299	DIRECTOR OF COMMUN. - Program Fees						
THEAR005	THE ART OF THE BEAN AND LEAF	26-01271	5/8/26 COFFEE WITH COUNCIL	\$54.50	\$0.00		
	Extd Total: DIRECTOR OF COMMUN			\$586.15			
	Department Total: DIRECTOR OF CC			\$586.15			
Department:LEGAL SERVICES							
Extd:LEGAL SERVICES							
6-01-20-155-000-209	LEGAL SERVICES Fees						
STAKEL	STARKEY, KELLY, KENNEALLY,	26-01330	Invoice 38519 General Legal	\$8,470.00	\$0.00		
MARFAL	MARAZITI FALCON, LLP	26-01385	Professional Services Rendered	\$3,479.09	\$0.00		
DILWO005	DILWORTH PAXSON, LLP	26-01442	Invoice 645284 Red. Counsel	\$17.50	\$0.00		
				\$11,966.59			
	Extd Total: LEGAL SERVICES			\$11,966.59			
	Department Total: LEGAL SERVICE:			\$11,966.59			
Department:ENGINEER SERV							
Extd:ENGINEERING SERVICES							
6-01-20-165-000-209	ENGINEERING SERVICES Fees						
TMASSO	T & M ASSOCIATES	26-01419	SE508439 GGeneral Engineering	\$7,592.88	\$0.00		
	Extd Total: ENGINEERING SERVICE			\$7,592.88			
	Department Total: ENGINEER SERV			\$7,592.88			
	CAFR Total:			\$68,213.28			
Department:Planning Department							
Extd:Planning Department							
6-01-21-179-000-209	PLANNINF DEPT. Planning Board Fees						
JACSER	JACK A. SERPICO	26-01376	PB LGL SVS Serpico	\$790.00	\$0.00		
	Extd Total: Planning Department			\$790.00			
	Department Total: Planning Departn			\$790.00			
	CAFR Total:			\$790.00			
Department:POLICE							
Extd:POLICE DEPARTMENT							

Budget Account		Description				
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
6-01-25-240-000-202	POLICE Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	26-01233	evidence folders	\$3,439.02	\$0.00	
6-01-25-240-000-218	POLICE Contract.Serv.					
OPTIMUM	OPTIMUM	26-01360	cable bill 3/8-4/7	\$311.88	\$0.00	
THOWES	THOMSON WEST CUSTOMER SER	26-01361	DB intel software	\$340.22	\$0.00	
				\$652.10		
6-01-25-240-000-222	POLICE Training					
UNICOU	UNION CTY. PROSECUTORS OFFIC	26-01333	Training-Computer Comp Ramseur	\$50.00	\$0.00	
Extd Total: POLICE DEPARTMENT				\$4,141.12		
Department Total: POLICE				\$4,141.12		
Department:FIRE DEPT.						
Extd:FIRE DEPARTMENT						
6-01-25-265-000-222	FIRE DEPT. Training					
IMPBAG	IMPERIAL DADE	26-00834	Blanket PO not to Exceed	\$692.89	\$0.00	B
6-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	26-01302	QUOTE#117298 - METTAG TRIAGE	\$1,871.60	\$0.00	
VERALP	V.E. RALPH & SON, INC.	26-01303	QUOTE#117297 - STA-BLOCK HEAD	\$2,740.28	\$0.00	
				\$4,611.88		
6-01-25-265-000-235	FIRE DEPT. Emp.New Hires					
INSPSY	INSTITUTE FOR FORENSIC	26-01334	INV#30532 - PSYCH. EVALUATION	\$1,725.00	\$0.00	
6-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees/Coronis					
CORON005	CORONIS HEALTH RCM I, LLC	26-01420	Invoice 1523071 April FEes	\$3,409.49	\$0.00	
Extd Total: FIRE DEPARTMENT				\$10,439.26		
Department Total: FIRE DEPT.				\$10,439.26		
Department:PROSECUTOR						
Extd:MUNICIPAL PROSECUTOR						
6-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	26-01298	municipal prosecutor april	\$4,550.00	\$0.00	
Extd Total: MUNICIPAL PROSECUT				\$4,550.00		
Department Total: PROSECUTOR				\$4,550.00		
CAFR Total:				\$19,130.38		
Department:STREETS & ROAD						
Extd:STREETS & ROADS MAINTENANCE						
6-01-26-290-000-202	STREETS & ROAD Office Supplies					
WBMASON	W.B.MASON CO., INC.	26-01313	VARIOUS OFFICE SUPPLIES	\$186.50	\$0.00	
6-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
FREFOR	FREEHOLD FORD	26-00230	VARIOUS PARTS BLANKET	\$230.40	\$0.00	B
PRIME005	PRIME LUBE INC	26-00368	VARIOUS PARTS BLANKET	\$896.95	\$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 Vehicle		Account Continued				
CHEVAL	CHERRY VALLEY TRACTOR SALES	26-00608	VARIOUS PARTS BLANKET	\$205.39	\$0.00	B	
BARGS005	BARG'S LAWN & GARDEN SHOP	26-00844	VARIOUS PARTS BLANKET	\$167.51	\$0.00	B	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	26-00967	VARIOUS PARTS BLANKET	\$243.18	\$0.00	B	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	26-01126	VARIOUS WELDING	\$190.75	\$0.00	B	
SERV1005	SERVICE TIRE TRUCK CENTERS	26-01191	VARIOUS PARTS BLANKET	\$2,648.40	\$0.00	B	
GPCNA091	GPC-NAPA AUTO PARTS	26-01192	VARIOUS PARTS BLANKET	\$1,005.68	\$0.00	B	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	26-01223	VARIOUS PARTS BLANKET	\$2,660.40	\$0.00	B	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	26-01275	VARIOUS PARTS BLANKET	\$2,473.82	\$0.00	B	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	26-01284	DPW ELGIN SWEEPER PARTS	\$1,843.85	\$0.00		
QUAAUT	QUALITY AUTO GLASS, INC.	26-01288	APPD#45 GLASS REPLACEMENT	\$350.45	\$0.00		
SCHEC005	SCHECHTER ENTERPRISES, INC.	26-01315	CONVERTING REAR SEAT- APPD CAR	\$450.00	\$0.00		
NORSWE	NORTHEAST SWEEPERS & RENTAL	26-01342	RAVO SWEEPER HYDRAULIC HOSES	\$260.44	\$0.00		
LAWPRO	LAWSON PRODUCTS, INC.	26-01371	VARIOUS VEHICLE STOCK PARTS	\$354.66	\$0.00		
				\$13,981.88			
6-01-26-290-000-206	STREETS & ROAD Purchase of Equipment						
GRAING	GRAINGER	26-00876	8 FT. A FRAME BARRICADES	\$1,074.10	\$0.00		
GRAING	GRAINGER	26-01088	SAFETY GLASSES	\$586.80	\$0.00		
GRAING	GRAINGER	26-01089	SKIMMER FISHNET TELESCOPE HAND	\$499.90	\$0.00		
				\$2,160.80			
6-01-26-290-000-212	STREETS & ROAD Tools						
GRAING	GRAINGER	26-01119	PPE	\$448.80	\$0.00		
6-01-26-290-000-213	STREETS & ROAD Safety Equipment						
GRAING	GRAINGER	26-01119	PPE	\$578.42	\$0.00		
CINCOR	CINTAS CORPORATION NO 2	26-01372	replacement first-aid items	\$171.17	\$0.00		
				\$749.59			
6-01-26-290-000-215	STREETS & ROAD Misc. Hardware						
GRAING	GRAINGER	26-00049	Misc Hardware	\$147.36	\$0.00	B	
REXEL005	REXEL USA, INC.	26-00705	Traffic Light Bulbs	\$414.44	\$0.00		
				\$561.80			
6-01-26-290-000-216	STREETS & ROAD Carpentry Supplies						
UPTFAS	UP-TITE FASTNERS INC.	26-00537	Misc Hardware	\$130.00	\$0.00	B	
GRAING	GRAINGER	26-00921	Misc Hardware	\$405.07	\$0.00	B	
				\$535.07			
6-01-26-290-000-218	STREETS & ROAD Contract.Serv.						
NJGRAV	NEW JERSEY GRAVEL & SAND CO	26-00878	50tons delaware river gravel	\$3,700.00	\$0.00		
LORCO	LORCO PETROLEUM SERVICES	26-01335	removal&disposal oil & water	\$465.00	\$0.00		
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	26-01370	1.71 tons hot patch	\$130.64	\$0.00		
OPTIMUM	OPTIMUM	26-01408	monthly billing 5/8-6/7/26	\$48.96	\$0.00		
				\$4,344.60			
6-01-26-290-000-220	STREETS & ROAD Repairs						
NORSWE	NORTHEAST SWEEPERS & RENTAL	26-01057	RAVO SWEEPER PARTS	\$257.49	\$0.00		

Budget Account		Description				
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
6-01-26-290-000-234	STREETS & ROAD		Road Supplies			
SHORIT	SAKER SHOPRITE, INC.	26-01180	Water / Drinks	\$335.16	\$0.00	B
6-01-26-290-000-269	STREETS & ROAD		Deal Lake Commission			
DEALAK	DEAL LAKE COMMISSION	26-00207	2026 Assessment	\$11,000.00	\$0.00	
Extd Total: STREETS & ROADS MAI				\$34,561.69		
Department Total: STREETS & ROA				\$34,561.69		
Department:SOLID WASTE						
Extd:SOLID WASTE COLLECTION						
6-01-26-305-000-209	SOLID WASTE		Fees			
MASREC	MAZZA RECYCLING SERVICES, LTI	26-01305	disposal of oversized tires	\$55.00	\$0.00	
MAZMUL	MAZZA MULCH, INC.	26-01306	brush disposal April	\$1,980.00	\$0.00	
DELDEM	DELISA DEMOLITION, INC.	26-01308	tipping fees Apr. 16-30, 2026	\$29,129.49	\$0.00	
DELDEM	DELISA DEMOLITION, INC.	26-01414	haul fee 20yd const/bulk	\$2,923.99	\$0.00	
DELDEM	DELISA DEMOLITION, INC.	26-01452	haul fee 20yd. const/bulk	\$2,050.65	\$0.00	
				\$36,139.13		
Extd Total: SOLID WASTE COLLEC1				\$36,139.13		
Department Total: SOLID WASTE				\$36,139.13		
Department:BUILDING & GND						
Extd:BUILDINGS & GROUNDS						
6-01-26-310-000-203	BUILDING & GND		Misc. Hardware			
THEHAR	THE HARDWARE STORE	26-00050	Misc Hardware	\$156.91	\$0.00	B
6-01-26-310-000-204	BUILDING & GND		Building Supplies			
NEWIRON	NEWARK IRONBOUND ELECTRICAL	26-01015	LIGHTNING WARNING SYSTEM	\$2,087.22	\$0.00	
6-01-26-310-000-206	BUILDING & GND		Irrigation Supplies			
SITEO005	SITEONE LANDSCAPE SUPPLY LLC	26-00863	Misc Irrigation Supplies	\$74.50	\$0.00	B
6-01-26-310-000-208	BUILDING & GND		Lumber			
GRAING	GRAINGER	26-01077	ROOF MOUNTS-LIGHTNING WARNING	\$709.16	\$0.00	
JAEUM	JAEGER LUMBER & SUPPLY CO. IN	26-01405	CEDAR POSTS FOR GARDEN PLAQUES	\$346.64	\$0.00	
JAEUM	JAEGER LUMBER & SUPPLY CO. IN	26-01406	4X4 POSTS TO "BLOCK OFF" THE	\$149.00	\$0.00	
				\$1,204.80		
6-01-26-310-000-210	BUILDING & GND		Building Repairs			
STATE015	STATE PLUMBING, LLC	26-00407	Plumbing Repairs	\$1,044.90	\$0.00	B
HOFFM005	HOFFMAN SERVICES, INC.	26-01105	ANNUAL INSPECTION/REPAIRS	\$3,619.00	\$0.00	
				\$4,663.90		
6-01-26-310-000-218	BUILDING & GND		Contract.Serv.			
GUARD005	GUARDIAN CONTRACTING, INC.	26-01415	pest control Fire Dept.	\$615.00	\$0.00	
Extd Total: BUILDINGS & GROUNDS				\$8,802.33		
Department Total: BUILDING & GND				\$8,802.33		
CAFR Total:				\$79,503.15		

Budget Account	Description					
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
Department:PUBLIC ASST						
Extd:SOCIAL SERVICES:						
6-01-27-345-000-202	SOCIAL SERVICES Office Supplies					
WBMASON	W.B.MASON CO., INC.	26-01286	Office Supplies	\$66.80	\$0.00	
Extd Total: SOCIAL SERVICES:				\$66.80		
Department Total: PUBLIC ASST				\$66.80		
Department:SENIOR CENTER						
Extd:SENIOR CENTER						
6-01-27-350-000-210	SENIOR CENTER Classes					
BODYB005	BODY BY BEY	26-00984	BBB 2nd Qtr	\$600.00	\$0.00	B
6-01-27-350-000-299	SENIOR CENTER Misc.					
AMAZO005	AMAZON.COM SERVICES	26-01287	Wagons for Outreach in Comm.	\$82.98	\$0.00	
Extd Total: SENIOR CENTER				\$682.98		
Department Total: SENIOR CENTER				\$682.98		
CAFR Total:				\$749.78		
Department:RECREATION						
Extd:RECREATION SERVICES & PROGRAM						
6-01-28-370-000-290	RECREATION Programs/Activities					
ORITRA	ORIENTAL TRADING CO., INC.	26-00689	City's annual Easter event	\$3,614.64	\$0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	26-01397	summer camp flyers	\$200.00	\$0.00	
				\$3,814.64		
Extd Total: RECREATION SERVICES				\$3,814.64		
Department Total: RECREATION				\$3,814.64		
CAFR Total:				\$3,814.64		
Department:LIGHTING						
Extd:LIGHT,HEAT,POW						
6-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU	N.J. NATURAL GAS CO.	26-01292	Various Accounts 3/19-4/15	\$2,060.91	\$0.00	
NJAMER	N.J. AMERICAN WATER CO.	26-01338	Various Accounts 4/3-5/4	\$790.82	\$0.00	
NJAMER	N.J. AMERICAN WATER CO.	26-01348	Various Accounts 4/3-5/4	\$3,048.32	\$0.00	
NJAMER	N.J. AMERICAN WATER CO.	26-01358	Various Accounts 4/3-5/4	\$993.24	\$0.00	
NJAMER	N.J. AMERICAN WATER CO.	26-01399	#1018-210024751262 4/3-5/4	\$26.00	\$0.00	
				\$6,919.29		
Extd Total: LIGHT,HEAT,POW				\$6,919.29		

Extd:STREET/TRAFFIC

Budget Account	Description						
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type	
6-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.						
JCPL	JCPL	26-01299	#200 000 001 293 Master Acct	\$1,123.04	\$0.00		
JCPL	JCPL	26-01447	Various Accounts 4/18-5/19	\$19,471.29	\$0.00		
				<u>\$20,594.33</u>			
	Extd Total: STREET/TRAFFIC			\$20,594.33			
	Department Total: LIGHTING			\$27,513.62			
Department:TELEPHONE							
Extd:TELEPHONE							
3-01-31-440-000-299	TELEPHONE Misc.						
VERIZON	VERIZON WIRELESS	26-01373	#342269861-00001 4/5-5/4	\$1,541.27	\$0.00		
VERZON	VERIZON BUSINESS	26-01396	#152-069-551-0001-78 5/4-6/3	\$124.99	\$0.00		
				<u>\$1,666.26</u>			
	Extd Total: TELEPHONE			\$1,666.26			
	Department Total: TELEPHONE			\$1,666.26			
Department:GASOLINE							
Extd:GASOLINE							
0-01-31-460-000-299	GASOLINE Misc.						
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	26-01351	1,000 gallons diesel fuel	\$4,299.29	\$0.00		
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	26-01413	3,701.2 gallons unleaded fuel	\$13,262.35	\$0.00		
				<u>\$17,561.64</u>			
	Extd Total: GASOLINE			\$17,561.64			
	Department Total: GASOLINE			\$17,561.64			
	CAFR Total:			\$46,741.52			
Department:MUNIC COURT							
Extd:MUNICIPAL COURT							
0-01-43-490-000-202	MUNIC COURT Office Supplies						
WBMASON	W.B.MASON CO., INC.	26-01173	office supplies	\$104.84	\$0.00		
0-01-43-490-000-245	MUNIC COURT Interpreter						
BEACRA	BEATRIZ C. CRANEY	26-01226	court interpreter 4/17/26	\$420.00	\$0.00		
	Extd Total: MUNICIPAL COURT			\$524.84			
	Department Total: MUNIC COURT			\$524.84			
Department:PUBLIC DEFEND.							
Extd:PUBLIC DEFENDER							
0-01-43-495-000-021	Fees						
GREER005	GREER LAW FIRM	26-01296	alt pd appearance	\$500.00	\$0.00		
LAWOF010	LAW OFFICE OF LAWRENCE W.	26-01297	public defender april 2026	\$1,500.00	\$0.00		
				<u>\$2,000.00</u>			

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
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Extd Total: PUBLIC DEFENDER						\$2,000.00		
Department Total: PUBLIC DEFEND.						\$2,000.00		
CAFR Total:						\$2,524.84		

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	26-01347	May 2026 School Tax			\$3,182,055.00	\$0.00	
	Extd Total: TAXES PAYABLE:					\$3,182,055.00		
	Department Total: TAXES PAYABLE:					\$3,182,055.00		
	CAFR Total: CURRENT FUND NON I					\$3,182,055.00		
	Fund Total: CURRENT					\$3,403,522.59		

Fund:BEACH

Department:UTILITY OE

Extd:BEACH UTILITY O/E: OTHER EXPENSES:

6-05-55-502-000-203	BEACH UTILITY O/E: Fencing							
JAE LUM	JAEGER LUMBER & SUPPLY CO. IN	26-01407	POSTS FOR BROKEN BEACH			\$127.76	\$0.00	
6-05-55-502-000-205	BEACH UTILITY O/E: Beach Badges							
JERCAP	JERSEY CAPE DIAGNOSTICS	26-01179	Beach season wristbands			\$9,200.00	\$0.00	
6-05-55-502-000-206	BEACH UTILITY O/E: Purchase of Equipment							
FISSUP	FISHERMAN'S SUPPLY LLC	26-01083	anchors,balls,rope,shackers,			\$4,422.00	\$0.00	
BRYMAR	BRY'S MARINE LLC	26-01403	BALL-TRAILER HITCH/TOWING			\$17.99	\$0.00	
						\$4,439.99		

6-05-55-502-000-211 BEACH UTILITY O/E: Light & Power

EQUIP005	EQUIPMENTSHARE.COM, INC.	26-00985	track dozer rental			\$8,221.75	\$0.00	
EQUIP005	EQUIPMENTSHARE.COM, INC.	26-01341	balance owed for dozer			\$350.00	\$0.00	
NJAMER	N.J. AMERICAN WATER CO.	26-01348	Various Accounts 4/3-5/4			\$618.91	\$0.00	
						\$9,190.66		

6-05-55-502-000-212 BEACH UTILITY O/E: Misc. Hardware

THEHAR	THE HARDWARE STORE	26-01082	\$500 blanket for Beach Bathing			\$190.78	\$0.00	B
GRAING	GRAINGER	26-01310	VARIOUS HARDWARE BLANKET/BEACH			\$48.00	\$0.00	B
WATCH005	WATCHTOWER SOLUTIONS, INC.	26-01355	beach patrol license			\$2,325.00	\$0.00	
						\$2,563.78		

6-05-55-502-000-213 BEACH UTILITY O/E: Motor Vehicle

HBAR	H. BARBER & SONS, INC.	26-01272	BARBER BEACH RAKE VARIOUSPARTS			\$629.70	\$0.00	
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6-05-55-502-000-215 BEACH UTILITY O/E: Lumber/Bldg. Supplies

JAE LUM	JAEGER LUMBER & SUPPLY CO. IN	26-01218	Locker Vents Aluminum			\$139.65	\$0.00	
	Extd Total: BEACH UTILITY O/E: OT					\$26,291.54		

Budget Account Description

Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
6-05-55-502-000-215	BEACH UTILITY O/E: Lumbe		Account Continued			
	Department Total: UTILITY OE			\$26,291.54		
	CAFR Total:			\$26,291.54		
	Fund Total: BEACH			\$26,291.54		
Fund:TRANSPORTATION UTILITY: BUDGET:						
Department:UTILITY OE						
Extd:TRANS.UTILITY O/E: OTHER EXPENSES:						
6-06-55-502-000-205	TRANS.UTILITY O/E: Enforcement Supply					
ATLLOK	ATLANTIC LOCK & SAFE	26-01368	Police Substation Door Locks	\$515.00	\$0.00	
6-06-55-502-000-208	TRANS.UTILITY O/E: Parking Permits					
PASPOR	PASSPORT LABS, INC.	26-01369	INV1060074 4/26 Permit Fees	\$1,022.00	\$0.00	
6-06-55-502-000-210	TRANS.UTILITY O/E: Signs					
AMAZO005	AMAZON.COM SERVICES	26-01214	Wind Signs	\$2,169.10	\$0.00	
6-06-55-502-000-211	TRANS.UTILITY O/E: Street Markings					
TRAFF005	TRAFFIC LOGIX CORPORATION	26-01222	Speed Bump Hardware	\$2,725.00	\$0.00	
6-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO	IPS GROUP, INC.	26-01367	INV124634 DMS Fees	\$8,625.00	\$0.00	
6-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PARKM005	PARKMOBILE USA, LLC	26-01366	INV001238 Apr 2026 Trans Fees	\$13,719.55	\$0.00	
PAYBY005	PAYBYPHONE US, INC.	26-01391	INVUS3605 4/26 Trans Fees	\$402.00	\$0.00	
				\$14,121.55		
6-06-55-502-000-220	TRANS.UTILITY O/E: Utilities					
NJNATU	N.J. NATURAL GAS CO.	26-01292	Various Accounts 3/19-4/15	\$67.00	\$0.00	
	Extd Total: TRANS.UTILITY O/E: OTI			\$29,244.65		
	Department Total: UTILITY OE			\$29,244.65		
	CAFR Total:			\$29,244.65		
	Fund Total: TRANSPORTATION UTIL			\$29,244.65		
Fund:SEWER UTILITY: BUDGET:						
Department:UTILITY OE						
Extd:SEWER UTILITY O/E: OTHER EXPENSES:						
6-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
MCMCAR	MCMMASTER-CARR SUPPLY CO.	26-01000	Shear Pins	\$897.59	\$0.00	
PILELE	PILOT ELECTRIC COMPANY, INC.	26-01260	new motor for secondary pump	\$545.00	\$0.00	
				\$1,442.59		
6-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	26-01338	Various Accounts 4/3-5/4	\$675.95	\$0.00	
NJAMER	N.J. AMERICAN WATER CO.	26-01348	Various Accounts 4/3-5/4	\$519.84	\$0.00	
				\$1,195.79		
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				
MUNCAP	MUNICIPAL CAPITAL CORPORATIO	26-01357	#40115602 Payment #34 of 60	\$82.58	\$0.00		
GUARD005	GUARDIAN CONTRACTING, INC.	26-01415	pest control Fire Dept.	\$80.00	\$0.00		
				\$162.58			
6-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal						
PASVAL	PASSAIC VALLEY SEWERAGE COM	26-01336	sludge disposal Apr.1-30,2026	\$12,495.00	\$0.00		
SPECT005	SPECTRASERV INC.	26-01337	Sludge Transport Apr. 2026	\$27,094.00	\$0.00		
				\$39,589.00			
6-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies						
LYONS005	LYONS ENVIRONMENTAL SERVICE	26-01255	Apr. Testing BOD5,TSS,NH3N	\$1,608.00	\$0.00		
	Extd Total: SEWER UTILITY O/E: OT			\$43,997.96			
	Department Total: UTILITY OE			\$43,997.96			
	CAFR Total:			\$43,997.96			
	Fund Total: SEWER UTILITY: BUDGI			\$43,997.96			
	Year Total:			\$3,503,056.74			
Fund:GENERAL CAPITAL FUND BUDGET:							
Extd:Odr. 2018-57 Acq.Prop./Const. of FH							
C-04-55-998-176-001	Section 20 Costs						
TMASSO	T & M ASSOCIATES	23-01422	FIRE HEADQUARTERS CONSTRUCTION	\$7,760.50	\$0.00	B	
	Extd Total: Odr. 2018-57 Acq.Prop./C			\$7,760.50			
Extd:Ord. 2024-26 Various Veh. & Cap. Equip.							
C-04-55-998-186-004	Vehicles & Equipment Police						
EASTC	EAST COAST EMERGENCY LIGHTI	24-02944	#41375 NEW PD VEHICLE LIGHTING	\$82,526.43	\$0.00		
	Extd Total: Ord. 2024-26 Various Veh			\$82,526.43			
Extd:Ord. 2025-16 Various Capital Improvement							
C-04-55-998-187-002	DPW Various Equipment & Improv.						
ATECH005	A-TECH CONCRETE COMPANY, INC	26-00733	LIGHT POLE BASES ON BOND ST	\$48,700.00	\$0.00		
	Extd Total: Ord. 2025-16 Various Cap			\$48,700.00			
	Department Total:			\$138,986.93			
	CAFR Total:			\$138,986.93			
	Fund Total: GENERAL CAPITAL FU			\$138,986.93			
Fund:SEWER CAPITAL FUND BUDGET:							
Extd:Ord. 2025-12 Sewer Repairs							
C-08-55-529-025-002	Construction Costs						
SEWER005	SEWER RAT TRENCHLESS SOLUTI	26-01392	INV #1376 REPAIR SEWER BREAKS	\$60,670.50	\$0.00		
SEWER005	SEWER RAT TRENCHLESS SOLUTI	26-01393	INV #1385 SEWER REPAIRS AT	\$3,800.00	\$0.00		
SBROT005	S BROTHERS INC.	26-01394	EMERGENCY SEWER REPAIRS AT	\$40,247.46	\$0.00		
				\$104,717.96			

Budget Account	Description					
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
C-08-55-529-025-002	Construction Costs		Account Continued			
	Extd Total: Ord. 2025-12 Sewer Rep:			\$104,717.96		
	Department Total:			\$104,717.96		
	CAFR Total:			\$104,717.96		
	Fund Total: SEWER CAPITAL FUND			\$104,717.96		
Fund: PARKING CAPITAL						
Department: Ord. 2021-37 Var. Transportation Impr.						
Extd: Ord. 2021-37 Var. Transportation Impr.						
C-09-17-908-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	24-03653	TRAFFIC SIGNALS GRAND & SUNSET	\$8,991.10	\$0.00	B
	Extd Total: Ord. 2021-37 Var. Transp			\$8,991.10		
	Department Total: Ord. 2021-37 Var.			\$8,991.10		
Department: Ord. 2024-18 Main St. Streetscape						
Extd: Ord. 2024-18 Main St. Streetscape						
C-09-17-910-000-901	Sec. 20 Costs					
TMASSO	T & M ASSOCIATES	25-01682	TAP Streetscape Main St. Impr.	\$2,026.50	\$0.00	B
C-09-17-910-000-902	Construction					
SILAG005	SILAGY CONTRACTING, LLC	25-03827	MAIN ST STREETScape IMPROVEMEN	\$90,577.87	\$0.00	B
	Extd Total: Ord. 2024-18 Main St. Sti			\$92,604.37		
	Department Total: Ord. 2024-18 Mai			\$92,604.37		
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					
TMASSO	T & M ASSOCIATES	24-02201	FIRST AVE ROADWAY IMPROVEMENTS	\$8,933.70	\$0.00	B
C-09-17-911-000-903	Construction Costs					
SBROT005	S BROTHERS INC.	25-00313	FIRST AVE ROADWAY IMPROVEMENTS	\$245,445.17	\$0.00	B
	Extd Total: Ord. 2024-20 1st Ave. Ro			\$254,378.87		
	Department Total: Ord. 2024-20 1st /			\$254,378.87		
Department: Ord. 2025-11 Cookman and Bond St.						
Extd: Ord. 2025-11 Cookman and Bond St.						
C-09-17-912-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	25-02720	Cookman and Bond Intersection	\$1,254.50	\$0.00	B
	Extd Total: Ord. 2025-11 Cookman a			\$1,254.50		
	Department Total: Ord. 2025-11 Coo			\$1,254.50		

Department: Ord. 2025-15 Train Station Canopies

Extd: Ord. 2025-15 Train Station Canopies

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
09-17-913-000-901	Section 20 Costs							
		TMASSO	T & M ASSOCIATES	25-03936	PEDESTRIAN CANOPY STRUCTURES	\$15,928.70	\$0.00	B
	Extd Total: Ord. 2025-15 Train Statio					\$15,928.70		
	Department Total: Ord. 2025-15 Trai					\$15,928.70		
Department:Ord. 2025-23 Improvements to 3rd Ave.								
:xtd:Ord. 2025-23 Improvements to 3rd Ave.								
09-17-914-000-901	Section 20 Costs							
		TMASSO	T & M ASSOCIATES	25-03016	THIRD AVENUE ROADWAY PROJECT	\$2,557.25	\$0.00	B
	Extd Total: Ord. 2025-23 Improveme					\$2,557.25		
	Department Total: Ord. 2025-23 Impi					\$2,557.25		
	CAFR Total:					\$375,714.79		
	Fund Total: PARKING CAPITAL					\$375,714.79		
	Year Total:					\$619,419.68		
und:GRANT FUND BUDGET:								
02-43-956-022-217	Opiod Settlement Funds							
		THERA005	PROSPERITYEHR	26-00183	Database Fee Dec '25 - Nov '26	\$602.00	\$0.00	B
		AMAZO005	AMAZON.COM SERVICES	26-01287	Wagons for Outreach in Comm.	\$82.98	\$0.00	
						\$684.98		
	Extd Total:					\$684.98		
	Department Total:					\$684.98		
02-43-974-023-200	UEZ Micro-Business Lease Assistance							
		THEFL005	THE FLYING PIG MARKET	26-00160	LEASE SUBSIDY PROGRAM BLANKET	\$495.00	\$0.00	B
		CHRIS015	CHRIS TURK SWIM	26-01051	6 PAYMENTS @ \$320.80	\$320.80	\$0.00	B
						\$815.80		
	Extd Total:					\$815.80		
	Department Total:					\$815.80		
02-43-984-024-201	Municipal Share							
		ARCAR005	ARCARI & IOVINO ARCHITECTS, PC	24-01847	BOARDWALK RESTROOMS	\$7,096.50	\$0.00	B
		TMASSO	T & M ASSOCIATES	25-01454	MAR PARAMOUNT THEATER PROJECT	\$45,995.01	\$0.00	B
		STAKEL	STARKEY, KELLY, KENNEALLY,	26-01330	Invoice 38519 General Legal	\$1,347.50	\$0.00	
		MARFAL	MARAZITI FALCON, LLP	26-01387	Invoice 61739 Boardwalk Grant	\$11,604.10	\$0.00	
						\$66,043.11		
02-43-984-024-202	Madison Marquette Share							
		MADMAR	MADISON MARQUETTE	24-03521	Boardwalk Grant	\$722,242.89	\$0.00	B
	Extd Total:					\$788,286.00		
	Department Total:					\$788,286.00		

Budget Account	Description							
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type		
G-02-43-994-024-200	Federal Bulletproof Vest Grant							
ACTIO015	ACTION UNIFORM CO. LLC	25-03519	Body Armor-8 Officers	\$6,246.94	\$0.00			
	Extd Total:			\$6,246.94				
	Department Total:			\$6,246.94				
G-02-43-996-025-200	2025 Mental Health Grant							
HOMDRU	HOME DRUG PHARMACY	25-02173	Medication Assist for Clients	\$126.00	\$0.00	B		
	Extd Total:			\$126.00				
	Department Total:			\$126.00				
	CAFR Total:			\$796,159.72				
G-02-45-004-025-200	State of NJ Body Armor Grant							
ACTIO015	ACTION UNIFORM CO. LLC	25-03519	Body Armor-8 Officers	\$4,278.02	\$0.00			
	Extd Total:			\$4,278.02				
	Department Total:			\$4,278.02				
G-02-45-013-026-200	2026 Mental Health Grant							
VISNUR	VISITING NURSES ASSN. OF CENT	26-00470	Blanket VNA Nurse MH Grant	\$20,416.66	\$0.00	B		
	Extd Total:			\$20,416.66				
	Department Total:			\$20,416.66				
	CAFR Total:			\$24,694.68				
	Fund Total: GRANT FUND BUDGET:			\$820,854.40				
	Year Total:			\$820,854.40				
Fund:AFFORDABLE HOUSING FEES TRUST FUND								
T-11-56-850-000-801	Reserve for Affordable Housing Fees							
CGPHL005	CGP&H, LLC	26-01316	INVOICE #56831 HOUSING REHAB	\$950.00	\$0.00			
CGPHL005	CGP&H, LLC	26-01317	INVOICE #56830 CASE MANAGEMENT	\$2,230.00	\$0.00			
CGPHL005	CGP&H, LLC	26-01318	INVOICE #56832 APRIL 2026	\$2,074.00	\$0.00			
				\$5,254.00				
	Extd Total:			\$5,254.00				
	Department Total:			\$5,254.00				
	CAFR Total:			\$5,254.00				
	Fund Total: AFFORDABLE HOUSING			\$5,254.00				
Fund:ANIMAL CONTROL FUND BUDGET:								
T-12-56-850-000-801	Reserve for Animal Control							
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	26-01362	April 2026 Dog Dues	\$24.00	\$0.00			
	Extd Total:			\$24.00				
	Department Total:			\$24.00				
	CAFR Total:			\$24.00				
	Fund Total: ANIMAL CONTROL FUN			\$24.00				

Budget Account	Description					
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
Fund:COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd:2024 CDBG 24-MC-83-850-850-000						
T-17-83-850-850-001	2024 Administration					
THEHON2	THE HON COMPANY LLC	25-03662	2 Drawer File Cabinet	\$870.39	\$0.00	
Extd Total: 2024 CDBG 24-MC-83-85				\$870.39		
Department Total:				\$870.39		
CAFR Total:				\$870.39		
Extd:2025 CDBG 25-MC-83-850-850-000						
T-17-84-850-850-003	2025 Community Events					
SHORIT	SAKER SHOPRITE, INC.	26-01274	Supplies-Mothers Day Tea Party	\$586.13	\$0.00	
PARWAR	PARTY FAIR OF OAKHURST INC	26-01277	Supplies-Mothers Day Tea Party	\$476.69	\$0.00	
FRADEL	FRANK'S DELI RESTAURANT	26-01395	Mothers day food Supplies	\$250.00	\$0.00	
				\$1,312.82		
Extd Total: 2025 CDBG 25-MC-83-85				\$1,312.82		
Department Total:				\$1,312.82		
CAFR Total:				\$1,312.82		
Fund Total: COMMUNITY DEVELOPI				\$2,183.21		
Fund:TRUST OTHER						
T-20-56-850-878-801	Reserve for Recreation					
PARTY005	PARTY PERFECT RENTALS, LLC	26-01022	Various Supplies for Rodeo	\$12,061.55	\$0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	26-01278	rodeo signage and ad journals	\$3,993.75	\$0.00	
				\$16,055.30		
Extd Total:				\$16,055.30		
Department Total:				\$16,055.30		
CAFR Total:				\$16,055.30		
Fund Total: TRUST OTHER				\$16,055.30		
Fund:PLANNING & ZONING ESCROW FUND BUDGET:						
CAFR:PLANNING & ZONING ESCROW FUND BUDGET:						
T-21-00-375-000-299	208 MAIN ST.(PLAN AMEND)(JOHNNY MAC HOS)					
JACSER	JACK A. SERPICO	26-01376	PB LGL SVS Serpico	\$1,105.00	\$0.00	
Extd Total:				\$1,105.00		
Department Total:				\$1,105.00		
T-21-00-585-000-299	BALTIC & AEGEAN(INSPECTION FEES)(K.HOV)					
LEONS010	LEON S. AVAKIAN, INC.	26-01339	PB PROF. SVS AVAKIAN	\$333.75	\$0.00	
Extd Total:				\$333.75		
Department Total:				\$333.75		

Budget Account	Description					
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
T-21-00-613-000-299	201-203 EIGHTH AVENUE(K.HOVNANIAN)					
LEONS010	LEON S. AVAKIAN, INC.	26-01339	PB PROF. SVS AVAKIAN	\$853.20	\$0.00	
	Extd Total:			\$853.20		
	Department Total:			\$853.20		
T-21-00-651-000-299	VIEWS OF N.SHORE(INSP.FEE)(K.HOVNANIAN)					
LEONS010	LEON S. AVAKIAN, INC.	26-01339	PB PROF. SVS AVAKIAN	\$8,244.30	\$0.00	
	Extd Total:			\$8,244.30		
	Department Total:			\$8,244.30		
	CAFR Total: PLANNING & ZONING E			\$10,536.25		
	Fund Total: PLANNING & ZONING E			\$10,536.25		
Fund:CITY OF ASBURY PARK REDEVELOPMENT ESCROW						
T-48-56-850-000-862	1001 1ST AVENUE(ASBURY PARK FIRST)					
DILWO005	DILWORTH PAXSON, LLP	26-01442	Invoice 645284 Red. Counsel	\$70.00	\$0.00	
T-48-56-850-000-867	900-904 SPRINGWOOD(MEMORIAL AVE.HOLDINGS					
DILWO005	DILWORTH PAXSON, LLP	26-00545	Invoice 639397 900 Springwood	\$1,120.00	\$0.00	
T-48-56-850-000-872	614 COOKMAN(REC.STUDIO)(614 COOKMAN,LLC)					
DILWO005	DILWORTH PAXSON, LLP	26-01442	Invoice 645284 Red. Counsel	\$525.00	\$0.00	
T-48-56-850-000-882	BLK 3904 PARKING GARAGE(ASBURY PARTNERS)					
MARFAL	MARAZITI FALCON, LLP	26-01385	Professional Services Rendered	\$1,149.44	\$0.00	
T-48-56-850-000-887	BLOCK 3802(ASBURY PARTNERS, LLC)					
DILWO005	DILWORTH PAXSON, LLP	26-01442	Invoice 645284 Red. Counsel	\$211.50	\$0.00	
	Extd Total:			\$3,075.94		
	Department Total:			\$3,075.94		
	CAFR Total:			\$3,075.94		
	Fund Total: CITY OF ASBURY PARK			\$3,075.94		
	Year Total:			\$37,128.70		

Total Charged Lines: 322 Total List Amount: \$4,980,812.52 Total Void Amount: \$0.00

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	5-01	\$353.00	\$0.00	\$0.00	\$353.00
CURRENT	6-01	\$3,403,522.59	\$0.00	\$0.00	\$3,403,522.59
BEACH	6-05	\$26,291.54	\$0.00	\$0.00	\$26,291.54
TRANSPORTATION UT	6-06	\$29,244.65	\$0.00	\$0.00	\$29,244.65
SEWER UTILITY: BUDG	6-07	\$43,997.96	\$0.00	\$0.00	\$43,997.96
	Year Total:	\$3,503,056.74	\$0.00	\$0.00	\$3,503,056.74
GENERAL CAPITAL FU	C-04	\$138,986.93	\$0.00	\$0.00	\$138,986.93
SEWER CAPITAL FUNI	C-08	\$104,717.96	\$0.00	\$0.00	\$104,717.96
PARKING CAPITAL	C-09	\$375,714.79	\$0.00	\$0.00	\$375,714.79
	Year Total:	\$619,419.68	\$0.00	\$0.00	\$619,419.68
GRANT FUND BUDGET	G-02	\$820,854.40	\$0.00	\$0.00	\$820,854.40
AFFORDABLE HOUSIN	T-11	\$5,254.00	\$0.00	\$0.00	\$5,254.00
ANIMAL CONTROL FUI	T-12	\$24.00	\$0.00	\$0.00	\$24.00
COMMUNITY DEVELOF	T-17	\$2,183.21	\$0.00	\$0.00	\$2,183.21
TRUST OTHER	T-20	\$16,055.30	\$0.00	\$0.00	\$16,055.30
PLANNING & ZONING I	T-21	\$10,536.25	\$0.00	\$0.00	\$10,536.25
CITY OF ASBURY PARI	T-48	\$3,075.94	\$0.00	\$0.00	\$3,075.94
	Year Total:	\$37,128.70	\$0.00	\$0.00	\$37,128.70
Total Of All Funds:		\$4,980,812.52	\$0.00	\$0.00	\$4,980,812.52

May 27 , 2026 Meeting

Balance Brought Forward from Total List Amount	\$ 4,980,812.52
William J. Carter, Jr. (26-01329)	\$ 400.00
US Bank Operations Ctr. (26-01321)	\$ 39,359.04
Ada's Gojo (26-01353)	\$ 80.00
Ada's Gojo (26-01354)	\$ 80.00
NJ EZ Pass (26-01359)	\$ 250.00
Saker Shop Rite (26-01215)	\$ 100.00
NJ Motor Vehicle Commission (26-01412)	\$ 60.00
Total:	<u><u>\$ 5,021,141.56</u></u>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 27, 2026
RESOLUTION SUMMARY

2026-220

Subsequent Developer Agreement With Asbury Partners, LLC And APW Redeveloper, LLC
Regarding Residential Development On Block 3802, Lot 1 (216 Cookman Avenue) And
Referring The Matter To The Planning Board For Appropriate Approvals



RESOLUTION - 2026-220

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

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF ASBURY PARK
AUTHORIZING THE CITY OF ASBURY PARK TO ENTER INTO A SUBSEQUENT
DEVELOPER AGREEMENT WITH ASBURY PARTNERS, LLC AND APW
REDEVELOPER, LLC REGARDING RESIDENTIAL DEVELOPMENT ON BLOCK
3802, LOT 1 (216 COOKMAN AVENUE) AND REFERRING THE MATTER TO THE
PLANNING BOARD FOR APPROPRIATE APPROVALS**

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

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

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

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

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

WHEREAS, on October 28, 2002, the City and Asbury Partners LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” (“**Redeveloper Agreement**”), which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment

Plan, which redevelopment it may choose to undertake itself, or through agreements with selected subsequent developers; and

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

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

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any person or entity wishing to redevelop their property or a property in which they have a beneficial interest shall first be designated as a Subsequent Developer” by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, APW Redeveloper, LLC (“the **Entity**”) is a wholly owned subsidiary of the Master Developer and has proposed to develop the property identified as Block 3802, Lot 1 (216 Cookman Avenue) on the tax maps of the City, an approximately .785-acre City Block bounded by Cookman Avenue, Wesley Lake Drive, Lake Avenue and St. James Place, which is located within the Redevelopment Area (the “**Project Site**”); and

WHEREAS, the Entity proposes to construct twenty-seven (27) for-sale residential condominiums within a four-story multi-family building (the “**Condo Units**”, and each, a “**Condo Unit**”) that steps down to one-story at the southwest corner, consisting of three (3) stories of residential units above a one (1) story parking garage, including all related site improvements (collectively, the “**Project**”); and

WHEREAS, the Condo Units will be comprised of two (2) one-bedroom units, ten (10) two-bedroom units, and fifteen (15) three-bedroom units, and will have access to a storage amenity and a roof deck; and

WHEREAS, the total number of parking spaces to be provided for the Project is no less than forty-two (42) parking spaces within the first story garage; and

WHEREAS, in addition to the Condo Units, the redevelopment of the Project Site will include all related site improvements including landscaping, stormwater features, and such other facilities in accordance with the Project Description; and

WHEREAS, the Project shall also incorporate certain sustainability design features as well as a

street-facing sculpture; and

WHEREAS, prior to construction of the Project, a K. Hovnanian Affiliate, K. Hovnanian at the Views at Wesley Lake Urban Renewal, LLC, intends to acquire the Project Site and assume all obligations of the Entity; and

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

WHEREAS, the Application, along with a presentation covering both the Project, was reviewed by the Technical Review Committee (the “**TRC**”) at public meetings on September 3, 2025 and October 1, 2025, and the Entity, through the revision and resubmission of the project description and concept plans, has addressed comments verbally received from the TRC and comments set forth in a report received from the TRC dated October 16, 2025 (the “**TRC Report**”); and

WHEREAS, the Application, along with a presentation, was also preliminarily reviewed by the Governing Body at a public meeting held on December 10, 2025; and

WHEREAS, other details of the Project not otherwise specifically addressed shall be addressed by the Planning Board, including but not limited to engineering, additional landscaping, if any, and other such components; and

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

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

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

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

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

necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor’s consent to any such changes thereto.

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

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

Section 6. Referral to the Planning Board. This matter is referred to the Planning Board for appropriate review and approvals in accordance with the provisions of the Redevelopment Plan and Municipal Land Use Law.

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

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

SUBSEQUENT DEVELOPER AGREEMENT
BY AND BETWEEN
THE CITY OF ASBURY PARK, AS REDEVELOPMENT ENTITY,
ASBURY PARTNERS, LLC, AS MASTER DEVELOPER
AND APW REDEVELOPER, LLC
AS SUBSEQUENT DEVELOPER

Dated: _____, 2026

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SUBSEQUENT DEVELOPER AGREEMENT

THIS SUBSEQUENT DEVELOPER AGREEMENT made this _____
_____ 2026 by and between

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

AND

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

AND

APW REDEVELOPER, LLC with principal offices located at 1089 Ocean Avenue, Third Floor, Asbury Park, New Jersey 07712 (the “**Entity**” and, collectively with the City and Master Developer, each, a “**Party**” and collectively, the “**Parties**”), a New Jersey limited liability company qualified, or to become qualified, to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, *et. seq.* (the “**Tax Exemption Law**”), along with its permitted successors and/or assigns.

WITNESSETH

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

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

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

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

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

WHEREAS, pursuant to the Act, including Section 8 thereof, a municipality is permitted to contract with a redeveloper to develop redevelopment projects, pursuant to a redevelopment plan, within an area in need of redevelopment, as all such terms are defined in the Act; and

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

WHEREAS, on June 13, 2018, the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on August 1, 2018, the parties executed the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “First Amendment” and the “Amended and Restated Redeveloper and Land Disposition Agreement” together with any subsequent amendment shall be referred to as the “**Redeveloper Agreement**,” a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any person or entity wishing to redevelop their property or a property in which they have a beneficial interest shall first be designated as a Subsequent Developer” by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity has submitted to the Master Developer and the City a subsequent developer application (the “**Application**”), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to develop the property identified as Block 3802, Lot 1 on the tax maps of the City and the concept plans attached hereto, being approximately .785-acres and located within a block bounded by Cookman Avenue, Wesley Lake Drive, Lake Avenue, and St. James Place, all within the Redevelopment Area (the “**Project Site**” or the “**Property**”); and

WHEREAS, the Entity proposes to construct twenty-seven (27) for-sale residential condominium units (the “**Units**”, and each, a “**Unit**”) within a four (4) story multi-family building that steps down to one story at the southwest corner, consisting of three (3) stories of residential units above a one (1) story parking garage, together with all related site improvements as further described herein (collectively, the “**Project**”) in accordance with the narrative project description and concept plans collectively attached hereto as Exhibit A (“**Project Description and Concept Plan**”), subject to the approval by the City’s Planning Board to be obtained for the Project, and in further accordance with all Governmental Approvals (as defined herein); and

WHEREAS, the Units will be apportioned between approximately two (2) one-bedroom units, ten (10) two-bedroom units, and fifteen (15) three-bedroom units, and will have access to a storage amenity and a roof deck; and

WHEREAS, the total number of parking spaces to be provided for the Project is anticipated to be approximately forty-two (42) parking spaces within the garage which shall be located within the first story of the building and shall be screened from street view; and

WHEREAS, in addition to the building on the Project Site, the Project will include landscaping, stormwater features, including rain gardens, and such other facilities in accordance with the Project Description, such as a landscaped seating plaza and a street-facing sculpture of suitable size given the location; and

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

WHEREAS, the Application, along with a presentation, was reviewed by the Technical Review Committee (the “TRC”) at public meetings on September 3, 2025 and October 1, 2025, and the Entity, through the revision and resubmission of the Project Description and concept plans, has addressed comments verbally received from the TRC and also the comments set forth in a report received from the TRC dated October 16, 2025 (the “TRC Report”) a copy of which is attached hereto as Exhibit A-2; and

WHEREAS, the Application, along with a presentation, was also preliminarily reviewed by the Governing Body at a public meeting held on December 10, 2025; and

WHEREAS, the Governing Body has determined that the Project Description, including the concept plans, attached hereto as Exhibit A, satisfies all of the TRC’s comments; and

WHEREAS, other details of the Project not specifically addressed herein or by the TRC shall be addressed by the Planning Board, including but not limited to engineering, additional landscaping, and other such components; and

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

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

ARTICLE 1 DEFINITIONS

1.01 Definitions. As used in this Subsequent Developer Agreement the following terms shall have the meanings ascribed thereto in the recitals above, or ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall

include the singular. Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter. Unless otherwise noted, the words “include,” “includes” and “including,” when used in this Agreement, shall be deemed to be followed by the phrase “without limitation.” The words “agree,” “agreements,” “approval” and “consent,” when used in this Subsequent Developer Agreement, shall be deemed to be followed by the phrase “which shall not be unreasonably withheld, conditioned or unduly delayed,” except or unless the context may otherwise specify. All references to Sections or Articles shall refer to Sections or Articles in this Subsequent Developer Agreement unless otherwise specified.

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

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

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

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

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

“**Apprenticeship**” shall be defined as set forth in Section 3.03(l)(iii) of this Subsequent Developer Agreement.

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

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

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

“**CAFRA Permit**” shall be defined as set forth in Section 3.03(n) of this Subsequent Developer Agreement.

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

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

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

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

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

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

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

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

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

“**Entity**” shall be defined as set forth in the preamble and shall expressly include (i) any permitted transferee upon assignment of the Agreement pursuant to Section 5.02; and (ii) any urban renewal entity affiliate of the Entity that executes the Financial Agreement for the Project.

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

“**Event of Force Majeure**” shall mean an enforced delay in the performance of obligations of a Party to this Subsequent Developer Agreement arising from causes beyond that Party’s

reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of the public enemy, acts or omissions of the other parties (including litigation by third parties), fires, floods, epidemics, quarantine restrictions, freight, energy shortages, embargoes, unusual or severe weather, or delays of contractors, subcontractors or material suppliers due to any of the foregoing such causes.

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

“**Financial Agreement**” shall mean that certain agreement by and between the City and an urban renewal entity affiliate of the Entity, required to be executed prior to Commencement of Construction, for a long term tax exemption applicable to the Project, pursuant to the Tax Exemption Law (as defined herein).

“**Good Faith Efforts**” shall be defined as set forth in Section 3.03(1)(v) of this Subsequent Developer Agreement.

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

“**Governmental Approvals**” shall mean all unappealable government permits, including, unless otherwise expressly noted herein, Building Permits, licenses, consents and approvals necessary for the development, construction, lease, sale, occupancy or completion of the Project, or any part thereof, issued by or on behalf of any government and issued in reliance on the Applications for Government Approvals and including approvals from any utility supplier.

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

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

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

“**Infrastructure Component Report**” shall be defined as set forth in Section 2.02(d) of this Subsequent Developer Agreement.

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

“**Institution**” shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an investment and asset management company (whether acting in its own name or through a fund or entity established and managed by such company), an educational institution or a state, municipal or similar public employee’s welfare, pension or retirement system or any other corporation or organization subject to supervision and regulation by the insurance or

banking departments of the State or of the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments, provided such Institution (i) has a net worth of not less than \$100,000,000 or assets of at least \$1,000,000,000; or (ii) in the case of an investment and asset management company, has historical investments exceeding \$1,000,000,000 and can demonstrate sufficient capital for the Project. Star Holdings and Safehold Inc. are deemed to be an Institution. A wholly owned affiliate of Star Holdings or Safehold Inc. funded in whole or in part by Star Holdings or Safehold Inc. is also deemed to be an Institution. Participatory lending arrangements among Institutions shall be permitted.

“**Internship**” shall be defined as set forth in Section 3.03(l)(ii) of this Subsequent Developer Agreement.

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

“**Land Bank**” shall be defined as set forth in Section 5.02 of this Subsequent Developer Agreement.

“**Local Labor**” shall mean entry-level and journey level (or above) workers residing, reasonably evidencing residence in the City of Asbury Park, in the appropriate building trades, who are authorized to work in the United States of America as verified via Form I-9 published by the United States Department of Homeland Security

“**Local Workforce Requirements**” shall be defined as set forth in Section 3.03(l).

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

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

“**Municipal Sewer Connection Fee**” shall be defined as a payment to the City to connect to the municipal sewer for each equivalent dwelling unit at the time that a construction permit is requested, in an amount as established by the City’s Rate Schedule in effect at the time that service is requested.

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

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

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

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

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

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

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

“Progress Report” shall be defined as set forth in Sections 3.03(l)(v)(iii) and 4.05 of this Subsequent Developer Agreement.

“Project” shall be defined as set forth in the preamble and described in Exhibit A.

“Project Description” shall be defined as set forth in the preamble and described in Exhibit A.

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

“Project Schedule” shall be defined as set forth in Exhibit B.

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

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

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

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

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

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

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

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

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

“Required Infrastructure” shall be defined as set forth in Section 4.04(d) of this Subsequent Developer Agreement.

“ROW Work” shall be defined as set forth in Section 4.04(c) of this Subsequent Developer Agreement.

“Sales and Construction Trailer Plan” shall be defined as set forth in Section 4.04(c) and attached hereto as Exhibit D of this Subsequent Developer Agreement.

“Sculpture” shall be defined as set forth in Section 3.03(t) of this Subsequent Developer Agreement.

“Scholarship” shall be defined as set forth in Section 3.03(l)(iv) of this Subsequent Developer Agreement.

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

“State” shall mean the State of New Jersey.

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

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

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

“Tax Exemption Law” shall be defined as set forth in the preamble.

“Temporary ROW Use Plan” shall be defined as set forth in Section 4.04(c) and attached hereto as Exhibit D-1 of this Subsequent Developer Agreement.

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

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

“TRC Report” shall be defined as set forth in the preamble and a copy of which is attached hereto as Exhibit A-2.

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

“**Uniform Construction Code**” means the State Uniform Construction Code Act, *N.J.S.A. 52:27D-119 et seq.*, and the accompanying Regulations for the New Jersey Uniform Construction Code, *N.J.A.C. 5:23-1.1 et seq.*, as same may be amended from time to time.

“**Workforce Compliance Report**” shall be defined as set forth in Section 3.03(l)(vi)(i) of this Subsequent Developer Agreement.

“**Workforce Information Session**” shall be as set forth in Section 3.03(l)(v) of this Subsequent Developer Agreement.

ARTICLE 1A DESIGNATION AS SUBSEQUENT DEVELOPER

1A.01 Designation of Subsequent Developer. On the Effective Date of this Subsequent Developer Agreement, the Entity shall be hereby designated as a Subsequent Developer pursuant to the terms and conditions of the Redevelopment Plan, as amended, the Redevelopment Agreement, as amended, and this Subsequent Developer Agreement. This designation shall terminate upon the first of the following to occur: (i) the Outside Approvals Date (but only if all conditions subsequent set forth in Section 6.01 hereof are not satisfied on or before such date), *without any further action of any Party hereto*, unless all Parties take action (before or after the Outside Approvals Date) to extend the Outside Approvals Date; (ii) upon the issuance of a Certificate of Completion as set forth in Section 4.07; (iii) upon mutual termination by the Parties; (iv) upon an Event of Default, pursuant to the terms in Article 6; or (v) if the Purchase and Sale Agreement for the Property among Asbury Partners, LLC (an affiliate of the Entity) (as Seller) and K. Hovnanian New Jersey Operations, LLC (as Purchaser) is terminated for any reason prior to K. Hovnanian New Jersey Operations, LLC taking title to the Property.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

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

- (a) The Redevelopment Plan has been duly adopted in compliance with all Applicable Laws and is currently in full force and effect;
- (b) The City has the legal power, right and authority to enter into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder and has duly executed this Subsequent Developer Agreement;
- (c) All requisite action has been taken by the City and all requisite consents have been obtained in connection with the entering into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, and the consummation of the transaction contemplated hereby, and to the best of the City’s

knowledge and belief are authorized by all Applicable Laws. To the best knowledge of the City, there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the City entering into or performing its obligations under this Subsequent Developer Agreement;

- (d) This Subsequent Developer Agreement has been duly executed by the City, and is valid and legally binding upon the City and enforceable in accordance with its terms pursuant to all Applicable Laws and the execution and delivery thereof does not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a Party or by which it is bound; and
- (e) The City represents that to the best of its knowledge and belief, there is no action, proceeding or investigation now pending or threatened, nor any basis therefor, known or believed to exist which questions the validity of this Subsequent Developer Agreement.

2.02 Representations and Warranties of the Master Developer. The Master Developer hereby makes the following representations and warranties:

- (a) The Master Developer has the legal capacity to enter into this Subsequent Developer Agreement;
- (b) The Master Developer is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Master Developer's behalf;
- (c) To the best of the Master Developer's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Master Developer pursuant to this Subsequent Developer Agreement; and
- (d) To the best of the Master Developer's knowledge and belief, after diligent inquiry, the Master Developer's execution and delivery of this Subsequent Developer Agreement will not constitute a violation of: (i) the "Amended and Restated Redeveloper and Land Disposition Agreement," dated October 28, 2002, as amended by the First Amendment to the "Amended and Restated Redeveloper and Land Disposition Agreement," approved by the City Council on June 13, 2019, and effective August 1, 2018; (ii) the Subsequent Developer Agreement Among the City of Asbury Park, Madison Asbury Retail, LLC, and Asbury Partner, LLC, dated June 1, 2010; (iii) the ordinance finally adopted by the City on February 13, 2013 and entitled "AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETSCAPE, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL

AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF,” (the “**Original Infrastructure Ordinance**”), as amended on June 13, 2018 by Ordinance No. 2018-20 (the “**Infrastructure Ordinance**”); and (iv) the Infrastructure Component Report last adopted by the City by resolution on June 13, 2018 (the “**Infrastructure Component Report**”).

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

- (a) The Entity has the legal capacity to enter into this Subsequent Developer Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as same applies to the Project as of the date of this Subsequent Developer Agreement;
- (b) The Entity is duly organized and is a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Entity’s behalf;
- (c) To the best of the Entity’s knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Entity pursuant to this Subsequent Developer Agreement; or (ii) is likely to result in a material adverse change in the Entity’s property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Subsequent Developer Agreement;
- (d) The Entity’s execution and delivery of this Subsequent Developer Agreement and its performance hereunder will not constitute a violation of any operating, partnership, shareholder and/or similar agreement of the Entity or of any agreement, mortgage, indenture, instrument or judgment, to which the Entity is a Party;
- (e) To the best of the Entity’s knowledge and belief after diligent inquiry all information and statements included in any information submitted to the City and its agents by the Entity, are true and correct in all material respects. The Entity acknowledges that the facts and representations contained in the information submitted by the Entity are a material factor in the decision of the City to enter into this Subsequent Developer Agreement;
- (f) The cost and financing of the Project will be the responsibility of the Entity; and
- (g) The Entity is financially and technically capable of financing, designing, constructing, operating, and maintaining the Project in accordance with its obligations under this Subsequent Developer Agreement.

ARTICLE 3
COVENANTS AND RESTRICTIONS

3.01 Covenants and Restrictions of the City.

- (a) The City covenants that it will comply with all Applicable Laws.
- (b) The City covenants to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Subsequent Developer Agreement, and to execute any documents required to obtain such approvals and otherwise to cooperate with the Entity with respect to the Governmental Approvals. The City further covenants and agrees to cooperate with Entity with respect to construction inspections and permitting during the construction of the Project and to help facilitate the scheduling of on-site inspections during the construction of the Project.
- (c) Upon request by the Entity to condemn any restrictions on the real property constituting the Project Site initially imposed by James Bradley, the rights to which, if any, being held by his heirs, successors and assigns, the City agrees to exercise the power of eminent domain in accordance with applicable law on such terms and conditions as are acceptable to the City in its sole discretion at the time of the request.

3.02 Covenants and Restrictions of the Master Developer

- (a) Master Developer covenants that it will assist with and participate in a coordinated defense with the City in the event of litigation related to the validity of this Subsequent Developer Agreement, so long as said defense does not involve litigation against an affiliated entity of Master Developer.
- (b) The Master Developer covenants that it has reviewed the Application in good faith and has found it acceptable for the purpose of entering into this Agreement, subject to certain conditions set forth herein.

3.03 Covenants and Restrictions of the Entity.

- (a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan, the Project Description, and as approved by the Planning Board.
- (b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless in accordance with Section 5.02 or Section 5.03 of this Agreement, or unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes. Nothing hereunder shall be deemed to prohibit the Entity from subjecting the Property to the condominium form of ownership, including customary terms and restrictions as to same, pursuant to the New Jersey Condominium Act, N.J.S.A. 46:8B-1, *et seq.*

- (c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project. The Entity shall also maintain in good condition, and if necessary replace, (i) any landscaping required to be planted on the Project Site pursuant to the Final Site Plan and (ii) street trees within the adjacent right-of-way after initial planting by the Master Developer. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc., free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.
- (d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.
- (e) The Entity shall, in order to effectuate the purposes of this Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, this Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.
- (f) The Entity shall, upon Completion of Construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project, for the purposes contemplated hereby.
- (g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under this Subsequent Developer Agreement for a period of more than one hundred and twenty (120) consecutive days, provided, however, that a suspension of the performance of its obligations under this Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of this Subsequent Developer Agreement.
- (h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.
- (i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Subsequent Developer Agreement.
- (j) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.

- (k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.
- (l) Opportunities for Local Residents During Construction. In constructing the Project, Entity agrees to make Good Faith Efforts (as defined below in this Section 3.03(l)) to meet the following local workforce requirements (collectively “**Local Workforce Requirements**”):
- i. Local Labor. Hire no less than fifteen percent (15%) of its Construction Labor Force from Local Labor;
 - ii. Internships. Establish two (2) paid internships in the fields of property management, real estate development, or construction management with the Entity, an affiliate of the Entity, the general contractor for the Project or any subcontractor or then known tenants/operators of the Project (“**Internships**”);
 - iii. Apprenticeships. Establish three (3) apprenticeships, with the Entity, an affiliate of the Entity, the general contractor for the Project, or any subcontractor or the then known tenants/operators of the Project where the individual is provided practical experience under the supervision of skilled workers of a trade, art or calling in the construction field (“**Apprenticeships**”). Those awarded Apprenticeships must be at least eighteen (18) years of age, except where a higher minimum age standard is otherwise fixed by law; and
 - iv. Scholarships. Establish four (4) scholarships in the amount of \$5,000 each, to be used in the discretion of the recipient for vocational or academic education (“**Scholarships**”). Only those who have successfully completed the Internships or Apprenticeships identified above shall be eligible for the scholarship.
 - v. Good Faith Efforts. “**Good Faith Efforts**” to meet the Workforce Requirements shall include the following action identified in (i) through (iii):
 - i. Construction Meeting. At least sixty (60) days prior to the Commencement of Construction of the Project, Entity shall notify the City Manager, Director of Community Development, and the Director of Planning and Redevelopment of an anticipated start date for Commencement of Construction. Entity, together with its general contractor (and any subcontractors, if desired by the Entity), shall attend the construction meeting pertaining to Resolution compliance, which shall also be attended by the Director of Community Development for the purpose of reviewing the Local Workforce Requirements set forth herein, with the Entity.

- ii. Workforce Information Sessions. Prior to commencing the construction of the foundations, Entity shall hold two (2) Workforce Information Sessions (each a “**Workforce Information Session**”) for City residents at a location within the City of Asbury Park’s West Side neighborhood, located to the west of Main Street in Asbury Park. One workforce session shall take place in the evening on a weeknight and the other shall be on a weekend from the hours of 1 PM to 3 PM. The Entity shall also advertise the Workforce Information Session in the Asbury Park Press and The Coaster, at least fourteen (14) days before the Workforce Information Session, which commercial advertisement shall be full size advertisements and include the date, time, and place of the Workforce Information Session, as well as a listing of the types of jobs available, approximate number of jobs available, and approximate hourly pay rate. The advertisements shall also indicate the availability of Apprenticeships, Internships, and Scholarships, generally. At that time, the Entity shall also notify the City Manager, the Director of Community Development, and the Director of Planning and Redevelopment of the need to attract Local Labor, and provide a copy of the advertisements. The City may distribute the notice to the Career Centers at Asbury Park High School, the regional Vocational/Technical School, the Career Center at Brookdale Community College and local West Side and Main Street businesses, community organizations and houses of worship that want to receive notice of the Workforce Information Session.
- iii. Progress Reports. Within thirty (30) days after the final Workforce Information Session, the Entity shall provide to the City Manager, the Director of Community Development, and the Director of Planning and Redevelopment, an initial, detailed report of its efforts to employ Local Labor on the Project, and a list Local Labor individuals who attended the Workforce Information Session, with certain personal identifiers redacted, as may be required. In any Progress Report to be submitted to the City in connection with the Project, as may be otherwise required in this Agreement, the Entity shall include pertinent information regarding its Good Faith Efforts to comply with the Workforce Requirements.

vi. Compliance Evaluation

- i. At least sixty (60) days prior to the time that the Entity anticipates requesting a Final Certificate of Zoning Compliance for the Project, the Entity shall provide a final, detailed report of its efforts to comply with the Workforce Requirements to the City Manager, the Director of Community Development, and the Director of Planning and Redevelopment in accordance with Section 4.05, which report shall include the names of the individuals that were awarded Internships, Apprenticeships, and Scholarships; a report from the Entity’s general

contractor listing the number of individuals constituting Local Labor that worked on the Project; and sufficient evidence for the City to review the Entity's "Good Faith Efforts" ("**Workforce Compliance Report**"). Within thirty (30) days of the City's receipt of the Workforce Compliance Report, the Director of Community Development shall evaluate same and provide a report to the Mayor and City Council accordingly.

- ii. Should the Entity have failed to comply with all of the Good Faith Efforts, or failed to provide adequate documentation evidencing its Good Faith Efforts in items (i) through (iii) above to the satisfaction of the Mayor and City Council of the City of Asbury Park, the Entity shall be required to promptly, on written notice from the City, make a payment to the Asbury Park Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council, in the amount of \$10,000.00 for each Local Labor position, each Apprenticeship and each Internship that it was unable to fill in order to meet the requirements set forth above. No remedy other than payment into the specified fund shall be required of the Entity. If such payment is required, a Certificate of Completion shall not be issued to the Entity until such payment is deposited into the specified fund.
- iii. If the Entity has complied with all of the Good Faith Efforts, and has provided adequate documentation evidencing its Good Faith Efforts in terms of (i) through (iii) above to the satisfaction of the Mayor and City Council of the City of Asbury Park, then no payment shall be due, and the Entity shall be deemed to have complied with this Section 3.03, for the purposes of the issuance of a Certificate of Completion.
- iv. If the Entity is unable to find qualified applicants to meet the Scholarship requirements set forth above, the Entity shall pay the City an amount equal to the unfilled scholarships, which monies shall be deposited to the City's Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council.

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

- i. The Entity shall disseminate information within the City and the County of Monmouth concerning opportunities for women and minority contractors, vendors and suppliers prior to the anticipated Commencement of Construction of the Project.

- ii. Hold the Workforce Information Session, in coordination with the City Manager or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage women and minority contractors/subcontractors to bid on the Project. Additionally, the Entity shall provide any published notice or advertisement regarding the workforce opportunities arising out of the Project under this Section 3.03 (l) to the City for translation from English to Spanish and Haitian Creole. If the City translates any notice within seven (7) business days of receipt to Spanish or Haitian Creole, the Entity shall publish it in advance of the Workforce Information Session.
 - iii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage women and minorities, in the construction of the Project.
- (n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2 (“**CAFRA Permit**”) issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit. The Entity acknowledges and agrees that only the City and Master Developer and its affiliates are permitted to seek modification of the CAFRA Permit, provided that the City and Master Developer agree not to modify the CAFRA Permit in a manner that prohibits, delays, or imposes additional costs or obligations upon, the construction of the Project as designed by the Entity.
- (o) The Entity shall record the Declaration of Covenants and Restrictions in the office of the Monmouth County Clerk.
- (p) The Entity shall indemnify the City as set forth in Section 9.10 hereof.
- (q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial issuance or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3.03(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs or continuing disclosure shall survive the termination of this Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.
- (r) The Entity, and not the Master Developer, shall pay the deficiency amount (as defined in the Infrastructure Ordinance) applicable to the Project (the “**Deficiency Amount**”), if any, and the Special Assessment Agreement shall provide as such. The Entity’s obligation to pay this Deficiency Amount shall survive the termination of this Subsequent Developer

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

- (s) The Entity shall ensure that any agreements with its lessees, assigns, and transferees (other than purchasers of completed residential units) shall reflect the covenants set forth in Section 3.03 herein.
- (t) The Entity shall submit a design proposal for a street-facing sculpture (the “**Sculpture**”) for review and approval by the Asbury Park Public Arts Commission in accordance with the City’s then-applicable public art review procedures. The Sculpture shall be suitable in size for the chosen location in the garden area, the approximate location of which is depicted in Exhibit A-3. The Entity shall be responsible for prosecuting such review and any required resubmissions, and, unless the Master Developer elects in writing to assume responsibility as provided below, the Entity shall, at its sole cost and expense, pay for and cause the installation of the Sculpture; provided, however, that the Master Developer may, upon written notice to the Entity, elect to pursue such Public Arts Commission approval for the Sculpture, in which event (i) the Entity shall reasonably cooperate with the Master Developer; (ii) the Master Developer shall, at its sole cost and expense, pay for and cause the installation of the Sculpture; and (iii) the parties shall coordinate the timing and means of any installation so as not to unreasonably interfere with construction sequencing or site safety and Master Developer shall use good faith efforts to do so within the same timeframe as the Required Infrastructure. The pendency, outcome, or timing of Public Arts Commission review shall not (a) delay or extend any milestone or deadline under this Subsequent Developer Agreement; (b) constitute an Event of Default by the Entity or the Master Developer, as applicable, by reason of such pendency, outcome, or timing; or (c) be deemed a condition to the issuance of any Building Permit or Certificate of Occupancy.

3.04 Effect of Covenants.

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

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

3.05 Enforcement by City or Master Developer. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City, the Master Developer, and their successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.03, both for and in their own right, but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City and, as applicable, the Master Developer for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or Master Developer has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City and the Master Developer shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies as set forth in Article 6 of this Subsequent Developer Agreement.

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

3.07 Termination of Declaration. The Declaration of Covenants and Restrictions may be terminated by recordation of a Certificate of Completion or if the Subsequent Developer Agreement is terminated by mutual agreement of the parties or by default. In the event that the Subsequent Developer Agreement is terminated, the Parties shall prepare a release of the Declaration for execution for purposes of terminating same.

ARTICLE 4 PROJECT IMPLEMENTATION

4.01 General Scope of Project. It is understood and agreed by and between the Parties that the Entity has the right to develop the Project Site with the Project consistent with the terms of the Entity's Subsequent Developer's Application, Applicable Laws, Governmental Approvals, the Redevelopment Plan, the Redeveloper Agreement, the Project Description, and the Project Schedule, annexed hereto as Exhibit B, and this Subsequent Developer Agreement. The Parties acknowledge the Entity's right to make non-material changes to the Project, including, but not limited to, as required by the Planning Board.

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

4.03 Application for Governmental Approvals for Project Site. The Entity shall use commercially reasonable efforts to submit, within sixty (60) days of the Effective Date: (i) a complete application for preliminary and final major site plan approval to the City's Planning Board; (ii) an application to the New Jersey Department of Environmental Protection for CAFRA Permit compliance review; and (iii) an application to Monmouth County for site plan and subdivision approval, or a letter of no interest, as applicable. The Entity shall diligently prosecute to conclusion, all Applications for Government Approvals necessary for the financing, development, construction, operation, and maintenance of the Project Site. On or by September 9, 2027, the Entity shall obtain all Governmental Approvals, excluding Building Permits for the Project (the "**Governmental Approval Period**"). The date that the Entity obtains all Governmental Approvals, excluding Building Permits for the Project, is known as the "**Governmental Approval Date.**" The Entity shall obtain Building Permits for the Project within one hundred and twenty (120) days after the Governmental Approval Date and the date on which the City issues the first Building Permit shall be known as the "**Building Permits Approval Date.**"

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

- (a) Commencement of Construction for the Project. No later than sixty (60) days after the Building Permits Approval Date, the Entity shall Commence Construction of the Project; provided, however, that the Entity shall not Commence Construction prior to the occurrence of all conditions subsequent set forth in Section 6.01(a) – (c) hereof; except that the Entity may Commence Construction prior to the execution of the Special Assessment Agreement.
- (b) Completion of Construction of the Project. No later than two (2) years after the Commencement of Construction, the Entity shall Complete Construction of the Project, as well as any other components of the Project.
- (c) Site Access, Logistics, and Construction Mitigation.
 - i. The Entity shall construct the Project in accordance with the Sales and Construction Trailer Plan (which reflects the utilization and location of trailers) attached hereto as Exhibit D ("**Sales and Construction Trailer Plan**") and the Temporary ROW Use Plan attached hereto as Exhibit D-1 ("**Temporary ROW Use Plan**"). The City

agrees to the utilization of the public right-of-way but only as specifically set forth in Exhibit D-1 and as set forth below.

- ii. In furtherance of the foregoing, and consistent with Exhibit D, at the inception of construction of the Project, the Entity shall place and maintain the sales trailer and construction trailer on the Project Site adjacent to the Lake Avenue right-of-way, at the location depicted on the Sales and Construction Trailer Plan;
 - iii. Consistent with Exhibit D-1, the Entity will require temporary use of the right-of-way as shown in the Temporary ROW Use Plan (“**ROW Work**”). The ROW Work will be phased and limited to avoid disruption to City operations, particularly in the summer season, as set forth in Exhibit D-1 and shall be Completed within the same period set forth in Section 4.04(b). The Entity shall compensate the City for any parking space interference during construction pursuant to the City’s Waterfront Meter Rate/Ordinance.
- (d) Infrastructure. It is understood and agreed that Entity is not completing the final improvements in the public rights-of-way adjoining the Project, as set forth in the Infrastructure Component Report, as that remains the responsibility of the Master Developer pursuant to the Redeveloper Agreement. Master Developer shall be obligated to install any incomplete public infrastructure that is the responsibility of the Master Developer under Section 4(b) of the First Amendment to the Redevelopment Agreement and that is required in order to construct and operate the Project (“**Required Infrastructure**”). The Entity and Master Developer shall coordinate the scheduling and sequencing of the Master Developer’s construction of all Required Infrastructure under the Infrastructure Component Report, such that Master Developer will complete the Required Infrastructure no less than ninety (90) days prior to the date on which the Entity anticipates applying for a temporary certificate of occupancy for the first residential unit, unless Master Developer and the Entity agree on a different mutually acceptable schedule during construction. If, after Master Developer completes the Required Infrastructure, the Entity damages any component of the Required Infrastructure, the Entity shall be responsible, at its sole expense, for restoring the damaged Required Infrastructure promptly, and before receiving a Certificate of Occupancy for the final Unit.
- (e) Sustainability Features. The Entity shall exercise good faith efforts to incorporate sustainability design features into the Project sufficient for LEED Silver Certification with such standards set by the U.S. Green Building Council (USGBC); such features may include but are not limited to electric vehicle charging readiness, energy efficient mechanical equipment, low flow plumbing fixtures, green stormwater management components, and infiltration systems for groundwater recharge. A preliminary checklist of certain sustainability features to be incorporated into the Project is attached hereto as Exhibit F. For the avoidance of doubt, the Parties acknowledge and agree that actual certification from the USGBC is not required hereunder and the attached LEED Checklist may be revised by the Entity to reflect final design changes (although the total values achieved under any such revised LEED Checklist will still meet the specified value).

4.05 Progress Reports.

- (a) Entity Reporting Requirements. For so long as this Subsequent Developer Agreement shall remain in effect, the Entity shall, without the need for a written request, provide quarterly reports to be submitted on February 1, May 1, August 1 and November 1 of each year, to the City Manager and Master Developer, as to the actual progress of the Entity with respect to: (i) the acquisition of Government Approvals; (ii) Commencement of Construction of the Project; (iii) Completion of Construction of the Project; (iv) Opportunities for Local Residents, Women and Minorities required by Sections 3.03(l), (m) and compliance with the CAFRA Permit as set forth in Section 3.03(n); (v) the incorporation of sustainability features into the Project; and (vi) such other matters consistent with this Subsequent Developer Agreement as the City shall reasonably request be addressed in such reports.
- (b) Outcome Assessments. The Entity hereby agrees to provide written reports to the City one year after the Completion of Construction of the Project, with respect to the internships, apprenticeships and scholarships, as described in Section 3.03 above, detailing the number of people who participated, the number who successfully completed the program, the number who were hired in the respective field as a result of the program, their job titles, and whether they were still employed in those positions as of the date of the outcome assessment.

4.06 Extensions. Extensions for deadlines set forth in Article 4 and Article 6 shall be as follows. All deadlines contained herein shall be reasonably extended as a matter of right in the event of any Event of Force Majeure. It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Entity shall be extended for a reasonable period not less than the period of the forced delay.

4.07 Certificate of Occupancy and the Certificates of Completion.

- (a) Upon Completion of Construction, pursuant to Section 4.04 with respect to a Unit in the Project, the Entity shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for the Project. Notwithstanding anything in this Agreement to the contrary, upon the issuance of a Certificate of Occupancy by the City for a particular Unit in the Project and upon sale of that Unit to a third-party buyer by the Entity, the third-party unit purchaser shall have no responsibility or obligation under this Agreement.
- (b) Following the issuance of all of the final Certificates of Occupancy for the Units in the Project (which shall be presumptive evidence of satisfaction of all requirements related to construction of the Project) and the satisfaction of the terms and conditions of this Subsequent Developer Agreement, and upon request for the same by the Entity, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Entity has performed all of its duties and obligations with respect to the Project under this Subsequent Developer Agreement and has completed construction of the Project in accordance with the requirements of this Subsequent Developer Agreement (“**Certificate of Completion**”). The Certificate of Completion (which shall be

in recordable form) shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants including without limitation the covenants in Article 3 (but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement), with respect to the Project in this Subsequent Developer Agreement and the Redevelopment Plan with respect to the obligations of the Entity to construct the Project within the dates for completion of same.

Within thirty (30) days after written request by the Entity, the City shall provide the Entity with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that the Entity has failed to complete the Project and all other obligations of the Agreement relating to the Project, in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in the opinion of the City in order for the Entity to be entitled to the Certificate of Completion. Upon the issuance of a Certificate of Completion, the conditions that were found and determined to exist on the Project Site at the time the Project Site was determined to be in need of redevelopment, shall be deemed to no longer exist and the land and improvements thereon shall not be subject to eminent domain as a result of those determinations.

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

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

- (a) Sewer charges in the amount of \$3,220.00 per Unit in accordance with the Ordinance adopted February 2, 2005, to be paid in the manner and at the time set forth therein, which payment does not exempt the entity from paying a Municipal Sewer Connection Fee;
- (b) The Entity shall pay a Municipal Sewer Connection Fee as calculated by the City Engineer to be paid to the City before construction permits are issued;
- (c) Payment to the City of \$2,212.00 per Unit (which shall constitute a credit against the applicable Master Developer's obligation under Article 13 of the Redeveloper Agreement) to offset the costs of affordable housing and other community initiatives in the City, with one-half of such payment to be due to the City's Zoning and Planning Department at the time of application for Building Permits, and the other half of such payment to be due at the time of application for temporary or permanent certificates of occupancy. Once made, such payments shall not be refundable. For the purpose of calculating the credit against the Master Developer's obligation under Article 13 of the Redeveloper Agreement, the issuance of a Certificate of Occupancy for a Unit shall constitute proof that the Entity paid the affordable housing fee that was due for that Unit; and

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

(e) Special Assessment Agreement/RABs.

- i. The Entity hereby agrees and acknowledges that it has determined to enter into a special assessment agreement with the City pursuant to N.J.S.A. 40A:12A-66 of the RAB Law, as authorized by the Infrastructure Ordinance (the “**Special Assessment Agreement**”).
- ii. The Parties hereby agree that the Special Assessment Agreement shall be substantially in the form of the agreement attached to the Original Infrastructure Ordinance as Exhibit B, as amended by Ordinance No. 2018-20, the final form of which shall be acceptable to the Master Developer and so accepted in writing by the Master Developer prior to the authorization of such Special Assessment Agreement by the City and the Entity.
- iii. The Parties hereby agree that, for purposes of calculating the special assessment, the Special Assessment Agreement shall provide that the assumed sales prices of the Units until sold shall be those prices set forth in Exhibit E attached hereto, unless otherwise agreed to in writing by all Parties. Nothing shall prohibit the Entity from selling the Units for more than the assumed sales prices set forth in Exhibit E.
- iv. The Parties hereby agree that the first installment of the pledged portion of the special assessment under the Special Assessment Agreement shall commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility of a Unit for the issuance of a Certificate of Occupancy; and (ii) the expiration of the construction interest period on the RABs. As set forth in Section 6.01(d)(iii), the actual construction interest period (not to exceed two (2) years after issuance of the RABs) shall be selected by the Subsequent Developer no later than the execution of the Special Assessment Agreement, based upon its good faith estimate of the construction period for the Project. Nothing in this Section 4.09(e)(iv) shall affect the deadlines and timeframes set forth in Sections 4.03 and 4.04 hereof.
- v. The Parties hereby agree that the Entity, and not the Master Developer, shall be responsible for payment of the Deficiency Amount, if any, and the Special Assessment Agreement shall provide as such. The Entity’s obligation to pay any Deficiency Amount shall survive the termination of this Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final Unit, and shall be payable if and to

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

4.10 Refuse and Recycling. For so long as the Financial Agreement is in effect, the Entity or any successor, including future homeowner's associations, shall provide for the removal of refuse and recycling from the Project by a private hauler.

ARTICLE 5 PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

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

As a result of, but subject to, the terms of the preceding paragraph, prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, the Entity agrees for itself and any successor in interest that: (i) there shall be no transfer by any owner of any controlling interest in the Entity, or by any successor in interest to such owner of any interest in the Entity; (ii) nor shall any such owner or successor in interest suffer any such transfer to be made; and (iii) nor shall such owner or successor in interest make, or suffer to be made, any other change in ownership of any controlling equity interest in the Entity or in the relative distribution thereof between and among the owners, or with respect to the identity of the parties in control of the Entity, by any other method or means, whether by increased capitalization, merger with another corporation, partnership, or limited liability entity or otherwise, provided, however, that the managing member of K. Hovnanian at the Views at Wesley Lake Urban Renewal, LLC, which managing member is an affiliate of K. Hovnanian at the Views at Wesley Lake Urban Renewal, LLC, may without further action or consent by the City or City Council, transfer and

assign to a financial partner, membership interests in K. Hovnanian at the Views at Wesley Lake Urban Renewal, LLC, so long as said managing member (i) retains a membership interest in, and continues as the managing member of, K. Hovnanian at the Views at Wesley Lake Urban Renewal, LLC, (ii) the Project is branded as a K. Hovnanian community, and (iii) said managing member retains day-to-day management responsibility K. Hovnanian at the Views at Wesley Lake Urban Renewal, LLC. For purposes of this Subsequent Developer Agreement, the term “**owners**” is defined to include the interests of the members of the Entity, as the case may be, and the owners of such members, partners, or shareholders.

5.02 Exemptions from Prohibited Transfers. Notwithstanding the foregoing, following notice to and with the consent of the City which consent shall not be unreasonably withheld, conditioned or delayed, the following shall not constitute a prohibited transfer, for purposes of Section 5.01: The assignment by the Entity of its rights under this Subsequent Developer Agreement upon the following conditions: (i) the assignee of the Entity must be an entity controlling, controlled by, or under common control of the Entity, Star Holdings, Starfield Companies, or Safehold Inc.; (ii) the assignee of the Entity shall assume all of the obligations of the assignor Entity hereunder; (iii) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer; and (iv) such assignment does not violate any of the Governmental Approvals. Nothing contained herein shall prohibit the transfer of the Property, or of any rights under this Subsequent Developer Agreement to K. Hovnanian at the Views at Wesley Lake Urban Renewal, LLC, without further action or consent by the City or City Council, provided (i) K. Hovnanian at the Views at Wesley Lake Urban Renewal, LLC shall assume all of the obligations of the assignor Entity hereunder, and the Entity shall be released; (ii) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer; and (iii) such assignment does not violate any of the Governmental Approvals.

Notwithstanding the foregoing, Entity may utilize a Land Bank for the benefit of Entity, and such use shall not constitute a prohibited transfer, provided that Entity remains obligated for and undertakes and completes all Entity obligations hereunder. For the purposes of this paragraph, a “**Land Bank**” transaction shall mean the assignment to a third-party Institution in which the third-party Institution provides acquisition financing and/or development financing to Entity in a structure in which the third-party Institution acquires title to the Property from the current owner at closing and simultaneously enters into acquisition and development contracts for the Property with Entity. Notwithstanding any of the above, the Entity shall remain responsible for compliance with the Project Schedule and shall undertake the construction of the Project, making all day-to-day decisions regarding the construction of the Project, through the Completion of Construction. For purposes of clarification, the Parties agree that construction by any third-party shall be prohibited and construction shall be undertaken and managed by the Entity. At all times, the Entity shall remain responsible for the actions of the third-party Institution relative to this Subsequent Developer Agreement.

5.03 Transfer of Subsequent Developer Agreement. The Entity further agrees for itself, and its successors and assigns, that, prior to the completion of the Project, as evidenced by the issuance of a Certificate of Completion for the Project or any portion thereof, it will not make or

create, or suffer to be made or created, any sale, assignment, conveyance, lease or transfer in any other mode or form (collectively, the “**Transfers**”) of its interests in the Project Site or its interest in this Subsequent Developer Agreement or in this Project, or any part thereof that has not received a Certificate of Completion or any interest therein, without the prior written approval of the City, except as provided below, in the Financial Agreement, and otherwise in this Article 5.

5.04 Consent to Permitted Transfers.

- (a) The City and Master Developer hereby consent, without the necessity of further approvals from any entity, to the following Transfers: (i) any Mortgage or related security granted by the Entity to a Permitted Mortgagee (including an Institution, or Asbury Partners, LLC) for the purpose of obtaining the financing necessary to enable the Entity or any successor in interest to the Project Site or any part thereof, to perform its obligations under this Subsequent Developer Agreement with respect to Completion of the Project and any other purpose authorized by this Subsequent Developer Agreement; (ii) any Mortgage or Mortgages and other liens and encumbrances granted by the Entity to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project; (iii) any transfer of all or portions of the real property comprising the Project Site from its current owner to the Entity; (iv) any contract to sell a Unit in the Project to a purchaser and/or the sale of such Unit upon its completion and the issuance of a Certificate of Occupancy; (v) any lease or occupancy agreement(s) for all portions of the Project or the Project Site, provided that the same are in compliance with the Financial Agreement; and (vi) any easements, rights-of-way, or licenses contemplated to be recorded by the Entity in connection with the Governmental Approvals for the Project.
- (b) With respect to any of the Transfers listed in Section 5.04(a)(i)-(ii), the Entity shall provide to the City and to the Master Developer written notice of at least fifteen (15) days prior to such Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such Transfers.

5.05 Prohibition Against Speculative Development. Because of the importance of the Project to the general welfare of the community, the Entity represents and agrees that its undertakings pursuant to this Subsequent Developer Agreement will not be used for speculation in land holding. The Entity, or an assignee or transferee permitted by Section 5.02, as applicable, shall be responsible for the Project through the Completion of Construction and the receipt of a Certificate of Completion.

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

interests of the Entity and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Entity, their names and the extent of such interests.

ARTICLE 6 DEFAULT AND REMEDIES

6.01 Automatic Termination of Subsequent Developer Agreement. This Subsequent Developer Agreement, including, without limitation, the Entity's designation as a Subsequent Developer, shall automatically terminate, without any further action of any Party after notice and opportunity to cure in accordance with Section 6.02, 6.03, or 6.04 herein, as applicable, if each and every of the following conditions subsequent are not completed on or before the Outside Approvals Date:

- (a) Entity has obtained all Governmental Approvals, including the first of any Building Permits required to Commence Construction;
- (b) Financial Agreement is authorized, executed, and delivered by each of the Entity and the City;
- (c) Special Assessment Agreement, in form consented to by Master Developer in writing, is authorized, executed, and delivered by the City and the Entity; and
- (d) City issues one or more series of bonds (non-recourse to the City) pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 *et seq.* in connection with the Project ("**RABs**").
 - i. The terms and conditions of the RAB shall be in accordance with and as further set forth in the Redeveloper Agreement, including, without limitation: (1) the RABs shall be primarily secured by the pledged portion of the special assessment provided under the Special Assessment Agreement (the "**Pledged Special Assessment**"); (2) the RABs shall be issued on federally tax-exempt basis to the extent permitted by applicable law; and (3) the proceeds of the RABs shall be made available to the Master Developer for the construction of, or reimbursement for, infrastructure improvements benefitting the Project.
 - ii. Under the terms of the Indenture, the City has the obligation to issue the RABs upon, among other things, the receipt of all Governmental Approvals, including Building Permits, required to authorize the Commencement of Construction. The Master Developer intends to request that the City issue the RABs within sixty (60) days of the Building Permits Approval Date.
 - iii. The RABs shall have a reasonable construction interest period, not to exceed two (2) years from the date of issuance of the RABs. The RAB purchaser will determine whether to accrue interest during the construction period, or fund it (capitalized interest) with a portion of the proceeds of the RABs. The actual construction interest period (not to exceed two (2) years) shall be selected by the Subsequent

Developer no later than the execution and delivery of the Special Assessment Agreement, based upon the Subsequent Developer's good faith estimate of the construction period for the Project. Nothing in this Section 6.01(d)(iii) shall affect the deadlines and timeframes set forth in Sections 4.03 and 4.04 hereof.

- iv. For purposes of sizing the RABs, the assumed sales prices of the Units shall be those prices set forth in Exhibit E attached hereto, unless otherwise agreed to in writing by the Parties.
- v. The Indenture shall provide, at a minimum, that the RABs shall be non-callable, and that, to the extent the actual amount of aggregate Pledged Special Assessments payable by the owners of the Units upon sale of all Units (the "**Actual Pledged Special Assessments**") is greater than the amount of the Pledged Special Assessments assumed at the time of issuance of the RABs (the "**Projected Pledged Special Assessments**," and the difference between the Actual Pledged Special Assessments and the Projected Pledged Special Assessments, the "**Surplus Pledged Special Assessments**"), the City may, after receipt of a written request of the Master Developer, issue an additional series of RABs, to be primarily secured by the Surplus Pledged Special Assessments, and the terms and conditions of such RAB shall comport with (i)-(iv) above and this clause (v), to be set forth in the applicable indenture of trust. The use of the bond proceeds from any such issuance of RABs shall be as set forth in the Redeveloper Agreement.

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

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

- a. Failure of the Entity to observe and perform any covenant, condition, representation, warranty or agreement hereunder, specifically including failure to meet the milestones in Section 4.03 and Section 4.04 hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the Entity of written notice from the City or Master Developer specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the Entity is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

- b. The Entity shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Entity and shall not have been dismissed for a period of ninety (90) consecutive days; (iii) the Entity, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Entity has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; (v) the Entity shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Entity, and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Entity, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Entity, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Entity, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; or (ix) the Entity shall have suspended the transaction of its usual business for one hundred and twenty (120) consecutive days.
- c. The Entity or its successor in interest (except as to Units that have already been sold by Entity to a residential home buyer) shall: (i) fail to pay any real estate taxes, payments in lieu of real estate taxes, the fees and special assessments set forth in Section 4.09 herein, or any other governmental assessments on the Project Site or any part thereof when due and such failure shall continue for a period of ten (10) consecutive days after notice thereof; (ii)(A) place on the Project Site any encumbrance or lien unauthorized by this Subsequent Developer Agreement, or (B) suffer any levy or attachment to be made, or any construction liens that have not been adequately bonded or collateralized; or (iii) any other unauthorized encumbrance or lien to attach, and, with respect to (ii)(A) or (B), provision, satisfactory to the City for removal or discharge of such unauthorized encumbrance or lien shall not have been made within sixty (60) days after written demand by the City to do so.
- d. There is, in violation of this Subsequent Developer Agreement, a transfer or assignment as prohibited in Article 5.

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

- (a) Whenever any Event of Default by the Entity shall have occurred and be continuing beyond the applicable cure period, the City may terminate this Subsequent Developer Agreement, rescind any designation of the Entity as a Subsequent Developer or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement; provided that no remedy available to the City shall: (i) prohibit the Entity from completing sales of Units in the Project to contract purchasers in accordance with the terms of the public offering statement approved by the

New Jersey Department of Community Affairs; (ii) assert or impose liability on the Entity for special, indirect, consequential or punitive damages or assert or impose personal or individual liability on the affiliates, members, managers, officers and agents of the Entity; or (iii) adversely affect the security or payment of debt service on the RABs, if previously issued at the time of such termination. The Entity's retention of rights set forth in clause (i) above shall not in any way modify the timing or otherwise adversely affect the security or payment of debt service on the RABs, if previously issued; this includes, without limitation, the expiration of capitalized interest on the RABs.

- (b) Whenever any Event of Default by the Entity shall have occurred and be continuing, the Master Developer may make a written request to the City to exercise any remedies available to the City in the Event of Default by the Entity, as set forth in Section (a), which request shall not be unreasonably denied by the City. If the City does not undertake to enforce this Subsequent Developer Agreement, within one hundred and twenty days (120) days of receipt of the written request or at least thirty (30) days prior to the expiration of any applicable appeal period that may apply to such enforcement, whichever shall be shorter, Master Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement, provided, however that the limitations of liability and continuing and unaffected obligations regarding the payment of debt service on the RABs set forth in 6.04(a) above shall still apply.
- (c) In addition to, and not in limitation of, the remedies available to the City and to the Master Developer as set forth above, and notwithstanding any requirement of the City and the Master Developer to submit to binding arbitration to the contrary, the City or the Master Developer, as set forth above, may seek in a court of competent jurisdiction a temporary injunction or injunction to prevent: (i) any transfer or assignment not permitted pursuant to Article 5; or (ii) any action by the Entity in breach of covenants as set forth in Section 3.03(a) or 3.03(b).
- (d) Remedies of the Entity upon Event of Default. Whenever any Event of Default by the City or the Master Developer shall have occurred and be continuing, the Entity may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the City or the Master Developer under this Subsequent Developer Agreement.

6.05 Restoration of Status. In case any Party, as applicable, shall have proceeded to enforce its rights under this Subsequent Developer Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely any Party, as applicable, then and in every such case, the Parties shall be restored respectively to their respective positions and rights hereunder, and all rights, remedies and powers of the Parties shall continue as though no such proceedings had been taken.

6.06 Failure or Delay by Any Party. Except as otherwise expressly provided in this Subsequent Developer Agreement, any failure or delay by a Party in asserting any of its rights or

remedies as to any default, shall not operate as a waiver of any default, or any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

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

ARTICLE 7 COOPERATION AND COMPLIANCE

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

ARTICLE 8 MORTGAGE FINANCING; RIGHTS OF THE MORTGAGEE

8.01 Mortgage Financing. Neither the Entity nor the owner of the Property may obtain and record a Mortgage for the Project prior to the execution and recordation of the Special Assessment Agreement, unless (A) the Mortgage contains an explicit provision providing that it shall be subordinate to the Special Assessment Agreement; and (B) in the event a Mortgage is recorded against the Property prior to the recording of the Special Assessment Agreement, the Special Assessment Agreement shall include the agreement and acknowledgment of the mortgagee that the Mortgage lien is subordinate to the lien of the Special Assessment Agreement. For purposes of clarification and to remove any doubt, (X) no consent of the issuer of any Mortgage for the Project, or the purchase money mortgage financing any Unit within the Project, is required, so long as the Special Assessment Agreement has been recorded prior to the recording of any such Mortgage or purchase money mortgage and (Y) nothing in this Agreement in any way restricts any Mortgage or purchase money mortgage, to the extent desired or permitted by the Entity, from being recorded as first lien mortgages, subordinate only to the lien of the Special Assessment Agreement and other municipal liens. The Entity further agrees to provide a copy of any proposed Mortgage to the Master Developer at least five (5) days prior to the execution of said Mortgage. Thereafter, all monies obtained in connection with any construction financing for the Project must be devoted to the construction of improvements within the Project Site, related hard costs such as, but not limited to, land acquisition, and related soft costs such as interest, professional fees and filing fees. Upon completion of the Project, as evidenced by issuance of a Certificate of Completion for the Project, the Entity may refinance the Project Site without restriction.

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

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

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

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

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

**ARTICLE 9
MISCELLANEOUS**

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

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

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

9.04 Inspection of Books and Records.

- (a) The City shall have the right, at all reasonable times on reasonable advance notice to the Entity, to inspect the books and records of the Entity pertinent to the requirements of this Subsequent Developer Agreement, including but not limited to construction contracts, books and records, leases, insurance policies, and agreements.
- (b) The Entity shall have the right, at all reasonable times, to inspect the books and records of the City pertinent to the purposes of this Subsequent Developer Agreement, subject to the provisions of the Open Public Records Act (“**OPRA**”), N.J.S.A. 47:1A-1, *et seq.*
- (c) Such inspections must be performed at a time and in a manner as to not unreasonably interfere with the business operations of the Party whose books and records are being inspected.

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

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

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

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

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

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

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

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

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

delivery. The terms of this Section 9.13 shall apply to any Permitted Mortgagee upon such Permitted Mortgagee giving notice to the other parties of its identity and address. When sent to Entity, a copy shall concurrently be provided to Entity's counsel in accordance with the above. The addresses of the Parties for receiving notice are set forth below:

If to the City:

City Manager
1 Municipal Plaza
Asbury Park, New Jersey 07712

with a copy to:

Joanne Vos, Esq.
Maraziti Falcon, LLP
240 Cedar Knolls Road, Suite 301
Cedar Knolls, New Jersey 07927
Email: jvos@mfhenvlaw.com

If to the Master Developer or Subsequent Developer:

Asbury Partners, LLC and APW Redeveloper, LLC
c/o Starfield Companies
1089 Ocean Avenue, Third Floor
Asbury Park, New Jersey 07712
Attn: Brian Cheripka
E-Mail: bcheripka@starfieldcompanies.com

with a copy to:

FBT GIBBONS LLP
One Gateway Center
Newark, New Jersey 07102
Attn: Jennifer Phillips Smith Esq.
Email: jsmith@fbtgibbons.com

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

[Signature Page Follows]

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

[SEAL]

Attest:

THE CITY OF ASBURY PARK

By: _____

Name: John Moor

Title: Mayor, City of Asbury Park

Witness:

ASBURY PARTNERS, LLC

By: _____

Name: Brian A. Cheripka

Title: Authorized Signatory

Witness:

APW REDEVELOPER, LLC

By: _____

Name: Brian A. Cheripka

Title: Authorized Signatory

EXHIBIT A

Project Description and Concept Plan

Overview

APW Redeveloper LLC (the “Redeveloper”) proposes the development of a four (4) story residential building located on an approximately .785-acre parcel designated as Block 3802, Lot 1 and to be known as the Views at Wesley Lake (the “Project”). The parcel is bounded by Cookman Avenue to the north, Wesley Lake Drive to the east, Lake Avenue to south and St. James Place to the west. The Project is located within the Wesley Lake Village/Ocean Avenue district within the Prime Renewal Area of the City’s Waterfront Redevelopment Area.

The Project will consist of twenty-seven (27) for-sale residential dwelling units. The unit mix includes approximately two (2) one-bedroom units, ten (10) two-bedroom units, and fifteen (15) three-bedroom units, all with open floor plans ranging from approximately 710 sq. ft. to 1,365 sq. ft. Each unit will have access to a rooftop deck and on-site parking located in the first-floor garage, which provides forty-two (42) parking spaces, consistent with the Waterfront Redevelopment Plan’s (“WRP”) parking standards. The driveway access point will be constructed without eliminating any on-street parking spaces.

The proposed building is four (4) stories but then steps down to one (1) story at the southwest corner. The four (4) story portion of the structure includes three (3) stories of residential units, above a single-story parking garage, plus a mezzanine level to access the rooftop deck area. The one (1) story portion is a complementary storage building that is integrated into the project in the southwest corner of the site to create a massing differential and to provide an additional amenity for future residents.

The Redeveloper will seek all necessary Government Approvals, including preliminary and final site plan approval from the Planning Board.

Waterfront Redevelopment Plan Compliance

The Residential Project complies with the applicable lot area, frontage, height, scale, use, and density requirements set forth in the WRP. The proposed building is permitted to be four (4) stories along Cookman Avenue and three (3) stories along Lake Avenue under the WRP. It then steps down to a 1-story storage component that meets the requirement to reduce the building height moving toward Lake Avenue as set forth on Page 72 of the WRP. The building will be approximately sixty-five (65) feet tall, including the mezzanine level.

The Project advances the design principles set forth in Section 2.2 (Redevelopment Objectives) of the WRP by developing a new residential building that extends Asbury Park’s oceanside character in the Mediterranean Revival style.

A Concept Plan, including architectural renderings of the Project, follows on the succeeding pages of this Exhibit.

EXHIBIT A-1

Concept Plans

THE VIEWS AT WESLEY LAKE

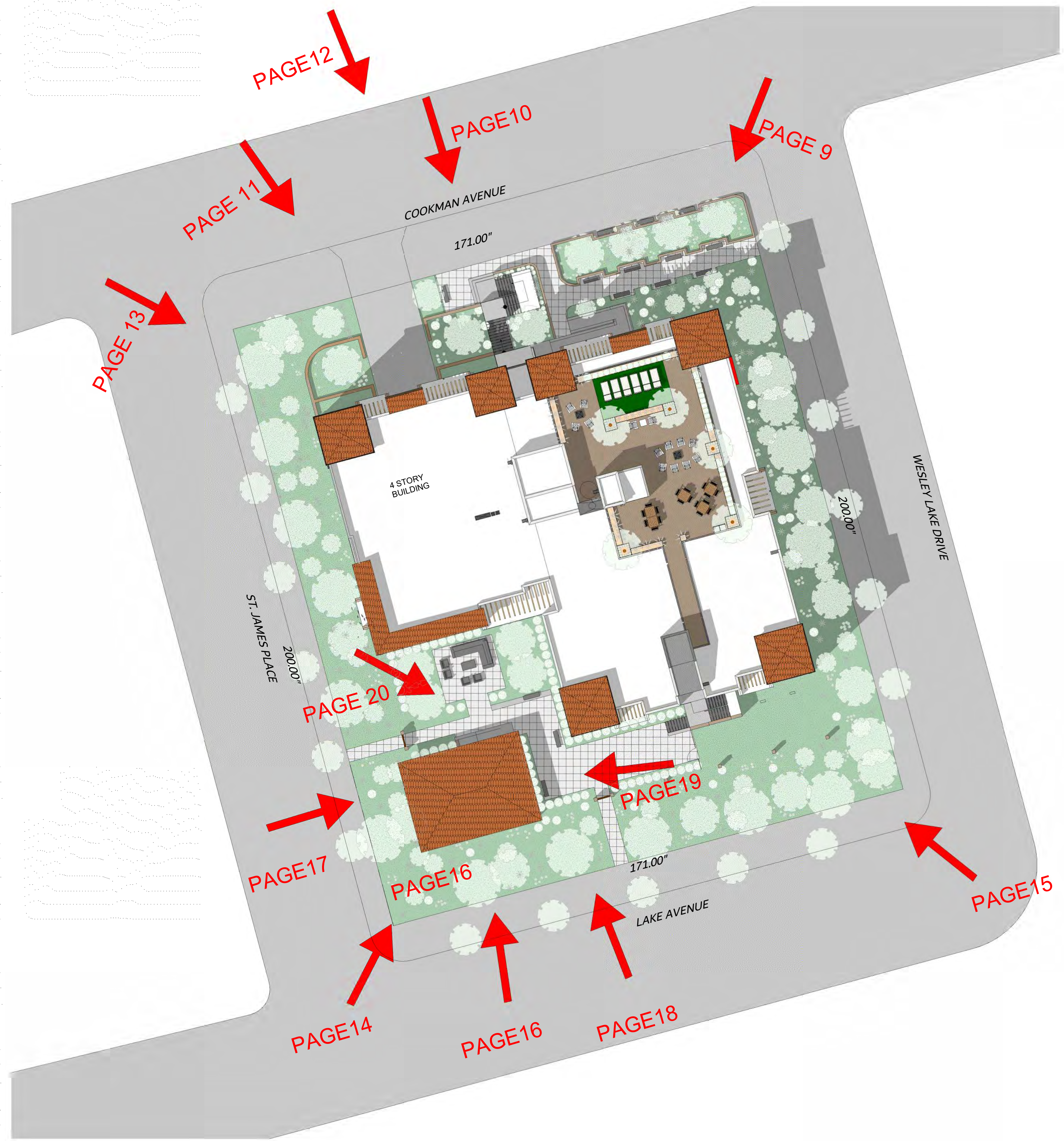
NOVEMBER, 03 2025

INDEX OF SHEETS

- 1 COVER
- 2 SITEPLAN
- 3 FLOOR PLANS
- 4 ELEVATIONS
- 5 ELEVATIONS
- 6 ENLARGED NORTH ELEVATION
- 7 LIGHTING LOCATION
- 8 LIGHTING LOCATION
- 9 RENDERING
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- 22 LANDSCAPE PLAN
- 23 LANDSCAPE PLAN
- 24 LANDSCAPE PLAN
- 25 SOLID-VOID RATIO
- 26 SOLID-VOID RATIO
- 27 FENESTRATION PESCENTAGE STUDY
- 28 FENESTRATION PESCENTAGE STUDY
- 29 ROOF SCREENING DETAILS

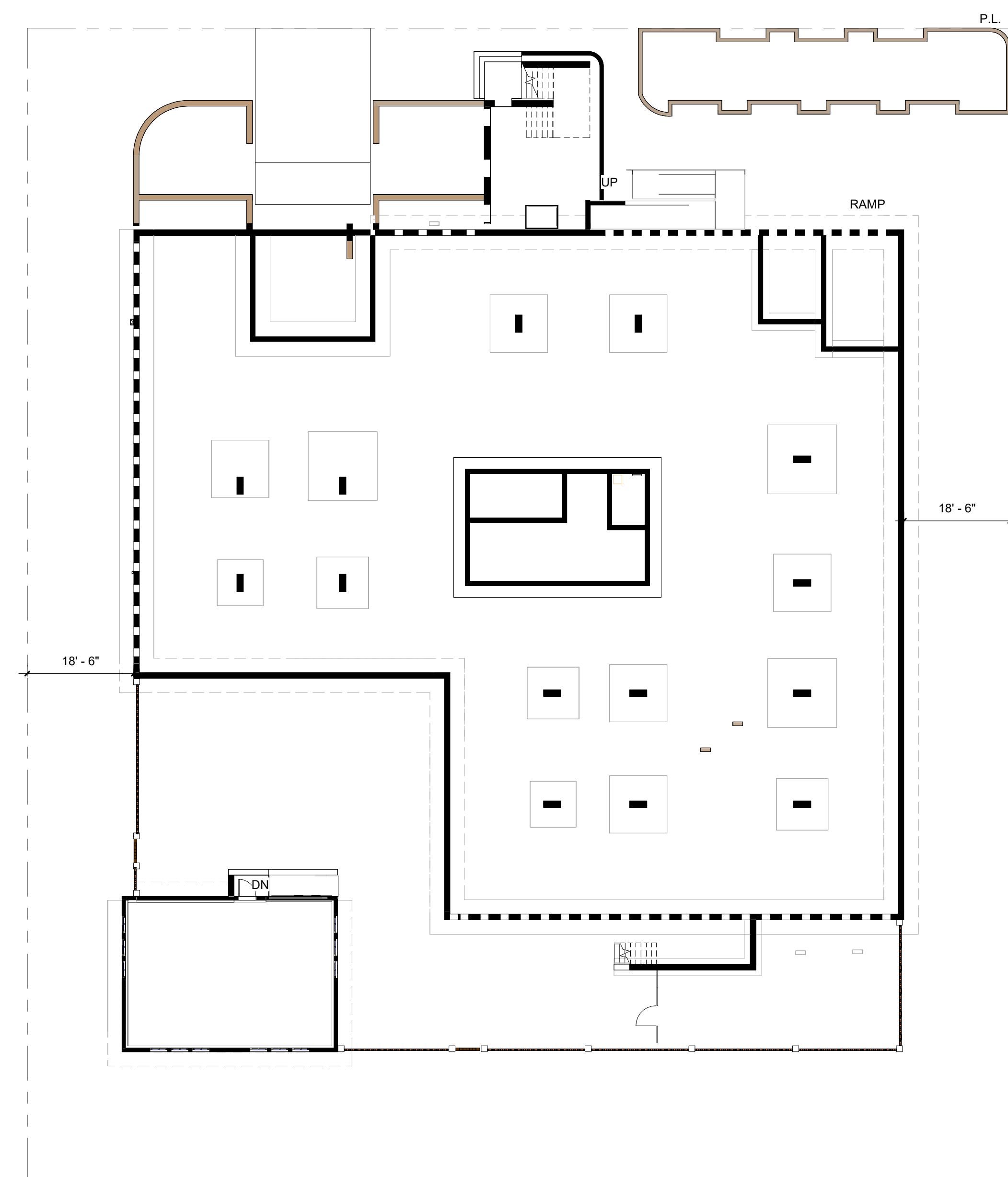
COVER



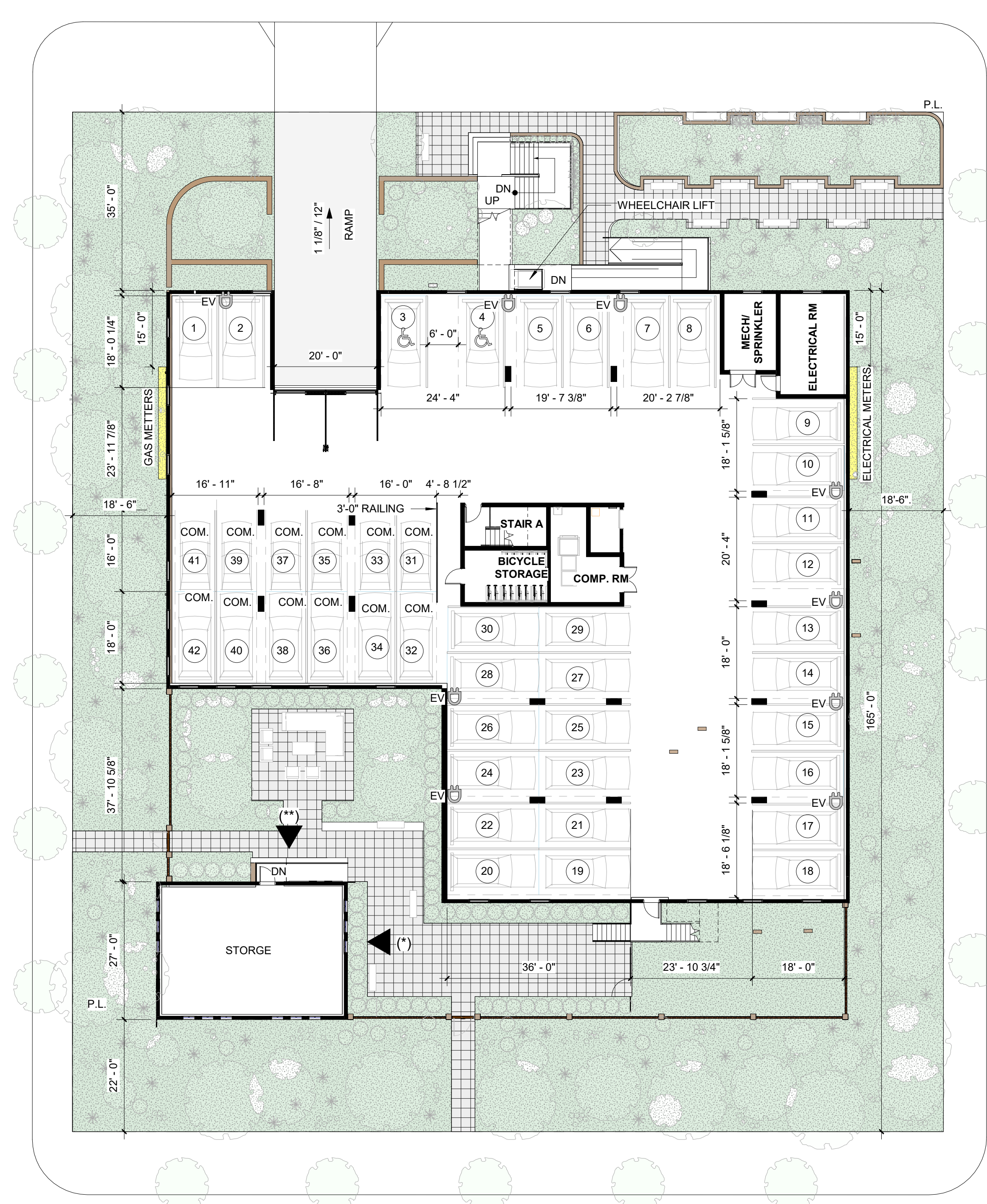


AERIAL VIEW

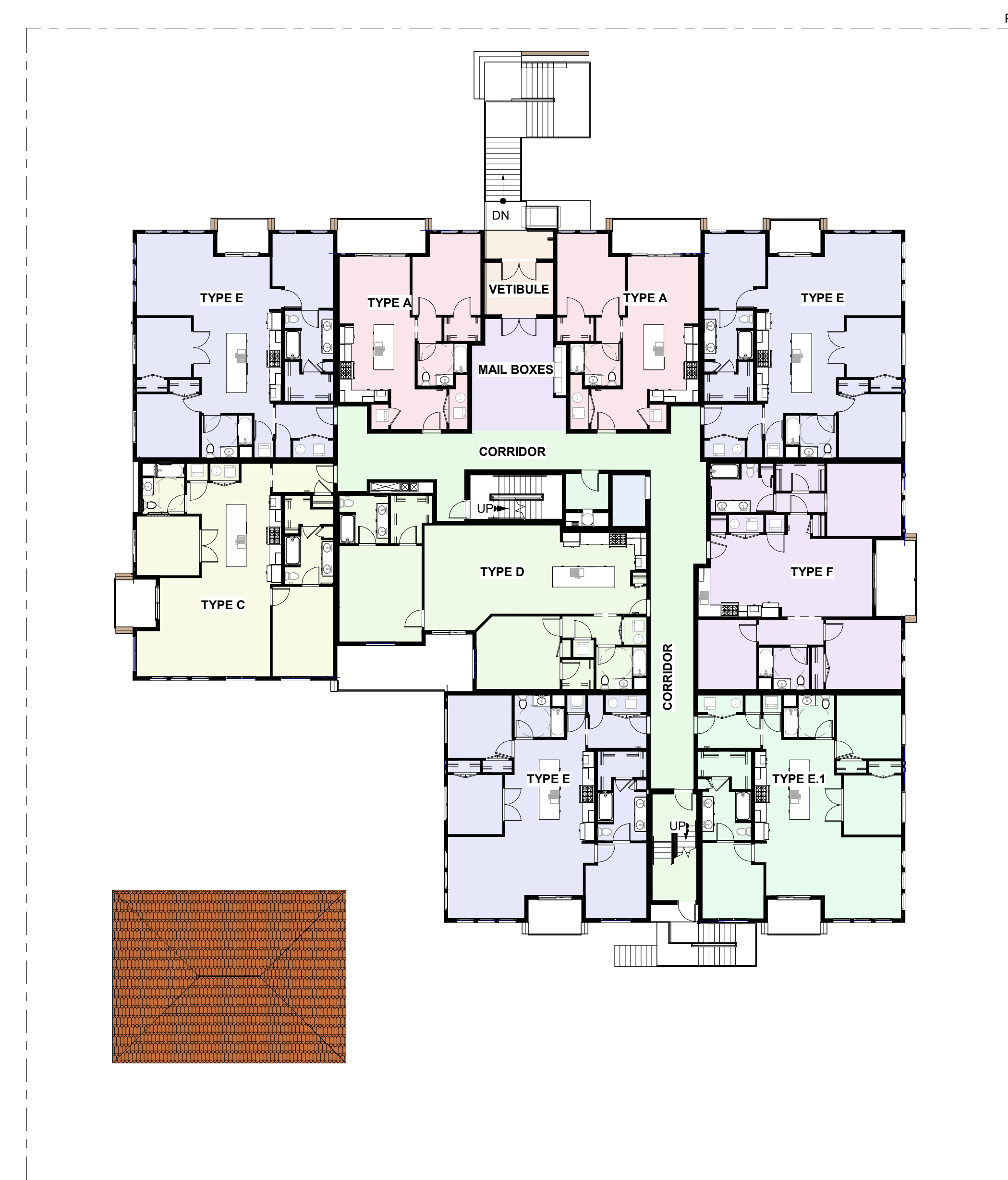
SITEPLAN 
1"=20'-0"



CRAWL SPACE PLAN



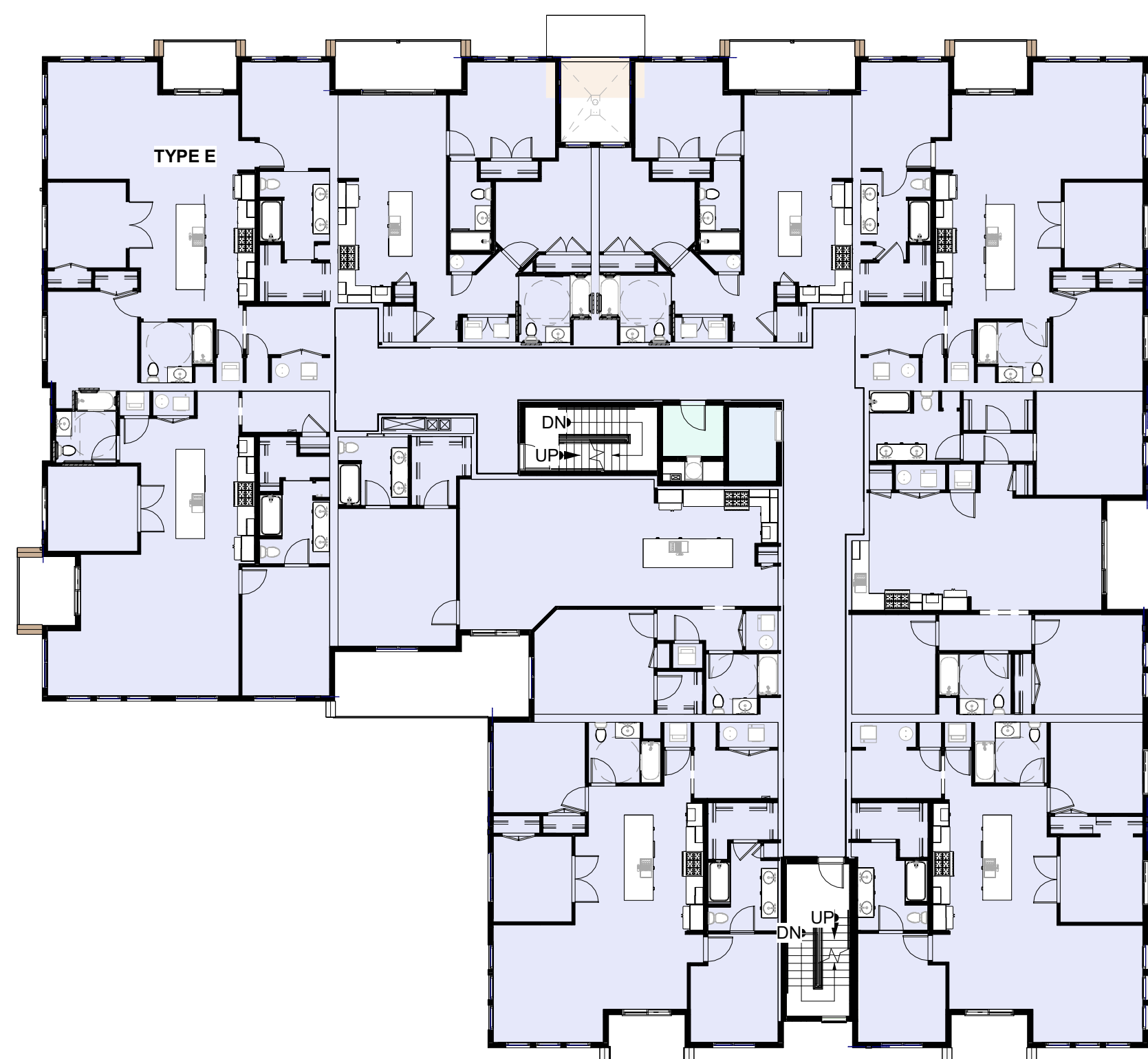
PARKING PLAN (*) SEE ELEVATION 1 ON PAGE 4
(**) SEE ELEVATION 2 ON PAGE 4



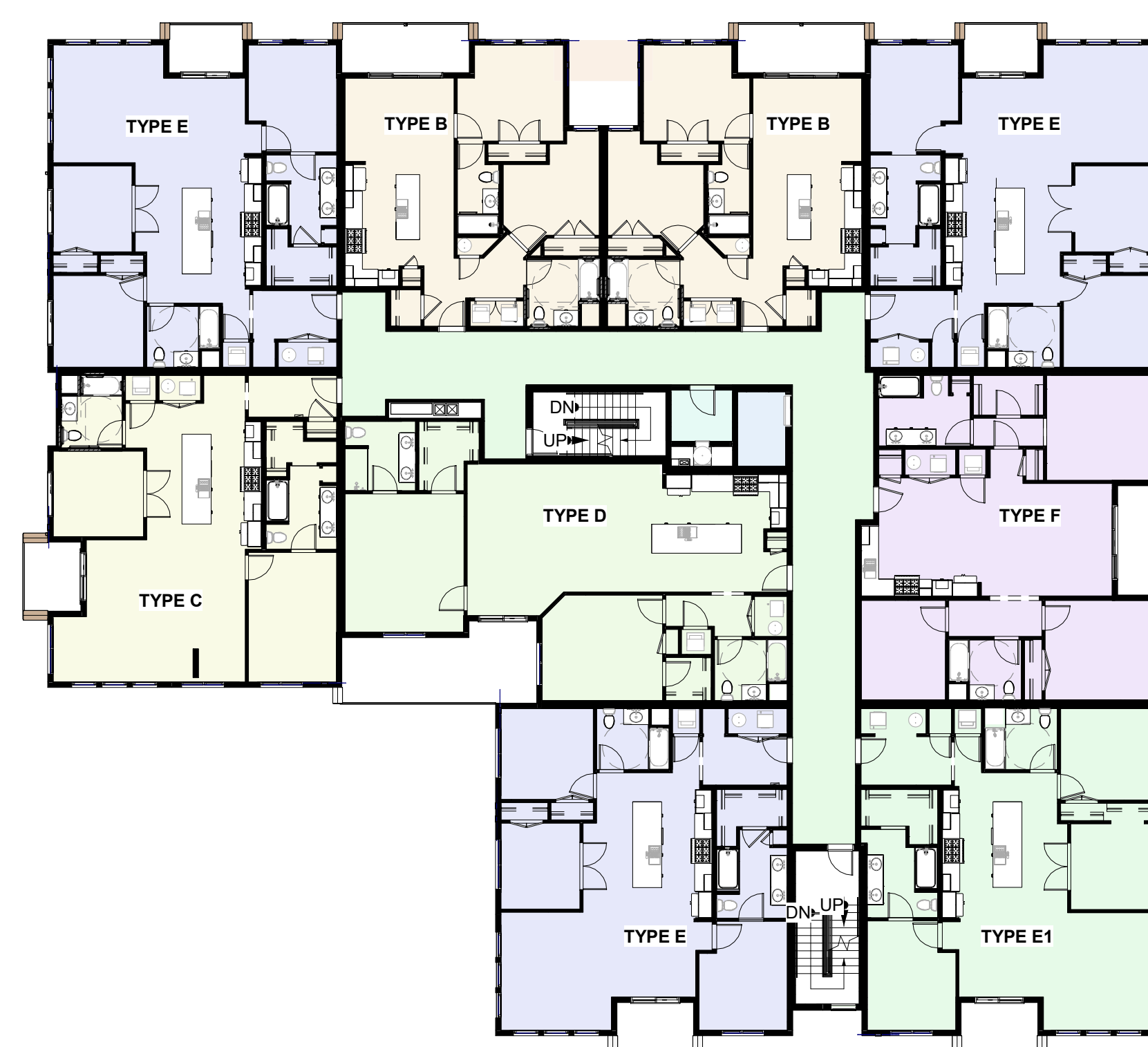
1ST FLOOR PLAN

PARKING COUNT	
DESCRIPTION	QTY
9'X18' STD PARKING	16
9'X18' STD HANDICAP PARKING	2
8'X16' COMPACT PARKING TANDEM	6
8'X18' COMPACT TANDEM PARKING	6
9' X18' TANDEM	12
TOTAL	42

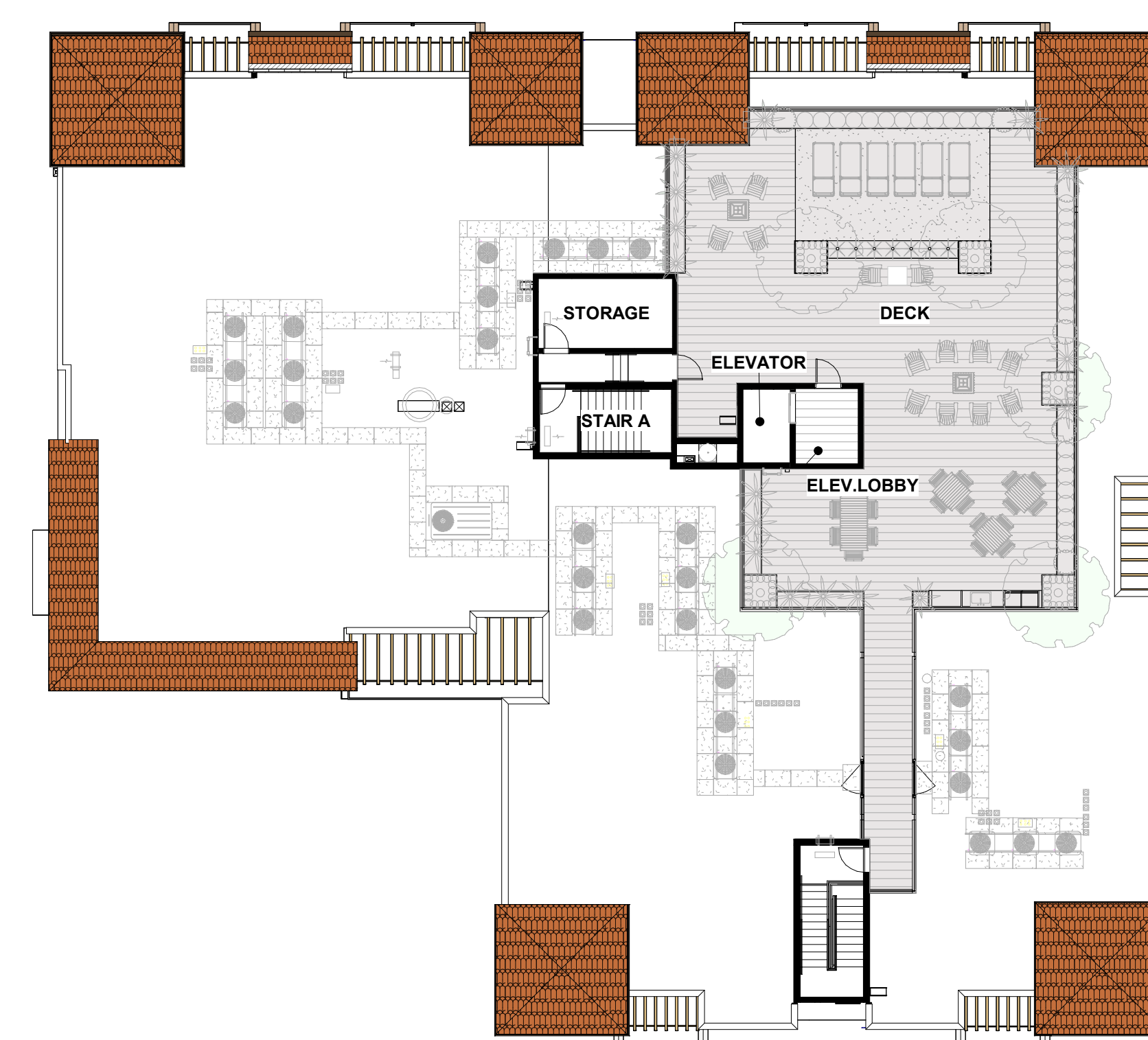
NOTE:
9 ELECTRIC VEHICLES CHARGERS WILL BE PROVIDED.
SPACES TO BE DETERMINED AND ASSIGNED IN THE PUBLIC OFFERING STATEMENT.



2ND FLOOR PLAN



3RD FLOOR PLAN



ROOF PLAN

APARTMENT COUNT			
UNIT	SQFT	TYPE	QTY
A	710	1BED	2
B	904	2BED	4
C	1,212	2BED	3
D	1,365	2BED	3
E	1,287	3 BED	9
E.1	1,307	3 BED	3
F	1,265	3 BED	3
TOTAL			27

FLOOR PLANS
1/16"=1'-0"



NORTH ELEVATION



SOUTH ELEVATION



ELEVATION 1

ELEVATION 2

INTERNAL STORAGE ELEVATIONS

ELEVATIONS

1/8"=1'-0"



WEST ELEVATION



EAST ELEVATION

ELEVATIONS

1/8"=1'-0"



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www.architectura.com

THE VIEWS AT WESLEY LAKE



COLOR PALETTE



ENLARGED NORTH ELEVATION

1/4"=1'-0"

946411BK-GL

BRADFORD 1 LIGHT OUTDOOR WALL LANTERN
Black

UPC: 841740166072

Available Finishes: BK (Black), OZ (Oiled Bronze)



TYPICAL @ BALCONIES

DIMENSIONS
Fixture Dimensions: 6"W x 17.25"H x 8"E
Fixture Weight: 4.5 lbs.
Backplate: 4.80"W x 6.30"H x 0.80"E
Junction: Ctr/Top: 4.80"; Ctr/Btm: 12.5"

LAMPING INFORMATION
Lamping: 1 - 7 Watt GU10 Twist Lock
No. of Sockets: 1
Max. Wattage Per Bulb: 7
Socket Base: Twist Lock
Bulb Included: No
Recommended Bulb: GU10
Voltage: 120V
UL Rating: UL listed. Rated for Wet Locations.



GLASS DESCRIPTION
Clear Glass
Glass Dimensions: 10.25"H x 4.75"W
Glass Part #: GL946411

SHIPPING INFORMATION
Carton Dimensions:
8.75"W x 20.75"H x 10.25"L
Carton Weight: 6 lbs.
Shipping Method: Standard Ground

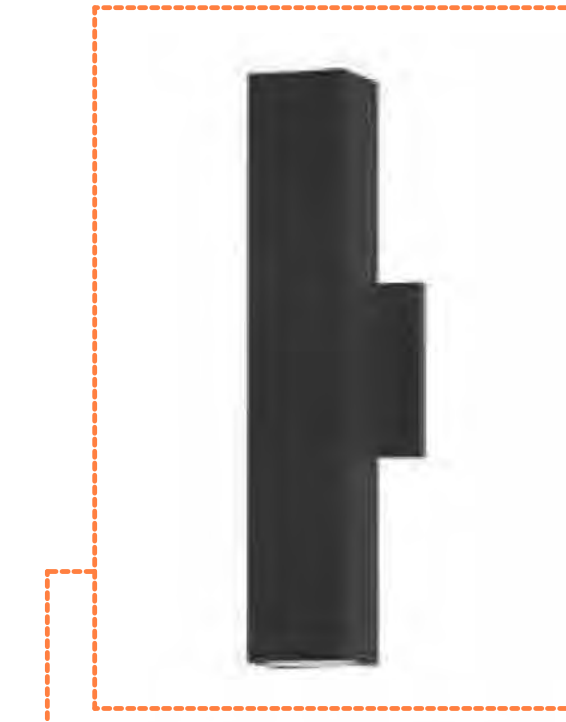
Designed in Atlanta. Manufactured in Vietnam.

JOB/LOCATION: _____
QUANTITY: _____
NOTES: _____



5359 Rafe Banks Drive, Flowery Branch, GA, 30542
TF: 800.323.3257 | P: 770.965.7238 | F: 770.965.7254 | W: capitalightingfixture.com

Last updated: 01/09/2025



Light Type B
Culvert | 86422BK

MEASUREMENTS
DIMENSION : 2.5" W x 14.5" H x 3.5" Ext
BACK PLATE : 4.5" W x 4.5" H x 7.25" HCO
HANGING WEIGHT : 2.6 lb

LAMPING
INPUT VOLTAGE : 120-277V
LUMENS : 900 Rated (630 Del.)
BULB : 1 x 7W LED DC Integrated, 14W Total
BULB INCLUDED : (Integrated)
DIMMABLE : Triac, 0-10V
CRI : 90 CRI
COLOR_TEMP : 3000K
LIGHTING_DIRECTION : Down
DARKSKY



Light Type D: **4" Recessed Light by JUNO**
Dimension: 4" Diameter Recessed
Type: Recessed at Soffit
Color: Black
Location: Covered Entrance & Walkway



LIGHTING LOCATION

1/4"=1'-0"



EAST ELEVATION



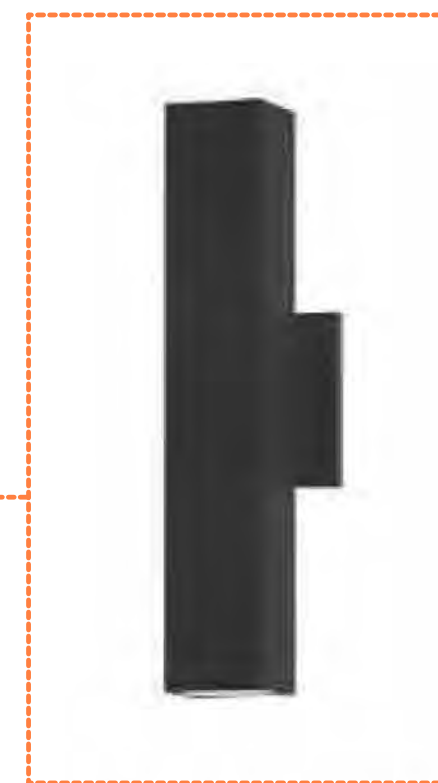
WEST ELEVATION



SOUTH ELEVATION



TYPICAL @ BALCONIES



Light Type B

Culvert | 86422BK

MEASUREMENTS

DIMENSION : 2.5" W x 14.5" H x 3.5" Ext
 BACK PLATE : 4.5" W x 4.5" H x 7.25" HCO
 HANGING WEIGHT : 2.6 lb

LAMPING

INPUT VOLTAGE : 120-277V
 LUMENS : 900 Rated (630 Del.)
 BULB : 1 x 7W LED DC Integrated , 14W Total
 BULB INCLUDED : (Integrated)
 DIMMABLE : Triac, 0-10V
 CRI : 90 CRI
 COLOR_TEMP : 3000K
 LIGHTING_DIRECTION : Down
 DARKSKY

946411BK-GL

BRADFORD 1 LIGHT OUTDOOR WALL LANTERN

Black
 UPC: 841740166072
 Available Finishes: BK (Black), OZ (Oiled Bronze)



DIMENSIONS

Fixture Dimensions: 6"W x 17.25"H x 8"E
 Fixture Weight: 4.5 lbs.
 Backplate: 4.80"W x 6.30"H x 0.80"E
 Junction: Ctr/Top: 4.80"; Ctr/Btm: 12.5"

LAMPING INFORMATION

Lamping: 1 - 7 Watt GU10 Twist Lock
 No. of Sockets: 1
 Max. Wattage Per Bulb: 7
 Socket Base: Twist Lock
 Bulb Included: No
 Recommended Bulb: GU10
 Voltage: 120V
 UL Rating: UL listed. Rated for Wet locations.

GLASS DESCRIPTION

Clear Glass
 Glass Dimensions: 10.25"H x 4.75"W
 Glass Part #: GL946411

SHIPPING INFORMATION

Carton Dimensions:
 8.75"W x 20.75"H x 10.25"L
 Carton Weight: 6 lbs.
 Shipping Method: Standard Ground

Designed in Atlanta. Manufactured in Vietnam.

JOB/LOCATION: _____
 QUANTITY: _____
 NOTES: _____



5359 Rafe Banks Drive, Flowery Branch, GA, 30542
 TF: 800.323.3257 | P: 770.965.7238 | F: 770.965.7254 | W: capitallightingfixture.com

Last updated: 01/09/2025

LIGHTING LOCATION

3/32"=1'-0"



RENDERING



RENDERING



RENDERING



RENDERING



RENDERING



RENDERING



RENDERING



Architectura
www.architectura.com

THE VIEWS AT WESLEY LAKE



RENDERING



RENDERING



RENDERING

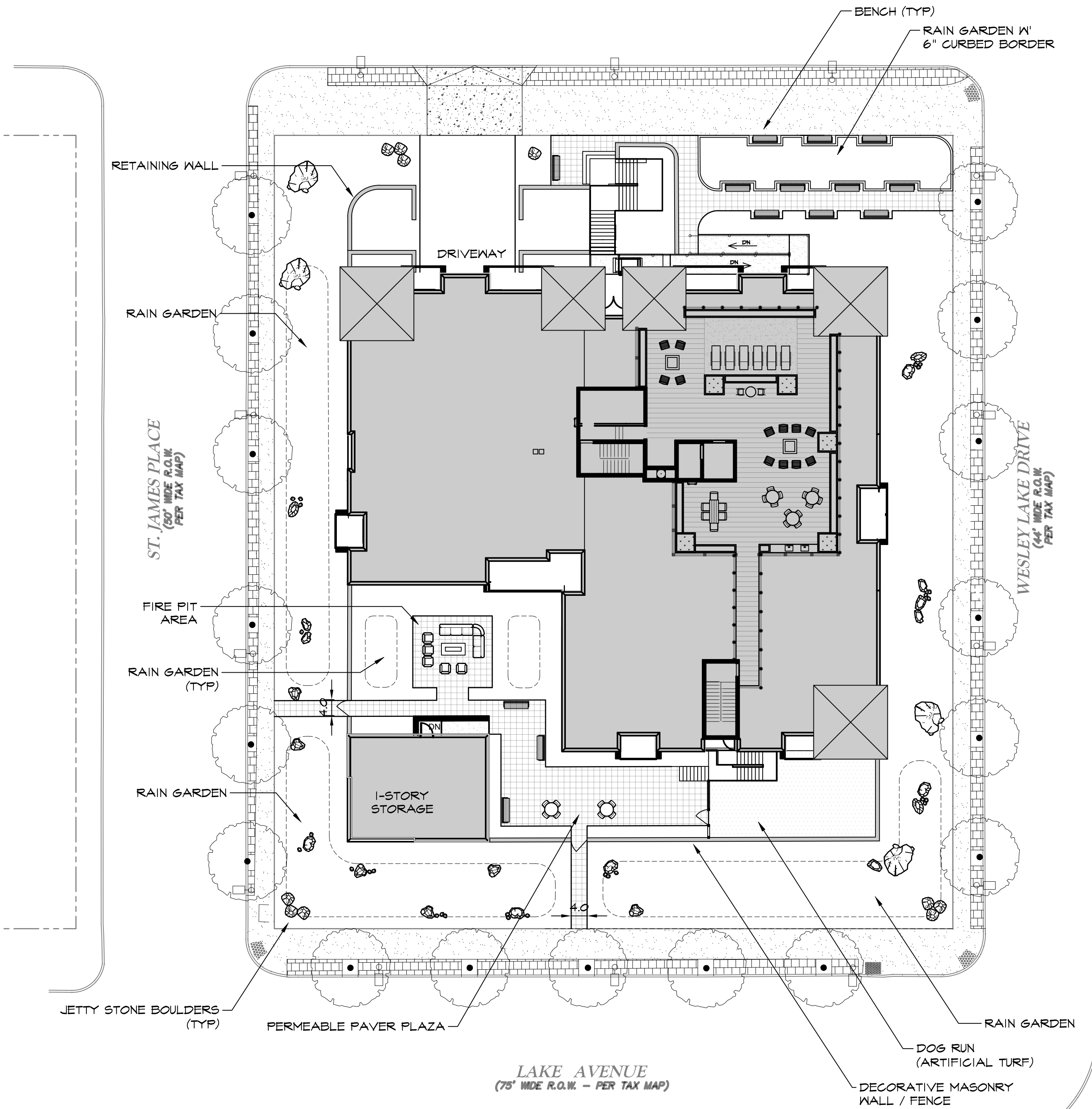


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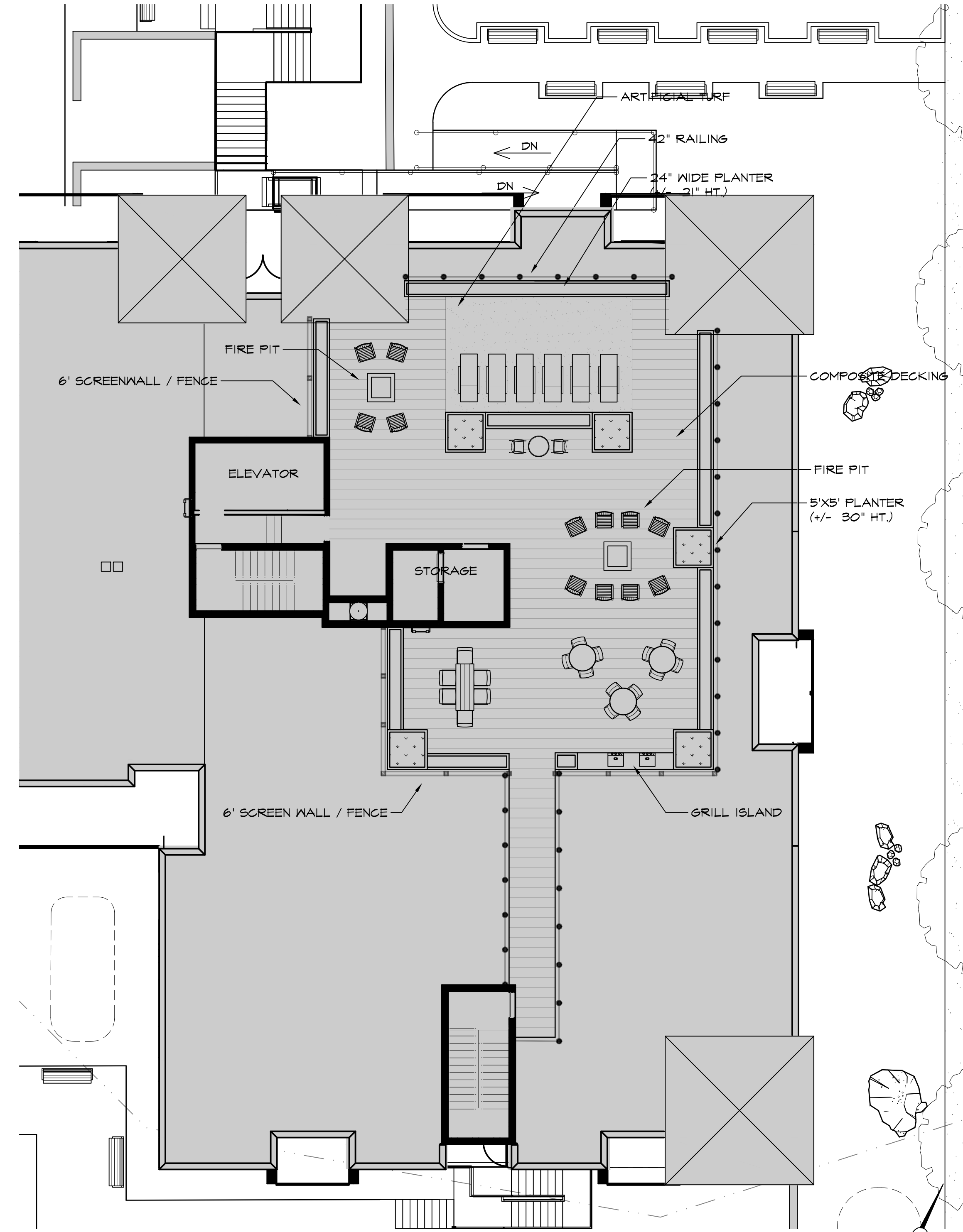
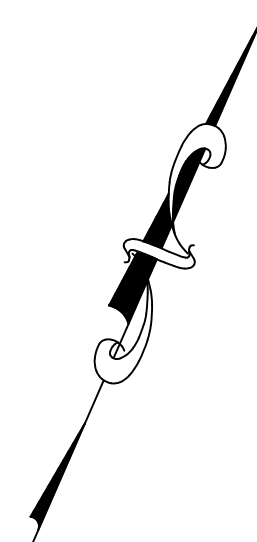
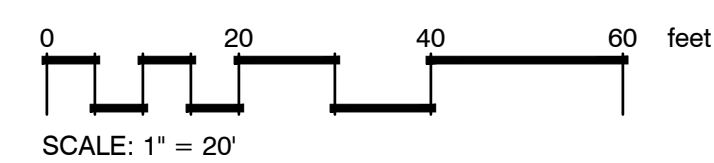


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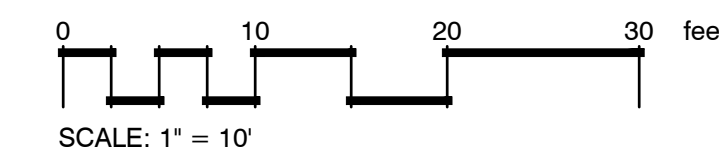
COOKMAN AVENUE
(75' WIDE R.O.W. - PER TAX MAP)



CONCEPTUAL SITE LAYOUT PLAN



ROOFTOP TERRACE LAYOUT



GENERAL NOTES:

- EXISTING CONDITIONS BASED ON A PLAN ENTITLED "ALTA/NSPS LAND TITLE SURVEY FOR THE ASBURY PARK REDEVELOPMENT PROJECT, BLOCK 3802, LOT 1, CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY," PREPARED BY COLLIER'S ENGINEERING, DATED 8/23/21.
- PROPOSED SITE CONDITIONS BASED ON A PLAN ENTITLED "PRELIMINARY AND FINAL MAJOR SITE PLAN FOR ASBURY PARTNERS LLC, 216 COOKMAN AVENUE, BLOCK 3802, LOT 1, CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY," PREPARED BY COLLIER'S ENGINEERING, DATED 1/18/2024.
- ALL PLANTING AREAS, INCLUDING ROOFTOP PLANTERS, SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
- LOW VOLTAGE LIGHTING TO BE PROVIDED FOR THE ROOFTOP TERRACE. NO LIGHT SHALL BE DIRECTED UPWARD, OR ILLUMINATE AREAS BEYOND THE ROOFTOP.
- JETTY STONE BOULDERS SHALL RANGE IN SIZE FROM 18" TO 48". BOULDERS SHALL BE INSTALLED IN NATURALISTIC GROUPINGS.
- ALL SEAT WALLS AND RETAINING WALLS SHALL BE FINISHED TO MATCH THE BUILDING ARCHITECTURE.
- ALL IMPROVEMENTS WITHIN THE RIGHT-OF-WAYS ARE SHOWN FOR REFERENCE ONLY. ALL RIGHT-OF-WAY IMPROVEMENTS SHALL BE DESIGNED AND INSTALLED BY OTHERS.



BML STUDIO LLC
PHONE: (609) 994-2637
EMAIL: BMLP@BMLSTUDIO.COM

NI AUTHORIZATION: MB000099

BRIAN M. LEFF, L.L.A., P.P.
REGISTERED LANDSCAPE ARCHITECT # 214800996

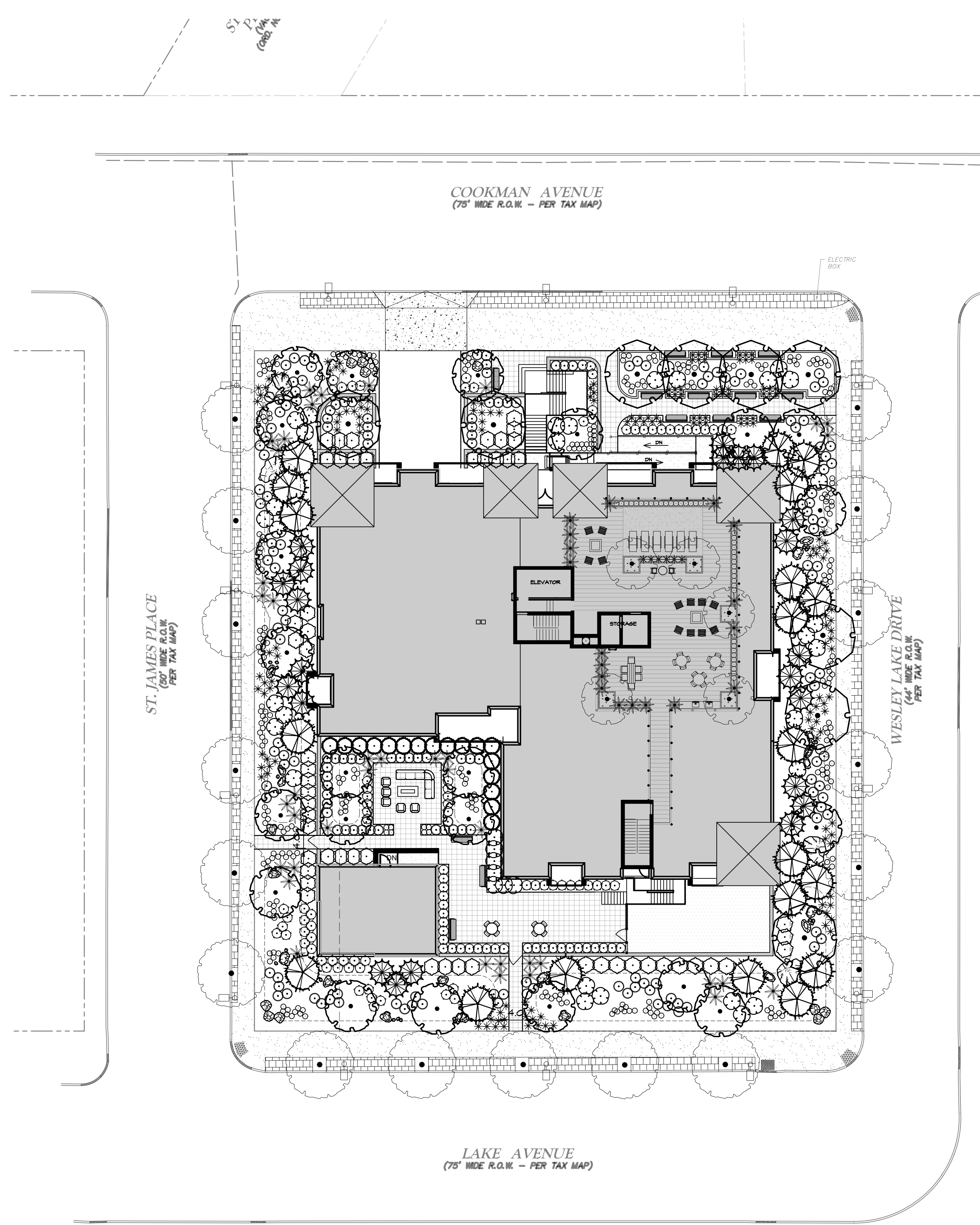
VIEWS AT WESLEY LAKE

LOT 1 BLOCK 3802
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

CONCEPTUAL LAYOUT PLAN

No.	Date	Description	By
1	9/23/25	Building added	BL

Project Number 2406003	Date 7/11/25	Scale AS NOTED



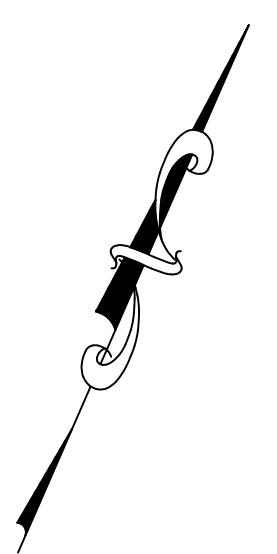
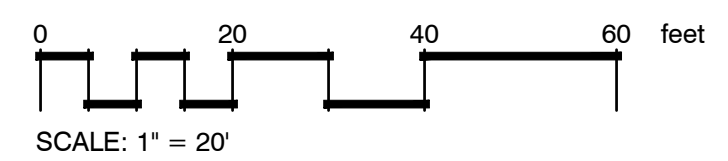
COOKMAN AVENUE
(75' WIDE R.O.W. - PER TAX MAP)

ST. JAMES PLACE
(80' WIDE R.O.W. - PER TAX MAP)

WESLEY LAKE DRIVE
(75' WIDE R.O.W. - PER TAX MAP)

LAKE AVENUE
(75' WIDE R.O.W. - PER TAX MAP)

SITE PLANTING PLAN



CONCEPT PLANT SCHEDULE OVERALL

	LARGE EVERGREEN TREE Blue Spruce Southern Magnolia American Holly	20
	ORNAMENTAL TREE Crape Myrtle Serviceberry	18
	MEDIUM EVERGREEN	22
	STREET TREE (By Others)	17
	LARGE SHADE TREE	5
	LARGE EVERGREEN SHRUB Seagreen Juniper Cherry Laurel Schipka Laurel	50
	SMALL DECIDUOUS SHRUB Hummingbird Summersweet St. Johnswort Knockout Rose	133
	SMALL ORNAMENTAL GRASS Little Bluestem Muhly Grass	134
	SMALL EVERGREEN SHRUB Inkberry Holly Compact Japanese Holly Compact Pfitzer Juniper	57
	LARGE ORNAMENTAL GRASS Heavy Metal Switchgrass Morning Light Maiden Grass	31
	LARGE DECIDUOUS SHRUB Northern Bayberry Purple Sand Cherry Hydrangea	25
	PERENNIAL Russian Sage Purple Coneflower Hosta Sedum	216

- PLANTING NOTES:**
1. ALL PLANTING AREAS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
 2. RAIN GARDENS SHALL BE SEEDED WITH A WILDFLOWER SEED MIX SUITABLE FOR AREAS OF OCCASIONALLY SATURATED SOIL.



BML STUDIO LLC
PHONE: (609) 994-2617
EMAIL: BLEFF@BMLSTUDIO.COM

NJ AUTHORIZATION: MB000099

BRIAN M. LEFF, L.L.A., P.P.
NJ LICENSED LANDSCAPE ARCHITECT # 21A000996

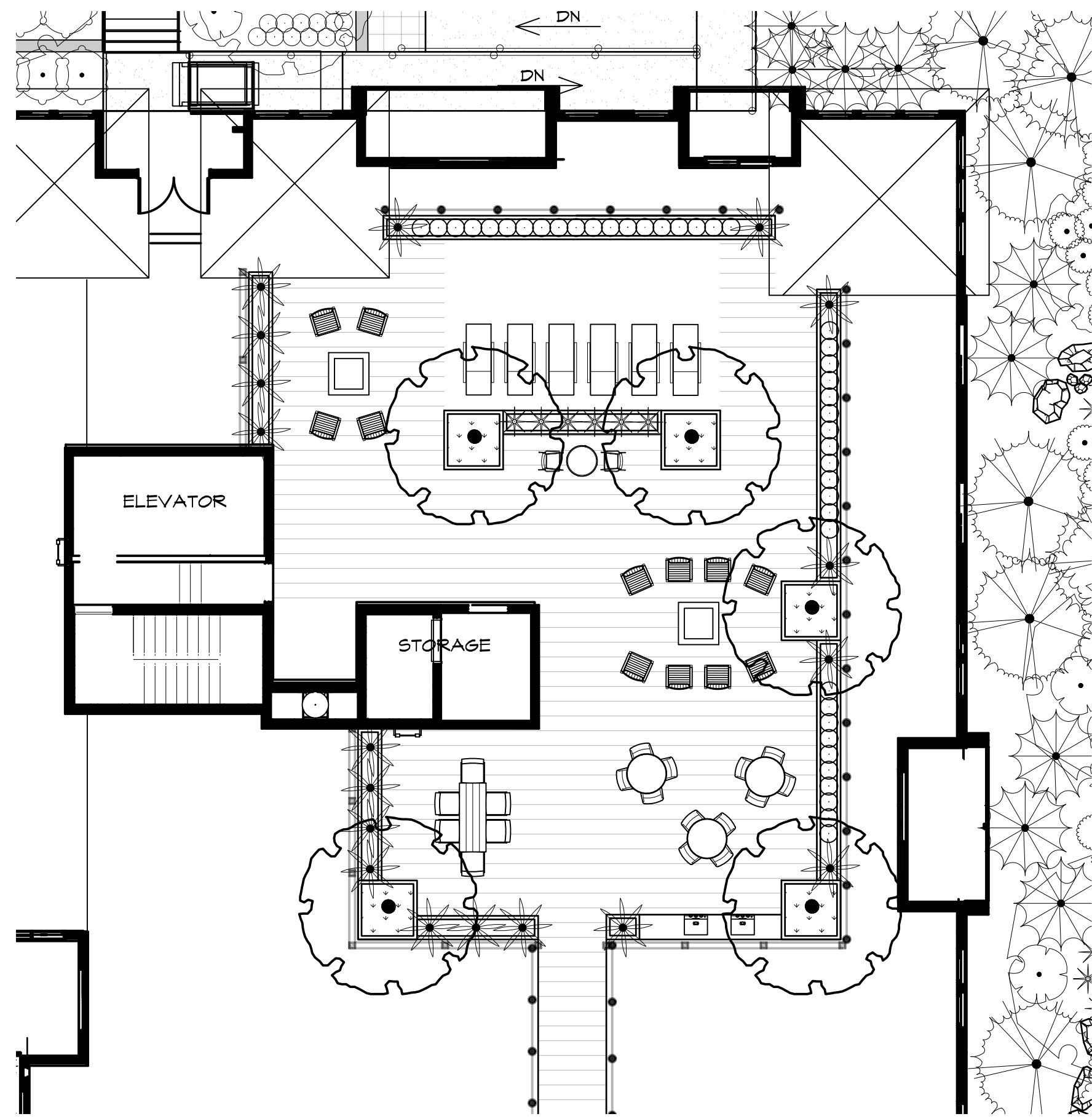
VIEWS AT WESLEY LAKE

LOT 1 BLOCK 3802
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

CONCEPTUAL LANDSCAPE PLAN

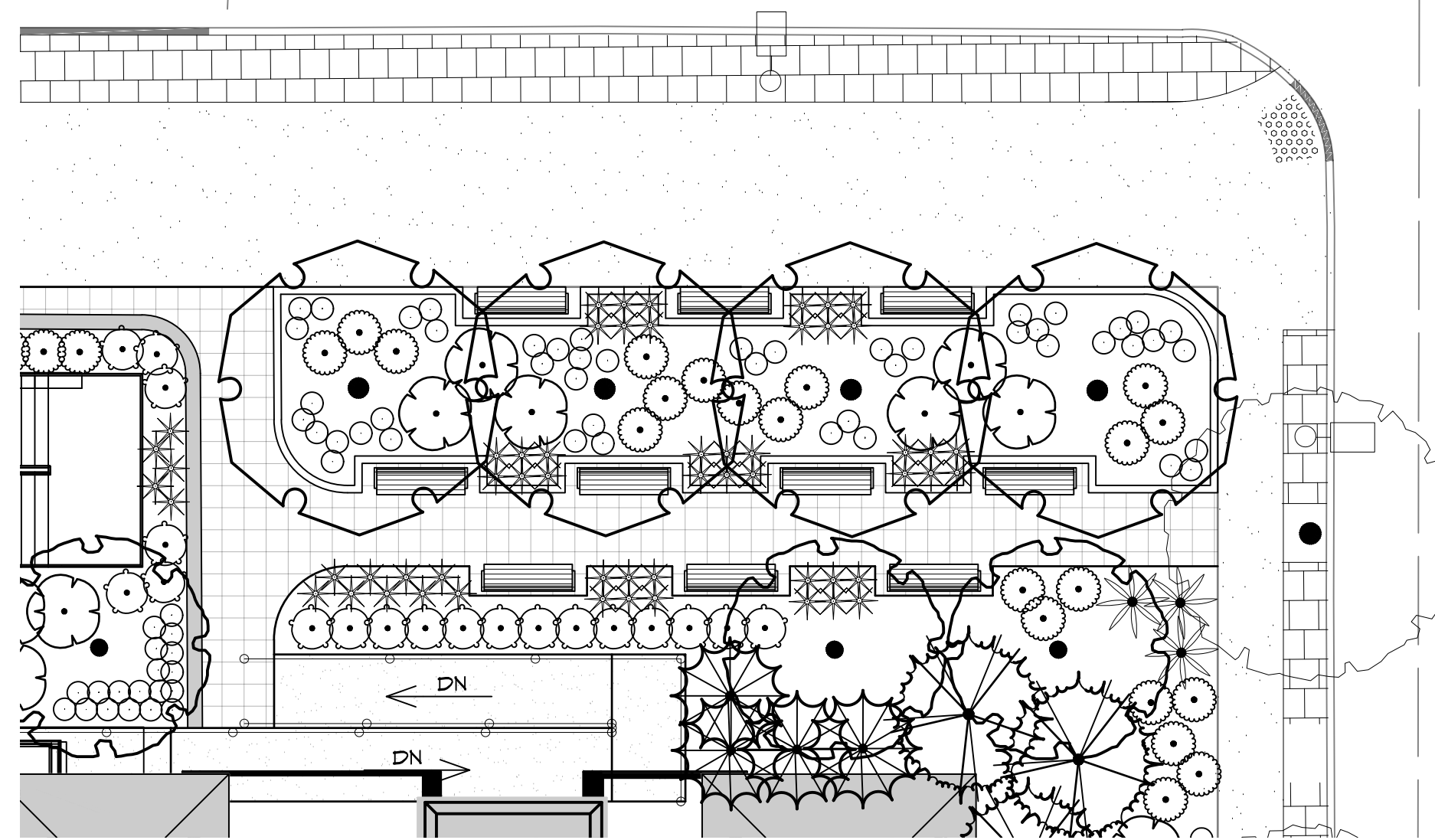
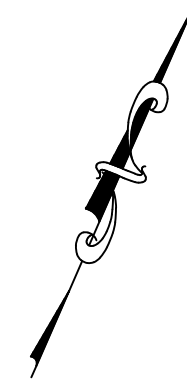
REVISIONS		No.	Date	Description	By
		1	9/23/25	Building drafted	BL

Project Number	2406003
Date	7/11/25
Scale	1"=20'
Sheet	2 of 3



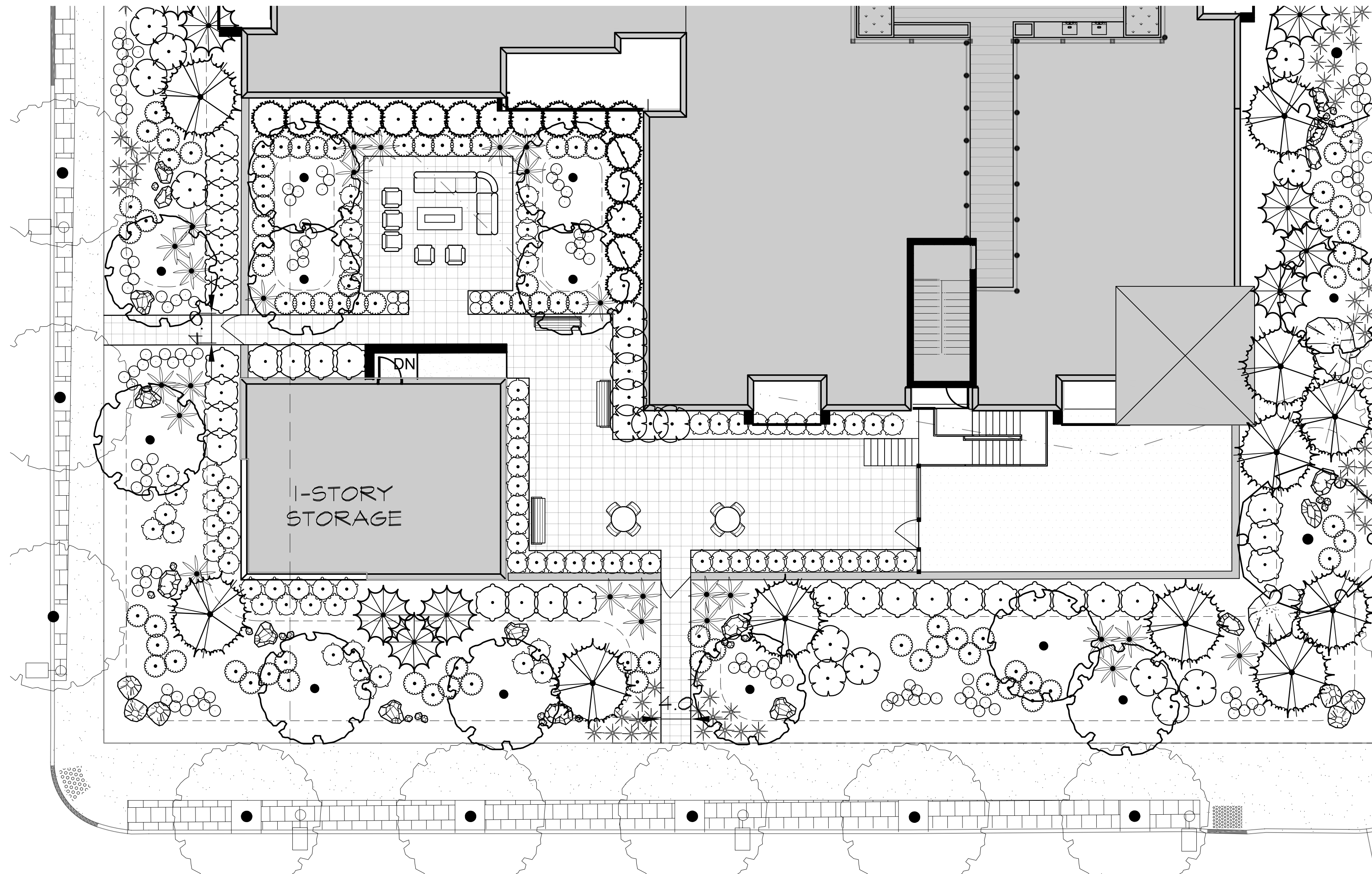
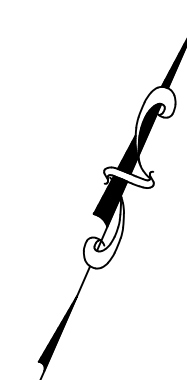
ROOFTOP PLANTING PLAN

0 10 20 30 feet
SCALE: 1" = 10'



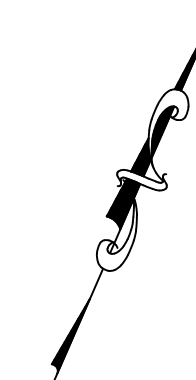
RAIN GARDEN PLANTING PLAN

0 10 20 30 feet
SCALE: 1" = 10'



SOUTH COURTYARD PLANTING PLAN

0 10 20 30 feet
SCALE: 1" = 10'



VIEWS AT WESLEY LAKE

LOT 1 BLOCK 3802
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

ENLARGED PLANTING PLANS

REVISIONS			
No.	Date	Description	By
1	9/23/25		BL

Project Number 2406003	Date 7/11/25	Scale AS NOTED
Sheet 5		of 5



■ VOID 3,264 S.F.
■ SOLID 7,209 S.F.
 RATIO 45%

NORTH ELEVATION



■ VOID 1,727 S.F.
■ SOLID 6,485 S.F.
 RATIO 26%

WEST ELEVATION

SOLID-VOID RATIO



SOUTH ELEVATION



EAST ELEVATION

SOLID-VOID RATIO



FENESTRATION 2,156 S.F.
FRONT WALL 7,083 S.F.
20>%30%<45% OK

NORTH ELEVATION



FENESTRATION 1,468 S.F.
FRONT WALL 6,416 S.F.
20>%23%<45% OK

WEST ELEVATION

FENESTRATION PESCENTAGE STUDY





■ FENESTRATION 1,738 S.F.
■ FRONT WALL 7,115 S.F.
 20>%24%<45% OK

SOUTH ELEVATION



■ FENESTRATION 1,423 S.F.
■ FRONT WALL 6,328 S.F.
 20>%22%<45% OK

EAST ELEVATION

FENESTRATION PESCENTAGE STUDY

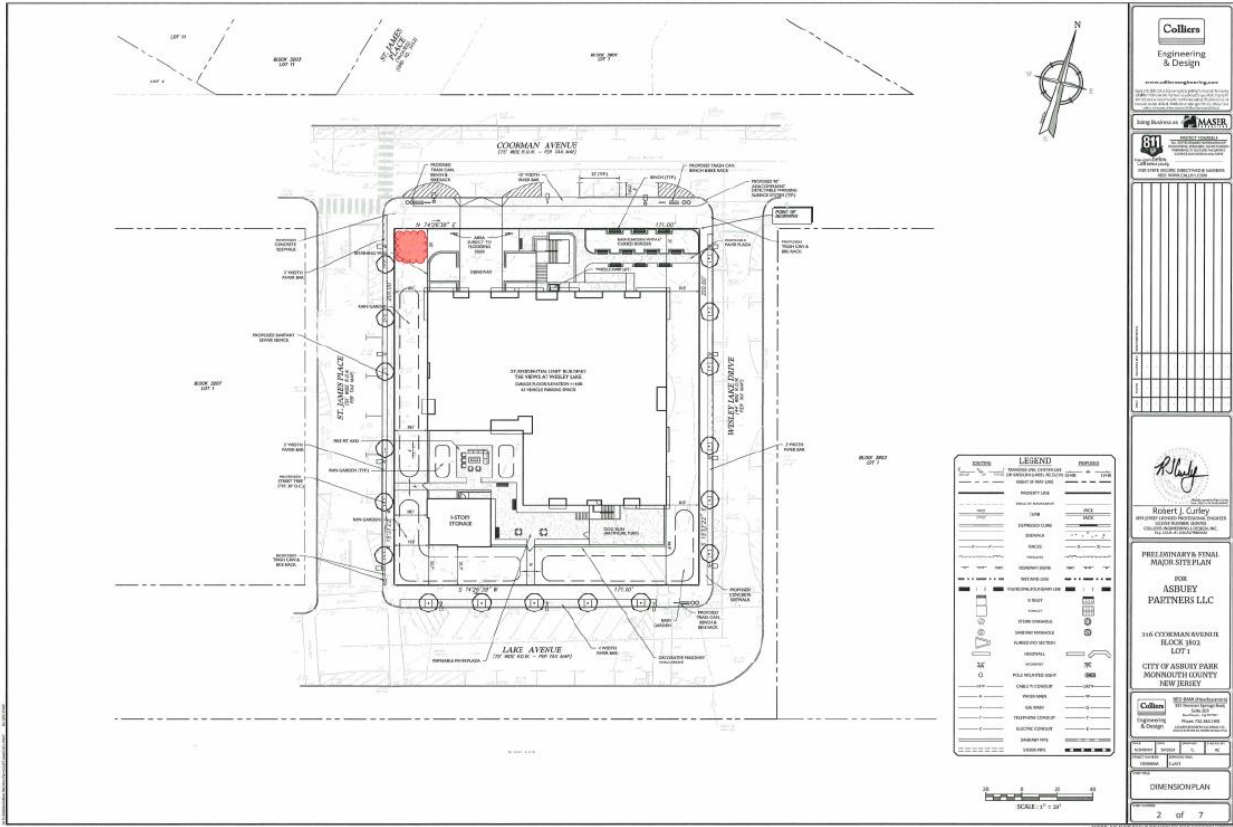


EXHIBIT A-2

TRC Report

EXHIBIT A-3

Approximate Sculpture Location



Approximately Sculpture location shown in red.

EXHIBIT B

Project Schedule

This Project Schedule is illustrative and is consistent with the timeframes set forth in the Subsequent Developer Agreement. Timeframes associated with the approval/construction process include the following, as may be extended if provided for in this Subsequent Developer Agreement:

Submission to Asbury Park Planning Board	<i>Within sixty (60) days of the Effective Date</i>
Governmental Approval Date	<i>On or by September 9, 2027</i>
Building Permits Approvals Date	<i>Within one hundred and twenty (120) days of Governmental Approval Date</i>
Commencement of Construction	<i>Sixty (60) days after the Building Permits Approval Date</i>
Completion of Construction	<i>Two (2) Years after the Building Permits Approval Date</i>
Outside Approvals Date	<i>Sixty (60) days following the Building Permits Approval Date</i>

EXHIBIT C

Declaration of Covenants and Restrictions

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions (“Declaration”), is made this ____ day of 202__, by **APW Redeveloper LLC** with principal offices located at 1089 Ocean Avenue, Third Floor, Asbury Park, New Jersey 07712, a New Jersey limited liability company qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, *et. seq.*, along with its permitted successors and/or assigns (the “**Entity**”).

FOR THE BENEFIT OF

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

WITNESSETH:

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

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

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

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

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

WHEREAS, pursuant to the Act, including Section 8 thereof, a municipality is permitted to contract with a redeveloper to develop redevelopment projects, pursuant to a redevelopment plan, within an area in need of redevelopment, as all such terms are defined in the Act; and

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

WHEREAS, on June 13, 2018, the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on August 1, 2018, the City executed the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “First Amendment” and the “Amended and Restated Redeveloper and Land Disposition Agreement” together with any subsequent amendment shall be referred to as the “**Redeveloper Agreement**,” a copy of which is

on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any person or entity wishing to redevelop their property or a property in which they have a beneficial interest shall first be designated as a Subsequent Developer” by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity is the owner of property identified as Block 3802, Lot 1 (the “**Property**”) on the tax maps of the City and located in the Redevelopment Area (the “**Project Site**”) and intends to redevelop the Project Site with a multi-family building consisting of twenty-seven (27) for-sale residential condominium units, together with all related improvements (the “**Project**”); and

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

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

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

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

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

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

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

- (a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.
- (b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the applicable portion of the Project, or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.
- (c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project. The Entity shall also maintain in good condition, and if necessary replace, (i) any landscaping required to be planted on the Project Site pursuant to the Final Site Plan and (ii) street trees within the adjacent right-of-way

after initial planting by the Master Developer (“Landscape Covenant”). Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

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

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

- (f) The Entity shall, upon Completion of Construction of the Project entirely or in applicable portions, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project, or applicable portions, for the purposes contemplated hereby.
- (g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under the Subsequent Developer Agreement for a period of more than one hundred and twenty (120) consecutive days, provided, however, that a suspension of the performance of its obligations under the Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of the Subsequent Developer Agreement.
- (h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.
- (i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Subsequent Developer Agreement.
- (j) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.
- (k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

- (l) Opportunities for Local Residents during Construction. The Entity shall make a Good Faith Effort, as same is defined in the Subsequent Developer Agreement, to encourage fifteen (15) percent local resident participation in the construction of the Project.
- (m) Opportunities for Women and Minorities in Construction Jobs. The Entity shall make Good Faith Efforts, as same are defined in the Subsequent Developer Agreement, to encourage women and minority participation in the construction of the Project.
- (n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.
- (o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.
- (p) The Entity shall indemnify the City as set forth in Section 9.10 of the Subsequent Developer Agreement.
- (q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the

RABs, or otherwise. The covenants of the Entity in this Section 3(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

- (r) The Entity, and not the Master Developer, shall pay the Deficiency Amount (as defined in the Infrastructure Ordinance) applicable to the Project, if any, and the Special Assessment Agreement shall provide as such. In the event the Entity desires to retain one (1) or more Units and/or sell any such Unit(s) to an affiliate, in each case prior to the issuance of any additional series of RABs secured by Surplus Pledged Special Assessments, the Entity shall execute and deliver to the City and the Master Developer a deemed sale certificate with respect to such Unit(s) acknowledging that both the Pledged Special Assessments and the unpledged portion of the special assessment provided under the Special Assessment Agreement shall each be based upon the fair market value for such Unit(s), which, unless the Parties agree otherwise in writing, shall be equal to the average square foot sales price for all other Units sold for true consideration as stated in the respective Unit deeds in the same development multiplied by the square footage of such Unit(s). The Entity's obligation to pay this Deficiency Amount shall survive the termination of the Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges

applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

- (s) For so long as the Financial Agreement is in effect, the Entity or any successor, including future homeowner's associations, shall provide for the removal of refuse and recycling from the Project by a private hauler.
- (t) Under no circumstances shall more than twenty-seven (27) Units be established in connection with the Project.

Section 4. The Encumbered Lands. The lands and premises (together with the improvements to be constructed thereon) which are intended to be encumbered by this Declaration consist of the Project Site which consists of Block 3802, Lot 1 on the tax maps of the City, and as more particularly described in the metes and bounds description attached hereto as Exhibit A.

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

a Certificate of Completion for such improvements has been issued, except that (i) the covenants set forth in Section 3(q) and Section 3(r) shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding; and (ii) the Landscape Covenant shall be assumed by a homeowners' association responsible for common elements on the Property and shall continue for so long as the Project exists on the Property. Notwithstanding anything in this Declaration or the Agreement to the contrary, upon the issuance of a Certificate of Occupancy by the City for a particular Unit in the Project and upon sale of that Unit to a third-party buyer by the Entity, the third-party Unit purchaser shall have no responsibility or obligation under this Declaration or the Agreement.

Section 6. Indemnity. The Entity shall comply with the provisions set forth in Section 9.10 of the Subsequent Developer Agreement entitled “**INDEMNIFICATION.**” The Indemnity shall survive the termination of the Subsequent Developer Agreement and shall run with the land, provided, however, that the Indemnity shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project Improvements or any part thereof.

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

other persons and parties entitled to enforce the provisions of the Subsequent Developer Agreement against the Entity.

[Signature Page Follows]

IN WITNESS WHEREOF, the Entity has executed this Declaration of Covenants and Restrictions as of the date first written above.

Witness:

APW REDEVELOPER, LLC

By: _____

Name: _____

Title: _____

STATE OF NEW JERSEY :

:ss:

COUNTY OF :

BE IT REMEMBERED, that on this _____ day of _____ before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6 to take acknowledgments for use in the State of New Jersey, personally appeared _____, who acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is the managing member of APW REDEVELOPER, LLC, the limited liability

company named in the within instrument and is authorized to sign the within instrument on behalf of the limited liability company; and (b) as such member or manager, signed, sealed and delivered this instrument as the voluntary act and deed of the limited liability company, made by virtue of authority from all of its members.

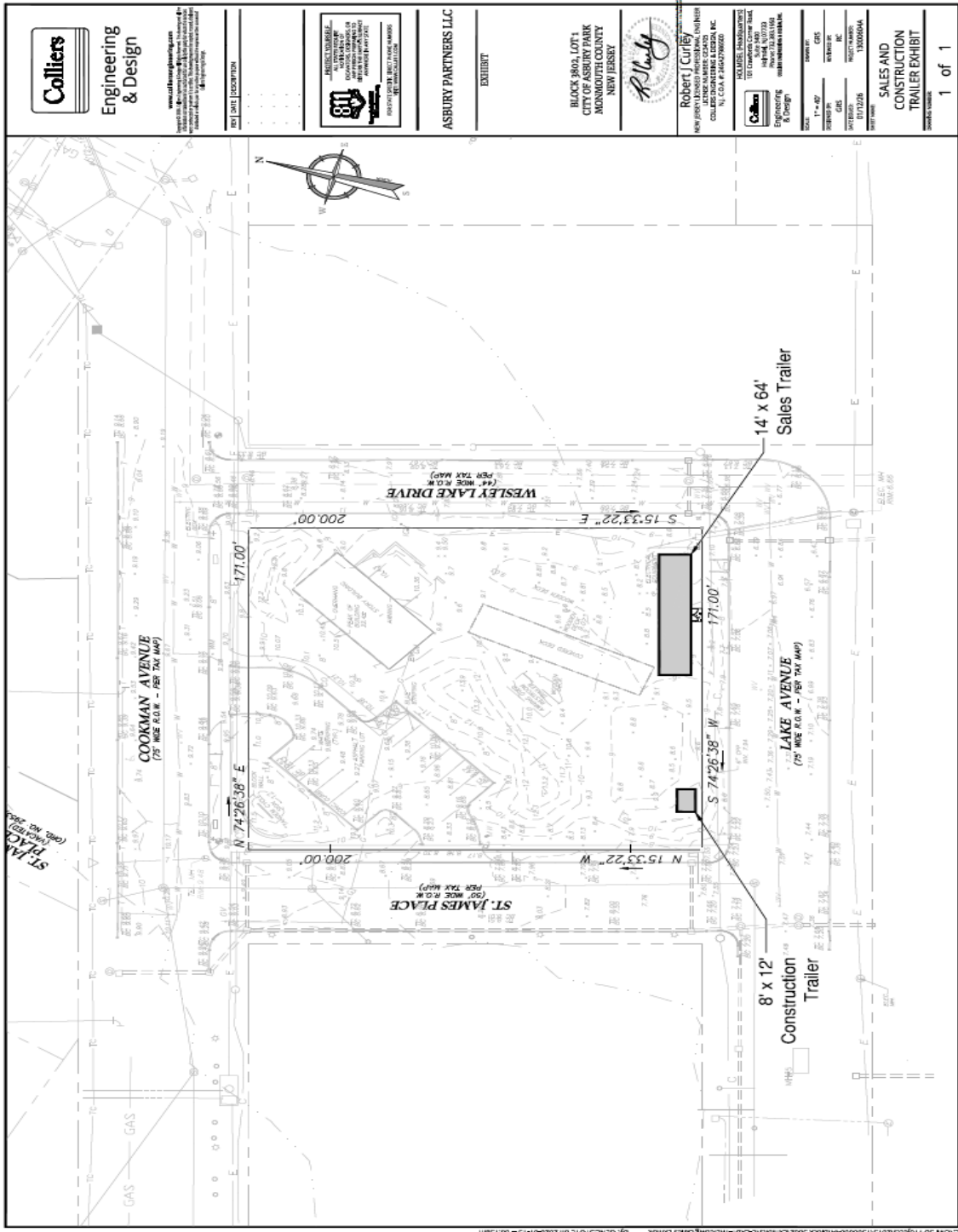
Notary Public

EXHIBIT A (to the Declaration)

The Encumbered Lands

EXHIBIT D

Sales and Construction Trailer Plan



<p>Colliers Engineering & Design</p> <p>www.colliersengineering.com 1000 Park Avenue, Suite 200 Asbury Park, NJ 07705 Tel: 732.826.8800 Fax: 732.826.8801</p>	<p>811 UNIVERSITY MICROFILMS SERIALS ACQUISITION 300 N ZEEB RD ANN ARBOR MI 48106</p>	<p>ASBURY PARTNERS LLC</p> <p>EXHIBIT</p>	<p>BLOCK 3802, LOT 1 CITY OF ASBURY PARK MONMOUTH COUNTY NEW JERSEY</p> <p>Robert Curcio Professional Engineer 1000 Park Avenue, Suite 200 Asbury Park, NJ 07705 Tel: 732.826.8800 Fax: 732.826.8801</p>	<p>SCALE: UNASSIGNED 1" = 40'</p> <p>DATE: 11-20-2017</p> <p>PROJECT: 17-007</p> <p>CLIENT: GSE</p> <p>DESIGNER: GSE</p> <p>DATE: 01/12/2018</p> <p>PROJECT NO: 17000004</p>
	<p>SALES AND CONSTRUCTION TRAILER EXHIBIT</p> <p>1 of 1</p>			

EXHIBIT D-1

TEMPORARY ROW USE PLAN

As shown on the **Temporary ROW Use Plan** shown on the next page, the Entity's use of the public right-of-way ("ROW") during construction of the Project is anticipated to be as follows:

1. The sales trailer and construction trailer shall be placed on the community Project site adjacent to the Lake Avenue right-of-way (**ROW**) (not within the ROW) at the inception of community construction, as depicted on the **Sales Trailer and Construction Trailer Plan** (Exhibit D).
2. Site-related work performed within the portions of the City-owned **ROWS** depicted on the **Temporary ROW Use Plan** - below (Exhibit D-1) shall only commence after the completion of the exterior construction and completion of the proposed residential building structure. Any temporary site-related work within the City's ROWs shall be limited to the areas within the red rectangles depicted on the Temporary ROW Use Plan. To avoid disruption to City operations during the busier summer season, any site-related work within the City's ROWs shall only take place between September 15th and May 15th of each calendar year. The City shall be compensated for any parking space interference during construction pursuant to the City's Waterfront Meter Rate/Ordinance.
3. **First Temporary ROW Use (Cookman Avenue ROW)** - Following the completion of construction of the exterior of the residential building structure, site-related work performed within the portions of the City-owned ROWs shall commence in the areas along the Cookman Avenue ROW first. Work shall take place over a 3-month period. [Approximately 3 on-street parking spaces will be temporarily impacted as shown on Exhibit D-1.]
4. **Second Temporary ROW Use (St. James Place ROW)** - Following the completion of the site-related work along Cookman Avenue ROW, site-related work shall next commence along the St. James Place ROW. Work shall take place over a 3-month period. [Approximately 6 on-street parking spaces will be temporarily impacted as shown on Exhibit D-1.]
5. **Third Temporary ROW Use (Wesley Lake Drive ROW)** - Following the completion of the site-related work along St. James Place ROW, site-related work shall next commence along the Wesley Lake Drive ROW. Work shall take place over a 3-month period. [Approximately 7 on-street parking spaces will be temporarily impacted as shown on Exhibit D-1.]
6. **Fourth and Final Temporary ROW Use (Lake Avenue ROW)** - Following the completion of most but not all site-related work for the community site development, the sales trailer and construction trailer shall be removed from the community site, and any site related work within the areas previously occupied by the sales trailer and construction trailer shall be undertaken, as shall the site-related work along the Lake Avenue ROW. Work shall take place over a 3-month period. [Approximately 10 on-street parking spaces will be temporarily impacted as shown on Exhibit D-1.]

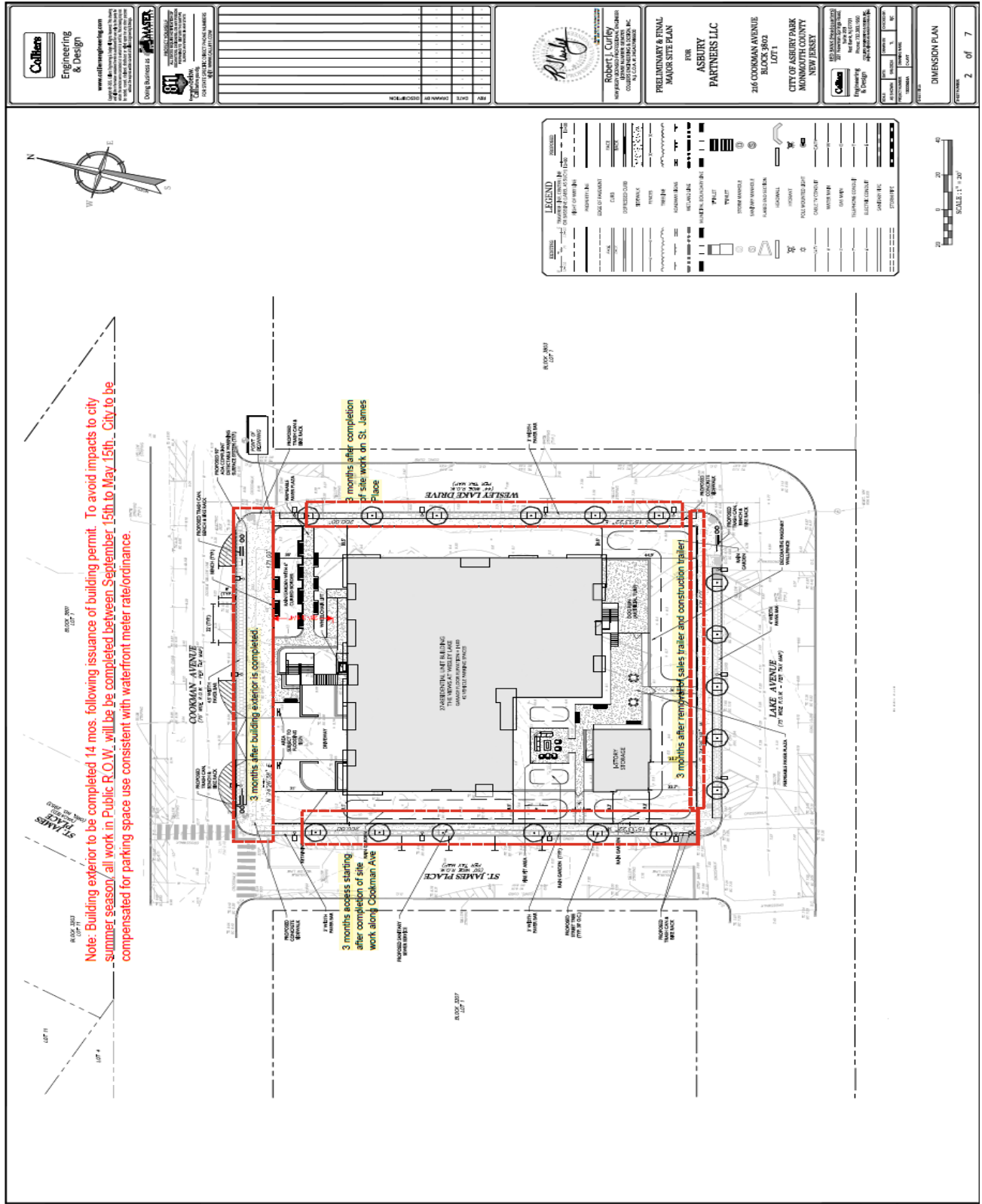


EXHIBIT E

Assumed Unit Pricing

THE VIEWS AT WESLEY LAKE – ESTIMATED BASE PRICING

Unit/Model Name	Quantity of Units/Model	Base Sales Price Per Unit/Model	Total Sales Price for Units
Sunset	2 \$	818,991	\$1,637,982
Springwood	4 \$	917,991	\$3,671,964
Kingsley	3 \$	926,991	\$2,780,973
Asbury	3 \$	1,093,491	\$3,280,473
Cookman	3 \$	1,282,491	\$3,847,473
Dunlewy	12 \$	1,021,491	\$12,257,892

EXHIBIT F
Sustainability Checklist

K. Hovnanian - The Views at Wesley Lake

Asbury Park, NJ

Note: The information on this tab is READ-ONLY. To edit this information, see the Credit Category tabs.

Total	Projected Certification Level: SILVER	Verified 0
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Integrative Process	Preliminary Y	2 of 2	M 0	Verified 0
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IPc	Integrative Process	2 of 2	0
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Location and Transportation	Preliminary Y	12 of 15	M 0	Verified 0
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LTP	Floodplain Avoidance	Required	Not Verified
LTC	LEED for Neighborhood Development	0 of 15	0
LTC	Site Selection	8 of 8	0
LTC	Compact Development	3 of 3	0
LTC	Community Resources	1 of 2	0
LTC	Access to Transit	0 of 2	0



Sustainable Sites	Preliminary Y	1 of 7	M 0	Verified 0
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SSp	Construction Activity Pollution Prevention	Required	Not Verified
SSp	No Invasive Plants	Required	Not Verified
SSc	Heat Island Reduction	0 of 2	0
SSc	Rainwater Management	0 of 3	0
SSc	Nontoxic Pest Control	1 of 2	0



Water Efficiency	Preliminary Y	4 of 12	M 0	Verified 0
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WEp	Water Metering	Required	Not Verified
WEc	Total Water Use	0 of 12	0
WEc	Indoor Water Use	4 of 6	0
WEc	Outdoor Water Use	0 of 4	0



Energy and Atmosphere	Preliminary Y	24 of 38	M 0	Verified 0
------------------------------	----------------------	----------	-----	-------------------

EAp	Minimum Energy Performance	Required	Not Verified	
EAp	Energy Metering	Required	Not Verified	
EAp	Education of the Homeowner, Tenant or Building Manager	Required	Not Verified	
EAc	Annual Energy Use	19 of 29	0	0
EAc	Efficient Hot Water Distribution System	3 of 5	0	
EAc	Advanced Utility Tracking	0 of 2	0	
EAc	Active Solar-Ready Design	1 of 1	0	
EAc	HVAC Start-Up Credentialing	1 of 1	0	



Materials and Resources		Preliminary	Y	3 of 10	M	0	Verified	0
MRp	Certified Tropical Wood			Required				Not Verified
MRp	Durability Management			Required				Not Verified
MRC	Durability Management Verification			1 of 1		0		
MRC	Environmentally Preferable Products			2 of 4		0		
MRC	Construction Waste Management			0 of 3		0		
MRC	Material-Efficient Framing			0 of 2		0		



Indoor Environmental Quality		Preliminary	Y	8 of 16	M	0	Verified	0
EQp	Ventilation			Required				Not Verified
EQp	Combustion Venting			Required				Not Verified
EQp	Garage Pollutant Protection			Required				Not Verified
EQp	Radon-Resistant Construction			Required				Not Verified
EQp	Air Filtering			Required				Not Verified
EQp	Environmental Tobacco Smoke			Required				Not Verified
EQp	Compartmentalization			Required				Not Verified
EQc	Enhanced Ventilation			3 of 3		0		
EQc	Contaminant Control			0 of 2		0		
EQc	Balancing of Heating and Cooling Distribution Systems			2 of 3		0		
EQc	Enhanced Compartmentalization			0 of 1		0		
EQc	Enhanced Combustion Venting			2 of 2		0		
EQc	Enhanced Garage Pollutant Protection			0 of 2		0		
EQc	Low-Emitting Products			1 of 3		0		



Innovation		Preliminary	Y	0 of 6	M	0	Verified	0
INp	Preliminary Rating			Required				Not Verified
INc	Innovation			0 of 5		0		
INc	LEED Accredited Professional			0 of 1		0		



Regional Priority		Preliminary	Y	2 of 4	M	0	Verified	0
RPC	Regional Priority			2 of 4		0		

Point Floors

The project earned at least 8 points total in Location and Transportation and Energy and Atmosphere	Yes
The project earned at least 3 points in Water Efficiency	Yes
The project earned at least 3 points in Indoor Environmental Quality	Yes

Total		Preliminary	Y	56 of 110	M	0	Verified	0
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Certification Thresholds Certified: 40-49, Silver: 50-59, Gold: 60-79, Platinum: 80-110

Frank Swol, LEED AP Homes / LEED Green Rater
 Vice President
 EAM Associates
 May 4th, 2026



ORDINANCE - 2026-13

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

BOND ORDINANCE PROVIDING FOR VARIOUS TRANSPORTATION UTILITY IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$2,070,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,070,000 IN BONDS OR NOTES TO FINANCE THE COST THEREOF

BE IT ORDAINED by the CITY COUNCIL OF THE CITY OF ASBURY, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken in and by the City of Asbury, in the County of Monmouth, New Jersey (the "City"). For the improvements or purposes described in Section 3, there is hereby appropriated the sum of \$2,070,000, said sum being inclusive of all appropriations heretofore made therefor. No down payment is required or appropriated herein, in accordance with N.J.S.A. 40A:2-11c of the Local Bond Law, as this bond ordinance authorizes obligations solely for purposes which are self-liquidating and deductible from the gross debt of the City as set forth in N.J.S.A. 40A:2-7h.

Section 2. In order to finance the costs of said improvements or purposes not provided for by the application of a down payment, negotiable bonds are hereby authorized to be issued in the principal amount not to exceed \$2,070,000, pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized and the purposes for which the obligations are to be issued consist of various transportation utility improvements including, but not limited to, (i) traffic signal and safety improvements at Sunset and Grand Avenue, Asbury and Grand

Avenue, 4th and Grand Avenue and associated roads, sidewalk and curb improvements, and the acquisition and installation, as applicable, of associated traffic signals, devices and other equipment; and (ii) improvements for the Asbury Park train station including, but not limited to, acquisition and installation, as applicable, of two (2) Portland Loo outdoor restrooms and associated plumbing and electrical work, together with all purposes necessary, incidental or appurtenant thereto, all as shown on and in accordance with contracts, plans, specifications or requisitions therefor on file with or through the City Clerk, as finally approved by the governing body of the City.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is \$2,070,000, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is \$2,070,000, which is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the City (the "Chief Financial Officer"), provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the City may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is fifteen (15) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the City Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the

Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the City as defined in the Local Bond Law is not increased by the authorization of the \$2,070,000 bonds and notes provided in this bond ordinance because the purposes authorized herein are self-liquidating and are deductible from the City's gross debt in accordance with N.J.S.A. 40A:2-44c and the obligations authorized herein will be within all debt limitations prescribed by said Law.

(d) An aggregate amount not exceeding \$600,000 for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the City are used to finance, on an interim basis, costs of said improvements or purposes, the City reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto.

(f) This bond ordinance authorizes obligations of the City solely for purposes described in subparagraph (h) of §40A:2-7 of the Local Bond Law, and the obligations authorized herein are to be issued for purposes which are self-liquidating within the meaning and limitation of N.J.S.A. 40A:2-45 of said Law and are deductible from the gross debt of the City pursuant to N.J.S.A. 40A:2-44c and N.J.S.A. 40A:2-47(a) of said Law.

Section 6. The capital budget of the City is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the City Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the City for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements within the appropriation herein authorized or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and, unless paid from other sources, the City shall be obligated to levy ad valorem taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first dissemination thereof through the municipality's website after final adoption, as provided by the Local Bond 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



CITY OF ASBURY PARK
 COUNTY OF MONMOUTH, NEW JERSEY
 STATE OF NEW JERSEY
RESOLUTION TO AMEND 2026 CALENDAR YEAR BUDGET

WHEREAS, the local municipal budget for the calendar year 2026 was approved on the 8th day of April, 2026, and

WHEREAS, the public hearing on said budget has been held as advertised, and

WHEREAS, it is desired to amend said approved budget,

NOW THEREFORE BE IT RESOLVED, by the Mayor and Borough Council of the City of Asbury Park, County of Monmouth, New Jersey, that the following amendments to the approved budget for the calendar year 2026 be made:

	<u>Ayes</u>	<u>Abstained</u>	
Recorded Vote	(John Moor	(
(Insert last names)	(Amy Quinn	(
	(Eileen Chapman	(
	(Angela Abhez-Anderson	(
	(<u>Absent</u>	
	((Yvonne Clayton	
		(
			<u>From</u>
			<u>To</u>
Current Fund - Anticipated Revenues:			
General Revenues			
1. Surplus Anticipated	\$ 6,100,000.00		\$ 6,338,000.00
Total Surplus Anticipated	<u>6,100,000.00</u>		<u>6,338,000.00</u>
3. Miscellaneous Revenues			
Section G: Special Items of Revenue Anticipated			
with Prior Written Consent of			
Director of Local Government Services - Other			
Special Items:			-
Payment in Lieu of Taxes 550 Cookman	238,000.00		140,707.00
Payments in Lieu of Taxes-Redevelopment Projects	2,100,000.00		1,815,000.00
Utility Operating Surplus Sewer Utility	<u>2,450,000.00</u>		<u>2,594,293.00</u>
Total Miscellaneous Revenues - Section G	<u>17,922,967.73</u>		<u>17,684,967.73</u>
Total Miscellaneous Revenues	<u>37,525,167.28</u>		<u>37,287,167.28</u>
5. Subtotal General Revenues	\$ 43,631,575.28		\$ 43,631,575.28
7. TOTAL GENERAL REVENUES	<u>\$ 63,085,013.94</u>		<u>\$ 63,085,013.94</u>
	<u>From</u>		<u>To</u>
10. Dedicated Revenues From Transportation Utility:			
Surplus Anticipated	<u>-</u>		<u>186,892.75</u>
Total Transportation Utility Revenues	<u>\$4,970,522.80</u>		<u>\$5,157,415.55</u>

11. Appropriations For Transportation Utility:

Deferred Charges:		
Expenditures without Appropriation Capital	-	186,892.75
Total Transportation Utility Appropriations	<u>\$4,970,522.80</u>	<u>\$5,157,415.55</u>

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed forthwith in the office of the Director of Local Government Services for his certification of the 2026 Local Municipal Budget, so amended.

BE IT FURTHER RESOLVED, that this complete amendment, in accordance with the provisions of N.J.S.A. 40A:5-7 the advertisement is required to be published on the City's website cityofasbury.com on May 22, 2026 and that said publication contain notice of public hearing on said amendment to be held at the Municipal Building on May 27, 2026, at 6:00 o'clock p.m.

IT IS HEREBY CERTIFIED that this is a true copy of a resolution amending the Budget, adopted by the governing body on the 13th of May, 2026.

SECTION 2 - UPON ADOPTION FOR YEAR 2026

Be it Resolved by the COUNCIL MEMBERS of the CITY
of ASBURY PARK, County of MONMOUTH that the budget hereinbefore set forth is hereby
adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$ 18,322,968.21 (Item 2 below) for municipal purposes, and
- (b) \$ - (Item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and,
- (c) \$ - (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in
Type II School Districts only (N.J.S.A. 18A:9-3) and certification to the County Board of Taxation of
the following summary of general revenues and appropriations.
- (d) \$ - (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy
- (e) \$ - (Sheet 44) Arts and Culture Trust Fund Levy
- (f) \$ 1,130,470.45 (Item 5 Below) Minimum Library Tax

RECORDED VOTE
(Insert last name)

Ayes	Nays	Abstained	
Absent			

SUMMARY OF REVENUES

1. General Revenues			
Surplus Anticipated	08-100	\$	6,338,000.00
Miscellaneous Revenues Anticipated	13-099	\$	37,287,167.28
Receipts from Delinquent Taxes	15-499	\$	6,408.00
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSED (Item 6(a), Sheet 11)	07-190	\$	18,322,968.21
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:			
Item 6, Sheet 42	07-195	\$	-
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191	\$	-
TOTAL AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY		\$	-
4. To Be Added TO THE CERTIFICATE FOR THE AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:			
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191		
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY TAX	07-192	\$	1,130,470.45
Total Revenues	13-299	\$	63,085,013.94

SUMMARY OF APPROPRIATIONS

5. GENERAL APPROPRIATIONS:	XXXXXX	XXXXXXXXXXXXXXXXXX
Within "CAPS"	XXXXXX	XXXXXXXXXXXXXXXXXX
(a & b) Operations Including Contingent	34-201	\$ 46,464,070.60
(e) Deferred Charges and Statutory Expenditures - Municipal	34-209	\$ 8,907,928.27
(g) Cash Deficit	46-885	\$ -
Excluded from "CAPS"	XXXXXX	XXXXXXXXXXXXXXXXXX
(a) Operations - Total Operations Excluded from "CAPS"	34-305	\$ 3,288,241.00
(c) Capital Improvements	44-999	\$ 100,000.00
(d) Municipal Debt Service	45-999	\$ 3,854,000.00
(e) Deferred Charges - Municipal	46-999	\$ -
(f) Judgments	37-480	\$ -
(n) Transferred to Board of Education for Use of Local Schools (N.J.S.A. 40:48-17.1 & 17.3)	29-405	\$ -
(g) Cash Deficit	46-885	\$ -
(k) For Local District School Purposes	29-410	\$ -
(m) Reserve for Uncollected Taxes	50-899	\$ 470,774.07
6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICT ONLY (N.J.S.A. 40A:4-13)	07-195	
Total Appropriations	34-499	\$ 63,085,013.94

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the _____ day of _____, 2026. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2026 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this _____ day of _____, 2026, _____, Clerk

Signature