



Agenda  
Meeting of the Municipal Council  
Wednesday, February 11, 2026  
REGULAR MEETING 6:00 PM

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

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

B. Contract Negotiation

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

C. Attorney-Client Privilege

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

Call to Order/Roll Call

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: January 28, 2026

Regular Meeting Minutes: January 28, 2026

#### C. Consent Agenda Resolutions

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

2026-107 Resolution Approving Special Event Applications

2026-108 Resolution to Adjust Sewer Charges on Various Accounts

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

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

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

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

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

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

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

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

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

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

2026-119 Resolution Amending Resolution 2026-55, "Resolution Approving Change Order #6 And Request To Exceed 20% Change Order Threshold For Asbury Park Boardwalk Restroom Project" To Correct A Dollar Amount

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

#### D. Individual Resolutions

2026-121 Resolution Authorizing Payment Of Bills

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

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

#### E. Ordinances

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

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

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

#### F. Public Hearing/Second Reading

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

2026-2 Ordinance Amending the Main Street Redevelopment Plan

#### G. Adjournment





**RESOLUTION - 2026-106**

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

**Resolution Authorizing A Meeting Which Excludes The Public**

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on February 11, 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. Contract Negotiations:

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

2. Attorney-Client Privilege:

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

ANTHONY CUCCI  
CITY CLERK

I, ANTHONY CUCCI, City Clerk of the City of Asbury Park, Monmouth County, New

Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2026-\_\_ which was finally adopted by the City Council at a meeting held on the \_\_ day of \_\_, 2026

CERTIFIED BY ME THIS \_\_ DAY OF \_\_, 2026.

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Anthony Cucci, City Clerk

ANTHONY CUCCI  
CITY CLERK



Minutes  
Meeting of the Municipal Council  
Wednesday, January 28, 2026  
REGULAR MEETING

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

A. 2026-78 Resolution Authorizing A Meeting Which Excludes The Public

B. Public Safety

1. Police Monthly Report December 2025 & 2025 Yearly Report

C. Contract Negotiation

1. Block 705, Lot 4.01, 900 Springwood Avenue

2. New Cingular Wireless PCS, LLC at 1700 Kingsley Avenue, Block 4304, Lot 1

D. 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 Yvonne Clayton	Present
Council member Eileen Chapman	Absent
City Clerk Anthony Cucci	Present
City Manager Adam Cruz	Present
Deputy City Manager Cassandra Dickerson	Present
City Attorney Kevin Starkey	Present

Silent Prayer/Moment of Reflection

Salute to the Flag

## Announcement - Open Public Meetings Act

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

### Special Event Applications:

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

### Items to be Presented:

#### Matters from City Council

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

Council member Clayton had no matters at this time

Deputy Mayor Quinn stated, I want to thank a few people for this weekend. I'm glad there's so many people here to hear this. Asbury Park is the only municipality in Monmouth County that has two code blues. What that means is we house people are unhoused during storms; we house them in two places. Trinity; so, I want to give a huge shout out to Father Chase. And the second one is Mercy Center; I want to give a shout out to Kim Guadagno. There are 53 municipalities in Monmouth County. Of the 53, about 5, and we're two because we do it twice, are the only ones that do code blue. And the reason that was really important this weekend is because code blue goes from about 7:00PM to about 6:00AM but people need some place to go during the day when there's a blizzard. And so, I want to thank our fire department for picking everybody up, putting them in the transportation center and putting the heat on. So, thank you to our fire department, and I really hope towns in Monmouth County start to step up their code blue and start picking up, so Asbury doesn't have to have two, and some towns could just have one because most towns have none. So, I want to thank our fire department, Trinity, and Mercy Center for really coming through this week.

Mayor Moor stated, Amy good job. I wish some of the towns would step up also and stop bringing people to Asbury Park, because that's what's happening. These other towns are having their police departments bring everybody to Asbury Park; it's totally wrong that no other town in this county gives a darn about people that are homeless and need shelter.

#### Matters from City Manager

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

#### Matters from City Attorney

City Attorney, Kevin Starkey stated, I would like to make an announcement for the benefit of the

public. There's been a resolution added to the agenda tonight. It is Resolution 2026-105. This is related to- I'm sure people have read the reports about the Casino and the breezeway. And a proposal by Madison – Asbury Retail for potential demolition. This resolution will authorize the City's redevelopment counsel- who's sitting right here in the front row to take action, including the issuance of notices of default to Madison because of this proposed demolition. And I just want to read one part of it; it'll authorize the mayor of the city, his designees and city staff, professionals, and consultants on behalf of the city to take all necessary and appropriate actions to implement this resolution and authorized to take such further actions as may be necessary or appropriate to protect and advance the rights and remedies of the City. Because the actions that have been taken by Madison Marquette have raised significant potential for litigation. I have directed, as I always do in matters involving litigation, the Mayor and Council not to comment on what's going to be happening. Anyone here is free to make any comment you want about it. That's what the public hearing will be for. And if there are questions that I can answer, or Joe Maraziti, our redevelopment counsel, can answer, we'll try to do so. We're going to be somewhat circumspect as well in our answers, because we don't want to impair the rights of the City and the position of the City in any potential litigation going forward. So I just want to let everybody know that upfront before we get to the public comment period after the presentation tonight. Thank you.

Presentation by APW Redeveloper LLC for redevelopment of 3803, Lot 1 and part of Block 4503, lot 1 (200 Cookman Avenue and 100 Asbury Avenue)

### **III. Regular Meeting**

#### **A. Public Participation**

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

The following members of the public spoke:

Caitlyn Dabney, Heather Fowler, Sean, Kristen O'Mara, Kay Harris, Spencer Pellas, Joe Weeny, and Caitlyn Nasher made a comment about redevelopment maintaining historical integrity around the breezeway, casino, and carousel. Bob Zuckerman made a comment about the planning board and the breezeway. Katherine Healy thanked the council for a resolution and made a comment about a development group and their redevelopment schedule. Jameson Miller made a comment about historical integrity and the overabundance of luxury housing. Richard H. Richer made a comment about the Paramount Theater and funds. Kevin Strickland made a comment about the little leagues upcoming pancake breakfast and a soccer field to be installed behind the high school. Gabriella Cuccinotta made a comment about the Shade Tree Commission and sidewalks. Regine Flimlin made a comment about taxes and historic buildings. Frank Cuccinotta asked for clarification on default and a comment about when the PILOT agreement expires. Celia Morrissette made a comment about properties being foreclosed on.

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

#### **B. Minutes**

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

Executive Meeting Minutes: January 14, 2026

Regular Meeting Minutes: January 14, 2026

### C. Consent Agenda Resolutions

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

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

2026-79 Resolution Approving Special Event Applications

2026-80 Resolution Authorizing The Transfer Of Appropriation Reserves In The Fiscal Year 2025 Budget

2026-81 Resolution Amending Temporary Budget Appropriations For 2026 Budget

2026-82 Resolution To Prorate, Cancel, And Refund Taxes For Various Properties

2026-83 Resolution to Refund Overpaid Municipal Charges for Various Properties

2026-84 Resolution Authorizing An Annual Service Agreement For Mobile Date Service Coverage

2026-85 Resolution amending the contract with F&P Associates for LSRP Services at the DPW Garage

2026-86 Resolution authorizing the annual renewal of the City's Fleet Management Software License for 2026

2026-87 Resolution Authorizing Testing Required At The Sewer Plant To Maintain Department Of Environmental Protection Compliance

2026-88 Resolution Requesting A Second Grant Award Extension From The New Jersey Department Of Transportation For The LA-2023 LAIF Asbury Park City Transportation Center, Cookman Avenue, Lake Avenue, And Springwood Avenue Bicycle Rack And Locker Grant Project

2026-89 Resolution Accepting The Bid And Awarding Of A Contract For The Rehabilitation Of Block 3603, Lot 9, Qualifier C0206, 300 Seventh Avenue, Unit 10, In The City Of Asbury Park Pursuant To The Asbury Park Home Improvement Program To A-Plus Construction, Inc.

2026-90 Release Of Performance Bond For The Completed Townhouses At 1401 Kingsley Street And The Required Posting Of A Maintenance Fee Of \$2650.50

2026-91 Resolution Awarding a Contract for U.S. Environmental Protection Agency Brownfield Community-Wide Hazardous Substances CLEAN UP Grant Management and Services To Brownfield Redevelopment Solutions, Incorporated (BRS)

2026-92 Resolution approving change order #1 for the First Avenue Roadway Improvements Project

2026-93 Resolution Authorizing Appointments to the Planning Board

2026-94 Resolution Authorizing Appointments to the Business Advisory Committee

2026-95 Resolution Authorizing An Agreement With Mazza Recycling For The Processing And Disposition Of Recyclable Materials

2026-96 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Asbury Music Company, Inc. in the City of Asbury Park, County of Monmouth, New Jersey

2026-97 Resolution for Liquor License Renewal 2023-2024 with 12.18 Ruling For Asbury Music Company

2026-98 Resolution for Liquor License Renewal 2024-2025 with 12.18 Ruling For Asbury Music Company

2026-99 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Asbury Music Company, Inc. in the City of Asbury Park, County of Monmouth, New Jersey

#### D. Individual Resolutions

2026-55 Resolution approving change order #6 and request to exceed 20% change order threshold for Asbury Park Boardwalk Restroom Project

**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 Yvonne Clayton  
**NAYS:** None

2026-100 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 Yvonne Clayton  
**NAYS:** None

2026-101 Resolution Authorizing the County of Monmouth Mosquito Control Division to Conduct Aerial Mosquito Control Operations within the City of Asbury Park

**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  
**NAYS:** Council member Yvonne Clayton

2026-102 Resolution Authorizing Uniform Shared Services Agreement Between The City Of Asbury Park, And The Monmouth Ocean Police Athletic League To Provide Space Within 9 Main Street, Asbury Park, New Jersey, For Recreation And Community Programs

**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 Yvonne Clayton  
**NAYS:** None

2026-103 Resolution Authorizing Appointments to the Mayor's Wellness Committee

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

**NAYS:** Ahbez-Anderson, Council member Yvonne Clayton  
None  
2026-104 Resolution Authorizing An Appointment to the Housing Authority

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

2026-105 Resolution Of The Mayor And City Council Of The City Of Asbury Park Authorizing Special Redevelopment Counsel To Issue Updated And/Or Additional Notices Of Default To Madison Asbury Retail, LLC With Specific Regard To The Casino Building For Failure To Meet Its Obligations Under The Subsequent Developer Agreement Between The City Of Asbury Park, Madison Asbury Retail, LLC And Asbury Partners, LLC Dated June 1, 2010

**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 Yvonne Clayton  
**NAYS:** None

#### E. Ordinances

##### 1. Introduction

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

**RESULT:** Passed - Introduced 1/28/2026  
**MOVER:** Deputy Mayor Amy Quinn  
**SECONDER:** Mayor John Moor  
**AYES:** Mayor John Moor, Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Yvonne Clayton  
**NAYS:** None

2026-2 Ordinance Amending the Main Street Redevelopment Plan

**RESULT:** Passed - Introduced 1/28/2026  
**MOVER:** Deputy Mayor Amy Quinn  
**SECONDER:** Council member Yvonne Clayton  
**AYES:** Mayor John Moor, Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Yvonne Clayton  
**NAYS:** None

F. Adjournment

The meeting was adjourned at 7:35 PM

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

Respectfully submitted by:

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Anthony Cucci, City Clerk



**RESOLUTION - 2026-107**

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

**RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS**

**WHEREAS**, at work session meeting of the Mayor and Council held on February 11, 2026 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Second Sunday Sidewalk Sales
2. Weddings: 8/29, 10/25

**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.

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Anthony Cucci, City Clerk

ANTHONY CUCCI  
CITY CLERK

Date Application Received: _____  Application Fee Paid: _____
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## 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](mailto: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: Second Sunday Sidewalk Sales

Date of Event: 5/10/26, 6/14/26, 7/12/26, 8/9/26, 9/13/26 Rain Date: n/a

Time of Event: 9:00am to 3:00pm Setup time: n/a Break-down time: n/a

Location of Event: Asbury Park (Citywide)

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>Sidewalk Sale</u> |

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



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: 8/29/24 Ceremony start time: 4pm End time: 6:30pm
Setup time: 4:30pm (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 X
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: Alyssa Zygmunt

Contact #: Email Address: azygmunt@macdones.com

Applicant 2- Name & Address: Barbara Hargadon + Courtney

Contact #: Email Address:

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

Will any of the following items be used (check all that apply):

Pa system

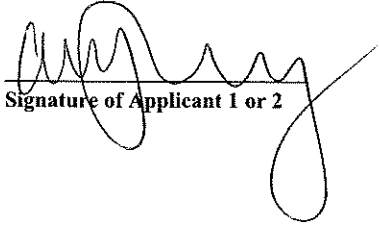
Archway

Other structures:

Chairs

Canopy/tent (if larger than 30x30, a permit is required)

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of my event. I also understand that I am responsible for the cleanup of the area where my event is held and that no cooking or alcohol are allowed on the beach. If it becomes necessary for the City to care for the area, I am liable for all costs incurred. Lastly, I understand all fees are non-refundable.

  
Signature of Applicant 1 or 2

1/4/26  
Date



# 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

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: 10/24/26 Ceremony start time: 6pm End time: 6:30  
Setup time: 4pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave beach

YES  NO Will reserved parking spaces be requested? If so, how many spaces \_\_\_\_\_ where \_\_\_\_\_

Please visit [www.cityofasburypark.com](http://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: David Greaux & Samantha Gueli  
1200 Ocean Ave. Asbury Park, NJ 07712

Contact #: Vickona DeSantis Email Address: vdesantis@mcloones.com

Applicant 2- Name & Address: \_\_\_\_\_

Contact #: \_\_\_\_\_ Email Address: \_\_\_\_\_

# of people in wedding party: 20

# of people attending wedding: 150

Will any of the following items be used (check all that apply):

- Pa system
- Archway

- Chairs
- Canopy/tent (if larger than 30x30, a permit is required)

Other structures:

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of my event. I also understand that I am responsible for the cleanup of the area where my event is held and that no cooking or alcohol are allowed on the beach. If it becomes necessary for the City to care for the area, I am liable for all costs incurred. Lastly I understand all fees are non-refundable.

V. Redmond  
Signature of Applicant 1 or 2

9/11/25  
Date



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 11, 2026  
RESOLUTION SUMMARY

**2026-108**

This resolution is to adjust sewer charges on properties that were incorrectly billed due to inaccurate reporting from NJ American Water. This can be placed on the consent agenda as this resolution is routine in nature.



**RESOLUTION - 2026-108**

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

**WHEREAS**, Pursuant to N.J.S.A 40A: 5-17 the governing body of a Municipality may adopt a resolution authorizing the tax collector to make adjustments to a property owners account, and;

**WHEREAS**, the Tax Collector has verified with NJ American Water Company's billing records for various accounts; and

**WHEREAS**, the Tax Collector requests to adjust sewer charges for various accounts that were not accurately reported; and

**THEREFORE, LET IT BE RESOLVED**, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to do the following:

1. Apply a credit of \$160.00 onto account #10791758-0, 701 Sunset Avenue, assessed to Lauren J Cretella & Susan Belanger.
2. Apply a credit of \$298.80 onto account #10392504-0, 1539 Bangs Avenue, assessed to Luis Figueroa.
3. Apply a credit of \$80.00 onto account #10805507-0, 612 Seventh Avenue, assessed to James J & Karen Hanyok.
4. Apply a credit of \$240.00 onto account #10653502-0, 304 Second Avenue, assessed to 304 Second Avenue, LLC.

5. Apply a credit of \$80.00 onto account #10854506-0, 1603 Park Avenue, assessed to Ronald B Permutt & Victor Corbo.

6. Apply a credit of \$1,760.00 onto account #10684757-0, 604 Third Avenue, assessed to Ellen Flenniken & Katelyn McCormick.

I, ANTHONY CUCCI, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2026-\_\_ which was finally adopted by the City Council at a meeting held on the \_\_ day of \_\_\_\_, 2026

CERTIFIED BY ME THIS \_\_ DAY OF \_\_\_\_, 2026.

---

Anthony Cucci, City Clerk

ANTHONY CUCCI  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 11, 2026  
RESOLUTION SUMMARY

**2026-109**

Resolution To Refund Overpaid Municipal Charges For Various Properties



**RESOLUTION - 2026-109**

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

**RESOLUTION TO REFUND OVERPAID MUNICIPAL CHARGES FOR VARIOUS PROPERTIES**

**WHEREAS**, the below properties have overpayments credited against their accounts; and

**WHEREAS**, the Tax Collector has been requested, in writing, to refund the payer, who has provided documented proof of payment; and

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

1. Refund an overpayment of sewer charges in the amount of \$756.00 to Anthony E Lombardo, for account # 10584509-0, 516 Sewall Avenue.

I, ANTHONY CUCCI, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2026-\_\_ which was finally adopted by the City Council at a meeting held on the \_\_ day of \_\_, 2026

CERTIFIED BY ME THIS \_\_ DAY OF \_\_, 2026.

---

Anthony Cucci, City Clerk

ANTHONY CUCCI  
CITY CLERK





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 11, 2026  
RESOLUTION SUMMARY

**2026-110**

Application To The New Jersey Urban Enterprise Zone Authority For Zone Assistance Funds In The Amount of \$125,000 To Plan And Execute The Asbury Park Jazz Festival



**RESOLUTION - 2026-110**

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

**RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY FOR ZONE ASSISTANCE FUNDS IN THE AMOUNT OF \$125,000 TO PLAN AND EXECUTE THE ASBURY PARK JAZZ FESTIVAL**

**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**, the City recognizes the economic challenges facing UEZ member businesses and desires to provide support in the City's UEZ areas: and

**WHEREAS**, in order to provide such support, the City is desirous of obtaining proceeds from its Zone Assistance Fund (ZAF) allotment: and

**WHEREAS**, pursuant to N.J.S. 52:27H-88 in order to fund this project from funds deposited in the Enterprise Zone Assistance Funds, (ZAF), the governing body must adopt a resolution approving and authorizing the use of Zone Assistance Funds.

**WHEREAS**, the City of Asbury Park directs the UEZ Coordinator to submit a project request to the New Jersey Urban Enterprise Zone Authority (UEZA) for the creation of a new project to be titled Asbury Park Jazz Festival FY2026: and

**WHEREAS** the request in the amount of \$125,000.00 will allow the City of Asbury Park's UEZ Coordinator to plan and execute an event entitled Asbury Park Jazz Festival, to be held in the UEZ area, thus attracting new consumers to support the merchant community in the City's UEZ Zones;

**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 \$125,000 to the Urban Enterprise Zone Authority to evaluate and approve funding from the funds deposited in the Enterprise Zone Assistance fund and credited to the account of the City of Asbury Park. Said account is 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.

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Anthony Cucci, City Clerk

ANTHONY CUCCI  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 11, 2026  
RESOLUTION SUMMARY

**2026-111**

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



**RESOLUTION - 2026-111**

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

**RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY FOR ZONE ASSISTANCE FUNDS IN THE AMOUNT OF \$15,000 FOR THE CITY'S UEZ SPONSORED ANNUAL EVENT TITLED "MADE AND SOLD IN ASBURY PARK"**

**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**, the City recognizes the economic challenges facing UEZ member businesses and desires to provide support in the City's UEZ areas: and

**WHEREAS**, in order to provide such support, the City is desirous of obtaining proceeds from its Zone Assistance Fund (ZAF) allotment: and

**WHEREAS**, pursuant to N.J.S. 52:27H-88 in order to fund this project from funds deposited in the Enterprise Zone Assistance Funds, (ZAF), the governing body must adopt a resolution approving and authorizing the use of Zone Assistance Funds.

**WHEREAS**, the City of Asbury Park directs the UEZ Coordinator to submit a project request to the New Jersey Urban Enterprise Zone Authority (UEZA) to fund the annual UEZ Sponsored event titled "Made And Sold in Asbury Park" FY2026: and

**WHEREAS** the request in the amount of \$15,000.00 will allow the City of Asbury Park's UEZ Coordinator to execute this popular annual consumer event that supports the UEZ merchant community;

**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 \$15,000 to the Urban Enterprise Zone Authority to evaluate and approve funding from the funds deposited in the Enterprise Zone Assistance fund and credited to the account of the City of Asbury Park. Said account is 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.

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Anthony Cucci, City Clerk

ANTHONY CUCCI  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 11, 2026  
RESOLUTION SUMMARY

**2026-112**

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



**RESOLUTION - 2026-112**

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

**RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY FOR ZONE ASSISTANCE FUNDS IN THE AMOUNT OF \$10,000 TO CREATE A FIFA WORLD CUP DOWNTOWN VIEWING EVENT**

**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**, the City recognizes the economic challenges facing UEZ member businesses and desires to provide support in the City's UEZ areas: and

**WHEREAS**, in order to provide such support, the City is desirous of obtaining proceeds from its Zone Assistance Fund (ZAF) allotment: and

**WHEREAS**, pursuant to N.J.S. 52:27H-88 in order to fund this project from funds deposited in the Enterprise Zone Assistance Funds, (ZAF), the governing body must adopt a resolution approving and authorizing the use of Zone Assistance Funds.

**WHEREAS**, the City of Asbury Park directs the UEZ Coordinator to submit a project request to the New Jersey Urban Enterprise Zone Authority (UEZA) for the creation of a new project to be titled Asbury Park FIFA World Cup Downtown Viewing Event FY2026: and

**WHEREAS** the request in the amount of \$10,000.00 will allow the City of Asbury Park's UEZ to collaborate with UEZ area merchants and the Asbury Park Chamber of Commerce to provide a viewing event for the upcoming FIFA World Cup, thus attracting new consumers to support UEZ area businesses;

**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 \$10,000 to the Urban Enterprise Zone Authority to evaluate and approve funding from the funds deposited in the Enterprise Zone Assistance fund and credited to the account of the City of Asbury Park. Said account is 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.

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Anthony Cucci, City Clerk

ANTHONY CUCCI  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 11, 2026  
RESOLUTION SUMMARY

**2026-113**

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



**RESOLUTION - 2026-113**

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

**RESOLUTION AUTHORIZING PAYMENT TO REPLACE A FUEL PUMP AT THE  
DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the City of Asbury Park received an invoice from A.H. Hoffman, LLC to replace a damaged fuel pump at the Department of Public Works; and

WHEREAS, the price of the project is \$27,116.25 and is attached to this Resolution; and

WHEREAS, the City of Asbury Park is desirous of authorizing payment to A. H. Hoffmann, LLC for the damaged fuel pump replacement at the Department of Public Works in the amount of \$27,116.25; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 5-01-26-290-000-218. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizing payment to A. H. Hoffman, LLC in the amount of \$27,116.25 for the replacement of the damaged fuel pump at the Department of Public Works and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Public Works 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



**A. H. HOFFMANN, LLC**  
 ENVIRONMENTAL CONSULTANT  
 PETROLEUM EQUIPMENT CONTRACTOR  
 209 West Sylvania Avenue, Neptune City, NJ 07753-8233  
 Ph: 732-988-8000 / Fx: 732-922-3448



<b>TO:</b>	City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712	<b>LOCATION:</b>	DPW 9 Main Street Asbury Park, NJ 07712
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<b>INVOICE</b>	<b>42901</b>	<b>ORDERNO.</b> Emergency	<b>TERMS:</b>
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	<b>12-01-28</b>		
<p>Replace the existing single-outlet, commercial suction pump for gasoline due to damage from drive-off and fire. Repairs to suction, electric and communication lines and pump sump in fuelling island. Replace power and communications wiring to building sources as needed. Anchor pump to island and replace EVR-compliant hanging hardware. Start-up and check operations.          11/07/25 - 11/26/25</p>			
	Rebuilt Pump	\$ 6,500	.00
	Labor & Equipment	\$ 18,280	.00
	Materials	\$ 2,336	.25
<b>TE</b>	<b>Service Total</b>	<b>\$ 27,116</b>	<b>.25</b>

*A Service Charge will be added to any account over 30 days past due, at a rate of 2% per month (24% Annual Rate) Plus all Reasonable Legal & Collection Fees*



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 11, 2026  
RESOLUTION SUMMARY

**2026-114**

Resolution authorizing the purchase of a new influent pump needed at the Wastewater Treatment Plant in the amount of \$72,860 utilizing the North Jersey Cooperative Pricing System Co-op and Capital Funds.



**RESOLUTION - 2026-114**

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

**RESOLUTION AUTHORIZING THE PURCHASE OF A NEW INFLUENT PUMP FOR  
THE WASTEWATER TREATMENT PLANT**

WHEREAS, the City has a need to purchase a new influent pump needed at the Wastewater Treatment Plant; and

WHEREAS, the City has obtained the attached quote from Municipal Maintenance Co. totaling \$72,860.00 from the North Jersey Wastewater Cooperative Pricing System Co-Op Contract #B454-21; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase of a new influent pump to Municipal Maintenance Co. in the amount of \$72,860.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account C-08-55-529-025-002. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of a new influent pump in the amount of \$72,860.00 and a copy of this Resolution shall be provided to the Director of Public Works, City Manager, CFO 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.

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Anthony Cucci, City Clerk

ANTHONY CUCCI  
CITY CLERK



1352 Taylors Lane  
 Cinnaminson, NJ 08077  
 Ph: 856-786-9434  
 Fax: 856-786-0642  
[www.mmc-nj.com](http://www.mmc-nj.com)

# Quotation

DATE 1/27/2026  
 Quotation # 48238 R2

**Bill To:**  
 Greg Schwikert  
 City of Asbury Park  
 1700 Kingsley St.  
 Asbury Park, NJ  
 (732) 921-1074

Quotation valid until: 2/26/2026  
 Terms: Net 30 Days  
 Delivery: 12-14 Weeks

[greg.schwikert@cityofasburypark.com](mailto:greg.schwikert@cityofasburypark.com)

**Project Name:**

Item	Qty	Description	Unit Price	Total Price
1.	1	<b>Perform the following work:</b> <b>Option 1: Supply and Deliver Fairbank Morse Pump</b> • Model: B5741 - This is a direct replacement option which reuses the existing motor	\$ 72,860.00	\$ 72,860.00
<b>Total</b>				<b>\$ 72,860.00</b>

**Comments:**

- This quotation does not include any taxes if applicable
- Delivery dates subject to change due to any shipping delays

If you have any questions concerning this quotation, please contact:

Michael Provine

Account Manager  
[Mprovine@mmc-nj.com](mailto:Mprovine@mmc-nj.com)

THANK YOU FOR YOUR BUSINESS!  
 ELECTRICAL CONTRACTOR LICENSE #1651200  
 NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM CO-OP CONTRACT  
 #B454-21



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 11, 2026  
RESOLUTION SUMMARY

**2026-115**

Resolution Authorizing Payment To S Brothers Inc. For Snow Removal - \$20,330.00



**RESOLUTION - 2026-115**

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

**RESOLUTION AUTHORIZING PAYMENT TO S BROTHERS INC. FOR SNOW  
REMOVAL**

WHEREAS, the City of Asbury Park received an invoice from S Brothers, Inc for snow removal on January 24, 2026 and January 25, 2026; and

WHEREAS, the price of the project is \$20,330.00 and is attached to this Resolution; and

WHEREAS, the City of Asbury Park is desirous of authorizing payment to S Brothers, Inc. for snow removal on January 24, 2026 and January 25, 2026 in the amount of \$20,330.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account T-20-56-850-932-301. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizing payment to S Brothers, Inc. in the amount of \$20,330.00 for snow removal on January 24, 2026 and January 25, 2026 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Public Works 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

S BROTHERS INC.

PO Box 317  
South River NJ 08882

# Invoice

Date	Invoice #
1/28/26	3980

<b>Bill To</b>
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712

P.O. No.	Terms	Project
	9th voucher	

Item	Description	Qty	Rate	Previous Qty	Total Qty to...	Amount
<b>Project: Snow removal 1/24/26 to 1/25/26</b>						
1	Hours snow removal with truck plow	20	290.00	0	20	5,800.00
2	Hours snow removal with truck plow	20	290.00	0	20	5,800.00
3	Hours front end loader	9	265.00	0	9	2,385.00
4	Hours dump truck for hauling	9	220.00	0	9	1,980.00
<b>Snow cleaning on 1/26/26</b>						
1	Hours snow removal with front end loader	9	265.00	0	9	2,385.00
2	Hours snow removal with dump truck hauling	9	220.00	0	9	1,980.00

It Has Been A Pleasure Working With You!  
We Appreciate Your Prompt Payment

**Total** \$20,330.00

email: SBrothers1@hotmail.com  
732-446-0076 fax  
732-446-3390 phone

**Payments/Credits** \$0.00

**Balance Due** \$20,330.00



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 11, 2026  
RESOLUTION SUMMARY

**2026-116**

Resolution awarding a bid for Remediation Services at 61–63 Ridge Avenue and 1219, 1407 and 1505 Springwood Avenues, Asbury Park, NJ in the an amount not-to-exceed \$714,000 utilizing Grant Funds upon NJEDA award.



**RESOLUTION - 2026-116**

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

**RESOLUTION AWARDING A BID FOR REMEDIATION SERVICES AT 61–63 RIDGE AVENUE AND 1219, 1407 AND 1505 SPRINGWOOD AVENUES, ASBURY PARK, NJ**

WHEREAS, the City of Asbury Park duly advertised on July 25, 2025 for the receipt of bids for Remediation Services at 61–63 Ridge Avenue and 1219, 1407 and 1505 Springwood Avenues, Asbury Park, New Jersey; and

WHEREAS, five (5) bids were received on Wednesday, August 19, 2025 and reviewed by the City Attorney and Director of Purchasing; and

WHEREAS, the City reserves the right to award the contract to the lowest responsible bidder which best serves the City's operating needs and;

WHEREAS, it is the desire of the governing body to award a contract for Remediation Services at 61–63 Ridge Avenue and 1219, 1407 and 1505 Springwood Avenues, Asbury Park, New Jersey to Ambient in an amount not-to-exceed seven hundred and fourteen thousand dollars and zero cents (\$714,000.00); and

WHEREAS, this contract is contingent upon grant award from NJEDA. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey that it hereby awards a contract to Ambient for Remediation Services at 61–63 Ridge Avenue and 1219, 1407 and 1505 Springwood Avenues Asbury Park, New Jersey.

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

I, ANTHONY CUCCI, City Clerk of the City of Asbury Park, Monmouth County, New

Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2026-\_\_ which was finally adopted by the City Council at a meeting held on the \_\_ day of \_\_, 2026

CERTIFIED BY ME THIS \_\_ DAY OF \_\_, 2026.

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Anthony Cucci, City Clerk

ANTHONY CUCCI  
CITY CLERK

BID - REMEDIATION SERVICES AT 61-63 RIDGE AVENUE and  
 1219, 1407 and 1505 SPRINGWOOD AVENUES ASBURY PARK, NJ  
 AUGUST 19, 2025 11:00 AM

Bid Item	Description	Unit	Bid Qty.	Ambient 2515 Glassboro Cross Keys Road Williamstown, NJ 08094		Northstar Marine, Inc. 36 Clermont Drive Clermont, NJ 08210	
				Unit Price	Item Total	Unit Price	Item Total
1	General Conditions.	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 236,000.00	\$ 236,000.00
2	Excavation and Disposal of Contaminated Soils (Non-Hazardous)	TONS	4,326	\$ 76.00	\$ 328,776.00	\$ 75.00	\$ 324,450.00
3	Backfill with Certified Clean Fill	TONS	4,023	\$ 34.00	\$ 136,782.00	\$ 30.00	\$ 120,690.00
4	Clearing of vegetation and other debris	LS	1	\$ 2,300.00	\$ 2,300.00	\$ 5,000.00	\$ 5,000.00
5	Shoring Design and Install	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 1,500.00	\$ 1,500.00
6	Dewatering of excavation, as necessary	GALLONS	10,000	\$ 1.00	\$ 10,000.00	\$ 4.20	\$ 42,000.00
7	Incremental price per ton (over Bid Item 2 for the handling, stockpiling, characterization, excavation, transportation and disposal of the additional volumes of material excavated past the limits of the original excavation at the direction of the LSRP (nonhazardous contaminated soils).	TONS	100	\$ 76.00	\$ 7,600.00	\$ 50.00	\$ 5,000.00
8	Incremental price per day (over Bid Item 2) for additional excavation at the direction of the LSRP.	DAYS	4	\$ 500.00	\$ 2,000.00	\$ 2,500.00	\$ 10,000.00
9	Incremental price per ton (over Bid Item 2) for handling, characterization, stabilization, transport, and disposal of Hazardous Soil (hazardous contaminated soils).	TONS	100	\$ 50.00	\$ 5,000.00	\$ 250.00	\$ 25,000.00
10	Removal and disposal of UST and tank liquids (61-63 Ridge).	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 7,500.00	\$ 7,500.00
11	Excavation and Disposal of Petroleum Impacted Soil, Non-Hazardous (61-63 Ridge).	TON	150	\$ 76.00	\$ 11,400.00	\$ 95.00	\$ 14,250.00
12	Soil Erosion and Sediment Control Plan and Permitting	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00
13	Install and Maintain Soil Erosion and Sediment Control Measures	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00
14	Traffic and Site Control	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00
15	Replace Existing Wood Fence (1407 Springwood)	LS	1	\$ 2,318.00	\$ 2,318.00	\$ 7,500.00	\$ 7,500.00
16	Topsoil and Seed	SY	1814	\$ 16.00	\$ 29,024.00	\$ 15.00	\$ 27,210.00
17	Initial Boundary Survey and locating of property corners	EA	4	\$ 1,600.00	\$ 6,400.00	\$ 1,500.00	\$ 6,000.00
18	Final As-built Survey	EA	4	\$ 1,600.00	\$ 6,400.00	\$ 500.00	\$ 2,000.00
	<b>Base Bid Total:</b>				\$ 595,000.00		\$ 845,600.00
	<b>Contingency (20% of Base Bid Total):</b>				\$ 119,000.00		\$ 169,120.00
	<b>Total Bid (Base Bid Total + 20% Contingency):</b>				\$ 714,000.00		\$ 1,014,720.00

BID - REMEDIATION SERVICES AT 61-63 RIDGE AVENUE and  
 1219, 1407 and 1505 SPRINGWOOD AVENUES ASBURY PARK, NJ  
 AUGUST 19, 2025 11:00 AM

Bid Item	Description	Unit	Bid Qty.	EarthWorks, Inc. 13 Morello Court Farmingdale, NJ 07727		Apex Development, Inc. 358 Broadway Newark, NJ 07104	
				Unit Price	Item Total	Unit Price	Item Total
1	General Conditions.	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 72,000.00	\$ 72,000.00
2	Excavation and Disposal of Contaminated Soils (Non-Hazardous)	TONS	4,326	\$ 105.00	\$ 454,230.00	\$ 120.00	\$ 519,120.00
3	Backfill with Certified Clean Fill	TONS	4,023	\$ 60.00	\$ 241,380.00	\$ 50.00	\$ 201,150.00
4	Clearing of vegetation and other debris	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00
5	Shoring Design and Install	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
6	Dewatering of excavation, as necessary	GALLONS	10,000	\$ 2.00	\$ 20,000.00	\$ 5.00	\$ 50,000.00
7	Incremental price per ton (over Bid Item 2 for the handling, stockpiling, characterization, excavation, transportation and disposal of the additional volumes of material excavated past the limits of the original excavation at the direction of the LSRP (nonhazardous contaminated soils).	TONS	100	\$ 180.00	\$ 18,000.00	\$ 140.00	\$ 14,000.00
8	Incremental price per day (over Bid Item 2) for additional excavation at the direction of the LSRP.	DAYS	4	\$ 4,000.00	\$ 16,000.00	\$ 8,000.00	\$ 32,000.00
9	Incremental price per ton (over Bid Item 2) for handling, characterization, stabilization, transport, and disposal of Hazardous Soil (hazardous contaminated soils).	TONS	100	\$ 250.00	\$ 25,000.00	\$ 140.00	\$ 14,000.00
10	Removal and disposal of UST and tank liquids (61-63 Ridge).	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 6,000.00	\$ 6,000.00
11	Excavation and Disposal of Petroleum Impacted Soil, Non-Hazardous (61-63 Ridge).	TON	150	\$ 150.00	\$ 22,500.00	\$ 160.00	\$ 24,000.00
12	Soil Erosion and Sediment Control Plan and Permitting	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 1,800.00	\$ 18,000.00
13	Install and Maintain Soil Erosion and Sediment Control Measures	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 12,000.00	\$ 12,000.00
14	Traffic and Site Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
15	Replace Existing Wood Fence (1407 Springwood)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00
16	Topsoil and Seed	SY	1814	\$ 4.00	\$ 7,256.00	\$ 60.00	\$ 108,840.00
17	Initial Boundary Survey and locating of property corners	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 4,000.00	\$ 16,000.00
18	Final As-built Survey	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 2,000.00	\$ 8,000.00
	<b>Base Bid Total:</b>				\$ 978,866.00		\$ 1,183,110.00
	<b>Contingency (20% of Base Bid Total):</b>				\$ 195,773.20		\$ 236,662.00
	<b>Total Bid (Base Bid Total + 20% Contingency):</b>				\$ 1,174,639.20		\$ 1,419,772.00

BID - REMEDIATION SERVICES AT 61-63 RIDGE AVENUE and  
 1219, 1407 and 1505 SPRINGWOOD AVENUES ASBURY PARK, NJ  
 AUGUST 19, 2025 11:00 AM

					<b>Renova Environmental Company</b> <b>3417 Sunset Avenue</b> <b>Ocean, NJ 07712</b>	
Bid Item	Description	Unit	Bid Qty.	Unit Price	Item Total	
1	General Conditions.	LS	1	\$ 10,310.66	\$ 10,310.66	
2	Excavation and Disposal of Contaminated Soils (Non-Hazardous)	TONS	4,326	\$ 93.48	\$ 404,394.48	
3	Backfill with Certified Clean Fill	TONS	4,023	\$ 58.85	\$ 236,753.55	
4	Clearing of vegetation and other debris	LS	1	\$ 35,261.75	\$ 35,261.75	
5	Shoring Design and Install	LS	1	\$ 10,197.86	\$ 10,197.86	
6	Dewatering of excavation, as necessary	GALLONS	10,000	\$ 2.66	\$ 26,600.00	
7	Incremental price per ton (over Bid Item 2 for the handling, stockpiling, characterization, excavation, transportation and disposal of the additional volumes of material excavated past the limits of the original excavation at the direction of the LSRP (nonhazardous contaminated soils).	TONS	100	\$ 967.38	\$ 9,738.00	
8	Incremental price per day (over Bid Item 2) for additional excavation at the direction of the LSRP.	DAYS	4	\$ 4,583.07	\$ 18,332.28	
9	Incremental price per ton (over Bid Item 2) for handling, characterization, stabilization, transport, and disposal of Hazardous Soil (hazardous contaminated soils).	TONS	100	\$ 420.47	\$ 42,047.00	
10	Removal and disposal of UST and tank liquids (61-63 Ridge).	LS	1	\$ 5,568.41	\$ 5,568.41	
11	Excavation and Disposal of Petroleum Impacted Soil, Non-Hazardous (61-63 Ridge).	TON	150	\$ 93.48	\$ 14,022.00	
12	Soil Erosion and Sediment Control Plan and Permitting	LS	1	\$ 9,708.56	\$ 9,708.56	
13	Install and Maintain Soil Erosion and Sediment Control Measures	LS	1	\$ 10,624.25	\$ 10,624.25	
14	Traffic and Site Control	LS	1	\$ 92,805.74	\$ 92,805.74	
15	Replace Existing Wood Fence (1407 Springwood)	LS	1	\$ 4,971.30	\$ 4,971.30	
16	Topsoil and Seed	SY	1814	\$ 23.96	\$ 43,463.44	
17	Initial Boundary Survey and locating of property corners	EA	4	\$ 1,714.60	\$ 6,858.40	
18	Final As-built Survey	EA	4	\$ 1,714.60	\$ 6,858.40	
	<b>Base Bid Total:</b>				\$ 988,516.08	
	<b>Contingency (20% of Base Bid Total):</b>				\$ 197,703.22	
	<b>Total Bid (Base Bid Total + 20% Contingency):</b>				\$ 1,186,219.30	



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 11, 2026  
RESOLUTION SUMMARY

**2026-117**

Resolution for Special Emergency Appropriation for Update of Master Plan



**RESOLUTION - 2026-117**

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

**RESOLUTION FOR SPECIAL EMERGENCY APPROPRIATION FOR UPDATE OF  
MASTER PLAN**

WHEREAS, it has been found necessary to make an Emergency Appropriation to meet certain extraordinary expenses incurred or to be incurred, for update of the Master Plan and,

WHEREAS, NJS40A:4-53 provides that it shall be lawful to make such appropriations, which appropriation shall be provided for in succeeding annual budgets by the inclusion of an appropriation of at least one-fifth of the amount authorized pursuant to this act.

NOW, THEREFORE BE IT RESOLVED, that in accordance with the provisions of NJS 40A:4-55:

1. An emergency appropriation is hereby made for Master Plan in the total amount of \$200,000.00.
2. That the emergency appropriation shall be provided for in the budgets of the next succeeding years by the inclusion of not less than \$40,000.00.
3. That two (2) certified copies of this resolution will be filed with the Director of the Division of Local Government Services; however, no approval is required from the Division.

I, ANTHONY CUCCI, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2026-\_\_\_ which was finally adopted by the City Council at a meeting held on the \_\_\_ day of \_\_\_, 2026

CERTIFIED BY ME THIS \_\_\_ DAY OF \_\_\_, 2026.

---

Anthony Cucci, City Clerk

ANTHONY CUCCI  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 11, 2026  
RESOLUTION SUMMARY

**2026-118**

Awarding a Contract for Municipal Master Plan Elements and Master Plan Re-Examination to Brownfield Redevelopment Solutions (BRS) for \$190,000



**RESOLUTION - 2026-118**

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

**AWARDING A CONTRACT FOR MUNICIPAL MASTER PLAN ELEMENTS AND  
MASTER PLAN RE-EXAMINATION**

**WHEREAS**, on October 7, 2025 the City of Asbury Park solicited request for qualifications for Professional Service of Analysis of Impediments to Fair Housing Choice; and

**WHEREAS**, seven (7) proposals were received on October 30, 2025 and evaluated in accordance with the RFQ; and

**WHEREAS**, the Master Plan Subcommittee comprising of Planning Board, Zoning Board of Adjustment, council members and City staff revised and evaluation the proposals; and

**WHEREAS**, the Subcommittee based on its evaluation recommends Brownfield Redevelopment Solutions (BRS) be awarded a contract for \$190,000 to complete a Master Plan Re-examination and produce two new Master Plan Elements; and

**WHEREAS**, the proposal is attached to this Resolution; and

**WHEREAS**, this contract is contingent upon the Municipal Council adopting an ordinance to establish a special emergency appropriation in an amount not to exceed \$200,000 to fund this Master Plan project; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards Brownfield Redevelopment Solutions (BRS) in the not-to-exceed amount of \$190,000.00.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that a copy of this Resolution be provided by the City Clerk to the City Manager, CFO, Purchasing Agent, and Director of Planning and Redevelopment

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.

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Anthony Cucci, City Clerk

ANTHONY CUCCI  
CITY CLERK



November 10, 2025

Director of Purchasing  
ATTN: Tracy Lizardi  
One Municipal Plaza  
Asbury Park, NJ 07712

Dear Ms. Lizardi:

I am delighted to submit to you the attached Statement of Qualifications in response to Asbury Park's Request for Qualifications for Municipal Master Plan Elements and Master Plan Re-Examination. We are excited to build upon our long-term relationship with the city as brownfield program manager, environmental consultant, grant manager, and grant writer.

BRS is a certified women-owned small business enterprise (WBE/SBE/DBE) headquartered in New Jersey. Since 2003, BRS has specialized in assisting public entities like Asbury Park with land use, redevelopment, and resiliency planning inclusive of economic analyses; obtaining and administering grants; performing stakeholder coordination and community outreach; managing sustainable brownfield programs; completing assessments to support redevelopment programs; and providing engineering and owner's representation services, including oversight of procurement and contractor management, permitting, and regulatory coordination for publicly funded construction.

We have a well-deserved reputation for finding creative solutions for the multitude of community, regulatory, and funding issues that often plague public sector initiatives. We combine our planning capabilities with expertise in funding, assessment, remediation, and development to ensure a comprehensive approach to establishing and realizing a community's vision for revitalization and growth.

Many BRS employees are former municipal employees, and our client base is almost exclusively public sector, resulting in the firm's deep knowledge of local government needs and operations. Additionally, we offer the expertise of five planners, all of whom are AICP certified and four of whom are New Jersey Licensed Professional Planners. Our team also includes an economist, multiple economic development professionals, a certified floodplain manager, landscape architects, a New Jersey Professional Engineer who is also a LEEP-AP, and other interdisciplinary, mission-driven professionals.

BRS's primary office is located at PO Box 2293, Medford Lakes, NJ 08055; main office number 856-964-6456. BRS Planning Division Director Michael Kolber, AICP/PP, will serve as the Project Manager for this project. He works out of the BRS Hamilton office: 1 N Johnston Ave, Hamilton Township, NJ 08609. He can be reached at: 640-248-1852 and [MKolber@brsinc.com](mailto:MKolber@brsinc.com). I will serve as the Principal in Charge of this effort. I work out of our nearby Manasquan office, at 10 Acpoan Place, Manasquan, NJ 08736 and can be reached at 732-859-0831 and [Leah@brscinc.com](mailto:Leah@brscinc.com). Our firm's website is located at <https://brsinc.com>.

For this project, we propose partnering with Princeton Hydro Engineering PC (SBE) to assist with the Sustainability and Climate Change Element, and Hartgen Archeological Associates, Inc. (SBE) to assist with the Historic Preservation Element. Princeton Hydro was formed in 1998 with the specific mission of providing integrated ecological and engineering consulting services. BRS and Princeton Hydro have previously partnered together to complete CCRHVAs for the Cities of Salem and Trenton as part of the NJDEP's Resilient NJ Municipal Assistance Program. BRS also completed a CCRHVA for Willingboro Township as part of the development of their new Master Plan.

Hartgen Archeological Associates, Inc. (SBE) is dedicated to providing responsive and effective Cultural Resource Management services. Established in 1973, Hartgen has completed thousands of archeological and historical resource studies throughout the Northeast. Hartgen's team of dedicated cultural resource professionals are well versed in Section 106 of the National Historic Preservation Act (NHPA) and other cultural resource regulations.

BRS has strong relationships with both firms, and we look forward to bringing our combined expertise to provide a thorough 2026 Master Plan with strong public support for the City of Asbury Park.

Thank you for your consideration. We look forward assisting Asbury Park with your Master Plan re-examination, listening to the needs and wants of your residents and stakeholders, helping the City to juggle competing priorities, and ultimately, arriving at a plan with public buy-in that will ensure a thriving and sustainable future for Asbury Park.

Sincerely,



Leah B. Yasenchak, PhD, AICP/PP, CECD  
Principal



739 Stokes Road, Units A & B, Medford, NJ 08055  
PO Box 2293, Medford Lakes, NJ 08055  
† (856) 964-6456 • f (732) 782-0404 • [www.BRSinc.com](http://www.BRSinc.com)



# Asbury Park, NJ Municipal Master Plan Elements and Master Plan Re-examination Proposal

## **BROWNFIELD REDEVELOPMENT SOLUTIONS, INC. (BRS)**

**Principal in Charge: Leah Yasenchak, PHD, AICP/PP, CECD**

**Leah@BRSinc.com, 732-859-0831**

**Supervising Planner: Michael Kolber, AICP/PP**

**MKolber@BRSinc.com, 640-248-1852**

**BRS, PO Box 2293, Medford Lakes, NJ 08055**

## INTRODUCTION

At BRS, we believe in the transformative power of well-conceived planning that is deeply grounded in community input. We come to Asbury Park's Comprehensive Master Plan Re-examination with a deep understanding of your city, having served in roles including environmental consultant, brownfield program manager, grant writer, and grant manager since 2015 to the present. In addition, through the development of Asbury Park's Transit Village application, we are familiar with the city's planning framework. We know Asbury Park to be a unique, vibrant, and diverse community with an active and engaged citizenry. As a seaside community with a rich history, the two new elements are particularly relevant to Asbury Park. As such, our proposed approach to your re-evaluation and the development of the new Historic Preservation Element and the new Sustainability and Climate Change Element is centered around a robust public engagement, combined with sound demographics, market analysis, and historical insights.

For this work, we are partnering with Hartgen Archeological Associates, Inc. for the Historic Preservation Element and with Princeton Hydro for the Sustainability and Climate Change Element. With this team you receive specialized and wide ranging expertise, delivered by small companies which guarantee fast responses and attention at the highest professional levels. We are uniquely positioned to provide these planning services for Asbury Park due to our deep understanding of the community, and our team's wide-ranging experience in community planning, housing, economic development, historic preservation, vulnerability assessments and sustainability – all of which are informed by comprehensive community engagement processes.

## A. SCOPE OF WORK

### APPROACH TO PLAN DEVELOPMENT

Our approach incorporates four primary stages:

**Discovery:** We will conduct a thorough review of the existing plans and additional relevant data sources. Our goal is to fully comprehend and document the existing conditions and current planning environment in Asbury Park.

**Public Outreach, Engagement and Stakeholder Collaboration:** We will engage the community directly through social media outreach, online survey, and public events developed and executed with the input of City staff, to establish a shared vision and to identify priorities. In addition to community outreach, we will work closely with city staff, Planning and Zoning Board members, Council, and other key stakeholders to ensure that the plan is on track, implementable, and responsive to community needs.

**Plan Development:** Based on iterative feedback from the public and key stakeholders, BRS will guide the establishment of strategic objectives and recommended updates across the essential elements of Land Use; Housing; Open Space, Parks, and Recreation; Economic Development; Circulation; Community Facilities; and Urban Design. We will take a step back and develop new Historic Preservation and

Sustainability and Climate Change Elements. The Sustainability and Climate Change Element will meet and exceed the Climate Change Related Hazard Vulnerability Assessment (CCRHVA) required by N.J.S.A. 40:55D-28(b)(2)(h) as well as the Green Buildings and Environmental Sustainability Element pursuant to N.J.S.A. 40:55D-28(b)(16).

**Implementation Planning:** We will develop a practical and feasible implementation plan, with specific actions, responsible parties, timelines, and indicators for performance measurement.

## DISCOVERY

**Kick off Meeting:** Discovery will begin with an in-person kick off meeting with City Staff to ensure that the project timeline, process and deliverables are in line with city objectives. This meeting will also include a discussion of key stakeholders and a schedule for ongoing discussions with these relevant parties. This will inform the development of a community outreach strategy which will be implemented in the “Public Outreach, Engagement and Stakeholder Collaboration” phase of the project, and will form the basis for the engagement section of the final re-examination report.

**City-wide Tour:** An important part of discovery is a tour of the city to ensure a good foundation upon which to base subsequent analysis. While BRS is very familiar with Asbury Park from other ongoing work here, we find that it is beneficial to revisit the various redevelopment areas in person with the frame of reference of the re-examination elements in mind.

**Existing Plans Assessment:** As with all re-examinations, it is important to build upon prior work, to ensure that we keep and enhance what is working, redirect things that are no longer relevant or effectively meeting today’s needs and those into the future, and add elements needed to reach an updated vision. As such, a key part of this initial task will be to review existing planning documents. Plan review will include the following plans, as well as others identified by Asbury Park staff that are relevant:

- 2017 Master Plan and Master Plan Re-Examination
- Waterfront Redevelopment Area Plan
- Central Business District Plan
- Main Street Redevelopment Area Plan
- Springwood Avenue Redevelopment Area Plan
- Strategic Target Area Rebuilding Spirit (STARS) Redevelopment Area Plan
- Washington Avenue Redevelopment Area Plan
- 1001 First Avenue Redevelopment Area Plan
- Scattered Sites Redevelopment Plan
- Choice Neighborhood Plan
- Affordable Housing Plan
- Walking and Biking Plan
- Zoning Ordinance

**Data Analysis and Synthesis:** All data, whether from past plans or current studies, will be analyzed and synthesized. This review will help identify trends, illuminate challenges, and surface opportunities for the city—considering demographic shifts, economic conditions, land use changes, transportation needs and more. The foundation of our approach is an in-depth understanding of the current strategic vision, Asbury Park’s significant historical context, and its rich demographics.

**Stakeholder Interviews and Public Engagement:** We will use the existing plans and studies to identify issues for further exploration during stakeholder interviews and public engagement activities. Understanding the historical context and current state will allow us to ask better questions and encourage a more productive community dialogue.

**Avoiding Duplication of Effort:** By thoroughly assessing these existing reports and ongoing initiatives, we can circumvent duplicating previous efforts, leading to a more efficient use of resources. Instead of starting from scratch, we build on and improve the existing body of work.

Our approach ensures maximum utilization of available resources while delivering a Master Plan Update that is robust, comprehensive, and reflective of Asbury Park’s aspirations for its future.

## **PUBLIC OUTREACH, ENGAGEMENT AND STAKEHOLDER COLLABORATION**

For public outreach and engagement, a blend of traditional in-person interactions, supplemented with digital engagement tools, will be implemented. This includes:

- Public Meetings
- Planning Board Hearings
- Online Survey
- Project Website
- Regular Stakeholder Communication

**Public meetings:** These provide a platform for interaction, queries, concerns, and inputs from all stakeholders. A total of five (5) public meeting and one public workshop will be held, utilizing a combination of in person and virtual formats to maximize participation and take advantage of interactive tools most appropriate to the topics being discussed at each event. Translation services will be provided as needed. The meetings will have the following proposed focus and schedule:

1. In month 3 an in-person public meeting will be held to introduce the project, develop a shared vision and strategic objectives, and discuss the land use element
2. In month 4 a virtual public meeting will be held focusing on the Climate Change Hazard Vulnerability Assessment
3. Also in month 4 an in person public workshop will be held focused on the Preservation Plan
4. In month 5 a virtual public meeting will be held focused on Open Space, Parks, and Recreation Element; the Circulation Element; and the Economic Development Element

5. Also in month 5 an in person public meeting will be held focused on the Housing Element; Community Facilities Element; and Urban Design Element
6. In month 9 the final public meeting will be held in person to gather feedback on the draft plan and implementation elements

Critically, each step will be discussed with and guided by key stakeholders, including city staff, council members, planning and zoning board members, and other key community leaders as identified through the process. Meetings will be held monthly, beginning with a kick off meeting in month 1 of the project.

**Planning Board Hearings:** The Planning Board will be engaged throughout the process, with an initial Project Launch at the Planning Board in month 2 of the project, and additional meetings to present both the draft plan (month 10) and the final plan (month 11).

**Online Survey and Social Media:** In addition to the above touch points, a survey will be developed to gather ongoing input via an online platform. This will be vetted with key stakeholders and launched in month 3. The survey will stay open through month 5 to provide maximum opportunities for input, while also allowing the team ample time to incorporate results. The survey will ask key questions related to vision and strategic objectives, as well as targeting specific components of each of the key planning elements. It will be promoted via social media and at all public meetings related to the project. Social media will also be used to promote each public meeting to maximize participation. This will include the City's official website, Facebook page, Instagram (@asburyparknow, @asburyparkchamber, and @cityofasburyparknj), X (@inAsburyParkNJ) and others as identified during the project.

**Project Website:** We will develop a project-based webpage that will provide transparent access to the planning process with information about the basics of planning, project progress, materials developed for meetings and any recordings. It will be an accessible and easy to engage with home for the new Master Plan and allow for an easy launch pad for anyone wanting to be connected and learn more. Asbury Park can link to this from the city's official website, providing easy access to all residents while allowing BRS to take responsibility for ensuring that it is updated with current information about public events related to the planning process.

**Regular Stakeholder Communication:** Consistent and collaborative engagement with the relevant City staff and other key stakeholders is an integral aspect of the planning process. Our approach focuses on harnessing their expertise and contextual knowledge for the development of an effective Master Plan Update. Based on the communication decisions determined during the kick off meeting, we will facilitate monthly calls with key stakeholders to ensure consistent dialogue, transparency, and collaboration. In addition to project updates, these meetings will serve as a platform for idea exchange, discussions on project progression, issues, potential mitigation strategies, and collective decision-making. This ongoing and open communication will allow for:

- **Inclusion in Technical Studies:** With their in-depth knowledge of the community's history, culture, developments, challenges, and strengths, the key stakeholders will play a vital role in our technical studies, providing useful insights that would otherwise be inaccessible.

- **Joint Public Outreach Efforts:** We foresee a cooperative effort in engaging the public. These monthly meetings will play a significant role in planning and implementing each of the public meetings, and in drawing insights from public outreach activities.
- **Review Drafts:** Key stakeholders will have the opportunity to receive and review drafts of the updated Master Plan at various stages. Their feedback will be integral to refining the draft plans, ensuring local context, and community needs are aptly represented.

**Focused Outreach on Historic Preservation Element:** In addition to the above outreach focused more broadly on the plan elements, additional outreach specific to the Historic Preservation Element will be conducted. This includes holding meetings with the Historic Preservation Commission, neighborhood associations, business leaders, cultural organizations and developers specific to the identification and preservation of historic and cultural resources.

## PLAN DEVELOPMENT

The BRS team will work with Asbury Park to develop a re-examination report with new historic and sustainability elements that paves the way for a vibrant future which retains the historic charm of the city while protecting important cultural and economic resources from impacts of climate change. The plan for Asbury Park must be a concise, well-grounded, clear, and visionary strategy that reflects the City’s rich past, is guided by diverse community perspectives, and envisions a future where a high quality of life is enjoyed by all residents.

The Re-Examination report will comply with the requirements of N.J.S.A. 40:55D-89, and articulate the following:

- A. The major problems and objectives cited at the time of the adoption of the last reexamination.
- B. The extent to which the problems and objectives have been reduced or increased.
- C. The extent to which there have been significant changes in the assumptions, policies and objectives forming the basis of the Master Plan or development regulations, with particular regard to the density and distribution of population and land uses, housing conditions, circulation, conservation of natural resources, energy conservation and changes in state, county and municipal policies and objectives.
- D. The specific changes recommended, if any, including underlying objectives, policies and standards or whether a new plan or regulations should be prepared.

In this step, we will utilize insights gleaned from the discovery phase and community engagement to conceive a detailed, tailored and comprehensive Master Plan Re-Examination for the City. We will work closely with the key stakeholders identified in the Discovery Phase throughout this process to strategize on how best to approach each element of the plan in a way that aligns with the unique characteristics and needs of Asbury Park.

The BRS team will analyze the existing elements against current and future predictions of demographics, community input, vision and strategic objectives, economic indicators, existing plans, and other input to develop recommendations for updates to existing plan elements:

- **Land Use Plan Element:** In partnership with the Steering Committee, the BRS team will review and update the Land Use Plan element to reflect current community characteristics and goals and objectives for future development. This will take into account the sentiments and needs of the residents while balancing the constraints and potentials of the physical landscape. This plan will evaluate whether the current zoning will result in the Asbury Park that residents want to see in the future, and recommendations for modifications, including to the geography, purposes, and standards, will be developed as appropriate. This will also take into account the impact of summer visitors, rental housing, and summer housing on the character and makeup of the built environment.
- **Historic Preservation Element:** BRS understands that, while a Historic Preservation Element was included in the 2006 Master Land Use Plan and the 2017 Re-Examination report, the City of Asbury Park recognizes that this element requires more than a re-examination and instead should be developed as a new element. As such, BRS has partnered with Hartgen Archeological Associates Inc to bring their specialized knowledge to bear on this important element. The BRS team will conduct a cultural resources inventory to and develop new mapping reflective of current historic districts (notably, the current Commercial Historic District was updated in 2014 and has different boundaries than the Downtown Historic District that was discussed in the 2006 plan, and the New York and Long Branch Railroad Historic District was created in 2007, after the 2006 Plan.) The cultural resources inventory will include identification of unrecorded or altered resources and areas requiring new or updated documentation. Given the wealth of historic architecture in Asbury Park, and the importance of this to the culture and identity of the community, it is essential that a Historic Preservation Element recognizes the expanded historic districts and historic sites, establishes clear criteria for identifying such resources, and develops strong recommendations with broad community support to ensure that a flourishing economy is able to develop while retaining critical cultural touchpoints. This element will serve as a foundation and provide recommendations for ordinances that will enable the protection of these key historic resources. An evaluation of the city's historic preservation ordinance and design review procedures, as well as redevelopment area plans and overlay zoning will be conducted to identify conflicts or coordination opportunities. Clear mapping will show the locations of historic districts, contributing structures, and historic sites. Recommendations will include preservation strategies and implementation tools to further sustainability, cultural preservation, and equitable growth; updates to the ordinance, design guidelines, and rehabilitation incentives.
- **Housing Plan Element:** Through the re-examination of the Housing Element, the BRS team will inventory existing housing and analyze the need for additional types of housing based on projected demographics and housing needs, along with community input on maintaining the character of the community. This includes evaluating potential locations for additional affordable housing as necessary, as well as developing recommendations for changes to the Master Plan or zoning ordinance. Jointly we'll strategize to devise a complete plan for catering to current and future housing needs, while maintaining the quality of the existing housing stock. This plan should study existing and prospective housing needs and make provisions for different types of housing.

- Sustainability and Climate Change Element:** Since the 2017 Re-Examination report, the New Jersey legislature passed an amendment to the Municipal Land Use Law (MLUL) (Bill A-2785/S-2607), requiring a "Climate Change-Related Hazard Vulnerability Assessment" (CCRHVA) as an element to Master Land Use Plans. The objective is to develop a factual and realistic appraisal of the risk of various climate change-related hazards and describe strategies to reduce the risk. The BRS Team understands that Asbury Park wants to develop this Element to comply with this requirement, as well as to address the requirements of the Green Buildings and Environmental Sustainability Element pursuant to N.J.S.A. 40:55D-28(b)(16). To assist with this, BRS has brought in team member Princeton Hydro, an engineering firm with expertise in water resources. BRS and Princeton Hydro have partnered on many Vulnerability assessments and resiliency plans, to include plans for Trenton, Salem, and Tuckerton in New Jersey, as well as Greenwich, CT. We recognize that as a coastal community, climate change impacts carry a direct threat to Asbury Park in the form of coastal flooding due to sea level rise and storm surge, in addition to those threats from extreme heat, drought, intensive storms, and fluvial flooding. The BRS team will use mapping to analyze the threats to vulnerable populations, critical facilities, brownfields, community resources, cultural resources, transportation, natural assets and ecosystems. Developing a Green Buildings and Environmental Sustainability Element in concert with a CCRHVA makes a lot of sense, as the elements of green buildings and sustainable development serve to make a community more resilient to climate change related hazards. Leaning on expertise developed during the creation of the Sustainability Plan for the Bayfront Development in Jersey City, the BRS team will develop recommendations to encourage the use of renewable energy, water conservation, resource conservation and green buildings and infrastructure to reflect Asbury Park's environmental values and increase resiliency.
- Open Space, Parks, and Recreation Element:** BRS will work with Asbury Park to review the existing Open Space and Recreation Element to ensure that it continues to balance the need for recreation and conservation areas with development pressures. While Asbury Park benefits from a beautiful beachfront, this creates significant development pressures without meeting all the recreational and conservation needs of the community. Thus it is critical to develop an inventory of existing resources and compare that against community needs and opportunities for expansion of the open space and recreational network.
- Economic Development:** BRS will analyze the economic vitality of Asbury Park, looking at the local labor pool, existing businesses, seasonal vs year round economy, and economic stability and diversity. Pulling from expertise developed during the recent Comprehensive Economic Development Plan BRS completed for Lacey Township, among other economic analyses, BRS will develop recommendations for policies and strategies to support existing businesses, attract new investment, and provide opportunities for employment for residents.
- Circulation Element:** With the huge influx of summer visitors, Asbury Park's circulation system faces unique challenges. BRS will evaluate the existing Circulation Element and update the inventory of the transportation network, including roads, public transportation, and alternative modes for bike and pedestrian options. This inventory will be illustrated through clear mapping, which will support the analysis of the adequacy of the current system. Particular attention will be paid to congestion, safety, parking, and opportunities for improvement. How circulation in

Asbury Park relates to the broader regional patterns will be considered in the development of recommendations for improvements to the circulation which will support the objectives of the Land Use element and allow Asbury Park to grow in the direction and at the pace desired by residents and stakeholders.

- **Community Facilities:** BRS will review the current community facilities plan against the existing and projected needs of the city. Recommendations on the educational facilities, libraries, health clinics, food banks, fire and police stations, and cultural and historic sites will be developed based on the stated objectives of the community.
- **Urban Design:** While Asbury Park does not have an Urban Design Element per se in the 2006 Master Land Use Plan or the 2017 Re-examination Report, BRS will review the design elements incorporated in each of Asbury Park's eight Redevelopment Areas and develop recommendations for design recommendations to ensure that policies and guidelines for the visual and physical aspects of development promote community values. These recommendations will be designed to increase walkability, retain pedestrian scale development, and incorporate design requirements to enhance resiliency.

## IMPLEMENTATION PLANNING

As a final step in the development of the Master Land Use Plan and Re-examination Report, BRS will work with Asbury Park to develop a clear, creative, specific, realistic, and cost-effective implementation strategy that includes specific tasks, accountable parties, timeframes, and measurable performance indicators, as well as updates to existing ordinances, partnership opportunities, and potential funding sources.

The plan will be organized logically with compelling visual aids aimed at making it reader-friendly. We will ensure that its content adequately communicates data, plan objectives, and implementation concepts. This comprehensive plan development approach ensures that the plan serves not only as a guiding document for the City but is also comprehensible and relatable to its residents, enhancing community buy-in and ensuring long-term sustainability of implemented strategies.

BRS will develop a full draft plan, including all the prior phases, for review and comment by key stakeholders. This draft will be presented to the Planning Board at a public hearing for review and comment. One set of revisions will be made to result in a final plan, which will be provided in an editable electronic format, in addition to a full color bound final plan. BRS will also develop a presentation deck, which will consist of a succinct overview of the strategy, insights, and tactical milestones detailed within the plan. The result will be a graphically rich product with recommendations made clear by mapping and relevant graphs, illustrations and photos that will be presented to the Planning Board and posted on the project website.

## B. DESCRIPTION OF ABILITY TO MEET TIMEFRAME

The BRS team members proposed here are located 20 minutes to 1.5 hours away from Asbury Park, and the firm has successfully been working with Asbury Park since 2015 on grant writing and management,

planning, public outreach and stakeholder coordination, environmental site assessments and investigations, and remedial oversight. The firm has also hosted science education tables at community events as part of the BRS Gives Back initiative. The team is well-equipped to complete this project within the established timeframe and their current workloads, and the entire interdisciplinary bench strength of the firm is available to Asbury Park as needed for consultation or supplementary support.

The project will unfold through a delineated timeline with key milestones and targets covering the entire spectrum of tasks. Critical junctions will be clearly identified for meetings and interactions, ensuring all stakeholder discussions are held effectively. Drafts for review shall be provided 1 week prior to such meetings.

Project Phase	Task	Timeline
Discovery	Kick-off Meeting with the City Staff and Key Stakeholders	Month 1
	Review of Existing Planning Documents	Month 1-2
Public Outreach, Engagement, and Stakeholder Collaboration	First Planning Board Hearing – Project Launch	Month 2
	Monthly calls with City Staff and Key Stakeholders	Months 1-11
	Community Survey	Month 3-5
	Social Media Outreach	Months 1-11
	Public Event #1 Launching Master Plan Process, Establishing Vision and Discussing Land Use Element	Month 3
	Public Meeting #2 focused on CCHVA	Month 4
	Public Workshop #3 focused on Preservation Plan	Month 4
Public Outreach, Engagement, and Stakeholder Collaboration	Public Meeting #4 focused on Open Space, Parks, and Recreation Element; Circulation Element; and Economic Development Element (Virtual)	Month 5
	Public meeting #5 focused on Housing Element; Community Facilities Element; and Urban Design Element (In-person)	Month 5
Plan Development	Drafting of Master Plan Re-exam and new elements	Month 3-8
Implementation Plan	Community Presentation #6 and Feedback Gathering on Draft Plan and Implementation Elements (in-person)	Month 9
Finalization Phase	Final Draft of the Master Plan – Second Planning Board Hearing	Month 10

	Release of the Final Master Plan – Third Planning Board Hearing	Month 11
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## C. QUALIFICATIONS

**Brownfield Redevelopment Solutions, Inc. (BRS)** was formed in 2003 with the sole purpose of assisting the public sector with establishing sustainable and aggressive redevelopment programs. BRS has stayed true to its mission of helping the public sector achieve their community revitalization goals by providing services that include planning, funding access, partnership building, and other activities to facilitate community revitalization and growth.

Staffed with nationally certified and New Jersey licensed Professional Planners, a New Jersey Professional Engineer, economists, environmental scientists, a Certified Floodplain Manager, a LEED Accredited Professional, landscape architects, funding specialists, GIS and CAD specialists, and other professionals, our services include land use planning and planning board support, remedial and environmental planning inclusive of green infrastructure and resiliency, redevelopment planning, sustainability consulting, stakeholder engagement and meeting facilitation, coordination of state and federal resources, economic and market analysis, and project cost/benefit analysis.

Since our inception over 22 years ago, BRS has been providing planning services to New Jersey municipalities and counties. Clients for which BRS has performed planning services include:

- City of Trenton
- City of Camden Redevelopment Agency
- City of Jersey City Redevelopment Agency
- City of Newark
- City of Asbury Park
- City of Plainfield
- City of Salem
- Lacey City
- Little Egg Harbor City
- Willingboro City
- Borough of Tuckerton
- New Jersey Economic Development Authority
- Passaic County

The firm’s clientele consists almost exclusively of public sector entities and nonprofits. Our client base and focus on community revitalization means BRS is well-versed in understanding the capacity issues, funding processes, and needs of local governments and nonprofit organizations. Many of our team members are former municipal, state, and federal employees.

BRS is staffed with five certified planners, four of whom are licensed Professional Planners in New Jersey. As such, we have a complete understanding of state’s Local Redevelopment and Housing Law (N.J.S.A.

40A: 12A-1 et seq). In fact, BRS staff have worked throughout the state on Redevelopment Area Plans and designations. Our work also includes area-wide planning with a sub-specialization in brownfields planning, a multi-disciplined evaluation of planning needs within the context of addressing community and contamination concerns; climate resiliency planning and policy development to establish plans for the now as well as the future; sustainability planning where waste streams and energy use are taken into consideration to make our communities more resilient and sustainable; and municipal planning including comprehensive master planning and master plan elements, affordable housing/fair share planning, and various feasibility and market studies. Finally, BRS has built a strong practice in economic development planning, including neighborhood and corridor economic development plans, site marketing plans, and food security plans. Our work on the Paterson, NJ Food Security Plan won the 2024 award for Outstanding Plan from the New Jersey Chapter of the American Planning Association. Moreover, we work almost exclusively with distressed urban municipalities that need to juggle high-density, quality-of-life issues with access to goods, services, and multimodal transportation networks.

**The BRS advantage includes:**

- BRS is a certified Women-Owned Business Enterprise (WBE) and Small Business Enterprise (SBE).
- BRS has been working with Asbury Park since 2015.
- BRS caters almost exclusively to municipal and non-profit clientele.
- BRS is a multi-disciplined consulting firm providing not just planning services, but also turnkey services needed for effective redevelopment, including grant services; stakeholder engagement; economic analysis; assessment and remediation consulting; policy development; and engineering/owner's representative services for publicly funded construction, including procurement and contractor oversight, permitting, and regulatory agency coordination. This interdisciplinary expertise helps inform our planning efforts.
- BRS offers the expertise of five planners, four of whom are licensed Professional Planners in New Jersey.

BRS is currently wrapping up a new Master Plan effort with Willingboro Township in Burlington County, NJ, where we serve as on-call planners for both the Township and the Planning Board. Over the past year and a half, BRS has completed the Fair Share Housing Plan and the Route 130 Redevelopment Area Plan for the municipality, and we anticipate completion of a new Master Plan within the next month.

BRS has enlisted two collaborators to contribute to this effort. **Princeton Hydro Engineering PC (SBE)** will support the completion of the Climate Change-Related Hazard Vulnerability Assessment (CCRHVA). They will take the lead on key portions of CCRHVA development, including GIS analysis for the evaluation of climate risks for identified assets, the assessment of risks in the vulnerability matrix, and the evaluation of potential green infrastructure and other energy interventions for the plan recommendations. Princeton Hydro is a small business formed in 1998 with the specific mission of providing integrated ecological and engineering consulting services. Their multidisciplinary team consists of engineers and scientists with in-depth knowledge of hydrology and hydrogeology, green stormwater management, aquatic and wetland ecology, coastal resiliency, geotechnical investigation, wetland and

stream restoration, fishery biology, population and community ecology dynamics, stakeholder engagement, environmental planning, and environmental risk analysis.

BRS and Princeton Hydro have previously partnered together to complete CCRHVAs for the Cities of Salem and Trenton as part of the NJDEP's Resilient NJ Municipal Assistance Program. BRS also completed a CCRHVA for Willingboro Township as part of the development of their new Master Plan. BRS and Princeton Hydro are well-acquainted with the *Guide to Local Climate Change Adaptation Planning: The Model Climate Change-Related Hazard Vulnerability Assessment for New Jersey Municipalities* with BRS Principal Leah Yasenchak, PhD, AICP/PP, CEcD having served as a reviewer for the publication and Princeton Hydro's Restoration and Resilience Project Manager Thomas Hopper, GISP having tested and informed the GIS analysis workflow.

**Hartgen Archeological Associates, Inc. (SBE)** will take the lead on the Historic Preservation Element. Hartgen is a small business dedicated to providing responsive and effective Cultural Resource Management services. Established in 1973, Hartgen has successfully completed thousands of archeological and historical resource studies throughout the Northeast. Hartgen's team of dedicated cultural resource professionals are well versed in Section 106 of the National Historic Preservation Act (NHPA) and other cultural resource regulations. The firm's clients come from the public and private sectors, including federal and state agencies, municipalities, engineering and architectural firms, developers, preservation groups, and non-profit organizations. Hartgen and BRS have collaborated on historic planning studies in Trenton, NJ covering a range of properties.

#### D. INDIVIDUALS PERFORMING TASKS

Below is a brief introduction to the key personnel expected to be engaged for this effort. Please see the attached resumes for more detail.



**Leah Yasenchak, PhD, AICP/PP, CEcD, BRS Principal and Co-Founder**, will serve as the **Principal In Charge** of the project. She is a nationally accredited and certified planner and economic developer with a New Jersey Professional Planner license. With over 25 years working at both the federal and local level on planning and environmental restoration programs, Leah has extensive experience with managing and implementing projects; serving as outsourced staff for public and quasi-public agencies; overseeing planning projects; managing and coordinating millions of dollars in federal, state, and local grants; technical review and oversight of brownfield projects; and conducting community outreach. She is responsible for the implementation of the firm's planning, resiliency, and economic evaluation projects. In addition to her planning and economic development certifications, Leah holds a Doctorate in Environmental Planning from Rutgers University, a Masters in Environmental Science from Johns Hopkins University, a Masters in Public Administration from The American University, and a Bachelors in Public Policy from The American University. She has served as Principal-in-Charge of all the BRS projects listed in the Past Performance section: Willingboro Master Plan, Trenton and Salem Vulnerability

Assessment and Resiliency Plan, Mount Vernon Comprehensive Plan Community Engagement; Lacey Township Economic Development Strategy; and the Trenton Recreational and Open Space Inventory.



**Project Manager Michael Kolber, AICP/PP**, will serve as the Project Manager. A nationally certified and New Jersey licensed Professional Planner, Michael is **BRS's Planning Division Director** and offers over 13 years of experience in planning, focusing on land use, sustainability, resilience, and community development. Michael was most recently Senior Planner for the City of Trenton, NJ, where he contributed to land use and redevelopment projects, including new land development ordinances, revisions to multiple redevelopment plans, and a HUD CHOICE neighborhood plan, along with managing all resilience and sustainability planning. While at Trenton, Michael's team and their project partners received an NJDOT Complete Streets Champion Award for their neighborhood traffic safety audit that led to the Inspired Safe Streets – East Trenton Neighborhood project. Prior to his work in Trenton, Mr. Kolber worked with the New Jersey Departments of Environmental Protection and Community Affairs. Michael has an M.S. in Urban Planning from Columbia University and a B.A. in Economics from Drew University. He currently serves as Immediate Past Chair of the American Planning Association International Division. Michael has served as the Project Manager on the Willingboro Master Plan project and the Mount Vernon Comprehensive Plan Community Engagement.



**Alisa Goren, CFM, AICP/PP**, an AICP-certified and New Jersey licensed Professional Planner, and Certified Floodplain Manager, will serve as the project's **Senior Planner**, and will serve a lead role in the development of the CCHRVA for Asbury Park. Alisa supports the community revitalization efforts for a variety of local government entities. She has significant experience in community outreach, land use planning, conceptual design, and report development, and as a Certified Floodplain Manager, she brings an additional level of expertise to her projects. Ms. Goren's previous experience focused on community development-based planning and state level policy development and analysis. She holds a Master of City and Regional Planning degree from Pratt Institute and a Bachelor of Economics and Political Science degree from the Brandeis University. She served as the Project Manager for the Trenton and Salem Vulnerability Assessment and Resiliency Plans, and as Senior Planner on the Lacey Township Economic Development Strategy.



**Sarah Oliver, AICP/PP**, an AICP-certified and New Jersey-licensed Professional Planner, will serve as **Staff Planner**. Ms. Oliver has worked in both the public and private sectors of planning. Her experience in the public realm includes projects and policy work at the county, state, and municipal levels. On the State level, she worked as a Planner at the New Jersey Department of Community Affairs where her duties involved meeting with municipalities to discuss the best way to provide affordable housing while balancing the need for preserving open space and economic development. Sarah contributed to New Jersey's goal of producing a comprehensive State Plan, by mapping affordable housing sites throughout the state. She also worked at the County level for the Farmland Preservation program in Monmouth County, NJ, where she assisted landowners with preparing a farmland plan and mapping preserved farms for the State Plan. In the private sector, Sarah worked as a Planner at

consultant firms in the NJ/NY region, providing services to municipalities, including site plan review, zoning recommendations, NY SEQR services, affordable housing planning services, and comprehensive planning. She also worked on the Comprehensive Plan update for a rural community with sensitive environmental constraints, including the watershed for the New York City reservoir system. She graduated from Rutgers University Bloustein School with a Master of City & Regional Planning degree, with a concentration in Community Development. Sarah has worked on the Town of Kent, NY Comprehensive Plan Update, the Township of Cranford, NJ Historic Preservation Plan Element, and the City of Hackensack, NJ Housing Element and Fair Share Plan Update, as well as on the Willingboro Master Plan, and Trenton and Salem Vulnerability Assessment and Resiliency Plans.



**Donna Rendeiro is a Senior Project Manager at BRS.** Most recently, Donna was the Executive Director of the New Jersey Office of Planning Advocacy and Executive Director and Secretary of the New Jersey State Planning Commission. She will serve as **Planning Consultant** to the Asbury Park effort, focusing on the Housing and Economic Development Elements. During Donna’s 25-year tenure in New Jersey public service,

she served at the municipal, county, and State level on land use topics, including state land use policy, redevelopment, economic development, housing, and brownfields. She has provided technical assistance to numerous municipalities in these areas as well as zoning, community outreach, and economic and environmental sustainability. Ms. Rendeiro is an advocate for balancing the economic and environmental needs of a community in a holistic manner that addresses social issues that are so important to New Jersey’s quality of life for all residents. Donna regularly speaks on panels, outreach events, and presentations of various topics of land use and regularly hosts public meetings and engages with elected and appointed officials at all levels of government. She holds a Bachelor of Science degree in Marketing from Pace University.



**Sonia Martin is a Senior Economist and Grant Manager at BRS.** She will serve as lead of the Economic Development Element re-examination, and will provide expertise in data analysis and synthesis. Sonia has worked on federally funded grants, cooperative agreements, and contracts, as well as on public/private sector partnership programs to rebuild community infrastructure. She has worked with municipal leaders to

identify economic development and reconstruction priorities in post-disaster communities, focusing in particular on projects that provided community organizations with the tools to rebuild and sustain services and infrastructure in their own neighborhoods. She has experience in community outreach and coordination with a variety of project stakeholders, and she is well versed in project reporting, case studies, and analysis of the economic impact of community revitalization and rebuilding programs. Sonia holds a Master of Economics and Latin American Studies degree from Johns Hopkins University SAIS and a Bachelor of History degree from Yale University. She served as the project manager and lead economist on the Lacey Township Economic Development Strategy.



**Lori Fallon is BRS's Graphics and Mapping Specialist (GIS Operator).** She assists clients with diverse visual representations of historical and existing conditions as well as design, conceptualization, and rendering of proposed redevelopment sites. She will provide mapping services on all the Re-examination elements. Lori specializes in CAD drafting and Civil 3D modeling. She has experience in environmental engineering including civil and structural design and drafting for remedial projects, waterfront structures, dredging sites, and solar and wind farms. Ms. Fallon has extensive experience with surface modeling, cut and fill estimating and balancing, and access road design with AutoCAD C3D. She has prepared site plans, foundations, geologic cross-sections, engineering details and contour drawings for numerous sites, as well as performing field investigations of groundwater, surface water, and soil contamination. In addition, Lori is experienced in data management, mapping, and spatial analysis using GIS. Ms. Fallon earned her Bachelors in Earth Sciences with a minor in Mathematics from Boston University and her Masters in Environmental Engineering from Princeton University.



**Christiana Pollack, CERP, GISP, CFM, Princeton Hydro Director of Restoration and Resilience,** will lead the mapping and data analysis of the Sustainability and Climate Change Element. Christiana is a Certified Ecological Restoration Practitioner and Certified Floodplain Manager with an extensive background in coastal resiliency, including vulnerability and risk assessments; ecosystem restoration; coastal and

freshwater wetland hydrology; sea level rise mapping and analysis; and nature and nature-based feature (NNBF) designs to reduce flood risk and maximize ecological benefits. Ms. Pollack is experienced with evaluating the impacts of climate change by identifying vulnerable ecological and urban areas and identifying mitigation strategies, developing engineering designs, and performing cost-benefit analyses. She has overseen and led dozens of ecological restoration design, wetland restoration, and geospatial projects that provide ecosystem services to mitigate flood risks, improve water quality, and strengthen storm resiliency. Ms. Pollack also manages Princeton Hydro's GIS services. She has expertise in hydrologic modeling; freshwater and tidal wetland ecological design and coastal living shorelines using nature-based features; spatial analysis; and environmental mapping. Her knowledge of Ecology and GIS technology and methodology is complemented by her experience with database development, 3-D modeling, remote sensing, and CAD software, including USACE HEC-HMS and HydroCAD. Ms. Pollack holds a Masters in Environmental Analysis from Boston University and a Bachelors in Ecology from Pennsylvania State University. She led the mapping and data analysis of the Trenton and Salem Vulnerability Assessments and Resiliency plans.



**Thomas Hopper is an Environmental Scientist at Princeton Hydro** with expertise in GIS and is a lead technical writer for many estuarine and riverine assessments and reports. Mr. Hopper has served as lead author on environmental assessments, feasibility studies, interim reports, and sea level rise studies, and will manage the GIS component of Asbury Park's Sustainability and Climate Change Element. As part of his

focus in geospatial technology and analysis, as well as ecosystem restoration, he collects and manages environmental data, performs analysis to synthesize conclusions and inform design decisions, and effectively communicates complex information through maps, graphics, and interactive web

applications. Mr. Hopper’s extensive experience designing cartographic products contributes to public understanding of complex issues by translating complex datasets into easily digestible visual aids. Mr. Hopper has worked on ecosystem restoration designs, environmental inventories, coastal resiliency studies, sea level rise risk assessments, hydrologic studies, urban stormwater management, and others. He has provided engineering support through AutoCAD drafting, construction oversight, and field investigations. Mr. Hopper has also performed ecological and environmental surveys to assess ecological community characteristics, species composition and abundance, bathymetric and topographic conditions, drainage conditions, etc. He holds a Bachelors in Environmental Planning with a Ecology, Evolution, and Natural Resources Minor as well as a Certificate in Environmental Geomatics. Thomas was the lead GIS operator on the Trenton and Salem Vulnerability Assessments and Resiliency plans.



**Tara Srinivasan is a Princeton Hydro Environmental Scientist** and has a high proficiency in geospatial analysis and technical writing. She will support the development of Asbury Park’s Sustainability and Climate Change Element. She has mainly served as a cartographic designer that collects, processes, analyzes, and presents geographic data, using an extensive range of GIS methodologies, for

Princeton Hydro’s diverse portfolio of projects which include coastal and riverine flood risk, stream and wetland restoration, and watershed management. She also has served as lead author for feasibility studies, environmental resource inventories, and project interim reports. Through maps, graphics, interactive web applications, and narrative text, Ms. Srinivasan has effectively communicated complex environmental information to both inform internal decision-making and guide public and stakeholder understanding of the firm’s projects, project goals, and project influences within an environmental context. Ms. Srinivasan has also provided support through the form of engineering assistance in CAD drafting, construction oversight, regulatory permit submissions, and field investigations. She can interpret data to assess conditions of ecological communities, hydrology within a watershed context, and topography, especially when considering wetland construction. Ms. Srinivasan has conducted academic research related to coastal geomorphology and municipal climate change resilience. She has experience leading studies through the entire scientific method from initial stages through concluding results, including stages of inquiry formation, extensive literature review, procedural design and execution, peer discussion and leadership, data analysis and presentation, and evaluation of project impact and next steps. She is especially versed in tidal wetland habitat ecology and behavior, as well as its ecosystem relationship with areas of human development. She holds a B.A. in Earth and Environmental Science from Boston University. She provided technical support to the Trenton and Salem Vulnerability Assessments and Resiliency Plans.



**Hannah Kate Simon, MA, RPA is a Project Manager with Hartgen Archeological Associates, Inc.** She meets the qualifications of an Archeologist under the Secretary of the Interior’s Professional Qualifications Standards (36 CFR 61) and is experienced in precontact and historic archeology in the New York City metropolitan region, New Jersey, and Long Island. She will serve as the Project Manager for Asbury Park’s

Historic Preservation Element development. Supported by her administrative experience gained in nonprofit governance, she handles the coordination of archeological compliance surveys covering all

phases of the process and has worked with state and municipal agencies to further the understanding of historic sites through traditional excavation methods. Most recently, she has been involved in the research of industrial sites, cemeteries, and precontact sensitivity along the Assunpink Creek in Trenton, New Jersey, and the precontact and historical activities in the Udalls Cove Park Preserve in Little Neck, Queens. Hannah has also been involved in large-scale burial recovery efforts at Vicksburg National Cemetery in Mississippi. Hannah Kate Simon received her MA from New York University's Institute of Fine Arts in 2018, specializing in ancient art and archeology.



**Walter R. Wheeler, BA, BS is a Senior Architectural Historian with Hartgen Archeological Associates, Inc.** He meets the qualifications of an Architectural Historian under the Secretary of the Interior's Professional Qualifications Standards (36 CFR 61) and has worked with Hartgen since 1999 on projects throughout the northeast for both private and institutional clients. He will serve as Senior

Architectural Historian for Asbury Park's Historic Preservation Element development. Previously he worked for the Office of the State Architect and then was in private practice as a restoration architect and as an adjunct professor at SUNY New Paltz (as Project Director of the Hudson Valley Study Center) and at Hamilton College. He has given many public presentations and has authored approximately 100 scholarly articles and three monographs on New York State architecture. Wally is President of the Turpin Bannister Chapter of the Society of Architectural Historians and is a founding member and officer of Hudson-Mohawk Vernacular Architecture and edits their newsletter. He has sat on the Albany County Historical Association's board since 2004. He recently completed an 11-year term as Chair of Troy's Historic Review Commission. Wally's work with Hartgen includes reconnaissance and intensive-level surveys, HABS/HAER and State-compliant building documentation packages, National Register nominations for both individual structures and Historic Districts, and Historic Structure and Cultural Landscape Reports. In his role at Hartgen he also supports archeological work by providing interpretation of artifacts. This work has extended to consultations with National Parks and the NYS OPRHP on sites such as the Saratoga National Battlefield, Guy Park, the Herkimer House, Schuyler House, the Schuyler Mansion, and Crailo. Most recently he has overseen a statewide survey for NYSOPRHP, the context documentation for which has been published as *Thematic Survey of Dutch Heritage Resources in the Greater Hudson Valley*.

**Brian Knight, MS is an Architectural Historian (Planner) with Hartgen Archeological Associates, Inc.** He meets the qualifications of an Architectural Historian under the Secretary of the Interior's Professional Qualifications Standards (36 CFR 61), working in the region since 1997. Brian will serve as Architectural Historian for Asbury Park's Historic Preservation Element development. He specializes in cultural resource research, documentation, and evaluation. Through his work with cultural resource surveys, environmental reviews, National Register nominations, visual impact studies, preservation planning, and tax rehabilitation projects, Brian consistently follows the Secretary of the Interior's Standards for the Treatment of Historic Properties. Brian's historic preservation experience included private non-profits and government agencies at the local, state, and national levels. Brian has undertaken documentation, management plans, and National Register assessments in New Jersey. Among these are the Morris County Historic Resource Survey, encompassing 18 municipalities and including large Historic Districts as

well as individual resources. Additional work in New Jersey includes National Register nominations for historic fire stations in Atlantic City and for Union Hall in Downe Township. He has a BA in Political Science and an MS in Historic Preservation from University of Vermont.

**Jody Johnson is a GIS Specialist with Hartgen Archeological Associates, Inc.** Jody is an experienced geospatial analyst, formally trained in geographic information systems, with decades of professional experience in the environmental and cultural resources fields. She will serve as the Cartographer / GIS Specialist for Asbury Park’s Historic Preservation Element development. She has completed several continuing education programs through ESRI such as “Python Scripting for Geoprocessing Workflows,” “Working with Geodatabase Domains and Subtypes,” and “Creating Map Books Using Data Driven Pages.” As a GIS specialist, Jody is responsible for the deployment of GPS units and mobile data collection forms, the analysis and management of spatial data, and the creation of maps to illustrate reports and other deliverables. Jody compiles project data in geodatabases and standardized folder structures, and links with data produced by Hartgen’s laboratory staff to connect artifact descriptions with spatial data.



**Jennifer Geraghty is the Senior Historical Researcher with Hartgen Archeological Associates, Inc.,** where she has worked for fifteen years. Research includes primary archival and secondary research in support of historic resource surveys, National Register nominations, HABS/HAER documentation packages, archeological surveys, site evaluations, and data recovery studies. Jennifer obtains information regarding reported archeological sites, National Register-listed and -eligible properties, and building/structure inventories using offline systems and web-based Cultural Resource Information Systems as well as collecting historical maps pertaining to specific project locations. She is also adept at the examination of state and federal census records, deeds, and manuscript materials; assists in the writing of reports; and oversees the maintenance of the physical and digital Hartgen library. Jennifer serves as the archeological consultant on the Historical Resources Commission of the City of Albany.

## E. PAST PERFORMANCE

**BRS Client:** Willingboro, NJ  
**Project:** PLANNING SUPPORT (Master Plan, Redevelopment Area Plan, Fair Share Housing Plan)  
**Contact:** Dwayne Harris, Township Manager, Willingboro Township, NJ

**Phone: 609-877-2200,**  
**Email: [dharris@willingboronj.gov](mailto:dharris@willingboronj.gov)**

BRS is in the process of writing the **Master Plan** for Willingboro Township, NJ. This is the first full rewrite of the Master Plan since 1997. The new Master Plan will include housing and land use elements, along with the Township's first climate change vulnerability assessment. Community engagement will be an essential component of the development of this plan. The team is holding conversations with various community members, including homeowners, local businesses, and other stakeholders. Our focus is on facilitating a robust public participation plan that utilizes a variety of techniques, both traditional and innovative, to inform and be informed by the public, resulting in a shared, inclusive vision.



BRS has completed a plan outline, community engagement plan, and community survey questions. The team has developed a project website, located at <https://brsinc.com/willingboro/>. Community engagement has commenced with steering committee meetings and tabling at community events to develop the plan vision.

#### **Services Provided by BRS:**

- Comprehensive review of existing master plan, zoning, and other relevant land use ordinances; natural resource and environmental data; and other reports
- Vulnerability assessment to understand the potential threat of climate change to community assets and vulnerable populations
- Public engagement, including community and steering committee meetings, visioning sessions, tabling at community events, and online surveys
- Development and maintenance of project website
- Development of vision, goals, and objectives with steering committee and community members
- Completion of land use and housing Master Plan elements per New Jersey Municipal Land Use Law

In addition to work on the Master Plan, BRS has completed the **Route 130 Redevelopment Area Plan** and **Fair Share Housing Plan**, both of which have been adopted by Willingboro Township. For the Route 130 Redevelopment Plan, BRS started with an investigation of four separate sites along the Route 130 corridor identified as priorities by the municipality; three of which were approved by the Planning Board and City Council as Areas in Need of Redevelopment. The redevelopment plan focused on just one of the four sites, which is targeted for affordable housing redevelopment. This redevelopment project supported municipal requirements for the Fair Share Housing Plan. By working on both plans at the same time, BRS was able to ensure that the redevelopment plan would meet the Township's Fair Share obligations. It is anticipated that BRS will amend the redevelopment plan in the next year to incorporate the additional sites approved as areas in need of redevelopment.

**BRS Client:** Trenton, NJ and Salem, NJ  
**Project:** RESILIENT NJ MUNICIPAL ASSISTANCE PROGRAM  
Funded by NJDEP Bureau of Climate Resilience Planning  
**Contacts:** Charles Matthew Bailey, MPA, Former Executive Director of Commerce for Salem, NJ and Current Executive Director of Salem Housing Authority, Salem, NJ,  
Phone: 856-935-5022, x1204, Email: [cbailey@salemhousingauthority.org](mailto:cbailey@salemhousingauthority.org)  
<https://experience.arcgis.com/experience/16ec2d4389994ede99f5bfc2663abdfb/>

**J.R. Capasso, CPG, Retired Brownfields Coordinator,  
Division of Economic Development, Trenton, NJ,  
Phone: 609-413-3127, Email: [jrcapassoxyz@gmail.com](mailto:jrcapassoxyz@gmail.com)  
<https://experience.arcgis.com/experience/7ca3a06bb4064b98bc982050fe9dcb9a>**

BRS led a consultant team, including Princeton Hydro, that was part of the Resilient NJ contractor pool working with the New Jersey Department of Environmental Protection (NJDEP) on resiliency projects.

The Municipal Assistance Program, funded by NJDEP Bureau of Climate Resilience Planning, offered New Jersey municipalities the opportunity to complete required resiliency planning efforts with the assistance of NJDEP funds and contractor assistance.



#### **Services Provided by BRS:**

BRS prepared successful proposals on behalf of Trenton, NJ and Salem, NJ to perform the following:

- Research, data collection, and assessment
- Stakeholder and community engagement, with an emphasis on socially vulnerable and under-represented populations and including extensive stakeholder interviews, virtual and in-person public meetings, walking tours, and an interactive, web-based ArcGIS StoryMap to communicate complex information in a digestible format
- A comprehensive, Municipal Land Use Law requirements-compliant climate change-related hazard vulnerability assessment
- Development of resilience and adaptation action items
- A resilience action plan that aligns with Plan Endorsement requirements and prioritizes nature-based solutions and green infrastructure; this implementation matrix will guide the community in moving forward with recommended actions

**BRS Client:** City of Mount Vernon, NY  
**Project:** COMPREHENSIVE PLAN COMMUNITY ENGAGEMENT

**Contact:** James Rausse, FAICP, WEDG, Commissioner, Planning & Community Development,  
Phone: 914-840-4030, Email: [jrausse@mountvernonny.gov](mailto:jrausse@mountvernonny.gov)

BRS is serving as part of a multi-consultant team to write a new Comprehensive Plan for the City of Mount Vernon, New York. BRS's role on this team is leading all community engagement, ensuring that the Mount Vernon community is represented in the planning process and collecting essential data that will be used in writing the plan.



BRS has led five community conversations as part of this process, including events targeted at seniors, Spanish-language speakers, industrial leaders, and the community as a whole. In these meetings, innovative techniques such as community mapping, amenity boards, video displays of key corridors, and identification of shopping preferences using Legos were used to collect community responses. BRS was responsible for collecting data in both raw form along with summary analyses to support the writing of the plan. We also converted a survey developed by Mount Vernon youth into an online survey and synthesized the results of that survey.

In order to ensure strong participation in events, BRS put together a community engagement plan for this process, which included a marketing strategy. BRS designed flyers, wrote content for social media posts, and helped revamp the project website. At the end of the planning process, BRS wrote a report overviewing all the community engagement that was completed and showing how it was incorporated into the final plan. This report became chapter 3 of the Comprehensive Plan. BRS then led two final community events where the results of the Comprehensive Plan were presented to the public, highlighting the process of plan development and key elements of each chapter of the plan.

#### **Services Provided by BRS:**

- Led five community conversations, each tailored to collect information from targeted groups
- Collected data to present in raw form, along with summaries of events
- Synthesized data from online survey
- Wrote community engagement plan and supported marketing of events
- Wrote Chapter 3 of the Comprehensive Plan, reporting on the results of community engagement
- Led two final citywide meetings to present the final Comprehensive Plan and solicit feedback

**BRS Client:** Lacey, NJ  
**Project:** NUCLEAR CLOSURE COMMUNITY ECONOMIC DEVELOPMENT PLAN  
**Contact:** Veronica Laureigh, Municipal Clerk/Administrator,  
Phone: 609-693-1100, x2200, Email: laceyclerk@laceycity.org  
**Work Sample:** <https://brsinc.com/lacey/>

The City of Lacey was awarded a US Economic Development Administration Public Works and Economic Adjustment Nuclear Closure Communities grant in 2022 and contracted BRS for professional planning, energy, and economic development services. The objective is to analyze options for the community to replace the high paying jobs, business tax receipts, and corporate citizenship lost by the Oyster Creek Nuclear Power Plant's closure. The project's objective is to identify appropriate reuse options for the Oyster Creek facility and several other underutilized properties in Lacey in order to promote the short- and long-term economic and social wellbeing of the City.



#### **Services Provided by BRS:**

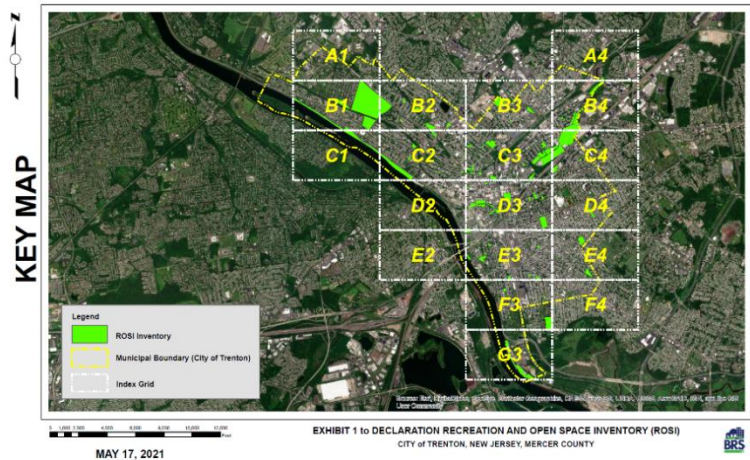
- **S.W.O.T. Analysis** - an assessment of City and County socioeconomic conditions and opportunities, with supporting GIS maps
- **Supply and Demand Study for Target Industries** – an analysis and feasibility evaluation of proposed industries aligning with the City's development objectives
- **Economic Impact (Input-Output), Market and Benefit-Cost Analyses** – estimation of the economic impact of potential investments in targeted industries using the IMPLAN Input-Output (I-O) economic model and analysis tool as well as publicly available data from the US BEA and BLS
- **Site Reuse Planning** – an analysis of identified priority sites (with Oyster Creek as the top priority), to include zoning, infrastructure, environmental impact, permitting required, site pre-development costs, and coastal vulnerability
- **Community Involvement** – development and implementation of a robust, two-pronged engagement initiative to obtain targeted feedback from key stakeholders, as well as broad-based buy-in for the plan implementation through discussions with the public
- **Action Plan** – a blueprint for Lacey City to attract new business, new investments, and funding for necessary infrastructure and workforce development improvements for recommended new uses of prioritized sites
- **US EDA Grant Reporting Requirements** – oversight to ensure all work conducted is in accordance with the applicable grant terms and conditions, submission of all required reporting, and coordination with Lacey City to ensure that reimbursements are completed in a timely and compliant manner

**BRS Client:** Trenton, NJ  
**Project:** RECREATION AND OPEN SPACE INVENTORY (ROSI) MAINTENANCE  
**Contact:** Maria Richardson, Business Administrator,  
 Phone: 609-989-3807, Email: [mrichardson@trentonnj.org](mailto:mrichardson@trentonnj.org)  
[https://brsinc.com/wp-content/uploads/2022/10/2015\\_National-Resource-Inventory\\_DVRPC.pdf](https://brsinc.com/wp-content/uploads/2022/10/2015_National-Resource-Inventory_DVRPC.pdf)

In order to apply for Green Acres funding, the New Jersey Department of Environmental Protection (NJDEP) requires local governments to maintain a current Recreation and Open Space Inventory (ROSI). The ROSI, which is available to the public, clearly delineates which areas are under the jurisdiction of the Green Acres program, and as a result, cannot be utilized in a manner outside of recreation or conservation purposes. Since 2011, BRS has been working to maintain the ROSI to secure further grant opportunities for the City of Trenton and ensure the protection of the city’s open space. BRS has developed the Declaration of Encumbrance required by Green Acres that states the current status of each block and lot associated with the Green Acres program, as well as an associated GIS map package, and has worked closely with DEP and the City to resolve issues with specific parcels.

**Services Provided by BRS:**

- Liaison services between the NJDEP and the City
- Working with the City Tax Assessor on outstanding parcels to be addressed and updated on the state registry
- Preparation of the Declaration of Encumbrance
- Historical research and documentation
- Preparation of the GIS Map Package



**Hartgen Archeological Associates, Inc. Client: Morris County, NJ**  
**Project: MORRIS COUNTY HISTORIC RESOURCES SURVEY**



Hartgen conducted fieldwork and documentation of 18 Morris County communities. Deliverables include updated district and building forms.

**Princeton Hydro Client: Interlaken, Monmouth County, NJ**

**Project: DEAL LAKE WATERSHED PROTECTION PLAN IMPLEMENTATION**

**Contact: Don Brockel, Chairman, Deal Lake Commission, Phone: 732-539-0743,**

**Email: brockel@optonline.net**

Encompassing 155 acres and with over 27 miles of shoreline, Deal Lake is the largest of New Jersey's coastal lakes. The lake's 4,400-acre watershed is highly developed, with the majority of the watershed developed in the 1940s-1960s. As a result, stormwater management, particularly with respect to water quality and volume management, is largely lacking. Since 1980, the Deal Lake Commission (DLC) has served as the State-appointed steward of the lake. Princeton Hydro secured the DLC \$450,000 in 319(h) funding to implement the lake's New Jersey Department of Environmental Protection-approved Watershed Protection Plan. Using the 319(h) funding, the DLC implemented three projects aimed at decreasing pollutant loading and restoring heavily eroded sections of the Deal Lake shoreline. This project received a North American Lake Management Society Technical Merit Award.

**Asbury Park Comstock Street MTD** – This project involved the installation of a manufactured treatment device (MTD). The MTD installation was complicated by the site's existing development and sub-surface infrastructure. Post-installation field testing and STEPL modeling conducted by Princeton Hydro confirmed that the MTD significantly decreased the pollutant loading from one of the lake's major stormwater outfalls.



**Colonial Terrace Golf Course Bioretention BMPs** – Princeton Hydro was responsible for the field testing, engineering design, and permitting of three bioinfiltration basins constructed at the Colonial Terrace Golf Course. Field testing showed each basin is capable of fully infiltrating the runoff generated by storms as great as 1.5 inches per hour. In addition, over 300 feet of eroded shoreline was stabilized with native plants. Doing so helped create a dense buffer that inhibits passage of Canada geese from the lake onto the golf course.

**Asbury Park Boat Launch Shoreline Stabilization** – Princeton Hydro was responsible for the field testing, engineering design, and permitting for this project. Coir fiber logs were used to stabilize an approximately 250-foot segment of highly eroded shoreline. Princeton Hydro also implemented an herbicide treatment program to eliminate Japanese knot weed and Common Reed (*phragmites australis*) and then replanted the shoreline with native vegetation. The final element of the project involved the construction of a bioretention rain garden to control the runoff from the boat launch parking area.



## F. FAMILIARITY WITH CITY

Leah Yasenchak, Principal in Charge for this project, was born at the Jersey Shore, growing up in Point Pleasant Beach and residing in Manasquan for most of her adult life. As such, she has had a front row seat to Asbury Park's distressed conditions in the 1970s and 1980s, and the rapid revitalization of the city in more recent years, resulting in a divided city with wealth concentrated along the beachfront, but significant social and economic needs on the other side of the tracks. Her background also provides her with an intimate familiarity with the particular challenges of municipalities with seasonal population surges, seasonal homeownership, and short term rentals. Shore towns face unique challenges with parking, law enforcement, and stability for local businesses that need to be accounted for during the planning process.

In addition to this thorough awareness of the challenges and rewards endemic to shore communities, BRS is well acquainted with Asbury Park specifically, having served the city in various roles since 2015. We have written, managed, and closed out two EPA Brownfields Assessment grants for the city, totaling \$400,000, and BRS secured and is assisting with the implementation of a \$600,000 EPA Brownfields Cleanup grant. These funds served to assess, remediate, and advance redevelopment objectives in underserved areas, particularly in the Springwood Avenue Brownfield Development Area (BDA). Working closely with the City and other local stakeholders, BRS performed multiple assignments as part of an On-Call contract, identifying and assessing priority brownfield sites and providing planning support and community outreach, including facilitation of the steering committee and a property owners' workshop. A total of seven Phase I and eight Phase II site assessments and investigations were completed. Through this work we have become familiar with the residential, commercial, and industrial aspects of Asbury Park and have had the opportunity to meet many of the community leaders.

In addition to our brownfields work, from 2015-2020 BRS served as the grant writer for Asbury Park. In that role, we had the pleasure of meeting with the Directors of every Department and had the opportunity to learn about the challenges and opportunities facing the city. Notably we developed the successful Transit Village application for the city, which allowed us to do a deep dive into the downtown planning environment, city zoning, city and county planning documents, and State transportation plans impacting Asbury Park. This work also included a public outreach component.

In addition to the Transit Village designation, BRS was able to leverage the EPA funding in a successful application to NJDOT's Transportation Alternatives Set-Aside Program for an additional \$237,000 in funding, and additional remediation funding from a New Jersey Department of Environmental Protection Hazardous Discharge Site Remediation Fund (HDSRF) Grant of almost \$1 million. The firm serves as Grant Manager for these grants and continues to support the City in the implementation of the remediation scope.

BRS team members have also had the pleasure of participating in various community events over the years as part of the firm's BRS Gives Back initiatives.

## G. REFERENCES

**BRS Client:** Willingboro, NJ

**Projects:** Master Plan, Redevelopment Area Plan, Fair Share Housing Plan

**Contact:** Dwayne Harris, Township Manager, Willingboro Township, NJ, 609-877-2200, dharris@willingboronj.gov

**BRS Client:** Mount Vernon, NY

**Project:** Comprehensive Plan Community Engagement

**Contact:** James Rausse, FAICP, WEDG, Commissioner, Planning & Community Development, 914-840-4030, jrausse@mountvernonny.gov

**BRS Client:** Trenton, NJ and Salem, NJ

**Project:** Resilient NJ Municipal Assistance Program Resiliency Planning (including CCRHVA)

**Contacts:**

Charles Matthew Bailey, MPA, Former Executive Director of Commerce for Salem, NJ and Current Executive Director of Salem Housing Authority, Salem, NJ, 856-935-5022, x1204, cbailey@salemhousingauthority.org

J.R. Capasso, CPG, Retired Brownfields Coordinator, Division of Economic Development, Trenton, NJ, 609-413-3127, jrcapassoxyz@gmail.com

**BRS Client:** Lacey, NJ

**Project:** Nuclear Closure Community Economic Development Plan

**Contact:** Veronica Laureigh, Municipal Clerk/Administrator, 609-693-1100, x2200, laceyclerk@laceycity.org

**BRS Client:** Trenton, NJ

**Projects:** Recreation and Open Space Inventory (ROSI) Maintenance

**Contact:** Maria Richardson, Current Business Administrator and Former Director, Department of Recreation, Natural Resources, and Culture, 609-989-3807, [mrichardson@trentonnj.org](mailto:mrichardson@trentonnj.org)

## H. TECHNICAL PROCESS AND EQUIPMENT

BRS will follow the methodology outlined in Section A, Scope of Work. Mapping will all be done in ARC GIS; demographic and economic data will be derived primarily from ESRI Business Analyst and US Census Data. Permit summary data from the New Jersey Department of Community Affairs will also be used. The survey will be conducted in Google Forms, and flyers for public meetings will be designed in Canva. Any virtual meetings will be conducted on a Zoom platform. Miro boards or similar software will be used to encourage visual interaction for virtual community mapping exercises. Editable documents will be provided in Microsoft Word and pdf formats. BRS will subcontract with a translation service as necessary; in the past, we have used Quantum Inc: <https://www.quantumtranslations.com/>

## I. COST DETAILS

<b>BRS Position</b>	<b>Hourly Rate</b>
<b>Principal – Leah Yasenchak, PhD, AICP/PP, CEcD</b>	<b>\$214.20</b>
Supervisory Engineer	\$182.70
Supervisory Environmental Scientist	\$170.10
LSRP / Managing Environmental Scientist	\$168.00
Supervisory Landscape Architect	\$165.90
<b>Senior Project Manager – Donna Rendeiro</b>	<b>\$165.90</b>
Supervisory Grant Writer/Manager	\$165.90
<b>Supervisory Planner – Michael Kolber, AICP/PP (Planning Division Director)</b>	<b>\$157.50</b>
Senior Environmental Scientist	\$157.50
Senior Grant Manager	\$140.70
<b>Senior Planner – Alisa Goren, AICP/PP, CFM</b>	<b>\$138.60</b>
<b>Senior Economist – Sonia Martin</b>	<b>\$138.60</b>
Landscape Project Manager	\$138.60
Planner	\$134.40
Environmental Scientist	\$132.30
Grant Writer / Grant Manager	\$131.25
<b>Staff Planner – Sarah Oliver, AICP/PP</b>	<b>\$117.60</b>
<b>CADD / GIS Operator – Lori Fallon (Graphics and Mapping Specialist)</b>	<b>\$117.60</b>
Staff Grant Manager	\$115.50
Staff Landscape Architect	\$115.50
Staff Engineer / Owner’s Representative	\$115.50
Intern	\$63.00
<b>Hartgen Archeological Associates, Inc. Position</b>	<b>Premarkup Hourly Rate</b>
Architectural Historian – Walter Wheeler, Brian Knight	\$101.85
Project Manager – Hannah Kate Simon	\$98.66
Senior Researcher – Jennifer Geraghty	\$77.98

Cartographer/GIS Specialist – Jody Johnson	\$87.53
<b>Princeton Hydro Engineering PC</b>	<b>Premarkup Hourly Rate</b>
Environmental Scientist - Tara Srinivasan	\$126
Senior Environmental Scientist - Thomas Hopper	\$165
Director of Restoration and Resilience - Christiana Pollack, CERP, GISP, CFM	\$265

Rates provided include routine telephone, copying, and postage rates. Significant direct costs such as travel, overnight shipping, bulk copying, etc. are not included in the hourly rates and will be invoiced as pass-through costs with no markup. Mileage rates will be invoiced at the GSA mileage rate at the time that travel was performed. Subcontractor invoices are subject to an 8% markup.

The development of the Asbury Park Comprehensive Master Plan and Re-Examination Report will entail several key phases and tasks, each requiring dedicated time and specialized staff as described in the preceding sections. The budget presented here reflects a thoughtful allocation of resources across these phases to best meet the needs of the Master Plan project. The personnel involved have been chosen based on their relevant expertise and are tasked with specific activities that match their professional skills. Their combined hours and rates calculate the total estimated cost of each task and phase.

## CONCLUSION

BRS, Inc. is excited at the prospect of undertaking the creation of a Comprehensive Plan and Re-Examination for Asbury Park. We are convinced that our team's understanding of Asbury Park and specialized expertise not only in planning, but in historic preservation and climate change vulnerability analysis, combined with a profound respect for Asbury Park's unique community character and history, make us uniquely equipped for this task.

Our proposed approach is comprehensive, adaptable, and firmly rooted in the principles of community engagement. We believe deeply in leveraging local insights and in the inherent wisdom of the community. Our plan to incorporate extensive public participation in every phase of the plan ensures that the final Master Plan and Re-Examination Report will be a true reflection of Asbury Park's values and aspirations.

We have thoughtfully planned our budget to make the most of your resources, ensuring that every dollar is effectively employed towards creating a sound, strategic, and implementable Plan.

With our mix of passionate professionals, a proven track record, and our commitment to creating a shared vision for Asbury Park, we are convinced that we can collaborate with you to create a Plan that will guide your City to a future that is vibrant, resilient, inclusive, and sustainable.

We look forward to the possibility of partnering with Asbury Park on this critical journey towards shaping a prosperous and meaningful future for your residents, businesses, and visitors.

	BRS, Inc							Princeton Hydro				Hartgen					
	Leah	Michael	Donna	Alisa	Sonia	Sarah	Lori	Jared	Christie	Thomas	Tara	Hannah	Walter	Brian	Jody	Jennifer	Subtotal
<b>DISCOVERY</b>																	\$ 19,250
Kick off meeting	3	5															\$ 1,432
City tour		8				8											\$ 2,208
Plan Review		20				40											\$ 7,880
Data analysis and synthesis		10			40		5										\$ 7,730
Development of Community outreach plan	0	0															\$ -
<b>PUBLIC OUTREACH ENGAGEMENT AND STAKEHOLDER COLLABORATION</b>																	\$ 38,348
Meetings with Staff		20				20											\$ 5,520
Community meetings	4	56		32		24	2										\$ 17,220
Planning Board Hearings		36				0											\$ 5,688
Online Survey and Social media outreach		8		30													\$ 5,434
Project Website		2		30													\$ 4,486
<b>PLAN DEVELOPMENT</b>																	\$ 117,850
Land Use Element reexam		10				30	6										\$ 5,828
Historic Preservation Element new element		6					20					0	0	198	1	16	\$ 34,243
Housing Element reexam		5	3			30											\$ 4,828
Sustainability and Climate Change full Element	8	5		30			0		24	100	80						\$ 42,247
Open Space, Parks and Recreation Element reexam	5	4					4	30									\$ 6,344
Economic Development reexam		10	0		30												\$ 5,750
Circulation with includes bike and ped plan reexam	2	40					4										\$ 7,220
Community Facilities reexam	2	30															\$ 5,168
Urban Design reexam		10		30		0	4										\$ 6,222
<b>IMPLEMENTATION PLANNING</b>																	\$ 6,920
Draft Plan		20		10													\$ 4,550
Final Plan		15															\$ 2,370
<b>EXPENSES</b>																	\$ 7,480
ESRI Business Analyst																	\$ 4,480
Expenses																	\$ 3,000
<b>TOTAL</b>																	\$ 189,848

# RESUMES



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## Principal/Co-Founder

*Dr. Yasenchak is a founding principal of BRS, leading the firm’s planning, grant writing, economic development, and outreach services. She oversees publicly funded redevelopment projects through project inception, funding identification, completion of regulatory approvals, and construction. A skilled facilitator and writer, she is able to work with large groups to synthesize complex technical projects into a cohesive winning narrative for funding and permit applications. As a leader in economic development and planning, she is experienced in assisting local governments with revitalization efforts.*

### Grant Writer

Dr. Yasenchak has overseen the writing of nearly 400 grant applications for Federal, State, local, and philanthropic foundations, garnering BRS clients over \$300 Million in grant funds. These include projects for environmental assessment and remediation, economic development, community revitalization, planning, habitat restoration, infrastructure, park development, alternative energy, and others. In addition to grants, she has led teams in developing complex permit applications for medical marijuana facilities, involving the collection and synthesis of large amounts of information. She then translates this into a compelling narrative within the strict guidelines of the regulatory permit solicitation. Once funding is received, Dr. Yasenchak frequently is retained by satisfied clients to manage the funding as well as the project itself, ranging from planning to construction oversight.

### Grant Manager, Various Clients

Dr. Yasenchak serves as outsourced staff to local governments, managing publicly funded community revitalization initiatives as well as redevelopment projects, including an \$8 million project funded primarily by the US Economic Development Administration (USEDA) to develop the Enterprise Avenue Industrial Park in Trenton, New Jersey. For this project, she obtained over \$5 million in federal USED A grant funds to develop several abandoned properties into an industrial park, resolved difficult acquisition and relocation issues, and resolved complex liability issues. She then managed the process to conduct the demolition, streetscape improvements, environmental work, and park development from procurement, to construction oversight, to grant reporting, reimbursement, and close out. Dr. Yasenchak also is managing a project to convert multiple brownfield sites into the Assunpink Greenway. She obtained grant funds and technical assistance to investigate and acquire the property, has secured over \$15 million in local, state and federal funding toward remediation and redevelopment of the 99-acre proposed park, and has overseen the acquisition, investigation, remediation, demolition, and redevelopment of the parcels.

### Years of Experience

31

### Education

B.A. - Environmental Policy,  
The American University, 1990

M.A. - Public Administration of Environmental Policy,  
The American University, 1992

M.S. - Environmental Sciences and Policy,  
The Johns Hopkins University, 2002

PhD – Environmental Planning, Rutgers University, 2013

### Certifications

American Institute of Certified Planners (AICP)

New Jersey Licensed Professional Planner (PP)

IEDC Certified Economic Developer (CEcD)

### Contact

leah@brsinc.com

### Manager, NYC BIG Program

Dr. Yasenchak oversees BRS's funding incentive programs, including research and identification of funding sources for public sector revitalization programs, development of financing strategies to facilitate project development, authoring of applications for funding, and management of grants and financing tools for public sector clients. She was instrumental in the development of New York City's BIG program; a public sector program that assists with economic development and regulatory incentives for high impact community revitalization projects in New York City. This included development of contractual implementation measures, and the construction of a database portal to track applications, approvals, and success metrics. Dr. Yasenchak continues to serve as Administrator of this successful program.

### Planner, Various Clients

Dr. Yasenchak is an AICP and New Jersey State PP Certified planner. She has overseen Brownfield Area Wide Planning projects funded by EPA in Orem, Utah; Camden, New Jersey; and the South Bronx, New York. She has developed the Strategic Recovery Planning Report for the Borough of Tuckerton, in concert with New Jersey Future, as well as the Sustainable and Resilient Coastal Communities report. She has also authored multiple land use plans, including a comprehensive environmental review of the City of Camden to develop an industrial site inventory which can be used to target industrial and commercial development in the city. In addition, she developed the Comprehensive Economic Development Strategy (CEDs), a requirement of the US Economic Development Administration, for the City of Trenton through an extensive community input process. This work incorporated the requirements of the Consolidated Plan, a US Department of Housing and Urban Development requirement, so that the two plans reflected the same goals and objectives. Dr. Yasenchak has also authored Trenton's Municipal Stormwater Management Plan and Stormwater Pollution Prevention Plan, as well as the Open Space and Recreation Plans for the towns of Manasquan and Point Pleasant, New Jersey.

### Community Outreach / Public Involvement, Various Clients

Dr. Yasenchak has significant experience in facilitating discussions around land use plans and redevelopment projects, including working with advisory boards, establishing and running task force groups, and leading public meetings. This includes managing the Better Environmental Solutions for Trenton (BEST) Advisory Committee, in Trenton, New Jersey. Dr. Yasenchak managed a similar ongoing stakeholder process in Plainfield, NJ. She also provided assistance in the quarterly roundtable meetings for all NY EPA Brownfield pilots and conducted brownfield redevelopment design charrettes via a contract with the New Jersey Institute of Technology's EPA TAB grant.

### Redevelopment Project Manager, Various Clients

Dr. Yasenchak manages numerous redevelopment projects for various public sector clients, including the City of Trenton. Activities include development of requests for proposals and bid specifications for environmental investigation and remediation; oversight of consultants and contractors; liaison with DEP and EPA regulators; development of brownfield inventories; prioritization of sites; and identification and acquisition of grant funding to address the sites. In addition, she assists clients in identifying appropriate reuses and attracting developers to the sites. An exemplary project is the Assunpink Greenway, an effort to convert multiple flood-prone, brownfield sites into a 100-acre linear greenway in a distressed neighborhood in Trenton, New Jersey. She obtained FEMA, EDA and EPA grant funds and technical assistance to investigate and acquire the property, has secured over \$15 million toward remediation and redevelopment of the proposed park, and has overseen the acquisition, investigation, remediation, demolition, and redevelopment of the parcels. Another example is the \$8 million project funded by US EDA to address repeat flooding losses for industrial / heavy commercial properties by developing the Enterprise Avenue Industrial Park in Trenton. For this project, she obtained over \$5 million in federal grant funds to develop several abandoned brownfield sites into an industrial park, resolved difficult acquisition issues, and resolved complex liability issues. She then managed the process to conduct the demolition, streetscape improvements, environmental work, and park development from procurement, to construction oversight, to grant reimbursement.

### Sustainable and Resilient Coastal Communities, NJ Future

Under a grant from the New Jersey Department of Environmental Protection, evaluates the methods of designating CAFRA Town Centers using a risk-based lens, through cooperation with three pilot communities (Toms River, Little Egg Harbor, and Tuckerton). The result is a recommendations report that provides options for reduction of risk for communities and for the State overall.

### US Environmental Protection Agency

Prior to establishing BRS, Inc., Dr. Yasenchak worked for eleven years at the U.S. Environmental Protection Agency, in numerous offices. Selected experience includes: author of the Transition Books for the Office of Solid Waste and Emergency Response for the 1993 transition to President Bill Clinton; liaison to the Chemical Industry for the Office of Pollution Prevention and Toxics; Speechwriter to the Assistant Administrator for the Office of Pollution Prevention and Toxics; Special Assistant to the Assistant Administrator of the Office of Air and Radiation; Project Manager for a pilot project to evaluate the impacts of land use decisions on air quality and factor this into SEPs; and a four-year detail to the City of Trenton, NJ as Brownfields Coordinator.

State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Board of Professional Planners

HAS LICENSED

Leah B. Yasenchak  
10 Acpoan Pl.  
Manasquan NJ 08736

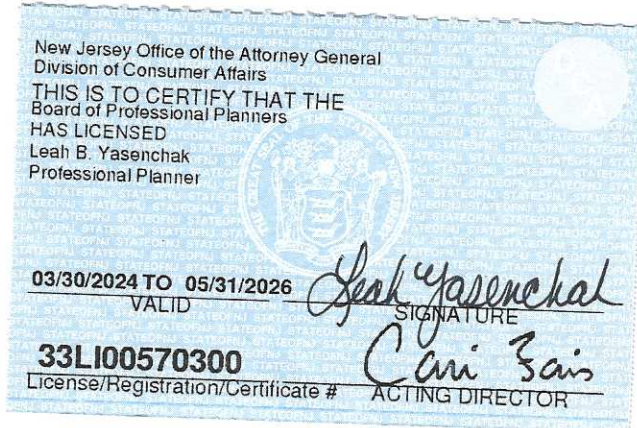
FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner

03/30/2024 TO 05/31/2026  
VALID

33LI00570300  
LICENSE/REGISTRATION/CERTIFICATION #

*Leah Yasenchak*  
Signature of Licensee/Registrant/Certificate Holder

*Cari Zais*  
ACTING DIRECTOR





## Michael Kolber, AICP/PP Planning Division Director

*Michael Kolber, BRS Planning Division Director, is an AICP-certified, New Jersey Licensed Professional Planner with specialties in land use, sustainability, resilience, and community development. Michael has a Master's Degree in Urban Planning and 13 years of experience in planning and community development, with a proven ability to run organizations, manage projects, work with community members, deliver public presentations, prepare technical documents, and conduct research.*

### EMPLOYMENT HISTORY

#### Planning Division Director, Brownfield Redevelopment Solutions, Inc. (BRS)

(2024 - 2025)

- Supervises five division staff members and all division projects
- Manages Brownfield Development Area Program for Salem, NJ, including leading BDA Meetings, recommending projects, supporting EPA Brownfields Multipurpose and NJDEP Hazardous Discharge Site Remediation Fund (HDSRF) grant management, and coordinating with other planning projects
- Oversaw completion of Paterson, NJ and Salem, NJ Food Security Plans; Grieves Parkway Redevelopment Plan in Salem, NJ; and New Cassel Economic Development Plan for North Hempstead, NY
- Project Manager for Salem, NJ HUD Choice Neighborhood Plan; Mt. Vernon, NY Master Plan Community Engagement; and Paterson, NJ Stormwater Utility Plan

#### Senior Planner, City of Trenton, New Jersey (2019 - 2024)

- Project Manager for the municipal component of the HUD Choice Neighborhood Transformation Plan and subsequent Implementation Grant application, successfully awarded \$15.6 million HUD grant
- Managed all resilience and sustainability planning, including ResilientNJ climate resilience plan, Trenton annex of Mercer County Multijurisdictional Hazard Mitigation Plan, air quality and respiratory health study, and local government energy audits
- Team member for land-use and redevelopment projects, including new land development-ordinance, revisions to multiple redevelopment plans
- Wrote final revision of Trenton Community Health and Wellness Plan
- Reviewed applications for development and wrote staff recommendation reports

#### Assistant Planner, Bureau of Climate Resilience Planning, New Jersey Department of Environmental Protection (2017 - 2019)

- Project Manager for Resource Team developing state sea-level rise standards
- Collaborated on program development, led municipal outreach, wrote NOFA, and created flood maps for Resilient NJ Regional Resilience Planning Grant Program

### Years of Experience

13

### Education

M.S. – Urban Planning, Columbia University

B.A. – Economics, Drew University

### Certifications

American Institute of Certified Planners (AICP)

New Jersey Professional Planner (PP)

### Contact

mkolber@brsinc.com

- Cowrote winning applications for NOAA Project of Special Merit and NOAA Coastal Fellow; both grants support integration of socially vulnerable populations into the NJ Coastal Management Program
- Reviewed municipal planning documents for consistency with CAFRA rules as part of the state plan endorsement process; wrote notices for NJ Register

### **Sandy Relief Policy and Grant Management Consultant, New Jersey Department of Community Affairs (2016 - 2017)**

- Reviewed funds requests from DEP, FEMA, Rebuild by Design, and other programs to ensure compliance with Federal grant regulations
- Managed data for 3,000 applicants for Tenant Based Rental Assistance program
- Instructed applicants on rental assistance rules and guided them through the application process

### **Program Manager for Community Building, United Way of Greater Union County (2011 - 2013)**

- Supervised writing of municipal needs assessments for ten communities of concern
- Managed nearly \$1,000,000 in grants, including Union County Community Development Block Grant, child abuse prevention and emergency heating programs, and United Way community grants
- Developed program indicators, wrote manuals, administered online grant application process, evaluated grant applications, conducted site visits, collected and analyzed data, and reported on outcomes
- Built database to track clients through Family Strengthening Network
- Managed multiple data management systems, including training partners and making system modifications
- Managed interns and temporary staff in Community Building department

### **Community-Driven Reconstruction Monitoring Specialist, International Rescue Committee, Democratic Republic of Congo (2011)**

- Collaborated in developing monitoring strategy for world's largest community-driven reconstruction program
- Mapped program data to ensure proper collection, recording, and distribution of information
- Developed program-wide tracking system for all monitoring and evaluation activities using Excel
- Collected and processed data for donor report; wrote sections of donor report
- Trained local monitoring officers in data collection, processing, and reporting methods
- Coordinated and led a five-day national monitoring and evaluation workshop

### **Community Board 12 Planning Fellow, Manhattan Borough President's Office, New York, New York (2008 - 2009)**

- Conducted soft site analysis to determine underdeveloped areas that may need rezoning
- Analyzed C8 zoning districts in the community and made rezoning recommendations

### Small Enterprise Development Volunteer, Peace Corps, Burkina Faso (2003 - 2005)

- Assisted regional credit union (URCBam) to evaluate and improve microcredit programs
- Conducted participatory study on improving loan repayment rates; wrote report in French
- Trained women's groups to develop business skills and helped them acquire training in artisanal skills
- Wrote guide for Peace Corps Volunteers on how to work with local microfinance institutions
- Led team conducting community trainings to prevent Guinea Worm
- Served as founding board member of Peace Corps Artisan Fund: Assisted in designing program, corresponding with donors, reviewing grant applications, and writing annual report

### BUSINESS REFERENCES

Mr. Jeffrey Wilkerson, Eastern Federal Lands Highway Division, Federal Highway Administration, 917-613-3625

Mr. Ray Bucchi, Zoning Officer, City of Trenton (Retired), 609-516-9054

### PROFESSIONAL INVOLVEMENT

American Planning Association International Division, Currently Immediate Past Chair (2023 – Present), Previously Chair (2019 – 2022), Vice Chair at Large (2014 – 2018), Vice Chair for Communications (2013 – 2014)

American Planning Association, Community Planning Assistance Program Volunteer (2013 – 2015)

### AWARDS

- Stuart Meck Distinguished Service Award, American Planning Association, NJ Chapter, 2023
- Complete Streets Excellence Award, NJ Department of Transportation, 2023
- Creativity and Innovation Award, Sustainable Jersey, 2022
- Smart Growth Award, Sustainable Jersey, 2022
- Silver Certification, Trenton Green Team, Sustainable Jersey, 2022
- Overall Performance, American Planning Association, Division Council, 2019
- Educational Excellence, American Planning Association, Division Council, 2018
- Overall Performance, American Planning Association, Division Council, 2016

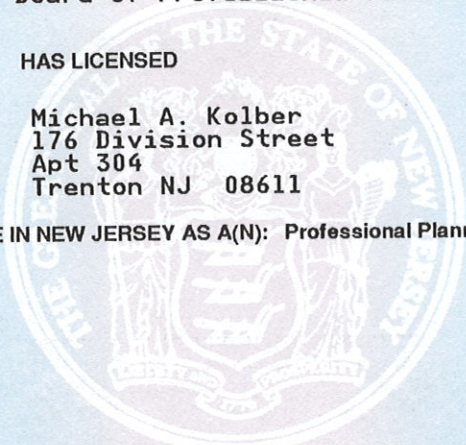
**State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs**



THIS IS TO CERTIFY THAT THE  
**Board of Professional Planners**  
HAS LICENSED

**Michael A. Kolber**  
176 Division Street  
Apt 304  
Trenton NJ 08611

FOR PRACTICE IN NEW JERSEY AS A(N): **Professional Planner**



03/26/2024 TO 05/31/2026  
VALID

33LI00645100  
LICENSE/REGISTRATION/CERTIFICATION #

\_\_\_\_\_  
Signature of Licensee/Registrant/Certificate Holder

*Cari Zais*  
\_\_\_\_\_  
ACTING DIRECTOR

## Senior Planner

*Ms. Goren is a nationally certified and New Jersey licensed Professional Planner, supporting the community revitalization efforts for a variety of local government entities. Services performed for clientele for community planning projects include: support of public sector programs and initiatives; sustainable land use planning analyses; zoning and code enforcement; research of grant opportunities; grant writing; grant management; stakeholder outreach; meeting facilitation; and data analysis and research. As a Certified Floodplain Manager she also works with communities on hazard mitigation and resiliency planning.*

### **Resilient NJ Municipal Assistance Program: Resilience Planning Support for Trenton and Salem, NJ (2022-2023)**

BRS leads a consultant team that is part of the Resilient NJ contractor pool working with the New Jersey Department of Environmental Protection (NJDEP) on resiliency projects. The Municipal Assistance Program, funded by NJDEP Bureau of Climate Resilience Planning, offered New Jersey municipalities the opportunity to complete required resiliency planning efforts with the assistance of NJDEP funds and contractor assistance. The BRS Team prepared successful proposals on behalf of Trenton, NJ and Salem, NJ to perform the following tasks: research, data collection, and assessment; stakeholder and community engagement, with an emphasis on socially vulnerable and under-represented populations and including extensive stakeholder interviews, virtual and in-person public meetings, walking tours, and an interactive, web-based GIS Experience interface to communicate complex information in a digestible format; a comprehensive, Municipal Land Use Law requirements-compliant climate change-related hazard vulnerability assessment; and development of resilience and adaptation action items.

### **EPA Brownfields Grant Management (2015-Present)**

#### **Various Clients Including Jersey City, NJ; Salem, NJ; Camden, NJ; Asbury Park, NJ; and Hainesport, NJ**

Ms. Goren has managed multi-million-dollar sustainable project budgets with funding from multiple federal, state, and local sources, to include New Jersey HDSRF, HUD, USDOT, USEPA, and other state and local entities. This includes preparing and negotiating the grant funding work plans; maintaining the grant budgets; ensuring matching funds provided from various project partners are documented; contractor invoice reviewing and allocation for payment; fulfilling grant financial and programmatic reporting requirements; negotiating with funders any grant modifications with work plans, budgets or schedules; fulfilling grant close out requirements; providing community outreach support via both print and online publications; serving as a liaison to funders; and ensuring all requirements are met for both public and private grants.

#### **Years of Experience**

14

#### **Education**

M.S. – City and Regional Planning, Pratt Institute, 2010

B.A. – Economics and Political Science, Brandeis University, 2002

#### **Certifications**

American Institute of Certified Planners (AICP)

New Jersey Professional Planner (PP)

Certified Flood Plain Manager (CFM)

#### **Contact**

alisa@brsinc.com

### **Resiliency and Adaptation Plan, Greenwich, CT (2019-Present)**

Greenwich, CT identified a need to develop a coastal resilience plan in anticipation of changing conditions due to climate change. The plan includes a suite of analyses to identify specific areas that are at risk, assess the extent of exposure to flooding, provide concepts for enhancing resiliency, and prioritize specific recommendations for upgrading the municipality's assets. Ms. Goren developed the Critical Facilities analysis; the building code evaluation; and designed the public outreach campaign, which included COVID adaptations and a StoryMap element to provide community-friendly access to the technical information.

### **Building Blocks for Regional Resiliency, U.S. Environmental Protection Agency (2020)**

Ms. Goren designed and implemented a series of public workshops for Land of Sky, North Carolina, a multi-county economic development organization, as part of the US EPA's "Building Blocks" program. This included identifying issues, establishing agendas, reviewing existing plans, and orchestrating a fully on-line three-part workshop series designed to inform stakeholders of resiliency tools and obtain input for a resiliency plan. Work also included the development of a dedicated website for the project.

### **Morris Canal Greenway Implementation Plan, Jersey City Redevelopment Agency (JCRA) (2019-2020)**

The JCRA is undertaking an ambitious effort to create an 8.5-mile bicycle and pedestrian greenway along the route of the former Morris Canal. As portions of the canal were filled with highly contaminated material, it is necessary to develop a complete understanding of environmental risks and an implementation plan that took the environmental issues into account. The Implementation Plan included a review of prior plans; a strong mapping component; an inventory and extensive file review including the development of a database to track known environmental documents; a prioritization matrix; and funding and implementation options. Ms. Goren assisted on all levels of the project, including development of the plan and coordination with the client.

### **Planner, Little Egg Harbor Township, NJ (2016)**

Ms. Goren developed a Municipal Public Access Plan for coastal municipality severely impacted by Hurricane Sandy. Ms. Goren worked with state agencies and the municipality to identify areas appropriate for public access in an environmentally sensitive region. The plan included goals developed through community outreach, mapping of the township with access points, recommendations for site specific improvements, funding opportunities, historical considerations, and environmental assessments for sensitive areas.

### **Meeting Facilitation and Project Management, Jersey City, NJ (2015-present)**

Ms. Goren supports BRS client Jersey City through meeting facilitation and project and grant management. This includes identifying and convening stakeholders, developing

agendas, distributing meeting minutes, and conducting follow up. Meetings include project and grant specific gatherings for selected stakeholder groups, and project management activities involve tracking project budgets, reporting requirements, funding research, grant writing, contractor oversight, and schedule management.

#### **Planner, Together North Jersey (2011-2015)**

Ms. Goren was part of a team developing a Regional Plan for Sustainable Development for the Northern New Jersey Region. The Plan included research about past planning efforts and programs, public meetings and visioning sessions, report drafting, and implementation planning. Ms. Goren developed Strategies and actions for regional planning actions in the areas of Health & Safety, Arts & Culture, and Fair Housing & Equity. A draft of the plan is available online: [togethernorthjersey.com](http://togethernorthjersey.com).

#### **BUSINESS REFERENCES**

Mr. Chris Fiore, City of Jersey City Redevelopment Agency (JCRA), Jersey City, NJ, 201.479.5988, [FioreC@jcnj.org](mailto:FioreC@jcnj.org)

Ms. Paula Kosko, Administrator/Municipal Clerk, Hainesport, NJ, 609.267.7114, [pkosko@hainesporttownship.com](mailto:pkosko@hainesporttownship.com)

Ms. Olivette Simpson, Interim Executive Director, Camden Redevelopment Agency, 856.757.7600, [OISimpso@ci.camden.nj.us](mailto:OISimpso@ci.camden.nj.us)

#### **EMPLOYMENT HISTORY**

##### **Planner, PlanSmart NJ, Trenton, NJ (2010-2015)**

Ms. Goren served as a planner for a non-partisan, non-profit, research and advocacy organization dedicated to improving the quality of community life through sound land use planning and regional cooperation. Ms. Goren worked with a broad stakeholder audience to advance policy changes and land use policies; planned and implemented trainings and conferences; performed data analysis and research; drafted and edited reports; convened public meetings and facilitated public outreach. Ms. Goren coordinated grant administration, policy, research, and stakeholder outreach on such topics as Equity, Fair Housing, Arts & Culture, Health & Safety, and Economic Development for the *Together North Jersey* Project, a HUD Sustainable Communities grantee, in which PlanSmart NJ was a partner. Ms. Goren organized three subject matter expert-based committees to serve an advisory role for *Together North Jersey*.

State Of New Jersey  
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Division of Consumer Affairs

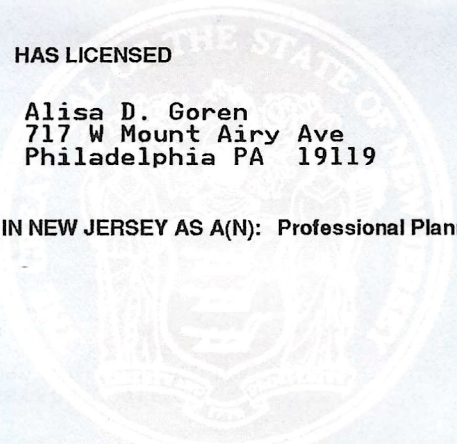


THIS IS TO CERTIFY THAT THE  
Board of Professional Planners

HAS LICENSED

Alisa D. Goren  
717 W Mount Airy Ave  
Philadelphia PA 19119

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner



04/12/2024 TO 05/31/2026  
VALID

33LI00641400  
LICENSE/REGISTRATION/CERTIFICATION #

*Alisa Goren*  
Signature of Licensee/Registrant/Certificate Holder

*Cari Zais*  
ACTING DIRECTOR

New Jersey Office of the Attorney General  
 Division of Consumer Affairs  
 THIS IS TO CERTIFY THAT THE  
 Board of Professional Planners  
 HAS LICENSED  
 Alisa D. Goren  
 Professional Planner  
 04/12/2024 TO 05/31/2026  
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 33LI00641400  
 License/Registration/Certificate #  
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*Cari Zais*  
 ACTING DIRECTOR

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 CERTIFICATE ID CARD IS LOST  
 PLEASE NOTIFY:  
 Board of Professional Planners  
 P.O. Box 45016  
 Newark, NJ 07101

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**ASSOCIATION OF STATE  
FLOODPLAIN MANAGERS, INC.  
CERTIFICATION BOARD OF REGENTS**

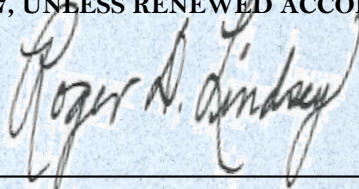
HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE  
CERTIFIED FLOODPLAIN MANAGER PROGRAM

**Alisa Drooker Goren, CFM**

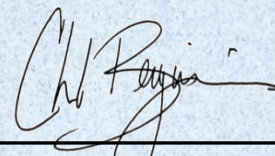
IS DULY REGISTERED AS AN

**ASFPM CERTIFIED FLOODPLAIN MANAGER**

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE CERTIFICATION  
BOARD OF REGENTS, CERTIFICATE NO. US-18-10691, ISSUED 10/25/2018. THIS CERTIFICATE SHALL EXPIRE  
1/31/2027, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.



CERTIFICATION BOARD OF REGENTS  
PRESIDENT, ROGER LINDSEY, P.E., CFM



ASSOCIATION OF STATE FLOODPLAIN MANAGERS  
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM



## Planner

*Ms. Oliver has experience working in both the public and the private sectors of urban planning. In the public realm, she worked on the state, county, and municipal level where she gained local perspective and hands-on policy implementation experience. In the private sector, she was able to work on various projects with stakeholders giving her background knowledge of community outreach and community development. She has experience in urban redevelopment, urban design, and land-use planning which help serve community development and revitalization projects.*

### **BROWNFIELD REDEVELOPMENT SOLUTIONS, Inc. (BRS) PROJECTS**

#### **Salem City Redevelopment Plan Study, Salem City, NJ (Present)**

The entire City of Salem is designated as an Area in Need of Rehabilitation. As a result, the City has identified some targeted sites that may need redevelopment assistance. Ms. Oliver has completed the Preliminary Investigation Report for a site in the City to determine if the study area qualifies as a non-condemnation area in need of redevelopment. This process involved creating a report with a map of the study area and making a recommendation using the statutory criteria based on existing conditions, tax records, environmental constraints, zoning, and relevance to other planning documents. A Planning Board Public Hearing was conducted, and the site was determined to be an Area in Need of Redevelopment. Ms. Oliver is working on the next step of the redevelopment process, which is the public outreach phase.

#### **Salem City Plan Endorsement, Salem City, NJ (Present)**

The City of Salem is seeking to get re-certified for Plan Endorsement as a Regional Center. The designation has expired and the City needs to take steps through the Plan Endorsement process to gain the designation. Ms. Oliver is drafted the Municipal Self-Assessment, one of a series of steps involved with the Plan Endorsement Process.

#### **Resilience Planning Support for Salem, NJ (present)**

The City of Salem was a recipient of a grant from the NJDEP Resilient NJ Municipal Assistance Program, administered by the New Jersey Department of Environmental Protection (NJDEP) and is part of a broader state-wide effort to build more resilient communities and reduce the risks of natural disasters and other climate-related hazards. The program offers technical assistance and funding to help local governments develop and implement plans to mitigate the risks associated with flooding, storm surge, and sea level rise. As part of this effort, the BRS Team prepared a comprehensive, Municipal Land Use Law requirements-compliant climate change-related hazard vulnerability assessment and development of resilience and adaptation action items. Ms. Oliver assisted with preparing the Vulnerability Assessment and developing the action items for Resilient Salem.

#### **Years of Experience**

9

#### **Education**

M.S. – City & Regional Planning, Rutgers Bloustein School, 2004

B.A. – Political Science, St. Joseph’s University, 2000

#### **Certifications**

New Jersey Professional Planner (PP)

American Institute of Certified Planners (AICP)

#### **Professional Involvement**

Alternate Board Member of Township of Cranford Zoning Board of Adjustment, Board Member of Township of Cranford Historic Preservation Advisory Board

#### **Contact**

soliver@brsinc.com

## EMPLOYMENT HISTORY

### Planner, Harbor Consultants, Inc., Cranford, NJ (2020-2023)

Ms. Oliver provided affordable housing planning services to Mount Laurel Township, including writing the Midpoint Review Report, reviewing the Spending Plan, and assisting with documentation for affordable units and assessing affordable housing programs for COAH compliance. She assisted with the Fairness Hearing and creating the updated Housing Element and Fair Share Plan for the City of Hackensack. She also assisted with preparing variance review and site plan review, redevelopment plan review and formulating ordinances based on Master Plan Re-examination Report for other NJ municipalities.

### Senior Planner, BFJ Planning, New York, New York (2007-2009)

Ms. Oliver worked as a planner at BFJ Planning, a private consulting firm that provided urban planning, urban design, and real estate services to public and private clients in the New York area. In her role as Senior Planner she provided planning consultant services to municipalities, including site plan review, zoning recommendations, and SEQR services. She also worked on the Comprehensive Plan update for a rural community to sensitive environmental constraints, including the watershed for the New York City reservoir system.

### Planner, Department of Community Affairs, State of New Jersey, Trenton, NJ (2004-2007)

Ms. Oliver worked with municipalities and State agencies to discuss the best way to provide affordable housing while balancing the need for preserving open space and economic development. She reviewed municipal Housing Plans and ordinances and prepared reports to assist the municipalities. She also provided technical assistance through outreach meetings and seminars to municipalities and conducted site visits to analyze housing sites and meet with municipalities regarding their housing plans. Sarah contributed to New Jersey's goal of producing a comprehensive State Plan, by mapping affordable housing units throughout the state.

### Intern, Monmouth County Planning Board, Farmland Preservation Program, Freehold, NJ (1999; 2003-2004)

Ms. Oliver reviewed applications for the Planning Incentive Grant and Traditional Easement Program, including soil samples and land evaluations. She performed field monitoring of properties and aided landowners with preparing a farmland plan. She prepared materials for Agricultural Development Board meetings and created maps of preserved farms in Monmouth County to further establish preservation goals for the State Plan.

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Division of Consumer Affairs

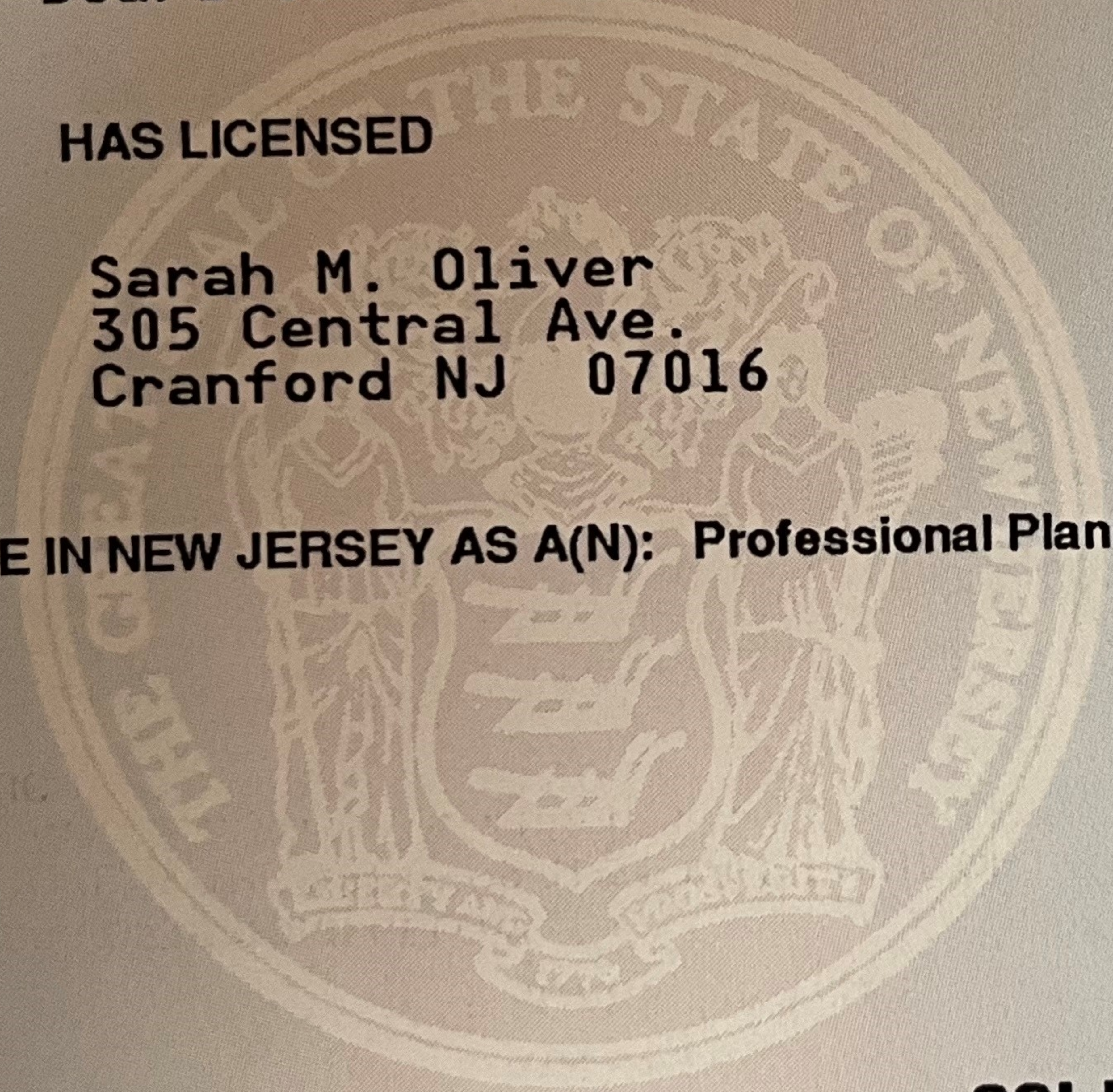


THIS IS TO CERTIFY THAT THE  
Board of Professional Planners

HAS LICENSED

Sarah M. Oliver  
305 Central Ave.  
Cranford NJ 07016

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner



04/12/2024 TO 05/31/2026  
VALID

**33LI00602800**  
LICENSE/REGISTRATION/CERTIFICATION #

*Sarah Oliver*  
Signature of Licensee/Registrant/Certificate Holder

*Cari Zais*  
ACTING DIRECTOR

DCA  
DCA  
New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Board of Professional Planners  
HAS LICENSED  
Sarah M. Oliver  
Professional Planner  
04/12/2024 TO 05/31/2026  
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33LI00602800  
License/Registration/Certificate #  
ACTING DIRECTOR

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CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Board of Professional Planners  
P.O. Box 45016  
Newark, NJ 07101

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## Donna Rendeiro

### Senior Project Manager

*Ms. Rendeiro recently retired from New Jersey State service. During her 25-year tenure in public service, she served at the municipal, county and State level on land use topics, including state land use policy, redevelopment, economic development, housing, and brownfields. She has provided technical assistance to numerous municipalities in these areas as well as zoning, community outreach, and economic and environmental sustainability. Ms. Rendeiro is an advocate for balancing the economic and environmental needs of a community in a holistic manner that addresses social issues that are so important to New Jersey's quality of life for all residents. Donna regularly speaks on panels, outreach events, and presentations of various topics of land use and regularly hosts public meetings and engages with elected and appointed officials at all levels of government.*

#### **NEW JERSEY DEPARTMENT OF STATE, BUSINESS ACTION CENTER, OFFICE OF PLANNING ADVOCACY**

Appointed by Governor Murphy in August 2019 to the positions of Executive Director of the Office of Planning Advocacy and Executive Director and Secretary of the New Jersey State Planning Commission, Ms. Rendeiro directed the efforts of the staff of the Office to make recommendations to the Commission on matters related to statewide land use policies and practices that encourage a balanced, comprehensive approach to land use. She managed the release of the update to the Preliminary State Development and Redevelopment Plan which had not been updated in 23 years; provided technical assistance to municipalities in areas related to affordable housing, climate resilience, environmental stewardship, revitalizing underutilized areas, transportation and its nexus to land use policies, economic growth, and overall good land use policies; navigated municipalities through the Plan Endorsement Process which endorses municipalities that comply with State land use policies; and participated in numerous interagency workgroups, task forces, and other collaborative groups.

#### **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY - Chief of Administration/Chief of Staff**

As part of the senior management team of this 300-person Agency, Donna directed administrative functions with direct staff of 50 employees, including the Human Resources, Information Technology, Operations, Insurance, and Marketing Divisions. Direct the activities of the State's collaborative Homeless Management Information System. She managed the Agency's relationship with the Union representing approximately two-thirds of the staff, including collective negotiations agreement and grievance negotiations. She was responsible for building operations, procurement, and

#### **Years of Experience**

50

#### **Education**

B.S. – Marketing, Pace University, 1983

#### **Certifications**

Qualified as  
Redevelopment  
Agency Executive  
Director

Former Member,  
Monroe Township  
Affordable Housing  
Board

Founding Officer  
and Trustee of 501  
(c)(3) Corporation  
focusing on Youth  
Sports

#### **Contact**

donna@brsinc.com

records management and directed the information technology infrastructure, which is separate from the Garden State Network and, as a result, requires its own governance and security protocols. Donna was responsible for insurance compliance for the Agency's portfolio of projects, as well as the operational insurance for its facility and fleet of 35 cars. She co-managed the Governor's Conference on Housing and Economic Development that is held annually and attracts over 800 people. Donna was a member of the Governor's Workgroup to End Homelessness. Donna represented the Executive Director at public events and meetings.

### **NEW JERSEY REDEVELOPMENT AUTHORITY - Director of Community Planning**

Donna advised and provided technical redevelopment assistance to local governments regarding development of planning objectives and land use strategies, utilization of redevelopment tools, processes, statutes and special land use designations. She advised and provided technical redevelopment assistance to local governments regarding blight designations, redevelopment plans, requests for qualifications and proposals, and redevelopment negotiations. She provided advice regarding redevelopment and implementation of neighborhood plans and the neighborhood planning process, integration of state policies and objectives into sound and sustainable local planning objectives, and the long-term financial impact of redevelopment decisions.

### **STATE OF NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS, OFFICE OF SMART GROWTH**

**Acting Executive Director** - Donna directed the activities of a staff of 16, including planning, Main Street New Jersey, policy, GIS and mapping, and Brownfield staffs, managed the rewrite of the State Development and Redevelopment Plan and provided administrative support for the State Planning Commission. She recommended planning policy to the State Planning Commission and Main Street designations for Commissioner approval and promoted the implementation of Smart Growth planning principles throughout the State, offered technical planning assistance to New Jersey municipalities and managed the plan endorsement process. Donna represented the Department of Community Affairs on Environmental Infrastructure Trust Board, State Agricultural Development Committee and Garden State Preservation Trust Fund. She managed a grant portfolio, approved redevelopment areas, and interacted with state, county and municipal elected and appointed officials. Donna coordinated State agency response, incentives, and programs with local needs.

**Brownfields and Special Projects Policy Manager** - Donna provided administrative support for the State Brownfields Task Force and managed and promoted the State's searchable database of brownfield sites. She recommended brownfield policy to the Governor and the Legislature in conjunction with the Brownfields Task Force. Donna

promoted brownfields redevelopment by participating in outreach events, seminars, educational events and conferences. She coordinated interagency activities and project reviews among various State agencies and Statewide brownfields policies and incentives, administered USEPA grant funds and advised municipalities and counties regarding activities related to brownfields inventories, marketing and urban redevelopment and worked with planning and policy staffs to ensure integration of brownfields issues into the State Plan.

#### **PASSAIC REDEVELOPMENT AGENCY - Executive Director**

Donna managed several redevelopment projects on brownfields and historically significant properties concurrently. She negotiated developers' agreements and published requests for proposals. Donna maintained financial control and managed audit and budget process for this municipal autonomous agency. She managed developer process to ensure project implementation reconciled to municipal master plan. Donna was a member of the County Brownfields Commission and NJDEP Brownfields Roundtable Group. Donna ensured compliance with applicable statutes and laws.

#### **MIDDLESEX COUNTY IMPROVEMENT AUTHORITY - Project Director**

Donna managed economic development, redevelopment and shared services projects for several municipalities within Middlesex County. She managed the negotiation and implementation of privatization of water/wastewater municipal system, reducing rates by an average of 40% while maintaining municipal surplus and managed USEPA Brownfield Cleanup Grant. Donna managed payroll administration for staff of over 400 (24/7, 3 union operation).

#### **CITICORP/CITIBANK - Branch Manager, Citibank, NA**

Donna managed the sales, service and operational activities of branch staff. She developed and implemented a business plan for \$300 million balance sheet and was responsible for increasing revenue and margin while maintaining superior customer service and operational control. Donna created and implemented sales programs in conjunction with national marketing programs and branding efforts. She maintained control over bank and customer assets while focusing on opportunities with a proactive sales approach and created and managed Customer Advocate Program.

#### **CITICORP CREDIT SERVICES - Financial Officer**

Donna managed all lines of the profit and loss statement for the Business Card and Secured Card Portfolios. Responsible for portfolio and trend analysis and developed operational methodology for compensating balance strategy.

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**CITICORP CREDIT SERVICES - Chief of Staff**

Donna managed all administrative functions of Credit Management, including expense budget forecasting and reporting, planning and accruals, senior management reporting, human resource planning and liaison for staff of 100, presidential complaint resolution, credit policy overrides, project coordination, presentation development; assurance of credit loss and productivity MIS accuracy, and coordinated national collections administrative and human resource functions for eleven regional sites and 1000 employees.

**CITICORP CREDIT SERVICES - Controller**

Donna managed the expense budget cycle and planning for regional collections operations with a staff of 120 that included regional capacity planning and loss forecasting, telecommunications, presidential communications, expense forecasting, daily and monthly productivity and loss MIS production, monthly reporting to senior management. Donna managed the support/bankruptcy/deceased collection staff of thirteen and managed the phase-out plan. Donna was responsible for the salary administration, including human resource liaison responsibilities for salary actions, MBO process management, hiring and interviewing process, and administrative workload for a total of 50 direct staff.

## Senior Economist

*Ms. Martin has worked on federally funded grants, cooperative agreements, and contracts, as well as on public/private sector partnership programs to rebuild community infrastructure. She has worked with municipal leaders to identify economic development and reconstruction priorities in post-disaster communities, focusing in particular on projects that provided community organizations with the tools to rebuild and sustain services and infrastructure in their own neighborhoods. She has experience in community outreach and coordination with a variety of project stakeholders, and she is well versed in project reporting, case studies, and analysis of the economic impact of community revitalization and rebuilding programs.*

### Senior Economist and Grant Manager, BRS, Inc., Medford Lakes, NJ (2022-present)

Ms. Martin works with the grant management, grant writing, and planning divisions at BRS. Her experience includes:

- Market analysis and feasibility studies for site reuse projects for municipal clients including Passaic County and Lacey Township, NJ, and New Cassel, NY
- Economic impact case study for brownfield cleanup projects in environmental justice communities in New York City
- Monitoring performance against grant deliverables, providing reporting, financial tracking, and troubleshooting for US EPA assessment, cleanup, RLF, and multipurpose grants in Jersey City, NJ
- Collaboration with grant writing team on successful applications for US EPA and DOT funding for projects in Camden, NJ, Memphis, TN, and eastern Connecticut

### Associate, TSP, Inc./TDI, Philadelphia, PA (2016-2022)

Ms. Martin was responsible for analyzing business data to strengthen client engagement and company growth and managing relationships with international partners.

### Grant Monitor & Evaluator, IWCK, Kyiv, Ukraine (2011-2012)

Ms. Martin managed public health & community development grants of up to \$10,000, conducting field assessments and meetings with local gender- and health-equity NGOs.

### Analyst, Project Reporting and Review, Internews Network, Kyiv, Ukraine (2011)

Ms. Martin reviewed and edited grantee and sub-grantee program reports for quarterly submission to USAID for the Ukraine U-Media program.

### Senior Analyst, Overseas Strategic Consulting, Ltd., Philadelphia, PA (2010)

Ms. Martin researched country and sector backgrounds for prime and subcontract proposals for USAID, World Bank, and MCC funding. She selected short- and long-term consultants for proposals related to strategic communications, media support, and behavior change communication programs.

### Years of Experience

14

### Education

M.A. – Economics and Latin American Studies, Johns Hopkins University SAIS, 2001

B.A. - History, Yale University, 1998

### Contact

smartin@brsinc.com

### **Deputy Chief of Party & Head of Public-Private Sector Programs, Development Alternatives, Inc., Jakarta and Banda Aceh, Indonesia (2005-2006)**

Ms. Martin managed operational, administrative, HR, communications, and financial reporting tasks on a \$44-million USAID-funded infrastructure and civil society grants program to strengthen Indonesia's emerging democracy and rebuild portions of the country devastated by the 2004 earthquake and tsunami. She worked with provincial and municipal leaders to identify economic development and reconstruction priorities, focusing in particular on those that provided community organizations with the tools to rebuild and sustain services and infrastructure in their own neighborhoods. Ms. Martin managed the program's public/private sector partnerships with Chevron, Conoco Philips, ExxonMobil, AmeriCares, and Microsoft Corp. as they rolled out community health, infrastructure, and conflict-resolution grants in 59 communities across Aceh Province. Her other responsibilities included overseeing monitoring and evaluation of USAID-funded infrastructure programs and providing reporting to USAID and private sector donors, as well as contributing to DAI's proposals for contracts elsewhere.

### **Monitoring & Livelihoods Advisor for Post-Tsunami Relief CHF International/Global Communities, Aceh Province, Indonesia (2005)**

In the months following the Dec 2004 earthquake and tsunami, Ms. Martin headed needs assessments in 5 districts in Aceh Province in order to help prioritize both public- and private-sector rebuilding funds. This process involved economic analysis of public health, livelihoods, and community infrastructure projects, as well as leadership interviews and public outreach in potential beneficiary communities. Ms. Martin designed the monitoring mechanism for a \$560,000 American International Group (AIG) Disaster Relief Fund primarily used for a major market reconstruction in Banda Aceh.

### **Economic Development Advisor, CHF International/Global Communities, Belgrade and Vranje, Serbia (2004-2005)**

Ms. Martin led the team that designed CHF's grant program to help the chronically unemployed start new small businesses, creating the program's structure, criteria, and guidelines. She led a multi-donor effort to promote interagency collaboration in southern Serbia during the rebuilding that followed the breakup of former Yugoslavia and carried out a quantitative needs assessment to identify the region's most competitive economic sectors. She led the appraisal of a micro-grant program supporting start-up of small and medium-sized enterprises and expansion of existing small businesses, promoting democratic society and improving equity by directing international funding toward the sectors most likely to create jobs in the near term. Ms. Martin developed economic impact criteria for public works and infrastructure projects funded by USAID in southern Serbia, outlining program guidelines and scoring criteria.

**Associate, Emerging Markets Fixed Income Strategy, JPMorganChase, Inc., New York, NY (2001-2003)**

As a research team member, Ms. Martin conducted macroeconomic, political, and debt sustainability research and recommended strategic investment positions to clients.

**Legal Assistant, Civil Rights, Conlon, Frantz, Phelan & Pires LLC, Washington, DC (1998-1999)**

Ms. Martin was a member of the legal/economic team in a multi-million-dollar class action lawsuit against the USDA (*Pigford v. USDA*) and traveled throughout the US to hold community outreach meetings and register potential class members.

**Community and Professional Involvement**

Board Member, Treasurer, and Finance Committee member, Sync Recovery Community Organization

## Graphics and Mapping Specialist/ Environmental Engineer

*Ms. Fallon has experience in environmental engineering including civil and structural design and drafting for remedial projects, waterfront structures, dredging sites, and solar and wind farms. She has extensive experience with surface modeling, cut and fill estimating and balancing, and access road design with AutoCAD C3D. Lori has prepared site plans, foundations, geologic cross-sections, engineering details and contour drawings for numerous sites, as well as performing field investigations of groundwater, surface water, and soil contamination. In addition, Lori has extensive experience in data management and mapping and spatial analysis using GIS mapping.*

### BRS PROJECTS

#### NJEDA EPA Brownfields Assessment Grant Implementation – Concept Plan, City of Bridgeton, NJ (2022-present)

The City of Bridgeton plans to redevelop a 26-acre decommissioned solid-waste disposal site into a community park including scenic trails and lookouts, mountain bike trails, and exercise stations. Ms. Fallon prepared CAD drawings including the conceptual plan and accompanying detail sheets, in addition to performing quantity takeoffs to support the preparation of the cost estimate. In development of the site plan, Ms. Fallon incorporated information from multiple sources including the city’s mountain bike trails consultant, in order to layout the active trails along with the passive recreation features identified through the extensive community outreach process. Ms. Fallon also prepared a site rendering, based on the concept plan, to be presented at the final community outreach meeting for the project.

#### CRA EPA Brownfields Cleanup Site of Knox Meadows II - Camden County, NJ (2023 to present)

The Camden Redevelopment Agency (CRA) plans to redevelop the former 37-acre Knox Gelatin Factory site for both residential and nonresidential purposes. Since the 1800s, this site has been developed for numerous industrial purposes and is underlain by historic fill contributing to numerous contaminants on-site. Ms. Fallon conducted document review and mapping using historical aerial imagery to locate potential foundations requiring excavation to support the redevelopment plan.

### Years of Experience

23

### Education

M.S.E. –  
Environmental  
Engineering,  
Princeton University,  
2002

B.A. – Earth Sciences  
(Minor:  
Mathematics),  
Boston University,  
1999

### Technical Knowledge

Autodesk CAD, Civil  
3D, and Map

ArcMap/GIS

DIVR, GIS/Key and  
Database Software

Hydrologic, Surface  
and Groundwater  
Models, including  
VIC, MODFLOW,  
GMS, HEC-RAS and  
QUAL2E

Linux, C+, and  
FORTRAN

40-Hour OSHA  
Hazardous Waste  
Health and Safety  
Training

### Contact

lfallon@brsinc.com

## EMPLOYMENT HISTORY

### Environmental Engineer/CAD Designer, Silar Services, Inc., Blue Bell, PA

(2014-present)

Ms. Fallon works as an environmental engineer/CAD designer for clients of various sectors, including energy, industrial, and real estate. In this role she prepares detailed CAD drawings for site investigation, analysis, and remediation. These drawings include site location maps, site layout, sediment and groundwater results maps, potentiometric contour maps, proposed designs, and proposed site grading. In addition, she prepares 3D surface modeling and cut and fill analysis for site remediation.

### Environmental Engineer, Tetra Tech, Inc., Langhorne, PA

(2004-present)

Ms. Fallon works as an environmental engineer and a cad designer across multiple disciplines, including structural, civil, mechanical, and electrical. In this role, she has designed access roads, intersections, profiles, cross-sections, culverts, and proposed grading for several large-scale wind farms across the country. She also designed and prepared permit and engineering construction drawings that included line of sight profiles, traffic control drawings, and sediment control drawings. She has prepared complex, multilayer remediation surfaces for sites requiring extensive excavation and capping. In addition, she has organized and maintained historical, chemical, geological, and hydrologic databases and utilized this data to prepare geologic cross-sections, land use maps, soils mapping, borehole logs, monitoring well diagrams, isopleths, hydrographs, and analytical tables.

### Environmental Engineer, Schoor Depalma, Manalapan, NJ

(2003-2004)

As an environmental engineer, Ms. Fallon worked for various sectors including residential, commercial, and industrial clients. She prepared design and analysis calculations for bridges, dams, and similar structures utilizing programs such as HEC-2 and HEC-RAS. She also prepared design and analysis calculations for stormwater management plans and retention basins utilizing the Groundwater Recharge Spreadsheet (NJGRS). In this role, she also conducted reviews and analyses for study projects to ensure compliance with current standards and regulations, as well as assisted in proposal, contract, and permit preparations.

**Environmental Engineer, Langan Engineering, Doylestown, PA**

(2002-2003)

Ms. Fallon worked as an environmental engineer and was responsible for developing and implementing an extensive hydraulic monitoring program. This included organizing and conducting various field activities such as groundwater and soil sampling events, well installation and evaluation, and soil remediation. Her role also included assisting in project management activities like project scheduling and budgeting.

**Research Assistant, Princeton University, Princeton, NJ**

(2000-2002)

During her time as a research assistant at Princeton University, Ms. Fallon worked directly with the head of the civil and environmental engineering department to evaluate the potential of satellite-based rainfall estimates for flood prediction on large basins through extensive hydrologic and surface water modeling. Complex and detailed programming and data manipulation were utilized to extensively compare various types of rainfall data and incorporate it into the Variable Infiltration Capacity Model (VIC).

**Intern-Field Technician, U.S. Geological Survey, Ewing, NJ**

(2000)

Ms. Fallon assisted in the organization and implementation of a variety of sampling events including groundwater, surface water, and residential wells, in accordance with standard procedures for analysis of contamination. Her responsibilities included calibrating field instruments, conducting field measurements, streamflow discharge measurements, and sampling. Her role also required compilation, computing, and data presentation for analysis and reporting.

**Scientist, Arcadis Geraghty & Miller**

(1999-2000)

Ms. Fallon conducted extensive field sampling including groundwater level measurements and sampling, soil borings, logging and sampling, and well installation. In addition, she was responsible for compiling analytical results, evaluating chemical and field data, and preparing technical reports.



**QUALIFICATIONS:** 36 CFR 61 Qualified. Meets the Secretary of Interior's Professional Qualification Standards. Experienced at conducting historic resource survey, assessment, and documentation as outlined in NPS- 28: *Cultural Resource Management Guidelines*, the Secretary of Interior's *Standards and Guidelines for Archeological and Historical Preservation* (US DOI 1983), and Section 106 of the National Historical Preservation Act.

**EDUCATION:** 1997 University of Vermont  
Master of Science, Historic Preservation  
1993 University of Vermont  
Bachelor of Arts, Political Science

### PROJECT EXPERIENCE—STATE AGENCY

- 2024 Wells River Railroad /Groton State Forest, Groton, VT. VARI Form and Historic Context. Project sponsor: Vermont Department of Fish and Wildlife. Hartgen 6163.
- 2022 Vermont Police Academy/Vermont Tuberculosis Sanitarium, Pittsford, VT.. Project sponsor: State of Vermont.
- 2021 Roxbury Fish Hatchery, Roxbury, VT. National Register nomination. Project Sponsor: Vermont Fish and Wildlife.

### PROJECT EXPERIENCE—NATIONAL REGISTER AND NATIONAL LANDMARK NOMINATION

- 2025 Victory Circle/Highland Avenue Historic District, Hartford, VT. Historic District. Project sponsor: Town of Hartford. Hartgen 6047.
- 2025 Demers Avenue Historic District, Hartford, VT. Historic District. Project sponsor: Town of Hartford. Hartgen 6047.
- 2024 Colburn Park Historic District, Lebanon, NH. Historic District. Project sponsor: City of Lebanon. Hartgen 6084.
- 2024 Fire House #9 and #6, Atlantic City, NJ. Fire Station. Project sponsor: City of Atlantic City. Hartgen 6117
- 2024 South Hero Village, South Hero, VT. Rural Village. Project sponsor: Preservation Trust of Vermont.
- 2024 Shelburne Shipyard, Shelburne, VT. Shipyard and Mariina. Project Sponsor: Town of Shelburne.
- 2024 Maple Corner Village, Calais, VT. Mill Village. Project sponsor: Town of Calais/Certified Local Government Program/State of Vermont.

### PROJECT EXPERIENCE—HISTORIC RESOURCE DOCUMENTATION

- 2024 Weathersfield Dam/Springfield Reservoir, Springfield, VT. Project sponsor: Mount Ascutney Regional Commission. Hartgen 5668.
- 2024 H.N. Williams Saphouse, Dorset, VT. Sugar House. Project sponsor: H.N. Williams. .
- 2023 Wallace Dam, Dorset, VT. Dam. Project sponsor: Poultney Mettowee Natural Resources Conservation District.
- 2021 Manchester Music Hall, Manchester, VT. Opera House/Music Hall. Project Sponsor: Equinox Hotel.

### PROJECT EXPERIENCE—HISTORIC RESOURCE SURVEY

- 2025 Little Hosmer Dam, Craftsbury, VT. Project sponsor: MSK Engineering. Hartgen 6191
- 2024 Springfield Stormwater, Springfield, VT. Project sponsor: Dufresne Engineering. Hartgen 6179.
- 2024 Chester Pump Station and Water Mains, Chester, VT. Project sponsor: Dufresne Engineering. Hartgen 6174.
- 2024 Springfield TAP TA22 10, Springfield, VT. Project sponsor: Stantec. Hartgen 6093.

- 2024 Barre Dame Removal, Barre, VT. Dams. Project sponsor: Friends of the Winooski River. Hartgen 6120.
- 2024 Jericho Riverside Village, Jericho, VT. Project Sponsor: Stantec Consulting Services. Hartgen 5599.
- 2024 Burke STP BP 21, Burke, VT. Project Sponsor: Sponsor: Stantec Consulting Services Inc. Hartgen 5882.

**PROJECT EXPERIENCE—HISTORIC STRUCTURE REPORT/BASELINE DOCUMENTATION REPORTS**

- 2025 Union Meeting Hall, Ferrisburgh, VT. 19<sup>th</sup> Century Meeting House. Project sponsor: Preservation Trust of Vermont
- 2024 Hale-Brodne House, Chelsea, VT. 19<sup>th</sup> Century House. Project sponsor: Preservation Trust of Vermont
- 2024 Sanborn Covered Bridge, Lyndon, VT. 19<sup>th</sup> Covered Bridge. Project sponsor: Preservation Trust of Vermont.

**PROJECT EXPERIENCE—STATE INVENTORY FORMS & DETERMINATION OF ELIGIBILITY REPORTS**

- 2024 Ocean Boulevard and Hampton Casino, Hampton Beach, NH. Tourism. NH Area and Building form. Project Sponsor: FHI Studio. Hartgen 5631.
- 2023 Wallace Dam, Dorset, VT. Dam. VARI/DOE. Project sponsor: Poultney Mettowee Natural Resources Conservation District.
- 2022 Dracut Mill Navy Yard and Collinsville Neighborhoods Survey, Dracut, MA. MHC Form A and B. Project Sponsor: Lee Historic Commission and Massachusetts Historic Commission.

**PROJECT EXPERIENCE—REHABILITATION TAX CREDIT APPLICATIONS**

- 2025 Bennington High School, Bennington, VT, . RITC Tax Application, Parts 1-3. Project sponsor: Hale Resources.
- 2024 Squire House, Bennington, VT, RITC Tax Application, Parts 1-3. Project sponsor: Shires Housing.
- 2021 219 Pleasant Street, Bennington, VT, . RITC Tax Application, Parts 1-3. Project sponsor: Hale Resources.

**PROJECT EXPERIENCE—PUBLIC PRESENTATIONS**

- 2024 Demers Avenue and Victory Circle National Register Districts, Hartford, VT. Project sponsor: Town of Hartford. Hartgen 6047
- 2024 Jones Circle National Register District, Norwich, VT. Project sponsor: Town of Norwich
- 2024 Shelburne Shipyard, Shelburne, VT. Shipyard and Mariina. Project Sponsor: Town of Shelburne.
- 2024 Maple Corner Village, Calais, VT. Mill Village. Project sponsor: Town of Calais/Certified Local Government Program/State of Vermont.

**PROJECT EXPERIENCE—SECTION 106/ACT 250 REVIEW**

- 2024 John Graham Housing & Services, Vergennes, VT. Section 106 Review. Project Sponsor: John Graham Housing & Services. Hartgen 6101
- 2024 Edgar May Health and Recreation Center, Springfield, VT. Industrial. Project sponsor: Edgar May Health and Recreation Center.
- 2024 Fairfax Falls Dam, Fairfax, VT. Dam. Project sponsor: Dubois & King.
- 2024 Milton Falls Dam, Milton, VT. Dam. Project sponsor: Dubois & King.
- 2024 69 Main Street, Vergennes, VT. Project Sponsor: John Graham Housing and Services. Hartgen 5991.



**Qualifications:** 36 CFR 61 Qualified. Meets the Secretary of Interior's Professional Qualification Standards. Experienced at conducting archeological investigations as outlined in NPS- 28: Cultural Resource Management Guidelines, the Secretary of Interior's Standards and Guidelines for Archeological and Historical Preservation (US DOI 1983), and Section 106 of the National Historical Preservation Act.

**EDUCATION:** 2018 New York University, Institute of Fine Arts  
Master of Arts, History of Art and Archaeology  
2016 Indiana University of Pennsylvania, Robert E. Cook Honors College  
Bachelor of Arts, Art History  
Bachelor of Arts, Theater

**TRAINING:** 2024 CSX Roadway Worker Protection Training for Railroad Contractor, RailPros

**MEMBERSHIPS:** Register of Professional Archaeologists (RPA: number 5867)  
Professional Archaeologists of New York City (PANYC; General Member)  
New York State Archeological Association (NYSAA Member at Large)  
Archeological Institute of America (Member #70068349)

### PROJECT EXPERIENCE—FEDERAL

2025 Brookhaven National Laboratory Electronic Ion Collider Injector. Town of Brookhaven, Suffolk County, NY. Phase 1 Archeological Investigation. Project sponsor: Brookhaven Science Associates. Hartgen 5371.  
2024 EA Firing Range Riverbank Stabilization, Town of Jericho, Chittenden County, VT. Archeological Resource Assessment. Project sponsor: Vermont Military Department, United States Army Corps of Engineers. Hartgen 6098.  
2023-2024 Vicksburg National Cemetery Burial Stabilization Project, Vicksburg, MS. Phase 3 Archeological Investigation, burial recovery. Project sponsor: National Park Service.

### PROJECT EXPERIENCE—STATE AGENCY

2025 Perry B. Duryea State Office Building Geothermal Project, Islip, Suffolk County, NY. Phase 1A Literature Review and Archeological Sensitivity Assessment. Project owner: New York State Office of General Services. Project sponsor: New York Power Authority. Hartgen 6291.  
2025 Manhattan Psychiatric Center Building 103 Demolition, Randall's Island, New York County, NY. Archeological Monitoring. Project sponsor: New York State Office of General Services. Hartgen 6096.  
2024 Green Mountain Railroad Bridges Groups 2 and 3, Rutland and Windsor Counties, VT. Archeological Resource Assessment. Project sponsor: Vermont Agency of Transportation. Hartgen 6129 and 6135.  
2024 Barre Dam Removal Project, Town and City of Barre, Washington County, VT. Archeological Resource Assessment. Project sponsor: Vermont Department of Environmental Conservation. Hartgen 6120.  
2024 East Garden City Substation, Village of Garden City, Town of Hempstead, Nassau County, NY. Phase 1A Archeological Investigation. Project sponsor: New York Power Authority. Hartgen 6176.  
2024 Coolidge State Forest Timber Harvest, Town of Shrewsbury, Rutland County, VT. Archeological Resource Assessment. Project sponsor: Vermont Agency of Natural Resources, Department of Forests, Parks & Recreation. Hartgen 6186.

### PROJECT EXPERIENCE—HISTORIC RESOURCE SURVEY

2025 Morris County Historic Sites Inventory—Phase V, Morris County, NJ. Historic resource survey. Project sponsor: Morris County. Hartgen 6220.

**PROJECT EXPERIENCE—PARKS**

- 2025 Conference House Park Lenape Playground Spray Shower Installation, Phase 1A Literature Review and Archeological Sensitivity Assessment. Staten Island, Richmond County, NY. Project sponsor: NYC Parks. Hartgen 6262.
- 2025 Thompson & Hartshorne Parks. Monmouth County, NJ. Phase 1 Archeological Investigation. Project sponsor: Monmouth County Park System. Hartgen 6247.
- 2024 Old Stone House Accessibility Upgrades & Addition Construction, Borough of Brooklyn, Kings County, NY. Project sponsor: Historic House Trust of NYC. Phase 1A Archeological Investigation. Hartgen 6175.
- 2024 Coolidge State Forest Timber Harvest, Town of Shrewsbury, Rutland County, VT. Archeological Resource Assessment. Project sponsor: Vermont Agency of Natural Resources, Department of Forests, Parks & Recreation. Hartgen 6186.
- 2023-2024 Vicksburg National Cemetery Burial Stabilization Project, Vicksburg, MS. Phase 3 Archeological Investigation, burial recovery. Project sponsor: National Park Service.

**PROJECT EXPERIENCE—BATTLEFIELD AND MILITARY SITES**

- 2024 EA Firing Range Riverbank Stabilization, Town of Jericho, Chittenden County, VT. Archeological Resource Assessment. Project sponsor: Vermont Military Department, United States Army Corps of Engineers. Hartgen 6098.
- 2023-2024 Vicksburg National Cemetery Burial Stabilization Project, Vicksburg, MS. Phase 3 Archeological Investigation, burial recovery. Project sponsor: National Park Service.

**PROJECT EXPERIENCE—HISTORIC SITES**

- 2024 Underground Railroad Education Center, City of Albany, Albany County, NY. Phase 1 Archeological Investigation. Hartgen 6178.
- 2024 Old Stone House Accessibility Upgrades & Addition Construction, Borough of Brooklyn, Kings County, NY. Project sponsor: Historic House Trust of NYC. Phase 1A Archeological Investigation. Hartgen 6175.
- 2023-2024 Vicksburg National Cemetery Burial Stabilization Project, Vicksburg, MS. Phase 3 Archeological Investigation, burial recovery. Project sponsor: National Park Service.
- 2017 Aphrodisias, Geyre, Turkey (UNESCO). Phase 3 Archeological Investigation. Project sponsor: New York University, Oxford University.

**PROJECT EXPERIENCE—PRECONTACT INDIGENOUS SITES**

- 2024-2025 Steep Creek Precontact Site. Town of Malta, Saratoga County, NY. Phase 1 Archeological Investigation and Phase 2 Site Evaluation. Project sponsor: Lansing Engineering. Hartgen 6173.

**PROJECT EXPERIENCE—ARCHEOLOGICAL MONITORING**

- 2025 Manhattan Psychiatric Center Building 103 Demolition, Randall's Island, New York County, NY. Archeological Monitoring. Project sponsor: New York State Office of General Services. Hartgen 6096.
- 2024 Champlain Hudson Power Express, Multiple Towns, Multiple Counties, NY. Archeological Monitoring. Project sponsor: Kiewit Corporation. Hartgen 4268-CS.



**EDUCATION:** 1993 University of Montana- Missoula  
Bachelor of Arts, Anthropology

**TRAINING:** NYS Office of Parks, Recreation and Historic Preservation, Cultural Resources Information System (CRIS) and GIS Database.

**PROJECT EXPERIENCE—FEDERAL:**

- 2025 Whitestown Floodplain Easement, Village of Whitesboro, Town of Whitestown, Oneida County, New York. Researcher for Historic Resource Survey. Project sponsor: USDA. Hartgen 6102.
- 2024-2025 Verizon Wireless, Multiple states including New York. Researcher and project manager for Section 106 compliance reviews for various projects concerning the construction of new communication towers and colocation towers. Project sponsor: Verizon Wireless:
- 2023-2025 Norfolk-Southern Railroad Wireless Control Towers, Multiple states including New York. Researcher and project manager for Section 106 compliance reviews for 82 proposed wireless control towers. Project sponsor: Norfolk Southern Railroad. Hartgen 5950.
- 2019-2022 Brookhaven National Laboratory, Town of Brookhaven, Suffolk County, NY. Researcher for Historic Resource Survey and HAER documentation packages of this facility housing particle accelerators where numerous Nobel prize winning Physicists have conducted research. Assisted with the writing of the report. Project sponsor: Brookhaven Science Associates. Hartgen 5371.

**PROJECT EXPERIENCE—STATE AGENCY:**

- 2024 Fort Montgomery State Historic Site, Town of Highlands, Orange County, NY. Researcher for Phase 1 Archeological Investigation. Research includes review of site files regarding reported archeological sites, National Register-listed and -eligible properties, and building/structure inventories using the web-based Cultural Resource Information Systems as well as an in person visit to review the files at the Division of Historic Preservation, New York State Office of Parks Recreation and Historic Preservation. Gather historical maps pertaining to specific project locations. Project sponsor: OPRHP. Hartgen 6055.
- 2018-2019 Seabrook-Hampton Bridge, Rockingham County, NH. Researcher for Phase IA Archeological Sensitivity Assessment, a Project Area Form, an Historic District Area Form, and several individual resource inventory forms. Research included a review of site files, secondary histories, deeds, historical newspapers, and other sources related to the development of these oceanside communities. Project sponsor: NH DOT. Hartgen 5275.
- 2018-2019 Canal Vessel Reef Documentation, NY. Researcher for Historic American Building Record-type documentation of eight National Register eligible canal vessels proposed for decommissioning. Project sponsor: New York State Canal Corporation. Hartgen 5252.

**PROJECT EXPERIENCE—BATTLEFIELD AND MILITARY SITES:**

- 2020 Minute Man National Historical Park, Bloody Angle Battlefield, Middlesex County, MA. Researcher for historic battlefield study from the American Revolution. The study identified core and peripheral areas where key events related to the Battle of Bloody Angle unfolded and where archeological remains and culturally significant landscapes are likely to remain preserved. Project sponsor: National Park Service. Hartgen 5435.
- 2017-2018 Fort George and Environs Cultural Resource Survey, Lake George, Warren County, NY. Researcher for exhaustive cultural resources survey of resources associated with the French and Indian War and American Revolutionary War campaigns. Mapped approximately one hundred resources, including fortifications, outworks, barracks and huts, and gun emplacements. Project sponsor: National Park Service, American Battlefield Protection Program. Hartgen 5095.

2016-2017 Saratoga Siege Battlefield, Greenwich, Washington County, NY. Researcher for Cultural resources survey, KOCOA analysis, and public outreach associated with the siege of the British forces following the Battles of Saratoga and other military actions which occurred within the Town of Greenwich during the Revolutionary War and prior. Project sponsor: National Park Service, American Battlefield Protection Program. Hartgen 4974.

**PROJECT EXPERIENCE—HISTORIC SITES:**

2023-2024 Van Dyke-Spinney Senior Residential Development, Town of Bethlehem, Albany County, NY. Researcher for Phase III data recovery excavation associated with an extent 18th-century stone house. Project sponsor: Private developer. Hartgen 5461.

2018-2019 Afrims Sports Complex, Albany County, NY. Researcher for Phase III data recovery excavation of previously unknown Shaker House site associated with one of the founding families of the Albany County Shaker settlement. Project sponsor: Private developer. Hartgen 4755.

**PROJECT EXPERIENCE—NON-COMPLIANCE RESEARCH-DRIVEN STUDIES:**

2023-2024 Underhill Historic Research, Town of Yorktown, Westchester County, NY. Researcher for an extensive historical/deed research project for the property at 370 Underhill Avenue in the Town of Yorktown to determine if a 1781 Revolutionary War French encampment was located on the State and National Register (S/NR) Underhill Farm property; authored report. Project sponsor: Yorktown Heritage Preservation Commission. Hartgen 5996.

2023 347 Rowe Road, Town of New Scotland, Albany County, NY. Researcher for an extensive deed research project for the property at 347 Rowe Road in the Town of New Scotland originally owned by the Van Derzee family; authored report. Project sponsor: Private owner. Hartgen 5829.

2023 Dutch Heritage Resource Survey, NY. Researcher for a statewide study to prepare a context statement and list of approximately 900 New World Dutch historic properties exemplifying the geographic, temporal, typological, and stylistic variation of extant resources. Project sponsor: NYSOPRHP. Hartgen 5494.

2017-2018 New Netherland Archeological Bibliography, Albany and Rensselaer Counties, NY. Researcher and contributing author of an annotated bibliography of resources related to Dutch and related archeological literature within Albany and Rensselaer Counties. Project sponsor: New Netherland Institute. Hartgen 4977.



**EDUCATION:** Western Michigan University  
Bachelor of Science, Earth Science/Environmental Studies, April 1990  
American River College  
Associate of Science, Geographic Information Systems, December 2007

**TRAINING:** Recent ESRI Courses: Python Scripting for Geoprocessing Workflows, Working with Geodatabase Domains and Subtypes, Creating Map Books Using Data Driven Pages

**SOFTWARE:** ESRI ArcGIS Pro  
Trimble Pathfinder  
Microsoft Access and Excel  
AutoCAD

**EXPERIENCE:** 2017-Present GIS Specialist with Hartgen Archeological Associates. Typical tasks include: Analyze and integrate geospatial data, historical maps, and field data to provide sensitivity assessments. Geo-reference historical maps and digitization of other historical data to existing conditions maps to locate potential historic sites and features in modern-day project locations. Support field collection of GPS data and conversion of field data for use in GIS analysis. Import GIS shapefiles onto Trimbles for use locating features in the field. Choose and apply analytical methods to geospatial data, including point pattern analysis, interpolation, surface analysis, and overlay analysis to determine artifact concentrations, sensitivities, and perform other visualization techniques. Create maps for use in reports for distribution to public officers and clients with an emphasis on effective visual thinking and communication.

*Sample projects*

2023-2025 Champlain Hudson Power Express 2,000 MW HVDC underground electrical transmission line, Canadian border to NYC, NY  
Managed a geodatabase with over 1,000 known cultural resources, and hundreds of cultural investigation work areas along the corridor of this 400-mile-long project. Deployed mobile data collection tools. Created an ArcGIS dashboard to provide project management staff with a real-time view of all spatial data collected on the project.

2023 National Grid CLCPA Lighthouse Hill - South Oswego Upgrades, Oswego County, NY  
Performed geospatial analysis incorporating multiple environmental and cultural datasets to map areas of elevated archeological sensitivity within the 29-mile project corridor for survey.  
Project sponsor: National Grid

2020 Pine Bush Preserve Cultural Resource Geodatabase, Albany County, NY  
Created a geodatabase compiling cultural resource data from an array of sources including site files, historical maps, historical aerial photographs, previous studies, and verbal accounts to aid in the management of this 3,350-acre preserve.  
Project sponsor: Albany Pine Bush Preserve Commission

2017-2018 Fort George and Environs Cultural Resource Survey, Lake George, Warren County, NY  
Created GIS data and illustrations for approximately one hundred resources, including fortifications, outworks, barracks and huts, and gun emplacements associated with the French and Indian War and the American Revolution.  
Project sponsor: National Park Service ABPP and Town of Lake George

*Prior experience*

2004-2015 Senior Geospatial Analyst/Database Manager  
CB&I Environmental & Infrastructure Group  
Ms. Johnson created “Areas of Biological Significance” maps for inclusion in permitting applications; data and map packages in support of radiological characterization tasks; tables and maps for Remedial Investigation soil, soil vapor, and risk to groundwater characterization and Screening Level Ecological Risk Assessments; and has created varied output for routine monitoring, regulatory compliance, and public participation efforts. Tasks included:

- Creation of custom applications to facilitate environmental investigation and remediation activities, including field sampling and analytical data verification, analysis, and reporting.
- Creation of hundreds of maps for analysis and visualization in support of the scientists and engineers providing oversight for site investigation and clean-up activities.



**QUALIFICATIONS:** 36 CFR 61 Qualified. Meets the Secretary of Interior's Professional Qualification Standards. Experienced at conducting historic resource survey, assessment, and documentation as outlined in NPS- 28: *Cultural Resource Management Guidelines*, the Secretary of Interior's *Standards and Guidelines for Archeological and Historical Preservation* (US DOI 1983), and Section 106 of the National Historical Preservation Act.

**EDUCATION:** 1987 Rensselaer Polytechnic Institute  
Bachelor of Architecture  
1986 Rensselaer Polytechnic Institute  
Bachelor of Building Science

## SELECT TRAINING

- 2025 Architectural History Consultant Training, Vermont Division of Historic Preservation
- 2024 Evaluating Substitute Materials in Historic Buildings, National Park Service
- 2022 New York State Historic Barn Rehabilitation Tax Credit Webinar, Preservation League of New York State
- 2016 Vermont Community Development Program Qualified Professionals Training, Vermont Division of Historic Preservation
- 2015 National Register Consultant Workshop, New York State Office of Parks, Recreation and Historic Preservation
- 2011 National Register Workshop, National Park Service/ New York State Office of Parks, Recreation and Historic Preservation
- 2011 Project Review. Section 106, Architectural Historian Consultant Continuing Education, New Hampshire Division of Historical Resources
- 2010 Historic Preservation Tax Credit Programs for Homeowners and Historic Preservation Tax Credit Programs for Commercial Properties: Public Information Program for Businesses, New York State Office of Parks, Recreation and Historic Preservation/ New York State Library
- 2007 Historic House Practicum: Multiple Furnishing Plans, Lower Hudson Conference of Historical Agencies & Museums
- 2001 Vermont Community Development Program (VCDP) Historic Preservation Consultant Training and Section 106 Training, Vermont Division for Historic Preservation

## PROJECT EXPERIENCE—FEDERAL

- 2023 Phase II Archaeological Site Evaluation, West Point Archaeological Survey, Trophy Point Site, US Army Garrison West Point, US Military Academy, Town of Highlands, Orange County, NY. Project Architectural Historian and report co-author. Project sponsor: US Army Corps of Engineers, New York District. Hartgen 5910-41.
- 2022 Brookhaven Medical Research Reactor Stack, Brookhaven National Laboratory, Upton, Town of Brookhaven, Suffolk County, NY. HAER Level II equivalent documentation. Project Architectural Historian and report author. Project sponsor: Brookhaven National Laboratory. Hartgen 5371-64.
- 2022 Architectural Survey and Evaluation. Alternating Gradient Synchrotron Complex, Brookhaven National Laboratory, Town of Brookhaven, Suffolk County, NY. Project Architectural Historian and report author. Project sponsor: Brookhaven National Laboratory. Hartgen 5371-63.
- 2020 Architectural Survey and Evaluation. Brookhaven National Laboratory Structure 49; Buildings 680, 680A, 680B, 820, 820A, 820B, 830, and 902. Town of Brookhaven, Suffolk County, NY. Project Architectural Historian and report author. Project sponsor: Brookhaven National Laboratory. Hartgen 5371-61.

- 2020 FR 10-10.4, Green Mountain National Forest, Town of Mt. Tabor, Rutland County, VT. Project Architectural Historian and author of Historic Sites & Structures Survey and Determination of Eligibility [DOE] forms for a culvert. Project sponsor: US Forest Service. Hartgen 5557-61.
- 2020 Brookhaven Water Tower, Brookhaven National Laboratory, Upton, Town of Brookhaven, Suffolk County, NY. HAER Level II documentation. Project Architectural Historian and report author. Project sponsor: Brookhaven National Laboratory. Hartgen 5371-62.
- 2015 Historical Documentation Report. Inventory King William's and King George's Wars Battlefields: 1689-1697 and 1744 to 1748, Town of Saratoga, Saratoga County, NY. Project Architectural Historian and report co-author. Project sponsor: National Park Service, American Battlefield Protection Program. Hartgen 4642-81.
- 2014 Geophysical Survey and Historical Background Research, Woodford's Brigade Area, Valley Forge National Historical Park, Townships of Tredyffrin and Upper Merion, Chester and Montgomery Counties, PA. Project Architectural Historian and author of report. Project sponsor: National Park Service. Hartgen 4625-81.
- 2008 Watervliet Arsenal, ICRMP update, City of Watervliet, Albany County, NY. Project Architectural Historian and report author. Project sponsor: US Army Corps of Engineers, New York District. Hartgen 4124-11.

**PROJECT EXPERIENCE—STATE AGENCY**

- 2024 Ashe Road Bridge, Town of Manheim, Herkimer County, NY. HAER Level II documentation, Project Architectural Historian and report author. Project sponsor: FHWA, NYSDOT, and Herkimer County. Hartgen 5976.
- 2024 Marshey Road Bridge, Town of Diana, Lewis County, NY. HAER Level II documentation. Project Architectural Historian and report author. Project sponsor: FHWA, NYSDOT, and Lewis County. Hartgen 6000.
- 2022 Buildings 26, 32, 33 and 52, Mohawk Valley Psychiatric Center, City of Utica, Oneida County, NY. Building Documentation reports. Project Architectural Historian and report author. Project sponsor: CHA/ Mohawk Valley Psychiatric Center, OGS. Hartgen 5048-64.
- 2019-2021 Sunmount Developmental Disabilities Services Office, Buildings 25 and 26, Tupper Lake, Franklin County, NY. Research and authorship of a scholarly article reviewing the history and providing descriptions of two structures on the campus which predated the building of the Veterans Hospital 96 (today's Sunmount Developmental Center) which are to be razed. Project Architectural Historian and report author. Project sponsor: HDR/ DASNY. Hartgen 5482.

**PROJECT EXPERIENCE—CULTURAL RESOURCE MANAGEMENT PLANS AND HISTORIC PROPERTY MANAGEMENT PLANS (CRMP AND HPMP)**

- 2024 Cultural Resources Management Plan. Champlain Hudson Power Express HVDC Transmission Line Project. Astoria Annex Station: Segment 21. Lake Champlain to New York City. Queens, New York. Project Architectural Historian and report co-author. Project sponsor: Kiewit Engineering Group Inc. Hartgen 4268-CRMP Astoria Annex.
- 2020 Historic Properties Management Plan. Colliersville Hydroelectric Project. Goodyear Lake Hydro LLC. Town of Milford, Otsego County, NY. Project Architectural Historian and report co-author. Project sponsor: HDR. Hartgen 5547-31

**PROJECT EXPERIENCE—NATIONAL REGISTER AND NATIONAL LANDMARK NOMINATION**

- 2026 Germantown Parsonage, Updated National Register Nomination, Town of Germantown, Columbia County, NY. Project sponsor: Friends of Historic Germantown. Hartgen 6325.
- 2026 Hezekiah Wynkoop House, Town of Catskill, Greene County, New York. Project sponsor: Catskill Montessori School. Hartgen 6023.
- 2026 The Derloch, Town of Lake Pleasant, Hamilton County, NY. Project sponsor: Private client. Hartgen 6082.

- 2025 Albany Industrial and Warehouse Historic District, City of Albany, Albany County, NY. Project sponsor: Town of Stuyvesant. Hartgen 6090.
- 2025 Stuyvesant Landing Historic District, Stuyvesant Landing, Town of Stuyvesant, Columbia County, NY. Project sponsor: City of Albany. Hartgen 6064.
- 2024 Essex #19 Hydroelectric Station, Towns of Essex Junction and Williston, Chittenden County, VT. Project sponsor: Green Mountain Power Corporation. Hartgen 5640.
- 2024 Ichabod Crane Schoolhouse, Town of Kinderhook, Columbia County, NY. Project sponsor: Columbia County Historical Society. Hartgen 5416.
- 2022 Mark House, Town of Colonie, Albany County, NY. Project sponsor: Town of Colonie Historical Society.
- 2020 Utica Steam & Mohawk Valley Cotton Mill, City of Utica, Oneida County, NY. Project sponsor: Lahinch Group LLC. Hartgen 5385.

**PROJECT EXPERIENCE—HISTORIC RESOURCE SURVEY**

- 2025-26 Morris County Historic Sites Inventory—Phase V, Morris County, NJ. Project Architectural Historian and Surveyor. Project sponsor: Morris County. Hartgen 6220.
- 2025 Colliersville Hydro, Town of Milford, Otsego County, NY. Report author. Project sponsor: Westland Engineering and Environmental Services. Hartgen 6257.
- 2025 Kirkwood Solar, Town of Kirkwood, Broome County, NY. Report author. Project sponsor: Norbut Solar Farms. Hartgen 6313-HRS.
- 2025 Sagamore Drive over West Branch Croton River Culvert Replacement, Agamore Drive, Town of Kent, Putnam County, NY. Report author. Project sponsor: Barton & Loguidice. Hartgen 6261-HRS.
- 2024 Historic Resource Survey, NSF Norwich Solar, Upper Ravine Road, Town of Norwich, Chenango County, NY. Project Architectural Historian and report co-author. Project sponsor: Norbut Solar Farms. Hartgen 6091-HRS.
- 2022 Architectural Survey and Evaluation. Alternating Gradient Synchrotron Complex, Brookhaven National Laboratory, Town of Brookhaven, Suffolk County, NY. Project Architectural Historian and report author. Project sponsor: Brookhaven National Laboratory. Hartgen 5371-63.
- 2022-23 Town of New Scotland Survey, Town of New Scotland, Albany County, NY. Project sponsor: Historic Preservation Committee of Voorheesville/ Town of New Scotland. Hartgen 5705.
- 2020-21 Thematic Survey of Dutch Heritage Resources in the Greater Hudson Valley, Multiple counties, NY. Hartgen spearheaded a statewide survey of standing built resources with connections to New World Dutch culture and history across New York State. Structures included focused on those which had identifiable connection to the New World Dutch building traditions. Approximately 1,000 resources were included in the survey among several thousand which were field assessed. Project sponsor: New York State Office of Parks, Recreation and Historic Preservation. Hartgen 5494.
- 2020 Architectural Survey and Evaluation. Brookhaven National Laboratory Structure 49; Buildings 680, 680A, 680B, 820, 820A, 820B, 830, and 902. Town of Brookhaven, Suffolk County, NY. Project Architectural Historian and report author. Project sponsor: Brookhaven National Laboratory. Hartgen 5371-61.

**PROJECT EXPERIENCE—HISTORIC STRUCTURE REPORT**

- 2026 John Evert and Anne Freyenmoet van Alen house, 1744 Washington Avenue Extension, DeFreestville, Rensselaer County, NY. Historic Structure Report. Project Architectural Historian and report author. Project sponsor: Hartgen Archeological Associates, Inc.
- 2020 Ichabod Crane Schoolhouse, Kinderhook, Columbia County, NY. Historic Structure Report. Project Architectural Historian and report author. Project sponsor: Columbia County Historical Society. Hartgen 5416.

**PROJECT EXPERIENCE—HABS/HAER AND BUILDING DOCUMENTATION**

- 2025 CSX Bridge 8 Over the Normanskill, Town of Guilderland, Albany County, NY. Resource assessment and HAER Level II Report. Project sponsor: Central Hudson Power Express. Hartgen 4268-84 and 4268-WA276.
- 2025 Baker-Mott Farm, 165 Farm-to Market Road, Town of Halfmoon, Saratoga County, NY. Building Documentation Report. Project Architectural Historian and report author. Project sponsor: BDG Development, LLC. Hartgen 5223-62.
- 2025 Fayle Road Bridge, Fayle Road, Town of Morehouse, Hamilton County, NY. HAER Level II documentation. Project Architectural Historian and report author. Project sponsor: Hamilton County. Hartgen 6067.
- 2024 Staats-Park House, 1502 Route 50, Ballston Spa, Town of Ballston, Saratoga County, NY. Building Documentation report. Project Architectural Historian and report author. Project sponsor: BBL Construction Services, LLC. Hartgen 5849.
- 2024 White-Kelso House, 1508 Route 50, Ballston Spa, Town of Ballston, Saratoga County, NY. Building Documentation report. Project Architectural Historian and report author. Project sponsor: BBL Construction Services, LLC. Hartgen 5849.
- 2024 Middleton Bridge over the Schroon River, Schroon River Road, Towns of Bolton and Warrensburg, Warren County, NY. HAER Level II documentation. Project Architectural Historian and report author. Project sponsor: Warren County Department of Public Works. Hartgen 5407.
- 2024 Ashe Road Bridge, Town of Manheim, Herkimer County, NY. HAER Level II documentation, Project Architectural Historian and report author. Project sponsor: FHWA, NYSDOT, and Herkimer County. Hartgen 5976.
- 2024 Marshey Road Bridge, Town of Diana, Lewis County, NY. HAER Level II documentation. Project Architectural Historian and report author. Project sponsor: FHWA, NYSDOT, and Lewis County. Hartgen 6000.
- 2024 The Mulholland Company, 208-220 Washington Avenue, City of Dunkirk, Chautauqua County, NY. Building Documentation report. Project Architectural Historian and report author. Project sponsor: Regan Development Corp. Hartgen 6044.
- 2024 French's Mill Road Bridges (CSX Bridges over the Normanskill), Town of Guilderland, Albany County, NY. HAER Level II documentation. Project Architectural Historian and report author. Project sponsor: Champlain Hudson Power Express. Hartgen 4268.
- 2023 South Park Loop Bridge, City of Buffalo, Erie County, NY. HAER Level II documentation. Project Architectural Historian and report author. Project sponsor: City of Buffalo. Hartgen 5543-61.
- 2022 Buildings 26, 32, 33 and 52, Mohawk Valley Psychiatric Center, City of Utica, Oneida County, NY. Building Documentation reports. Project Architectural Historian and report author. Project sponsor: CHA/ Mohawk Valley Psychiatric Center. Hartgen 5048-64.
- 2022 Girard Farm, Hamlet of Griffin, Town of Wells, Hamilton County, NY. HABS Level II documentation. Project Architectural Historian and report author. Project sponsor: The Adirondack Land Trust. Hartgen 5451.
- 2022 Brookhaven Medical Research Reactor Stack, Brookhaven National Laboratory, Upton, Town of Brookhaven, Suffolk County, NY. HAER Level II equivalent documentation. Project Architectural Historian and report author. Project sponsor: Brookhaven National Laboratory. Hartgen 5371-64.
- 2022 Betts Farm, Town of Halfmoon, Saratoga County, NY. HABS Level II documentation. Project Architectural Historian and report author. Project sponsor: Abele Builders. Hartgen 4844.
- 2021 The Arthur S. May School, 25-31 Raymond Avenue, Town of Poughkeepsie, Dutchess County, NY. Building Documentation Report. Project Architectural Historian and report author. Project sponsor: Arthur May Redevelopment LLC. Hartgen 5566-61.

- 2021 Sixteen Canal vessels, various locations, NY. Included documentation of the DB-1, DB-4, and DB-13; Tenders 6, 7, and 8; the tugboats Reliable, Chancellor, Grouper, Lockport and Pittsford, HD-3 and HD-5, and QB-1 and other vessels. HAER Level II documentation. Project Architectural Historian and report author. Project sponsor: NYPA and the NYS Canal Corp. Hartgen 5252.
- 2020 The D & H Company Freight House, 1410 Erie Boulevard, City of Schenectady, Schenectady County, NY. Historic Structure Documentation Report. Project Architectural Historian and report author. Project sponsor: Global Montello Group Corp. Hartgen 5308.
- 2020 McNall-Caswell House, 200 Lehigh Station Road, West Henrietta, Town of Henrietta, Monroes County, NY. HABS Level II documentation. Project Architectural Historian and report author. Project sponsor: Lefrois Builders and Developers. Hartgen 5351.
- 2020 Brookhaven Water Tower, Brookhaven National Laboratory, Upton, Town of Brookhaven, Suffolk County, NY. HAER Level II documentation. Project Architectural Historian and report author. Project sponsor: Brookhaven National Laboratory. Hartgen 5371-62.
- 2020 Founder's Hall, St. Michael's College, Town of Colchester, Chittenden County, VT. Building Documentation Report. Project sponsor: St. Michael's College. Hartgen 4224-63.

**PROJECT EXPERIENCE—CULTURAL LANDSCAPE REPORT**

- 2023 Heldeberg Workshop Cultural Landscape Report, Town of New Scotland, Albany County, NY. Conducted field survey, background research and authored report. Project Director. Project sponsor: Heldeberg Workshop.

**PROJECT EXPERIENCE—SECTION 106 REVIEW**

- 2021 11 Arch Street Redevelopment, Town of Brattleboro, Windham County, VT. Section 106 Review. Project sponsor: Windham Regional Commission. Hartgen 5538.
- 2020 Old Red Mill, Retaining Wall along Browns River, Town of Jericho, Chittenden County, VT. Section 106 Review. Project sponsor: Dubois & King, Inc. Hartgen 5558-61.

## CHRISTIANA POLLACK, CERP, CFM

DIRECTOR OF RESTORATION AND RESILIENCE



17 YEARS WITH PRINCETON HYDRO

20 YEARS OF EXPERIENCE

### EDUCATION

**M.A. Environmental Analysis**  
Boston University, 2005

**B.S. Ecology**  
Pennsylvania State University, 2002

### PROFESSIONAL CERTIFICATIONS

- Certified Ecological Restoration Practitioner (CERP)
- Certified Floodplain Manager (CFM), ASFPM

### PROFESSIONAL TRAINING

- Wetland Construction: Planning and Functional Design, Rutgers
- FEMA Floodplain Management

### PROFESSIONAL AFFILIATIONS

- Society of Ecological Restoration
- Association of State Floodplain Managers
- New Jersey Association for Floodplain Management

### EXPERIENCE

Ms. Pollack is a Certified Ecological Restoration Practitioner and Certified Floodplain Manager with an extensive background in resiliency, including vulnerability and risk assessments; ecosystem restoration; coastal and freshwater wetland hydrology; dam removal and stream restoration; sea level rise mapping and analysis; and nature-based solutions to reduce flood risk and maximize ecological benefits.

Ms. Pollack is experienced with evaluating the impacts of climate change by identifying vulnerable ecological and urban areas and identifying mitigation strategies, developing engineering designs, and performing cost-benefit analyses. She has overseen and led dozens of ecological restoration design, wetland restoration, dam removal design, and geospatial projects that provide ecosystem services to mitigate flood risks, improve water quality, and strengthen storm resiliency. Ecological restoration and flood mitigation designs led by Ms. Pollack are forward-thinking and are designed to adapt to a changing climate while continuing to provide ecological benefits.

Ms. Pollack also manages GIS services offered by Princeton Hydro and is a certified GIS Professional (GISP). She leads a team that collects, processes, analyzes, and presents geographic data for the firm's diverse portfolio of projects including coastal flood risk, stream and wetland restoration, ecological restoration, and watershed management. She has expertise in hydrologic modeling; freshwater and tidal wetland ecological design and coastal living shorelines using natural and nature-based features; spatial analysis; and environmental mapping. Her extensive knowledge of Ecology and GIS technology and methodology is complemented by her experience with database development, 3-D modeling, remote sensing, and CAD software, including USACE HEC-HMS and HydroCAD.

- Ecological Design & Restoration
- Environmental and Spatial Analysis
- Hydrologic Modeling
- Watershed Management
- Climate Change Modeling
- Dam Removal Design
- Data collection using Global Positioning System (GPS)
- Database development and management
- GIS Software: ESRI ArcGIS Pro, ArcGIS (3D Analyst, Spatial Analyst, and ArcHydro Extensions, HEC-GeoRAS and HEC-GeoHMS Extensions), Global Mapper Software
- Autodesk CADD Designs Software

### REPRESENTATIVE PROJECTS

**New Jersey Department of Environmental Protection | Resilient New Jersey Municipal Assistance Program – City of Trenton, Trenton, NJ (2022-2024)**

Princeton Hydro was contracted to provide vulnerability assessments for the City of Trenton, which is participating in the Municipal Assistance Program through NJDEP's Bureau of Climate Resilience Program. The program provides municipalities the opportunity to complete required resiliency planning efforts with the assistance of NJDEP funds and contractor assistance. Ms. Pollack led the resilience project by guiding staff on flood modeling approaches, providing guidance and QA/QC for the vulnerability assessment, participating in the public meetings, and identifying resilient mitigation strategies.

**NJ Department of Environmental Protection | Resilient New Jersey Municipal Assistance Program – City of Salem**  
*Salem, NJ (2022-2024)*

Princeton Hydro is prepared a climate change Vulnerability Assessment for the City of Salem. Ms. Pollack led the resilience project by guiding staff on flood modeling approaches, providing guidance and QAQC for the vulnerability assessment, participating in the public meetings, and identifying resilient mitigation strategies.

**Town of Greenwich | Greenwich Coastal Resiliency Assessment and Plan**  
*Greenwich, CT (2020-2023)*

Ms. Pollack served as Project Manager and coastal resiliency expert coordinating planners, landscape architects, and scientists to assess the impact of sea level rise to Greenwich, Connecticut. The assessment informed a Sea Level Rise Plan including structural and non-structural mitigation solutions and engaged the public throughout the process.

**Monmouth County | Bayshore Coastal Resilience Design Study**  
*Monmouth County, NJ (2021-2023)*

As Project Manager for the feasibility study and development of conceptual design for two resilience projects identified in the 2019 Raritan/Sandy Hook Bay Coastal Resilience Planning Study, Ms. Pollack oversaw the study which includes the evaluation of existing site conditions, integration of modeled findings, and application of the latest coastal resiliency design techniques that can be readily incorporated into future engineering design plans. The goal is to improve sustainability and resiliency from current and future coastal hazards and impacts of sea level rise for the region.

**U.S. Army Corps of Engineers, New York District | Liberty State Park Ecosystem Restoration Project**  
*Jersey City, NJ (2019-Present)*

Ms. Pollack serves as Project Manager for the restoration of the Liberty State Park Saltwater and Freshwater Wetland and Upland Restoration Project, which will be one of the largest habitat restoration projects in NJ upon implementation. The project creates a resilient coastal ecosystem within a highly urbanized setting that provides both ecological and social benefits. Ms. Pollack is responsible for project design development, client management, and managing multiple stakeholders and subconsultants.

**Rutgers University + City of Linden | Linden Blue Acres Floodplain Restoration**  
*Linden, NJ (2019-2020)*

The restoration project is one of the first projects in New Jersey to restore floodplain function on Blue Acres acquired properties. As Project Manager, Ms. Pollack was responsible for stakeholder engagement, client and budget management, restoration design and engineering, regulatory coordination, and construction implementation.

**New Jersey Department of Environmental Protection | Coastal Vulnerability Assessment and Shoreline Strategic Plans Along the Jersey Shore**  
*Little Egg Harbor, Tuckerton, and Toms River, NJ (2018)*

Ms. Pollack was the Project Manager, lead spatial analyst, and developer of the vulnerability assessment and risk analysis that examined current and future flood conditions given projected sea level rise and coastal storm risk for several coastal municipalities in New Jersey. She designed the methodology and supervised team members to produce a shoreline inventory and strategic plan providing an assessment and recommended mitigation strategies for 300 miles of New Jersey shoreline.

**New England Interstate Water Pollution Control Commission | Moodna Creek Watershed and Flood Mitigation Assessment**  
*Orange County, NY (2018)*

Ms. Pollack served as the project manager for this flood assessment and flood mitigation analysis in the Lower Moodna Creek Watershed in Orange County, New York. The project evaluated flood risk for existing and future conditions resulting from climate change and urbanizing watershed conditions and proposed and modeled flood mitigation strategies to reduce flood risk. Mitigation strategies prioritized approaches that protect and/or mirror natural flood protection mechanisms within the watershed such as floodplain reconnection and wetland establishment.

**University of Pennsylvania | Eastwick Neighborhood Flood Mitigation and Resilience Study**  
*Philadelphia, PA (2018)*

Ms. Pollack served as the Project Manager and Hydrologist for this flood analysis and mitigation study funded by the William Penn Foundation. The study focused on increasing resilience in the Lower Darby Creek Area by modeling the impacts of various mitigation strategies including removal of an adjacent landfill that constricts flows in Darby Creek.





The Society for Ecological Restoration hereby recognizes

**Christiana Pollack**

as a

***Certified Ecological Restoration Practitioner***

CERP # 0573

Expires December 15, 2026

A handwritten signature in black ink, appearing to read "John Salisbury", is written over a horizontal blue line.

John Salisbury  
Program Associate

**ASSOCIATION OF STATE  
FLOODPLAIN MANAGERS, INC.  
CERTIFICATION BOARD OF REGENTS**

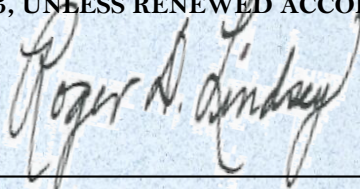
HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE  
CERTIFIED FLOODPLAIN MANAGER PROGRAM

**Christiana L. Pollack, CFM**

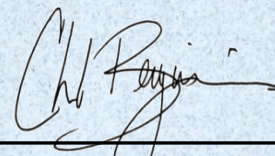
IS DULY REGISTERED AS AN

**ASFPM CERTIFIED FLOODPLAIN MANAGER**

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-13-06814, ISSUED 1/31/2013. THIS CERTIFICATE SHALL EXPIRE 7/31/2025, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.



CERTIFICATION BOARD OF REGENTS  
PRESIDENT, ROGER LINDSEY, P.E., CFM



ASSOCIATION OF STATE FLOODPLAIN MANAGERS  
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM



## THOMAS HOPPER, GISP

PROJECT MANAGER / ENVIRONMENTAL SCIENTIST



9

YEARS WITH  
PRINCETON HYDRO

10

YEARS OF  
EXPERIENCE

### EDUCATION

**B.S. Environmental Planning;  
Ecology, Evolution, and Natural  
Resources Minor**

Rutgers University, 2015

**Certificate in Environmental  
Geomatics**

Rutgers University, 2015

### CERTIFICATIONS

Geographic Information Systems  
Professional (GISP)

Confined Space Awareness  
Training

### EXPERIENCE

Mr. Hopper is an Environmental Scientist at Princeton Hydro with expertise in GIS and is a lead technical writer for many estuarine and riverine assessments and reports. Mr. Hopper has served as lead author on environmental assessments, feasibility studies, interim reports, and sea level rise studies. As part of his focus in geospatial technology and analysis, as well as ecosystem restoration, he collects and manages environmental data, performs analysis to synthesize conclusions and inform design decisions, and effectively communicates complex information through maps, graphics, and interactive web applications. Mr. Hopper's extensive experience designing cartographic products contributes to public understanding of complex issues by translating complex datasets into easily digestible visual aids.

As an Environmental Scientist, Mr. Hopper has served as an analyst, designer, and technical writer for a diverse portfolio of Princeton Hydro's projects, including ecosystem restoration designs, environmental inventories, coastal resiliency studies, sea level rise risk assessments, hydrologic studies, urban stormwater management, and others. He has provided engineering support through assistance in AutoCAD drafting, construction oversight, and field investigations. Mr. Hopper has also performed ecological and environmental surveys to assess ecological community characteristics, species composition and abundance, bathymetric and topographic conditions, drainage conditions, etc.

- Geospatial analysis
- Geographic information systems (GIS)
- Data Visualization and Cartography
- Data Collection Using Global Navigation Satellite Systems (GNSS)
- Unmanned Aerial Vehicle Technology and Analysis
- Remote Sensing and Related Software (ArcGIS Image Analysis, ERDAS Imagine)
- Ecological Monitoring, Restoration, and Designs
- Environmental Regulatory Compliance
- Technical Writing
- Software
  - ESRI ArcGIS Desktop and Online
  - Pix4D Mapper
  - Autodesk CAD
- Database Management

### REPRESENTATIVE PROJECTS

**New Jersey Department of Environmental Protection | Resilient New Jersey  
Municipal Assistance Program – City of Trenton**

*Trenton, NJ (2022-2024)*

Princeton Hydro worked with BRS, Inc. to prepare a climate change Vulnerability Assessment for the City of Trenton. Mr. Hopper has led the creation of maps using GIS applications, contributed to a public presentation, processed flood hazard and vulnerability analysis data, and developed a web map, application, and platform for use in communicating assessment results to project stakeholders and the public.

**New Jersey Department of Environmental Protection | Resilient New Jersey Municipal Assistance Program – City of Salem**  
*Salem, NJ (2022-2024)*

Princeton Hydro worked with BRS, Inc. to prepare a climate change Vulnerability Assessment for the City of Salem. Mr. Hopper has led the creation of maps using GIS applications, contributed to a public presentation, processed flood hazard and vulnerability analysis data, and developed a web map, application, and platform for use in communicating assessment results to project stakeholders and the public.

**Municipality of Princeton | Stormwater Utility Feasibility Study**  
*Princeton, NJ (2022 - Present)*

Princeton Hydro is conducting a Stormwater Utility Feasibility Study for the Municipality of Princeton, which will evaluate a fee structure and provide community engagement for the implementation of a stormwater utility program. Mr. Hopper conducted the impervious surface mapping analysis and data processing, which is a key step in the feasibility study.

**U.S. Army Corps of Engineers, New York District & New Jersey Department of Environmental Protection | Liberty State Park Ecosystem Restoration Project**  
*Jersey City, NJ (2020-Present)*

The restoration of the Liberty State Park Saltwater and Freshwater Wetland and Upland Restoration Project will be one of the largest habitat restoration projects in New Jersey upon implementation. Mr. Hopper was involved with numerous aspects of the proposed redesign and restoration for this project. He assisted with bathymetric surveys, stormwater infrastructure mapping surveys, bio-benchmark surveys and analysis, watershed modeling, quantity and cost estimation, and regulatory compliance.

**Readington Township Environmental Commission | Environmental Resource Inventory**  
*Readington, NJ (2023-2024)*

Lead GIS Analyst for the preparation of a comprehensive Environmental Resource Inventory. It will evaluate potential impacts of proposed developments, identify lands sensitive to disturbance, assess lands that should be prioritized for preservation, and assist in determining how best to protect the Township's critical resources. As an alternative to a traditional ERI composed of narrative and static maps, Mr. Hopper will develop the ERI as an interactive ArcGIS story map.

**Town of Hammonton | Hammonton Stormwater Utility Investigation**  
*Hammonton, NJ (2020 - 2022)*

Princeton Hydro conducted a stormwater utility investigation for the Town of Hammonton, which serves as a preliminary step in evaluating whether the town will implement a stormwater utility program. Mr. Hopper produced maps using ArcGIS for use and distribution as part of a Town stakeholder meeting.

**Town of Greenwich | Coastal Resiliency Assessment and Plan**  
*Greenwich, CT (2020-2021)*

Princeton Hydro provided the Town of Greenwich with a town-wide coastal resiliency assessment, which informed a Sea Level Rise Plan including structural and non-structural mitigation solutions. Mr. Hopper led a variety of technical writing, mapping, and geospatial analysis tasks, including a shoreline characterization study, sea level rise assessment, septic vulnerability assessment, and the production of an interactive web app for public outreach.

**Rutgers University + City of Linden | Linden Blue Acres Floodplain Restoration**  
*Linden, NJ (2020)*

Mr. Hopper served as GIS analyst and regulatory analyst for the first ecological restoration completed on NJDEP Blue Acres-acquired property. This project focused on increasing storm resiliency by reducing flooding and stormwater runoff through the enhancement of ecological and floodplain function within the former residential properties acquired by NJDEP's Blue Acres Program.

**University of Pennsylvania | Eastwick Neighborhood Flood Mitigation and Resilience Study**  
*Philadelphia, PA (2018)*

Mr. Hopper served as GIS analyst for this flood analysis and mitigation study funded by the William Penn Foundation. The study focused on increasing resilience in the Lower Darby Creek Area by modeling the impacts of various mitigation strategies including removal of an adjacent landfill that constricts flows in Darby Creek. Mr. Hopper used spatial tools and techniques to model the hydrologic conditions and produced mapping products used to engage stakeholders and residents.





## TARA SRINIVASAN

ENVIRONMENTAL SCIENTIST

3

YEAR WITH  
PRINCETON HYDRO

5

YEARS OF  
EXPERIENCE

### EDUCATION

**B.A. Earth and Environmental Science; Minors in Marine Science and International Relations**

Boston University, 2021

### AWARDS

**Francis Bacon Award for Writing Excellence in the Natural Sciences**

Boston University, 2021

**Lara D. Vincent Research Award**

Boston University, 2020

### PROFESSIONAL TRAINING

**Wetland Construction: Principles, Planning, and Design**

Rutgers University, February 2023

### EXPERIENCE

Ms. Srinivasan is an Environmental Scientist with high proficiency in geospatial analysis and technical writing. She has mainly served as a cartographic designer that collects, processes, analyzes, and presents geographic data, using an extensive range of GIS methodologies, for Princeton Hydro's diverse portfolio of projects which include coastal and riverine flood risk, stream and wetland restoration, and watershed management. She also has served as lead author for feasibility studies, environmental resource inventories, and project interim reports. Through maps, graphics, interactive web applications, and narrative text, Ms. Srinivasan has effectively communicated complex environmental information to both inform internal decision-making and guide public and stakeholder understanding of the firm's projects, project goals, and project influences within an environmental context.

Ms. Srinivasan has also provided support through the form of engineering assistance in CAD drafting, construction oversight, regulatory permit submissions, and field investigations. She can interpret data to assess conditions of ecological communities, hydrology within a watershed context, and topography, especially when considering wetland construction.

Ms. Srinivasan has a background in conducting academic research related to coastal geomorphology and municipal climate change resilience. She has experience leading studies through the entire scientific method from initial stages through concluding results, including stages of inquiry formation, extensive literature review, procedural design and execution, peer discussion and leadership, data analysis and presentation, and evaluation of project impact and next steps. She is especially versed in tidal wetland habitat ecology and behavior, as well as its ecosystem relationship with areas of human development. In her independent studies prior to joining Princeton Hydro, Ms. Srinivasan investigated habitat ecological health and recommended appropriate restoration practices. Her work is overall focused on increasing human understanding of our living and dynamic environment, especially amidst climate change, so that society may protect, adapt to, and sustainably benefit from the surrounding environment.

- Geographic Information Systems (GIS) and analysis
- Remote Sensing
- Data Visualization and Cartography
- Geotechnical and Biogeochemical Data Collection and Analysis
- Environmental Monitoring, Restoration, and Design
- Environmental Regulatory Compliance
- Construction Oversight
- Technical Writing
- Field Investigation and Surveys
- Software
  - ESRI ArcGIS Desktop and Online
  - Autodesk CAD
  - Google Earth Engine
  - ENVI
  - Adobe Creative Cloud

### REPRESENTATIVE PROJECTS

**U.S. Army Corps of Engineers – New York District & NJ Department of Environmental Protection | Liberty State Park Ecosystem Restoration** Jersey City, New Jersey (2022-Present)

Princeton Hydro is overseeing the restoration design for Liberty State Park's saltwater and freshwater wetlands and uplands, which will be one of the largest habitat restoration projects in New Jersey upon implementation. Ms. Srinivasan is a lead

preparer of the regulatory plan sets to be submitted with applications for necessary state permits. Ms. Srinivasan also assists with the proposed wetland impact analysis, quantity calculations for design cost estimates, supplementary mapping, and field work to obtain data to inform project design.

#### **NJ Department of Environmental Protection | Resilient New Jersey Municipal Assistance Program – City of Trenton**

*Trenton, NJ (2022-Present)*

Princeton Hydro is working with BRS, Inc. to prepare a climate change Vulnerability Assessment for the City of Trenton. Ms. Srinivasan performed GIS analyses, calculated statistics, and generated mapping to illustrate the impacts of flooding, heat, and drought hazards on critical facilities, infrastructure, natural resources, community resources, land use, socially vulnerable populations, environmental justice communities, and at-risk neighborhoods for the current timeframe and future projections.

#### **NJ Department of Environmental Protection | Resilient New Jersey Municipal Assistance Program – City of Salem**

*Salem, NJ (2022-Present)*

Princeton Hydro is working with BRS, Inc. to prepare a climate change Vulnerability Assessment for the City of Salem. Ms. Srinivasan performed GIS analyses, calculated statistics, and generated mapping to illustrate the impacts of flooding, heat, and drought hazards on critical facilities, infrastructure, natural resources, community resources, land use, socially vulnerable populations, environmental justice communities, and at-risk neighborhoods for the current timeframe and future projections.

#### **Readington Township Environmental Commission | Readington Township Environmental Resource Inventory**

*Readington Township, New Jersey (2023-Present)*

Ms. Srinivasan is the lead preparer of Readington Township's 2023 Environmental Resource Inventory, a comprehensive report of the Township's natural resource characteristics and environmentally significant features that will inform governing bodies, developers, and residents in planning, conservation, and development-related decision-making. As an alternative to a traditional ERI consisting of a static document, she is using ArcGIS Storymaps to prepare and compile interactive mapping, narrative text, and other visual aids into an engaging digital tour of the Township's resources.

#### **Monmouth County Division of Planning | Bayshore Coastal Resilience Design Study**

*Aberdeen Township, New Jersey; and Union Beach Borough, New Jersey (2022)*

Ms. Srinivasan was the lead writer for the Bayshore Coastal Resilience Design Study Report, which proposed and discussed the feasibility of specific restoration design techniques for two coastal wetland sites along the Raritan/Sandy Hook Bay coastline. She assessed GIS data, bio-benchmark survey data, hydrologic data for existing conditions, and hydrodynamic modeling of projected conditions to determine a suite of potential strategies for restoring, establishing, and enhancing native plant communities within the site boundaries. Ms. Srinivasan prepared narrative discussion and relevant figures to communicate considerations for using such strategies to encourage the sites to develop heightened long-term resiliency against climate change impacts.

#### **Woolwich Commons, LLC | Flood Hazard Area Verification**

*Woolwich Township, New Jersey (2023-2024)*

Ms. Srinivasan prepared a full Flood Hazard Area Verification application for New Jersey Department of Environmental Protection Division of Land Use Regulation to obtain regulatory compliance for an interested property owner. The application involved performing a Method 5 flood hazard area approach to model floodplains in freshwater riverine environment, which Ms. Srinivasan did using ArcGIS spatial analyst tools, and developing plans to represent the flood hazard area and writing an engineering report detailing the technical process.

#### **City of Linden | Flood Assessment and Flood Mitigation Resiliency Analysis**

*Linden, New Jersey (2023-Present)*

Princeton Hydro is studying the city of Linden's vulnerability to flooding from a number of streams which course through the city's highly developed urban environment. Ms. Srinivasan prepared hydrology data per the USDA NRC TR-55 methodology to analyze stormwater runoff dynamics, including modeling stream dimensions and elevational change, delineating watersheds, and studying land use and soil characteristics. Ms. Srinivasan also performed site walks to determine potential flood mitigation strategies and will assist in preparing a comprehensive report of recommendations for approaching community flood resiliency.



# REQUISITE FORMS AND CERTIFICATIONS



**City of Asbury Park  
REQUEST FOR PROPOSALS  
DOCUMENT CHECKLIST**

**Initial each required  
entry and submit the  
item**

Submission Requirement

Completed Document Checklist	me
Respondent Letter of Interest	me
Content of the Proposal Guideline	me
Proposal Form	me
Reference Form	me
Completed and Notarized Non-Collusion Affidavit	me
Completed Stockholder Statement of Ownership	me
Completed State of New Jersey Debarred List Affidavit	me
Acknowledgment of Receipt of Addenda	me
Completed Disclosure of Investment Activities in Iran	me
Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	me
Completed Certification of Ethics Complaint Disclosure	me
Mandatory Equal Employment Opportunity Language	me
Required Evidence Affirmative Action Regulations	me
Americans with Disabilities Act of 1990	me
New Jersey Anti-Discrimination Provisions	me
W-9 Form	me
Certificate of Insurance(s)	me
State of New Jersey Business Registration Certificate (Sample 1)	me
Certificate of Employee Information Report (Sample 2)	me



**City of Asbury Park**

**REFERENCE FORM**

Consultant Name: (Please Print)

Brownfield Redevelopment Solutions, Inc.

The consultant shall list references with needs similar to the City of Asbury Park for whom the consultant has provided comparable services. Please include name, address, telephone number, year(s) employed by referenced firms, contact person, and type of work your performed for that entity.

1. Company Name/Municipality: Willingboro Township  
Address: 1 Rev Martin Luther King Jr. Dr, Willingboro, NJ 08046  
Contact Person: Dwayne Harris, Township Manager  
Phone: 609-877-2200  
Type of Work: Master Plan, Redevelopment Area Plan, Fair Share Housing Plan  
Date of Completion: anticipated to be completed November 2025
  
2. Company Name/Municipality: City of Mount Vernon  
Address: 1 Roosevelt Square N, Mt. Vernon, NY 10550  
Contact Person: James Rausse, FAICP, WEDG, Commissioner Planning & Community Development  
Phone: 914-840-4030  
Type of Work: Comprehensive Plan Community Engagement  
Date of Completion: September 2025
  
3. Company Name/Municipality: City of Trenton  
Address: 319 E State Street, Trenton, NJ 08608  
Contact Person: Maria Richardson, Business Administrator, former Director Dept of Recreation  
Natural Resources & Culture  
Phone: 609-989-3807  
Type of Work: Recreation and Open Space Inventory (ROSI) Maintenance  
Date of Completion: ongoing

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY )

SS:

COUNTY OF Burlington )

I, Michele Christina, of the City of Medford Lakes, in the State of New Jersey, being of full age and duly sworn according to law, on my oath state as follows:

Brownfield Redevelopment Solutions, Inc.

I am a principal of the firm of \_\_\_\_\_, the vendor submitting the Proposal for the operation of a valet parking service within the City of Asbury Park, and I have executed the Proposal with full authority to do so. Further, the vendor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action(s) in restraint of free, competitive bidding in connection with the above-named project. All statements contained in the Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the City of Asbury Park rely upon the truth of the statements contained in the affidavit and in said Proposal in awarding the contract for said project.

Michele Christina \_\_\_\_\_ Principal \_\_\_\_\_  
Name of Firm or Individual Title  
(Print Name)

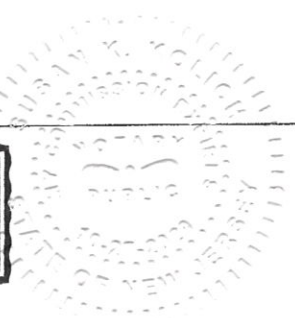
Michele Christina \_\_\_\_\_ November 10, 2025 \_\_\_\_\_  
Signature Date

Subscribed and sworn before me on this 10th  
day of November, 2025.

Susan K. Kolich \_\_\_\_\_  
Notary Public of

My commission expires \_\_\_\_\_, 20\_\_\_\_.

SUSAN K. KOLICH  
Notary Public, State of New Jersey  
My Commission Expires  
October 27, 2029



**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

**Name of Business:** Brownfield Redevelopment Solutions, Inc.

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.  
**OR**  
 I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- Partnership       Corporation       Sole Proprietorship  
 Limited Partnership       Limited Liability Corporation       Limited Liability Partnership  
 Subchapter S Corporation       Non-Profit

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

**Stockholders:**

Name: Michele Christina

Name: Leah Yasenchak

Home Address: 116 Nokomis Trail  
Medford Lakes, NJ 08055

Home Address: 10 Acpoan Place  
Manasquan, NJ 08736

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_


Home Address: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

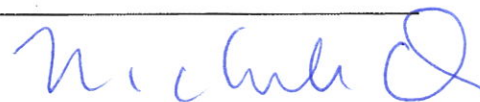
Home Address: \_\_\_\_\_

  
Subscribed and sworn before me this 10<sup>th</sup> day of  
November, 2025.

(Notary Public)

My Commission expires:

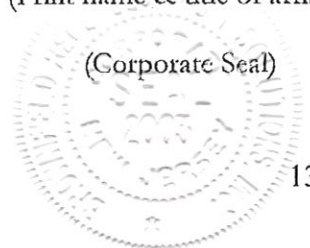
**SUSAN K. KOLICH**  
Notary Public, State of New Jersey  
My Commission Expires  
October 27, 2029



(Affiant)

Michele Christina, Principal  
(Print name & title of affiant)

(Corporate Seal)



STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF NEW JERSEY)

SS:

COUNTY OF Burlington )

I, Michele Christina, of the Borough of Medford Lakes in the County of Burlington and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

Brownfield Redevelopment Solutions, Inc.

I am Principal, an officer of the firm of \_\_\_\_\_, vendor making the Proposal for the above-named Project, and I hereby certify that I have executed the said Proposal with full authority to do so; that said vendor at the time of making this Proposal is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended or Disqualified Bidders; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full knowledge that the City of Asbury Park relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the contract for said Project.

The undersigned further warrants that should the name of the firm making this Proposal appear on the State Treasurer's List of Debarred, Suspended or Disqualified Bidders at any time prior to, and/or during the life of the contract, including the Guarantee period, the City of Asbury Park shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as vendor is subject to disbarment, suspensions and/or disqualification in contracting with the State of New Jersey, if the consultant, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed herein, and as determined according to applicable laws and regulations.

Brownfield Redevelopment Solutions, Inc., 739 Stokes Rd, Suites A & B, Medford, NJ 08055

Name and Address of Vendor

*Michele Christina*

Name and Title of Affiant: Michele Christina, Principal

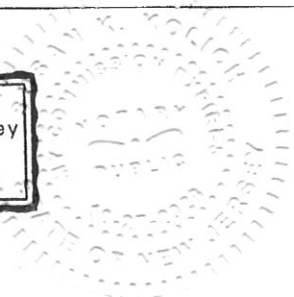
Subscribed and sworn before me on this 10th day of November, 2025 .

*Susan K. Kolich*

Notary Public of

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

SUSAN K. KOLICH  
Notary Public, State of New Jersey  
My Commission Expires  
October 27, 2029



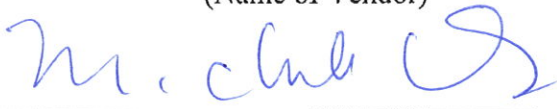
**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned vendor hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
<u>#1</u>	<u>10/22/25</u>	<u>CR</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

**If no addenda were received, initial here:** \_\_\_\_\_

Acknowledged for: Brownfield Redevelopment Solutions, Inc.  
(Name of Vendor)

By:   
(Signature of Authorized Representative)

Name: Michele Christina  
(Print or Type)

Title: Principal

Date: November 10, 2025

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

**Bidder Name:** Brownfield Redevelopment Solutions, Inc.

### Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:

X

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

### Part 2 – Additional Information

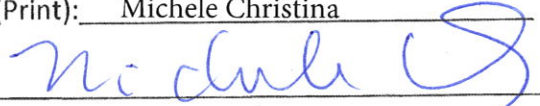
PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

### Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the City of Asbury Park is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Asbury Park to notify the City of Asbury Park in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Asbury Park that the City of Asbury Park at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Michele Christina

Title: Principal

Signature: 

Date: November 10, 2025

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN  
RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

*(Check the Appropriate Box)*

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Attach Additional Sheets If Necessary)*

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

November 10, 2025

Signature of Vendor's Authorized Representative

Date

02-0677073

Michele Christina, Principal  
Print Name and Title of Vendor's Authorized Representative  
Brownfield Redevelopment Solutions, Inc.

Vendor's FEIN

856-964-6456

Vendor's Name

Vendor's Phone Number

739 Stokes Rd, Suites A & B

732-782-0404

Vendor's Address (Street Address)

Vendor's Fax Number

Medford, NJ 08055

michele@brsinc.com

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

<sup>1</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c) of the International Financial Institutions Act 22 U.S.C. 262r(3); or (3) Any parent, successor, subunit, direct or indirect ownership or control with, any entity described in paragraph (1) or (2).


**CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM**

I hereby certify that there have been no prior or pending ethics complaints against myself and/or any member of Brownfield Redevelopment Solutions, Inc. (name of firm/company).

If any prior or pending ethics complaints exist, please cite below:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

I hereby certify that the foregoing statements made by me are true.

Signature: 

Date: November 10, 2025

Name: Michele Christina  
Title: Principal  
Name of Firm: Brownfield Redevelopment Solutions, Inc.  
Address: 739 Stokes Rd, Suites A & B  
Address: Medford, NJ 08055  
\_\_\_\_\_  
\_\_\_\_\_

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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


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

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

decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Signed: 

Print Name: Michele Christina

Name & Address of Company:  
Brownfield Redevelopment Solutions, Inc.  
739 Stokes Rd, Suites A & B  
Medford, NJ 08055

Dated: November 10, 2025

**REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS  
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

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

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

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

OR

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

OR

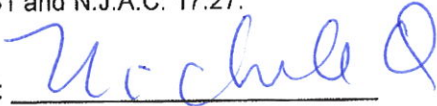
(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

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

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

COMPANY: Brownfield Redevelopment Solutions, Inc. SIGNATURE: 

PRINT NAME: Michele Christina TITLE: Principal

DATE: November 10, 2025

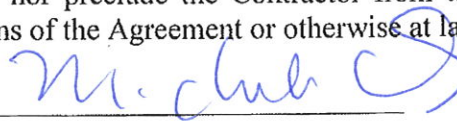
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The Contractor and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the City in any action or administrative proceeding commence pursuant to the Act. The Contractor shall indemnify, protect and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

WITNESS:       Brownfield Redevelopment Solutions, Inc.

DATED: November 10, 2025

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

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

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



November 10, 2025

Signature

Date





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** BROWNFIELD REDEVELOPMENT SOLUTIONS INC

**Trade Name:**

**Address:** PO BOX 2293  
MEDFORD LAKES, NJ 08055-1415

**Certificate Number:** 0981900

**Effective Date:** April 14, 2003

**Date of Issuance:** July 15, 2025

**For Office Use Only:**

20250715103259160

[Return](#)

Certification 37774

**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-NOV-2019** to **15-NOV-2026**

**BROWNFIELD REDEVELOPMENT  
SOLUTIONS, 739 STOKES, UNITS A &  
B  
MEDFORD NJ 08055**



*Elizabeth Maher Muoio*  
ELIZABETH MAHER MUOIO  
State Treasurer



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 11, 2026  
RESOLUTION SUMMARY

**2026-119**

Resolution Amending Resolution 2026-55, "Resolution Approving Change Order #6 And Request To Exceed 20% Change Order Threshold For Asbury Park Boardwalk Restroom Project" To Correct A Dollar Amount From \$118,307.50 To \$181,307.50. Numbers Were Transposed When Writing The Resolution.



**RESOLUTION - 2026-119**

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

**RESOLUTION AMENDING RESOLUTION 2026-55, "RESOLUTION APPROVING CHANGE ORDER #6 AND REQUEST TO EXCEED 20% CHANGE ORDER THRESHOLD FOR ASBURY PARK BOARDWALK RESTROOM PROJECT" TO CORRECT A DOLLAR AMOUNT**

**WHEREAS**, the City of Asbury Park (the “City”) previously passed Resolution 2026-55 at the City Council Meeting of January 28, 2026, entitled “Resolution Approving Change Order #6 and Request to Exceed 20% Change Order Threshold for Asbury Park Boardwalk Restroom Project”; and

**WHEREAS**, the Mayor and Council wish to amend resolution 2026-55 in accordance with the provisions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Resolution 2026-55, entitled “Resolution Approving Change Order #6 and Request to Exceed 20% Change Order Threshold for Asbury Park Boardwalk Restroom Project,” is hereby amended and supplemented as follows (additions are shown with underline and deletions are shown with ~~strikeout~~):

**WHEREAS**, the City Council of Asbury Park awarded a contract to Catel, Inc. on August 13, 2025, for the Asbury Park Boardwalk Restrooms Project via Resolution #2025-367; and

**WHEREAS**, the original contract amount approved by the City Council was in the sum of three million fifty-eight thousand four hundred dollars and zero cents (\$3,058,400.00); and

**WHEREAS**, the City has approved via Resolution 2025-423 Change Order #1 resulting in an additional amount of one hundred thirty thousand sixty-five dollars and zero cents (\$130,065.00) to the contract; and

**WHEREAS**, the City has approved via Resolution 2025-472 Change Order #2 and #3 resulting in an additional amount of one hundred fifty-seven thousand five hundred forty-five dollars and fifty-eight cents (\$157,545.58) to the contract; and

WHEREAS, the City has approved via Resolution 2025-503 Change Order #4 and #5 resulting in an additional amount of two hundred thirty-six thousand one hundred nineteen dollars and zero cents (\$236,119.00) to the contract; and

WHEREAS, the City Engineer is requesting Change Order #6 in the amount of ~~\$118,307.50~~ \$181,307.50; and

WHEREAS, Change Order #6 represents material and labor to install porcelain tile on the interior of both restroom buildings, resulting in a total increase of one hundred ~~eighteen~~ eighty-one thousand three hundred seven dollars and fifty cents (~~\$118,307.50~~) (\$181,307.50) net change to the contract; and

WHEREAS, during the course of the project, change orders 2 through 5 were unforeseen by the Contractor and Owner because they were concealed: the discovery of the buried building foundation, concrete chambers, etc., if left uncorrected, would not allow the installation of the new foundation piles and grade beams and would have rendered the project un-constructable; and

WHEREAS, the proposed change order amount, when added to the aggregate of prior change orders, causes the total value of change orders to exceed 20% of the originally awarded contract amount, thus triggering the requirements of N.J.A.C. 5:30-11.9; and

WHEREAS, the Project Manager, T&M Associates, recommends authorizing Change Order #6; and

WHEREAS, the City has reviewed and documented the necessity of this change in writing, including certification of funds availability and a statement of justification, all in accordance with applicable procurement regulations, which are attached hereto and incorporated herein by reference; and

WHEREAS, in compliance with N.J.A.C. 5:30-11.9(c), the City must authorize a written amendatory contract by formal resolution prior to execution of the corresponding change order, and the draft amendatory contract is attached hereto and incorporated herein by reference; and

WHEREAS, the City has further determined that the proposed modification necessitates a change order to reflect the actual contract amount, and the approval of Change Order #6 is necessary and appropriate.

WHEREAS, the contractor has requested a 30 calendar day extension to the contract schedule; and

WHEREAS, the city denies this request for an extension and the project will remain on the originally agreed-upon schedule; and

WHEREAS, the Chief Financial Officer has certified that funds are available in G-02-43-984-024-201 within the Grant Fund and the maximum dollar value of the pending change orders is as

set forth in this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth and State of New Jersey that this Change Order 6 shall not exceed one hundred ~~eighteen~~ eighty-one thousand three hundred seven dollars and fifty cents (~~\$118,307.50~~) (\$181,307.50).

BE IT FURTHER RESOLVED that there will be no extension to the originally agreed upon contract schedule at this point in time and the schedule of construction will remain the same.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 6 on behalf of the Governing Body.

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 the governing body shall cause to be printed once, in an official newspaper, a brief notice indicating the additional amount to be expended, the original contract price, the nature of the original and additional work, and why it is necessary to expend the additional funds and kept in the files of the City Clerk and be available for inspection by the public.

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

I, ANTHONY CUCCI, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2026-\_\_\_ which was finally adopted by the City Council at a meeting held on the \_\_\_ day of \_\_\_, 2026

CERTIFIED BY ME THIS \_\_\_ DAY OF \_\_\_, 2026.

---

Anthony Cucci, City Clerk

ANTHONY CUCCI  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 11, 2026  
RESOLUTION SUMMARY

**2026-120**

Resolution authorizing a professional service contract with Hackensack Meridian Team Health for employment exams and physicals for 2026. The approximate cost is as follows: Basic pre-employment physicals \$200, Crossing Guards \$350, DPW \$200, Police/Pre-Academy \$900 and Fire \$675.



**RESOLUTION - 2026-120**

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

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH HACKENSACK MERIDIAN TEAM HEALTH P.C. FOR EMPLOYMENT EXAMS AND PHYSICALS**

WHEREAS, the City has a need for professional service for employment exams and physicals for 2026; and

WHEREAS, the City has obtained the attached proposal from Hackensack Meridian Team Health P.C.; and

WHEREAS, the not-to-exceed cost for exams and physical services as outlined in the proposal shall not exceed \$1,200.00 per person; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in Account 6-01-20-130-000-207. The maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services related to exams and physicals to Hackensack Meridian Team Health P.C. in a not-to-exceed amount of \$1,200.00 per person; and

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



# City of Asbury Park Statement of Work (SOW)



**PREPARED FOR**

Client: City of Asbury Park  
Effective Date: 1/1/2026 - 12/31/2027

**PREPARED BY**

Name/Title: Nathalia Allen, Mgr, Program & Client Development  
Email:nathalia.allen@hmhn.org

November 6<sup>th</sup>, 2025

City of Asbury Park

1 Municipal Plaza,

Asbury Park, New Jersey 07712

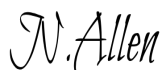
City of Asbury Park,

I am pleased to present our proposal for Occupational Medicine Services. For more than 30 years, we have been helping employers with their occupational medicine needs, ranging from pre-employment physical to Hazmat exams.

Hackensack Meridian Team Health/HM Works as one of the top providers of occupational medicine services in the state. Working with more than 800 employers our team has the experience and knowledge to help meet your needs. Hackensack Meridian Health Team Health/HM Works is the only national certified occupational medicine program in the state of New Jersey. NAOHP Certification from the National Association of Occupational Health Professionals (NAOHP). This certification confirms that the program adheres to the highest national standards for quality, safety, and operational efficiency in occupational health service delivery.

I look forward to working with you in the future. Please feel free to reach out at any time with questions or concerns.

Sincerely,



Nathalia Allen/ Mgr, Program & Client Development



SERVICES	FEE	ADDITIONAL INFORMATION
<p><b>Basic Pre-Employment Physical:</b> (for all positions not named on this SOW)</p> <p>Health History and Basic Physical includes history, vitals, height, weight, and Snellen Vision Screening</p> <p><b>Urine Substance Abuse Panel 35063N SAP 7 w/OPI+MDMA2/TS + Buprenorphine</b></p> <ul style="list-style-type: none"> <li>• Amphetamines</li> <li>• Barbiturates</li> <li>• Benzodiazepines</li> <li>• Cocaine Metabolites</li> <li>• Methadone</li> <li>• MDA-Analogues</li> <li>• Opiates</li> <li>• Oxycodones</li> <li>• Phencyclidine</li> <li>• Buprenorphine</li> </ul> <p><b>THIS PANEL DOES NOT TEST FOR Marijuana Metabolites</b></p> <p><b>Total</b></p>	<p>\$100.00</p> <p>\$100.00</p> <p>\$200.00</p>	



SERVICES	FEE	ADDITIONAL INFORMATION
<p><b>Pre-Employment DPW Physical</b></p>		
<p><b>Health History and Basic Physical*</b> includes history, vitals, height, weight, and Snellen Vision Screening</p>	\$100.00	
<p><b>Urine Substance Abuse Panel 35063N SAP 7 w/OPI+MDMA2/TS + Buprenorphine</b></p> <ul style="list-style-type: none"> <li>• Amphetamines</li> <li>• Barbiturates</li> <li>• Benzodiazepines</li> <li>• Cocaine Metabolites</li> <li>• Methadone</li> <li>• MDA-Analogues</li> <li>• Opiates</li> <li>• Oxycodones</li> <li>• Phencyclidine</li> <li>• Buprenorphine</li> </ul>	\$100.00	
<p><b>THIS PANEL DOES NOT TEST FOR Marijuana Metabolites</b></p>		
<p><b>Total</b></p>	\$200.00	



SERVICES	FEE	ADDITIONAL INFORMATION
<b>Police/ Pre-Academy Physical</b>		
<b>Health History and Basic Physical*</b> includes history, vitals, height, weight, and Snellen Vision Screening	\$100.00	
<b>Labs</b>		
• Venipuncture	\$15.00	
• Blood Sugar	\$20.00	
• Lipid B Profile	\$78.00	
• Comprehensive Metabolic Panel	\$34.00	
• Complete Blood Count	\$35.00	
• Uric Acid	\$20.00	
• Urinalysis	\$25.00	
Electrocardiogram	\$55.00	
Stress Test	\$350.00	
2 view chest x-ray	\$95.00	
Hepatitis B Antibody Titer	\$51.00	
<b>Total</b>	<b>\$878.00</b>	



SERVICES	FEE	ADDITIONAL INFORMATION
<p><b>Crossing Guard Exam</b></p> <ul style="list-style-type: none"> <li>• Occupational Physical</li> <li>• Titmus Vision Screening                             <ul style="list-style-type: none"> <li>Far distance</li> <li>Near distance</li> <li>Color</li> <li>Depth</li> <li>Peripheral</li> </ul> </li> <li>• Audiogram</li> </ul>	\$250.00	
<p><b>Urine Substance Abuse Panel 35063N SAP 7 w/OPI+MDMA2/TS + Buprenorphine</b></p> <ul style="list-style-type: none"> <li>Amphetamines</li> <li>Barbiturates</li> <li>Benzodiazepines</li> <li>Cocaine Metabolites</li> <li>Methadone</li> <li>MDA-Analogues</li> <li>Opiates</li> <li>Oxycodones</li> <li>Phencyclidine</li> <li>Buprenorphine</li> </ul>	\$100.00	
<p><b>THIS PANEL DOES NOT TEST FOR Marijuana Metabolites</b></p>		
<p><b>Total</b></p>	<b>\$350.00</b>	



SERVICES	FEE	ADDITIONAL INFORMATION
<p><b>FireFighter Medical Certification Exam</b></p> <p><b>Firefighter-focused physical exam*</b> with sleep apnea screen, cardiovascular risk stratification, body composition &amp; candidate or required document completion.</p> <ul style="list-style-type: none"> <li>● Review of OSHA Respirator Questionnaire*</li> <li>● Titmus Vision Screening                             <ul style="list-style-type: none"> <li>Far distance</li> <li>Near distance</li> <li>Color</li> <li>Depth</li> <li>Peripheral</li> </ul> </li> <li>● Blood Analysis                             <ul style="list-style-type: none"> <li>Complete Metabolic Panel</li> <li>Complete Blood Count</li> <li>Lipid Panel</li> <li>Venipuncture</li> </ul> </li> <li>● Urinalysis</li> <li>● Audiogram</li> <li>● Pulmonary Function Test (Spirometry)</li> <li>● Two View Chest X-Ray</li> <li>● Electrocardiogram</li> </ul> <p><b>Special Bundle Rate for Municipalities</b></p>	<p>\$675.00</p>	<p>This exam is in accordance with updated NFPA 1582 standards. These standards apply uniformly to both volunteer &amp; career firefighters and include all the required components for baseline surveillance for new members. Components are subject to change as NFPA 1582 standards are revised</p>



SERVICES	FEE	ADDITIONAL INFORMATION
Hepatitis B Vaccination	\$90.00 per injection +\$30.00 vaccination Administration fee per appointment	3 injections per series. After the series, our team will draw a titer (\$51.00+ \$15.00 venipuncture) to confirm immunity. If the patient does not show immunity, the series will be repeated. If the patient does not show immunity after the 2nd series, the patient will be deemed “non-responder” for Hepatitis B immunity.
OSHA Respirator Questionnaire Review*	\$25.00	The questionnaire may also be accessed through an online form at no additional Charge. If you would like to have this service set up, notify your account manager.



SERVICES	FEE	ADDITIONAL INFORMATION
<p><b>*Additional testing if medically indicated by the examining provider.</b>  <b>May consist of one, multiple, or all of the following:</b>                      Focused Physical (respirator physical)                      Pulmonary Function Test                      Electrocardiogram                      2 View Chest X-Ray                      Stress Test                      Provider-Patient Phone Interview                      Audiogram</p> <p><b>Lab Work</b></p> <ul style="list-style-type: none"> <li>• Complete Metabolic Panel</li> <li>• Complete Blood Count</li> <li>• Lipid Panel</li> <li>• HgbA1c</li> <li>• Urinalysis</li> <li>• Urine Dip</li> <li>• Venipuncture</li> </ul>	<p>\$100.00                      \$95.00                      \$55.00                      \$95.00                      \$350.00                      \$25.00                      \$75.00</p> <p>\$34.00                      \$35.00                      \$78.00                      \$32.00                      \$25.00                      \$10.00                      \$15.00</p>	
<p>Department of Transportation Exam* (DOT/CDL)</p>	<p>\$110.00</p>	
<p>Breath Alcohol Testing                      Breath Alcohol Confirmation</p>	<p>\$25.00                      \$35.00</p>	



SERVICES	FEE	ADDITIONAL INFORMATION
<p>DOT-Regulated Urine Substance Abuse Panel</p> <ul style="list-style-type: none"> <li>• Amphetamines</li> <li>• MDA- Analogues</li> <li>• Cocaine Metabolites</li> <li>• Opiates</li> <li>• 6-Acetylmorphine</li> <li>• Opiates (semi-synthetic)</li> <li>• Oxycodones</li> <li>• Phencyclidine</li> <li>• Marijuana Metabolites</li> </ul>	<p>\$100.00</p>	
<p>Workers' Compensation</p>		<p>HMH is on par with Workers' Compensation insurance in the state of NJ.</p>

## HACKENSACK MERIDIAN TEAM HEALTH/HM WORKS STATEMENT OF WORK (SOW)

This statement of work/proposal is based on our understanding of our client's expressed needs and will be effective upon full execution. Hackensack Meridian Team Health/HM Works is not limited to these services and can customize services as needed.

Client understands that the fees listed above are subject to revision by (i) the parties mutual written agreement; or (ii) Hackensack Meridian Team Health/HM Works providing at least thirty (30) days written notice to Client of any revisions to the fees.

Before signing the SOW the client must ensure all information is correct, if changes are needed contact your account specialist. Attached is a list of the current Hackensack Meridian Team Health/HM Works clinics.

The prices above are for services rendered by Hackensack Meridian Team Health/HM Works. The Client will be invoiced for services rendered. Should the Client require additional services not listed above the Client shall be billed at the Provider's usual and customary fees for additional services rendered. Rates cannot be discounted by the Client or any agent of the Client. Agents of the Client include, but are not limited to insurance companies, third-party administrators (TPAs), and managed care organizations (MCOs).

This agreement is not intended to create any relationship between the parties other than that of independent entities, contracted solely for the purposes expressed in this agreement. The jurisdiction governing the parties shall be that of the State of New Jersey. This Agreement constitutes the sole agreement of the parties and supersedes any and all prior understandings, written or oral agreements between the parties with respect to its subject matter.

The Parties hereto have executed this Statement of Work - Services and Fees, intending to be legally bound by it as of the date and year set forth below.

**City of Asbury Park**

**By:**

**Hackensack Meridian Team Health, PC d/b/a HM Works**

**By:**

**Print Name:**

**Print Name:** Sonya Ferreira

**Title:**

**Title:** VP, HMM Team Health

**Date:**

**Date:**

## Hackensack Meridian Team Health/HM Works Clinic Locations

### CLIFTON

1 Metro Blvd., Suite 2C  
Clifton, NJ 07014  
P 551-996-8686  
F 551-996-2632  
Mon. thru Fri. 7:30 a.m. – 4 p.m.  
HMTeamHealthClifton@HMHN.org

### PLEASE NOTE:

All locations share electronic medical records. You may use any of the locations listed for employee care. Be sure to call the clinic of your choice directly to schedule.



### HOLMDEL

100 Commons Way Suite 160  
Holmdel, NJ 07733  
P 732-450-2930  
F 732-450-2931  
Mon. thru Fri. 7:30 a.m. – 4 p.m.  
HMTeamHealthHolmdel@HMHN.org

### ISELIN

742 Route 1 North  
Iselin, NJ 08830  
P 732-362-3871  
F 732-362-3873  
Mon. thru Fri. 8 a.m. – 4:30 p.m.  
HMTeamHealthIselin@HMHN.org

### NEPTUNE

2441 Hwy 33  
Neptune, NJ 07753  
P 732-776-4251  
F 732-776-4210  
Mon. thru Fri. 7:30 a.m. – 4 p.m.  
HMTeamHealthNeptune@hmhn.org

### TOMS RIVER

1430 Hooper Ave - 2nd Floor  
Toms River, NJ 08753  
P 732-557-0700  
F 732-557-9159  
Mon. thru Fri. 8 a.m. – 4:30 p.m.  
HMTeamHealthTomsRiver@hmhn.org





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 11, 2026  
RESOLUTION SUMMARY

**2026-121**

Payment of Bills \$3,954,008.38



**RESOLUTION - 2026-121**

**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 \$3,954,008.38

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	\$ <u>3,954,008.38</u>
TOTAL VOUCHERS	\$ <u>3,954,008.38</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 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



Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Department:DIRECTOR OF COMMUNICATIONS

Extd:DIRECTOR OF COMMUNICATIONS

5-01-20-151-000-203 DIRECTOR OF COMMUNICATIONS Calendar

CRAPRI	CRAFTMASTER PRINTING, INC.	25-03806	2026 Calendar Print-Layout			\$7,418.66	\$0.00	
<b>Extd Total: DIRECTOR OF COMMUN</b>						<b>\$7,418.66</b>		
<b>Department Total: DIRECTOR OF C</b>						<b>\$7,418.66</b>		

Department:LEGAL SERVICES

Extd:LEGAL SERVICES

5-01-20-155-000-209 LEGAL SERVICES Fees

MARFAL	MARAZITI FALCON, LLP	26-00166	Professional Services Rendered			\$717.50	\$0.00	
DILWO005	DILWORTH PAXSON, LLP	26-00205	Invoice 639396 Redevelopment			\$192.50	\$0.00	
RAINO005	RAINONE COUGHLIN MINCHELLO	26-00273	Invoice 25335 December Fees			\$1,794.00	\$0.00	
						<b>\$2,704.00</b>		
<b>Extd Total: LEGAL SERVICES</b>						<b>\$2,704.00</b>		
<b>Department Total: LEGAL SERVICE:</b>						<b>\$2,704.00</b>		

Department:ENGINEER SERV

Extd:ENGINEERING SERVICES

5-01-20-165-000-209 ENGINEERING SERVICES Fees

FREPAR	FRENCH & PARRELLO, PA	25-00822	LSRP SERVICES AT DPW GARAGE			\$1,435.00	\$0.00	B
TMASSO	T & M ASSOCIATES	26-00306	SE500902 General Engineering			\$4,256.00	\$0.00	
						<b>\$5,691.00</b>		
<b>Extd Total: ENGINEERING SERVICE</b>						<b>\$5,691.00</b>		
<b>Department Total: ENGINEER SERV</b>						<b>\$5,691.00</b>		
<b>CAFR Total:</b>						<b>\$39,205.86</b>		

Department:POLICE

Extd:POLICE DEPARTMENT

5-01-25-240-000-222 POLICE Training

JOSPAN	PANGARO TRAINING & MANAGEM	26-00190	Liquor License Invest training			\$189.00	\$0.00	
<b>Extd Total: POLICE DEPARTMENT</b>						<b>\$189.00</b>		
<b>Department Total: POLICE</b>						<b>\$189.00</b>		

Department:FIRE DEPT.

Extd:FIRE DEPARTMENT

5-01-25-265-000-206 FIRE DEPT. Purchase of Equipment

APPBRO	APPLIANCE BROKERS OF ASBURY	25-03894	NEW FIRE HOUSE WASHER & DRYER			\$3,346.00	\$0.00	
5-01-25-265-000-222 FIRE DEPT. Training								

Budget Account		Description				
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
5-01-25-265-000-222	FIRE DEPT. Training		Account Continued			
ASHIA005	ASHI ACQUISITION COMPANY	25-03448	QUOTE #191077 - CPR CERTS	\$90.00	\$0.00	
5-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	25-02325	QUOTE#113723 MASIMO RD SET	\$337.60	\$0.00	
VERALP	V.E. RALPH & SON, INC.	25-03672	QUOTE# 115202 - BP MACHINE	\$4,051.75	\$0.00	
				<b>\$4,389.35</b>		
5-01-25-265-000-299	FIRE DEPT. Shirts/patches					
INTIMP	INITIAL IMPACT	26-00120	INV#34952 - POLOS, SWEATSHIRTS	\$345.00	\$0.00	
	<b>Extd Total: FIRE DEPARTMENT</b>			<b>\$8,170.35</b>		
	<b>Department Total: FIRE DEPT.</b>			<b>\$8,170.35</b>		
Department:PROSECUTOR						
Extd:MUNICIPAL PROSECUTOR						
5-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	26-00274	prosecutor dec 2025	\$4,550.00	\$0.00	
	<b>Extd Total: MUNICIPAL PROSECUT</b>			<b>\$4,550.00</b>		
	<b>Department Total: PROSECUTOR</b>			<b>\$4,550.00</b>		
	<b>CAFR Total:</b>			<b>\$12,909.35</b>		
Department:STREETS & ROAD						
Extd:STREETS & ROADS MAINTENANCE						
5-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
CENTJER	CENTRAL JERSEY EQUIPMENT, LL	25-00844	VARIOUS PARTS BLANKET	\$1,344.51	\$0.00	B
ATLLOK	ATLANTIC LOCK & SAFE	25-02889	VARIOUS PARTS BLANKET	\$257.50	\$0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	25-03357	VARIOUS PARTS BLANKET	\$2,213.84	\$0.00	B
				<b>\$3,815.85</b>		
5-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
JCCON	J.C. CONTRACTING, INC.	26-00069	traffic signal Kingsley & 3rd	\$6,233.00	\$0.00	
GREGTORO	Greg Toro	26-00264	reimbursement banner permit	\$235.79	\$0.00	
				<b>\$6,468.79</b>		
	<b>Extd Total: STREETS &amp; ROADS MAI</b>			<b>\$10,284.64</b>		
	<b>Department Total: STREETS &amp; ROAI</b>			<b>\$10,284.64</b>		
Department:SOLID WASTE						
Extd:SOLID WASTE COLLECTION						
5-01-26-305-000-209	SOLID WASTE Fees					
DELDEM	DELISA DEMOLITION, INC.	25-03905	tipping fees Dec. 1-15, 2025	\$29,228.20	\$0.00	
DELDEM	DELISA DEMOLITION, INC.	25-03914	haul fee const./bulk 20yd	\$1,018.44	\$0.00	
DELDEM	DELISA DEMOLITION, INC.	25-03919	haul fee 20yd. const./bulk	\$1,010.18	\$0.00	
COUMON	COUNTY OF MONMOUTH	26-00104	Use of Reclamation Center Dec.	\$2,583.94	\$0.00	
				<b>\$33,840.76</b>		
	<b>Extd Total: SOLID WASTE COLLEC1</b>			<b>\$33,840.76</b>		

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
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5-01-26-305-000-209 SOLID WASTE Fees Account Continued

Department Total: SOLID WASTE \$33,840.76  
 CAFR Total: \$44,125.40

Department:PUBLIC ASST  
 Extd:SOCIAL SERVICES:

5-01-27-345-000-218 SOCIAL SERVICES Contract Services

VISNUR VISITING NURSES ASSN. OF CENT 26-00221 Nursing Services October 2025 \$9,916.67 \$0.00

Extd Total: SOCIAL SERVICES: \$9,916.67  
 Department Total: PUBLIC ASST \$9,916.67  
 CAFR Total: \$9,916.67

Department:LIGHTING  
 Extd:LIGHT,HEAT,POW

5-01-31-435-435-299 LIGHT, HEAT & POWER Misc.

NJNATU N.J. NATURAL GAS CO. 26-00238 Various Accounts 12/15-1/13 \$20,282.99 \$0.00  
 NJNATU N.J. NATURAL GAS CO. 26-00266 VARIOUS ACCOUNTS 12/15-1/13 \$67.01 \$0.00  
 NJNATU N.J. NATURAL GAS CO. 26-00287 #22-0022-4650-94 12/15-1/13 \$1,700.00 \$0.00  
**\$22,050.00**

Extd Total: LIGHT,HEAT,POW \$22,050.00

Extd:STREET/TRAFFIC

5-01-31-435-436-299 STREET&TRAFFIC LIGHTING Misc.

JCPL JCPL 26-00204 Various Accounts 12/19-1/19 \$3,644.58 \$0.00  
 JCPL JCPL 26-00269 Various Accounts 12/23-1/22 \$15,697.09 \$0.00  
**\$19,341.67**

Extd Total: STREET/TRAFFIC \$19,341.67  
 Department Total: LIGHTING \$41,391.67

Department:TELEPHONE  
 Extd:TELEPHONE

5-01-31-440-000-299 TELEPHONE Misc.

ATLLC AT&T MOBILITY LLC 26-00261 #287284651437 12/12-1/11 \$1,163.64 \$0.00  
 ATLLC AT&T MOBILITY LLC 26-00262 #287284936037 12/12-1/11 \$1,724.64 \$0.00  
**\$2,888.28**

Extd Total: TELEPHONE \$2,888.28  
 Department Total: TELEPHONE \$2,888.28  
 CAFR Total: \$44,279.95

Department:MUNIC COURT  
 Extd:MUNICIPAL COURT

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
5-01-43-490-000-245	MUNIC COURT Interpreter							
		BEACRA	BEATRIZ C. CRANEY	26-00082	spanish interpreting court	\$350.00	\$0.00	
	<b>Extd Total: MUNICIPAL COURT</b>					<b>\$350.00</b>		
	<b>Department Total: MUNIC COURT</b>					<b>\$350.00</b>		
	<b>CAFR Total:</b>					<b>\$350.00</b>		
	<b>Fund Total: CURRENT</b>					<b>\$150,787.23</b>		

Fund:TRANSPORTATION UTILITY: BUDGET:

Department:UTILITY OE

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

5-06-55-502-000-210	TRANS.UTILITY O/E: Signs							
		GLESUP	GLENCO SUPPLY INC.	25-03138	Flashing Stop Signs MemorialDr	\$4,300.00	\$0.00	
5-06-55-502-000-219	TRANS.UTILITY O/E: Traffic Signals							
		INTTRA	INTELLIGENT TRAFFIC SUPPLY	25-03764	Asbury&Kingsley Signal Parts	\$2,810.00	\$0.00	
		INTTRA	INTELLIGENT TRAFFIC SUPPLY	25-03765	7th&Kingsley Signal Parts	\$2,885.00	\$0.00	
		INTTRA	INTELLIGENT TRAFFIC SUPPLY	25-03766	Traffic Signal Stock Parts	\$9,984.00	\$0.00	
						<b>\$15,679.00</b>		

5-06-55-502-000-220	TRANS.UTILITY O/E: Utilities							
		NJNATU	N.J. NATURAL GAS CO.	26-00266	VARIOUS ACCOUNTS 12/15-1/13	\$55.83	\$0.00	
5-06-55-502-000-228	TRANS.UTILITY O/E: Engineering Fees							
		WBMASON	W.B.MASON CO., INC.	25-03795	Drafting Equipment	\$941.04	\$0.00	
	<b>Extd Total: TRANS.UTILITY O/E: OTI</b>					<b>\$20,975.87</b>		
	<b>Department Total: UTILITY OE</b>					<b>\$20,975.87</b>		
	<b>CAFR Total:</b>					<b>\$20,975.87</b>		
	<b>Fund Total: TRANSPORTATION UTII</b>					<b>\$20,975.87</b>		

Fund:SEWER UTILITY: BUDGET:

Department:UTILITY OE

Extd:SEWER UTILITY O/E: OTHER EXPENSES:

5-07-55-502-000-211	SEWER UTILITY O/E: Light & Power							
		NJNATU	N.J. NATURAL GAS CO.	26-00238	Various Accounts 12/15-1/13	\$16,227.97	\$0.00	
5-07-55-502-000-218	SEWER UTILITY O/E: Contract Services							
		LYONS005	LYONS ENVIRONMENTAL SERVICE	26-00022	BOD5,TSS Testing Oct. 2025	\$4,789.00	\$0.00	
	<b>Extd Total: SEWER UTILITY O/E: OT</b>					<b>\$21,016.97</b>		
	<b>Department Total: UTILITY OE</b>					<b>\$21,016.97</b>		

Department:SEWER ACCTS.PAYABLE

Extd:SEWER ACCTS.PAYABLE

5-07-55-526-000-000	SEWER ACCTS.PAYABLE							
		CDMSM005	CDM SMITH INC.	23-03150	WWTP PHASE I DESIGN SERVICES	\$61,297.90	\$0.00	B
	<b>Extd Total: SEWER ACCTS.PAYABLE</b>					<b>\$61,297.90</b>		

Budget Account		Description		Amount	Void Amount	P.O. Type
Vendor Id	Vendor Name	P.O. Id	P.O. Description			
5-07-55-526-000-000	SEWER ACCTS.PAYABLE		Account Continued			
<b>Department Total: SEWER ACCTS.P</b>				<b>\$61,297.90</b>		
<b>CAFR Total:</b>				<b>\$82,314.87</b>		
<b>Fund Total: SEWER UTILITY: BUDG</b>				<b>\$82,314.87</b>		
<b>Year Total:</b>				<b>\$254,077.97</b>		
Fund:CURRENT						
Department:ADMINISTRATION						
Extd:ADMINISTRATION						
6-01-20-100-000-202	ADMINISTRATION Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	26-00214	Business Cards	\$45.00	\$0.00	
6-01-20-100-000-207	ADMINISTRATION Contractual					
GEECHA	GEESE CHASERS, LLC	26-00171	1ST QTR 2026 CLEARING AND	\$758.35	\$0.00	B
GEECHA	GEESE CHASERS, LLC	26-00172	1ST QTR 2026 CLEARING AND	\$1,516.66	\$0.00	B
DIFFE005	EB EMPLOYEE SOLUTIONS LLC	26-00255	Invoice 145477-AF Jan. 2026	\$84.05	\$0.00	
				<b>\$2,359.06</b>		
<b>Extd Total: ADMINISTRATION</b>				<b>\$2,404.06</b>		
<b>Department Total: ADMINISTRATION</b>				<b>\$2,404.06</b>		
Department:MUNIC CLERK						
Extd:MUNICIPAL CLERK						
6-01-20-120-000-212	MUNICIPAL CLERK Dues,Licenses					
REGASO	REGISTRARS' ASSOCIATION OF NJ	26-00164	#15308 & #15666 Membership due	\$50.00	\$0.00	
MUNCLR	MUNICIPAL CLERK'S ASSOC.OF MC	26-00165	2026 Membership Dues	\$200.00	\$0.00	
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	26-00167	Membership Dues Inv. #13MLK26	\$1,296.00	\$0.00	
				<b>\$1,546.00</b>		
6-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA	THE NEW COASTER, LLC	26-00219	Ad #s 11805 #11768 #11766	\$92.24	\$0.00	
NJADV	NJ ADVANCE MEDIA LLC	26-00237	#2440 2026 Meeting dates	\$180.10	\$0.00	
GANNE005	GANNETT NEW YORK/NEW JERSEY	26-00280	ads ending in #0328 #6294	\$121.92	\$0.00	
				<b>\$394.26</b>		
6-01-20-120-000-238	MUNICIPAL CLERK Contractual					
EDMASS	EDMUNDS GOVTECH, INC.	26-00018	Finance Super Suite Maint.	\$1,220.67	\$0.00	
<b>Extd Total: MUNICIPAL CLERK</b>				<b>\$3,160.93</b>		
<b>Department Total: MUNIC CLERK</b>				<b>\$3,160.93</b>		
Department:FINANCE						
Extd:FINANCIAL ADMINISTRATION						
6-01-20-130-000-204	FINANCE Outside Services					
MCELW005	McElwee & Quinn LLC	26-00153	25-725 Printing of BAN POS	\$2,000.00	\$0.00	
6-01-20-130-000-206	FINANCE Copier					
MUNCAP	MUNICIPAL CAPITAL CORPORATIO	26-00197	#40129868 CONTRACT PMT 5 OF 60	\$203.10	\$0.00	

Budget Account	Description						
Vendor Id	Vendor Name	P.O. Id	P.O. Description		Amount	Void Amount	P.O. Type
6-01-20-130-000-206	FINANCE Copier		Account Continued				
ATLTOM	ATLANTIC TOMORROWS OFFICE	26-00272	#13309-04 1/1/26-12/31/26		\$551.00	\$0.00	
					<b>\$754.10</b>		
6-01-20-130-000-209	FINANCE Fees						
EDMASS	EDMUNDS GOVTECH, INC.	26-00018	Finance Super Suite Maint.		\$6,710.58	\$0.00	
6-01-20-130-000-212	FINANCE Dues,Subscript.						
MONTAX01	MONMOUTH & OCEAN COUNTIES	26-00208	2026 MEMBERSHIP DUES T LIZARDI		\$80.00	\$0.00	
	<b>Extd Total: FINANCIAL ADMINISTR</b>				<b>\$9,544.68</b>		
	<b>Department Total: FINANCE</b>				<b>\$9,544.68</b>		
Department:COMPUTER MIS							
Extd:COMPUTERIZED DATA PROCESSING							
6-01-20-140-000-219	COMPUTER DATA PROC. Equipment						
AMAZO005	AMAZON.COM SERVICES	26-00106	Batteries AA/AAA		\$47.98	\$0.00	
	<b>Extd Total: COMPUTERIZED DATA F</b>				<b>\$47.98</b>		
	<b>Department Total: COMPUTER MIS</b>				<b>\$47.98</b>		
Department:TAX REV ADMIN							
Extd:TAX REVENUE ADMINISTRATION							
6-01-20-145-000-206	TAX REV ADMIN Purchase Equipment						
GREFIN	GREATAMERICA FINANCIAL SVCS.	26-00259	FOLDING MACHINE JANUARY 2026		\$389.00	\$0.00	
6-01-20-145-000-209	TAX REV ADMIN Fees						
EDMASS	EDMUNDS GOVTECH, INC.	26-00018	Finance Super Suite Maint.		\$6,207.28	\$0.00	
6-01-20-145-000-222	TAX REV ADMIN Training						
MONTAX01	MONMOUTH & OCEAN COUNTIES	26-00182	SCHNURR & MARTUSCELLI DUES		\$160.00	\$0.00	
	<b>Extd Total: TAX REVENUE ADMINIS</b>				<b>\$6,756.28</b>		
	<b>Department Total: TAX REV ADMIN</b>				<b>\$6,756.28</b>		
	<b>CAFR Total:</b>				<b>\$21,913.93</b>		
Department:Planning Department							
Extd:Planning Department							
6-01-21-179-000-207	PLANNING DEPT. Training/Cert.						
NJPLAN	THE NJ PLANNING OFFICIALS,INC.	26-00199	Training for new ZBA Members		\$290.00	\$0.00	
	<b>Extd Total: Planning Department</b>				<b>\$290.00</b>		
	<b>Department Total: Planning Departn</b>				<b>\$290.00</b>		
	<b>CAFR Total:</b>				<b>\$290.00</b>		
Department:CODE ENFORCE							
Extd:CODE ENFORCEMENT AND ADMIN.							
6-01-22-195-000-203	CODE ENFORCEMENT Contractual						
EDMASS	EDMUNDS GOVTECH, INC.	26-00018	Finance Super Suite Maint.		\$2,848.23	\$0.00	
	<b>Extd Total: CODE ENFORCEMENT A</b>				<b>\$2,848.23</b>		

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
6-01-22-195-000-203	CODE ENFORCEMENT Cor				Account Continued			

**Department Total: CODE ENFORCE** **\$2,848.23**

Department:CONST CODE  
Extd:CONSTRUCTION CODE OFFICIAL

6-01-22-200-000-205	CONST CODE Dues/Subscriptions							
CONPER	MON. OCEAN TECHNICAL ASSISTANTS	26-00283	ANNUAL DUES			\$30.00	\$0.00	
NJSTPL	NJ STATE PLUMBING INSPECTORS	26-00309	ANNUAL DUES PHIL PRICE			\$75.00	\$0.00	
						<b>\$105.00</b>		

**Extd Total: CONSTRUCTION CODE** **\$105.00**

**Department Total: CONST CODE** **\$105.00**

**CAFR Total:** **\$2,953.23**

Department:POLICE  
Extd:POLICE DEPARTMENT

6-01-25-240-000-222	POLICE Training							
LEADI005	L.E.A.D. INC.	26-00177	Lead-Conference/Training			\$284.78	\$0.00	
COPS0005	COPS	26-00188	Patrol interview tactics			\$358.00	\$0.00	
JOHNEREI	JOHN E REID & ASSOCIATES, INC.	26-00189	4 day training S. Griffith			\$655.00	\$0.00	
						<b>\$1,297.78</b>		

**Extd Total: POLICE DEPARTMENT** **\$1,297.78**

**Department Total: POLICE** **\$1,297.78**

Department:FIRE DEPT.  
Extd:FIRE DEPARTMENT

6-01-25-265-000-203	FIRE DEPT. Motor Vehicle							
FISONS	FIS on Site Service LLC	26-00073	Blanket PO not to Exceed			\$1,165.13	\$0.00	B
6-01-25-265-000-212	FIRE DEPT. Dues,Licenses,Subscriptions							
MONFIR	M.C. FIRE PREVENTION AND	26-00248	2026 RENEWAL K. KEDDY/T. GATES			\$60.00	\$0.00	
6-01-25-265-000-214	FIRE DEPT. Building Maintenance							
TRESTA	TREASURER, STATE OF NJ	26-00234	REG#1303-00220-001; IN#4451066			\$76.00	\$0.00	
6-01-25-265-000-261	FIRE DEPT. Software							
KNOCOM	KNOX COMPANY	26-00151	Quote#: QT-KA-72055			\$721.00	\$0.00	

**Extd Total: FIRE DEPARTMENT** **\$2,022.13**

**Department Total: FIRE DEPT.** **\$2,022.13**

**CAFR Total:** **\$3,319.91**

Department:STREETS & ROAD  
Extd:STREETS & ROADS MAINTENANCE

6-01-26-290-000-202	STREETS & ROAD Office Supplies							
WBMASON	W.B.MASON CO., INC.	26-00071	VARIOUS OFFICE SUPPLIES			\$752.13	\$0.00	

Budget Account		Description		Amount	Void Amount	P.O. Type
Vendor Id	Vendor Name	P.O. Id	P.O. Description			
6-01-26-290-000-203	STREETS & ROAD		Motor Vehicle			
EASAUT	EASTERN AUTOPARTS WAREHOUSE	26-00001	VARIOUS PART - BLANKET PO	\$2,973.76	\$0.00	B
THEHAR	THE HARDWARE STORE	26-00058	MECHANICS VARIOUS PART BLANKET	\$21.99	\$0.00	B
HUDSO005	HUDSON COUNTY MOTORS, INC.	26-00060	VARIOUS PARTS BLANKET	\$629.12	\$0.00	B
HUNJER	HUNTER JERSEY PETERBILT	26-00061	VARIOUS PARTS BLANKET	\$488.45	\$0.00	B
SEAFOR	SEA BREEZE FORD INC.	26-00229	APPD CAR#47 KIT-JET	\$18.36	\$0.00	
				<b>\$4,131.68</b>		
6-01-26-290-000-218	STREETS & ROAD		Contract.Serv.			
LORCO	LORCO PETROLEUM SERVICES	26-00200	used oil disposal	\$120.00	\$0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	26-00215	1.05 tons hot patch @76.77/ton	\$80.61	\$0.00	
JAMES015	JAMES FARLEY	26-00228	Boot reimbursement 2026	\$199.99	\$0.00	
CINCOR	CINTAS CORPORATION NO 2	26-00253	replacement first -aid cabinet	\$145.93	\$0.00	
BRAIN005	BRIAN KIDDIE	26-00300	boot reimbursement 2026	\$149.99	\$0.00	
				<b>\$696.52</b>		
<b>Extd Total: STREETS &amp; ROADS MAI</b>				<b>\$5,580.33</b>		
<b>Department Total: STREETS &amp; ROA</b>				<b>\$5,580.33</b>		
Department:SOLID WASTE						
Extd:SOLID WASTE COLLECTION						
6-01-26-305-000-209	SOLID WASTE		Fees			
DELDEM	DELISA DEMOLITION, INC.	26-00231	haul fee, const/bulk	\$2,630.58	\$0.00	
DELDEM	DELISA DEMOLITION, INC.	26-00250	tipping fees Jan 1 thru 15,2026	\$27,357.79	\$0.00	
				<b>\$29,988.37</b>		
6-01-26-305-000-218	SOLID WASTE		Contract.Serv.			
DELDEM	DELISA DEMOLITION, INC.	26-00201	Monthly billing Feb. 2026	\$79,166.67	\$0.00	
DELDEM	DELISA DEMOLITION, INC.	26-00212	monthly service 1/1-1/31/2026	\$79,166.67	\$0.00	
				<b>\$158,333.34</b>		
<b>Extd Total: SOLID WASTE COLLEC1</b>				<b>\$188,321.71</b>		
<b>Department Total: SOLID WASTE</b>				<b>\$188,321.71</b>		
Department:BUILDING & GND						
Extd:BUILDINGS & GROUNDS						
6-01-26-310-000-218	BUILDING & GND		Contract.Serv.			
NJFIR005	NJ FIRE & SECURITY ALARM CO.	26-00004	ANNUAL FIRE ALARM INSPECTION	\$700.00	\$0.00	
GUARD010	GUARDIAN PEST CONTROL	26-00232	pest control APFD	\$695.00	\$0.00	
				<b>\$1,395.00</b>		
<b>Extd Total: BUILDINGS &amp; GROUNDS</b>				<b>\$1,395.00</b>		
<b>Department Total: BUILDING &amp; GND</b>				<b>\$1,395.00</b>		
<b>CAFR Total:</b>				<b>\$195,297.04</b>		

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
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## Extd: SOCIAL SERVICES:

6-01-27-345-000-299 SOCIAL SERVICES Misc.

WEGMA005 WEGMANS FOOD MARKETS, INC 26-00233 food for storm prep \$148.65 \$0.00

**Extd Total: SOCIAL SERVICES: \$148.65****Department Total: PUBLIC ASST \$148.65**

Department: SENIOR CENTER

Extd: SENIOR CENTER

6-01-27-350-000-202 SENIOR CENTER Util. and Service Contr.

OPTIMUM OPTIMUM 26-00310 Cable #07866-196932-01-7 \$9.38 \$0.00

**Extd Total: SENIOR CENTER \$9.38****Department Total: SENIOR CENTER \$9.38****CAFR Total: \$158.03**

Department: RECREATION

Extd: RECREATION SERVICES &amp; PROGRAM

6-01-28-370-000-290 RECREATION Programs/Activities

ATTHE005 AT THE TABLE 2, LLC 26-00209 annual black history event \$12,473.00 \$0.00

**Extd Total: RECREATION SERVICES \$12,473.00****Department Total: RECREATION \$12,473.00****CAFR Total: \$12,473.00**

Department: LIGHTING

Extd: LIGHT, HEAT, POW

6-01-31-435-435-299 LIGHT, HEAT &amp; POWER Misc.

JCPL JCPL 26-00267 Various Accounts 12/22-1/21 \$693.37 \$0.00

JCPL JCPL 26-00269 Various Accounts 12/23-1/22 \$2,733.35 \$0.00

NJNATU N.J. NATURAL GAS CO. 26-00287 #22-0022-4650-94 12/15-1/13 \$1,885.21 \$0.00

JCPL JCPL 26-00288 Various Accounts 12/22-1/21 \$48.73 \$0.00

JCPL JCPL 26-00305 Various Accounts 12/24-1/23 \$11,700.53 \$0.00

**\$17,061.19****Extd Total: LIGHT, HEAT, POW \$17,061.19**

Extd: STREET/TRAFFIC

6-01-31-435-436-299 STREET &amp; TRAFFIC LIGHTING Misc.

JCPL JCPL 26-00267 Various Accounts 12/22-1/21 \$2,369.46 \$0.00

JCPL JCPL 26-00269 Various Accounts 12/23-1/22 \$1,856.39 \$0.00

JCPL JCPL 26-00288 Various Accounts 12/22-1/21 \$1,410.44 \$0.00

JCPL JCPL 26-00305 Various Accounts 12/24-1/23 \$1,744.80 \$0.00

**\$7,381.09****Extd Total: STREET/TRAFFIC \$7,381.09**

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 LIGHTIN		Account Continued			
<b>Department Total: LIGHTING</b>				<b>\$24,442.28</b>		
Department:GASOLINE						
Extd:GASOLINE						
6-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	26-00252	704.3 gallons diesel fuel	\$6,881.10	\$0.00	
<b>Extd Total: GASOLINE</b>				<b>\$6,881.10</b>		
<b>Department Total: GASOLINE</b>				<b>\$6,881.10</b>		
<b>CAFR Total:</b>				<b>\$31,323.38</b>		
Department:MUNIC COURT						
Extd:MUNICIPAL COURT						
6-01-43-490-000-212	MUNIC COURT Dues,Subscript.					
JOAPIL	JOANNE PILLIOD	26-00170	recertification fee	\$25.00	\$0.00	
6-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	26-00169	in person court interpreting	\$315.00	\$0.00	
6-01-43-490-000-246	MUNIC COURT Postage					
GREFIN	GREATAMERICA FINANCIAL SVCS.	26-00210	mail machine 1/6-2/5/26	\$189.00	\$0.00	
GREFIN	GREATAMERICA FINANCIAL SVCS.	26-00211	mail machine 2/6-3/5/2026	\$189.00	\$0.00	
				<b>\$378.00</b>		
<b>Extd Total: MUNICIPAL COURT</b>				<b>\$718.00</b>		
<b>Department Total: MUNIC COURT</b>				<b>\$718.00</b>		
<b>CAFR Total:</b>				<b>\$718.00</b>		
CAFR:CURRENT FUND NON BUDGET ACCTS:						
Department:TAXES PAYABLE:						
Extd:TAXES PAYABLE:						
6-01-55-001-000-002	County Taxes Payable					
COUMON	COUNTY OF MONMOUTH	26-00191	1st Qtr 2026 County Taxes	\$1,757,451.90	\$0.00	
6-01-55-001-000-005	PILOT \$ DUE TO COUNTY					
TRECTY	TREASURER CTY OF MONMOUTH	26-00092	4th Q 2025 Pilots	\$71,409.78	\$0.00	
6-01-55-001-000-006	CTY.TAXES ADDED/OMITTED					
COUMON	COUNTY OF MONMOUTH	26-00192	Added/Omitted County Taxes	\$44,263.46	\$0.00	
6-01-55-001-000-028	Refund of Prior Year Revenue					
JUNTA005	Jun Tao Li	26-00132	Refund of Overpayment of	\$320.00	\$0.00	
<b>Extd Total: TAXES PAYABLE:</b>				<b>\$1,873,445.14</b>		
<b>Department Total: TAXES PAYABLE:</b>				<b>\$1,873,445.14</b>		
<b>CAFR Total: CURRENT FUND NON I</b>				<b>\$1,873,445.14</b>		
<b>Fund Total: CURRENT</b>				<b>\$2,141,891.66</b>		

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

Extd:BEACH UTILITY O/E: OTHER EXPENSES:

6-05-55-502-000-211	BEACH UTILITY O/E: Light & Power	JCPL	JCPL	26-00305	Various Accounts 12/24-1/23	\$591.87	\$0.00	
6-05-55-502-000-218	BEACH UTILITY O/E: Tools	OPTIMUM	OPTIMUM	26-00243	monthly service Beach	\$119.40	\$0.00	
<b>Extd Total: BEACH UTILITY O/E: OT</b>						<b>\$711.27</b>		
<b>Department Total: UTILITY OE</b>						<b>\$711.27</b>		
<b>CAFR Total:</b>						<b>\$711.27</b>		
<b>Fund Total: BEACH</b>						<b>\$711.27</b>		

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	USABLU	USA BLUEBOOK	26-00194	Chlorine standards (lab)	\$276.45	\$0.00	
6-07-55-502-000-209	SEWER UTILITY O/E: Fees	EDMASS	EDMUNDS GOVTECH, INC.	26-00018	Finance Super Suite Maint.	\$2,992.22	\$0.00	
6-07-55-502-000-218	SEWER UTILITY O/E: Contract Services	SECWOR	SECURITY WORLD INC.	26-00053	contract 1/1-12/31/2026	\$3,600.00	\$0.00	
<b>Extd Total: SEWER UTILITY O/E: OT</b>						<b>\$6,868.67</b>		
<b>Department Total: UTILITY OE</b>						<b>\$6,868.67</b>		
<b>CAFR Total:</b>						<b>\$6,868.67</b>		
<b>Fund Total: SEWER UTILITY: BUDGI</b>						<b>\$6,868.67</b>		
<b>Year Total:</b>						<b>\$2,149,471.60</b>		

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	\$9,334.02	\$0.00	B
		PKFOC005	PKF O'CONNOR DAVIES, LLP	26-00196	2025 BAN Sale Fees	\$2,089.32	\$0.00	
						<b>\$11,423.34</b>		
<b>Extd Total: Odr. 2018-57 Acq.Prop./C</b>						<b>\$11,423.34</b>		

Extd:Ord. 2023-19 Various Park Improv.

C-04-55-998-184-001	Section 20 Costs	PKFOC005	PKF O'CONNOR DAVIES, LLP	26-00196	2025 BAN Sale Fees	\$61.00	\$0.00	
<b>Extd Total: Ord. 2023-19 Various Pai</b>						<b>\$61.00</b>		

Extd:Ord. 2024-26 Various Veh. & Cap. Equip.

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
C-04-55-998-186-001	Section 20 Costs							
PKFOC005	PKF O'CONNOR DAVIES, LLP	26-00196	2025 BAN Sale Fees			\$213.51	\$0.00	
<b>Extd Total: Ord. 2024-26 Various Vel</b>						<b>\$213.51</b>		
Extd:Ord. 2025-16 Various Capital Improvement								
C-04-55-998-187-001	Section 20 Costs							
PKFOC005	PKF O'CONNOR DAVIES, LLP	26-00196	2025 BAN Sale Fees			\$152.51	\$0.00	
C-04-55-998-187-004	IT Various Equipment							
AMAZO005	AMAZON.COM SERVICES	26-00027	FH Training Room			\$1,098.89	\$0.00	
C-04-55-998-187-005	Police Various Vehicles & Equipment							
MILCOM	MILLENNIUM COMMUNICATIONS	25-03534	P.D. CAMERA EXPANSION PROJECT			\$89,045.37	\$0.00	
MOTOR005	MOTOROLA SOLUTIONS, INC C/O	25-03863	QUOTE-3423370 Mobile Radios			\$15,666.75	\$0.00	
						<b>\$104,712.12</b>		
<b>Extd Total: Ord. 2025-16 Various Cai</b>						<b>\$105,963.52</b>		
<b>Department Total:</b>						<b>\$117,661.37</b>		
<b>CAFR Total:</b>						<b>\$117,661.37</b>		
<b>Fund Total: GENERAL CAPITAL FUI</b>						<b>\$117,661.37</b>		
Fund:SEWER CAPITAL FUND BUDGET:								
Extd:Ord. 2025-12 Sewer Repairs								
C-08-55-529-025-001	Section 20 Costs							
PKFOC005	PKF O'CONNOR DAVIES, LLP	26-00196	2025 BAN Sale Fees			\$106.75	\$0.00	
<b>Extd Total: Ord. 2025-12 Sewer Rep:</b>						<b>\$106.75</b>		
<b>Department Total:</b>						<b>\$106.75</b>		
<b>CAFR Total:</b>						<b>\$106.75</b>		
<b>Fund Total: SEWER CAPITAL FUND</b>						<b>\$106.75</b>		
Fund:PARKING CAPITAL								
Department:Ord. 2020-8 Memorial Drive Paving								
Extd:Ord. 2020-8 Memorial Drive Paving								
C-09-17-906-000-901	Section 20 Costs							
PKFOC005	PKF O'CONNOR DAVIES, LLP	26-00196	2025 BAN Sale Fees			\$457.52	\$0.00	
<b>Extd Total: Ord. 2020-8 Memorial Dri</b>						<b>\$457.52</b>		
<b>Department Total: Ord. 2020-8 Memr</b>						<b>\$457.52</b>		
Department:Ord. 2021-37 Var. Transportation Impr.								
Extd:Ord. 2021-37 Var. Transportation Impr.								
C-09-17-908-000-902	Traffic Signals							
JCCON	J.C. CONTRACTING, INC.	26-00045	Invoice 3901 Controller Repair			\$13,475.00	\$0.00	
<b>Extd Total: Ord. 2021-37 Var. Transp</b>						<b>\$13,475.00</b>		
<b>Department Total: Ord. 2021-37 Var.</b>						<b>\$13,475.00</b>		

Budget Account	Description								P.O. Type
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount				
Department:Ord. 2022-8 Various Rd. Improvements									
Extd:Ord. 2022-8 Various Rd. Improvements									
C-09-17-909-000-904	Section 20 Costs								
DILWO005	DILWORTH PAXSON, LLP	26-00041	2025 Bond Sale Costs	\$2,902.50	\$0.00				
PKFOC005	PKF O'CONNOR DAVIES, LLP	26-00196	2025 BAN Sale Fees	\$305.01	\$0.00				
				<b>\$3,207.51</b>					
	<b>Extd Total: Ord. 2022-8 Various Rd. I</b>			<b>\$3,207.51</b>					
	<b>Department Total: Ord. 2022-8 Vario</b>			<b>\$3,207.51</b>					
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	\$9,307.50	\$0.00				B
DILWO005	DILWORTH PAXSON, LLP	26-00041	2025 Bond Sale Costs	\$2,902.50	\$0.00				
PKFOC005	PKF O'CONNOR DAVIES, LLP	26-00196	2025 BAN Sale Fees	\$114.38	\$0.00				
				<b>\$12,324.38</b>					
C-09-17-911-000-902	DOT Grant								
SBROT005	S BROTHERS INC.	25-00313	FIRST AVE ROADWAY IMPROVEMENTS	\$357,741.88	\$0.00				B
C-09-17-911-000-903	Construction Costs								
SBROT005	S BROTHERS INC.	25-00313	FIRST AVE ROADWAY IMPROVEMENTS	\$580,307.50	\$0.00				B
	<b>Extd Total: Ord. 2024-20 1st Ave. Ro</b>			<b>\$950,373.76</b>					
	<b>Department Total: Ord. 2024-20 1st /</b>			<b>\$950,373.76</b>					
Department:Ord. 2025-23 Improvements to 3rd Ave.									
Extd:Ord. 2025-23 Improvements to 3rd Ave.									
C-09-17-914-000-901	Section 20 Costs								
TMASSO	T & M ASSOCIATES	25-03016	THIRD AVENUE ROADWAY PROJECT	\$1,407.50	\$0.00				B
	<b>Extd Total: Ord. 2025-23 Improveme</b>			<b>\$1,407.50</b>					
	<b>Department Total: Ord. 2025-23 Impi</b>			<b>\$1,407.50</b>					
	<b>CAFR Total:</b>			<b>\$968,921.29</b>					
	<b>Fund Total: PARKING CAPITAL</b>			<b>\$968,921.29</b>					
	<b>Year Total:</b>			<b>\$1,086,689.41</b>					
Fund:GRANT FUND BUDGET:									
G-02-43-874-017-200	Recycling Tonnage Grant								
CRAPRI	CRAFTMASTER PRINTING, INC.	25-03806	2026 Calendar Print-Layout	\$7,418.67	\$0.00				
	<b>Extd Total:</b>			<b>\$7,418.67</b>					
	<b>Department Total:</b>			<b>\$7,418.67</b>					

Budget Account	Description							
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type		
G-02-43-956-022-217	Opioid Settlement Funds							
VISNUR	VISITING NURSES ASSN. OF CENT	26-00175	Nursing Services November '25	\$9,916.67	\$0.00			
Thera005	PROSPERITYEHR	26-00176	Database Fee Nov'25	\$602.00	\$0.00			
				<b>\$10,518.67</b>				
G-02-43-956-022-218	UEZ Facade/Walkway Improvements							
THEFL005	THE FLYING PIG MARKET	26-00159	REIMBURSE 3 ITEMS-FACADE PROG	\$4,200.00	\$0.00			
	<b>Extd Total:</b>			<b>\$14,718.67</b>				
	<b>Department Total:</b>			<b>\$14,718.67</b>				
G-02-43-966-023-220	EPA Brownfields Cleanup Grant							
BRORED	BROWNFIELD REDEVELOPMENT	23-01954	ENVIRONMENTAL SVS EPA CLEANUP	\$3,959.85	\$0.00	B		
	<b>Extd Total:</b>			<b>\$3,959.85</b>				
	<b>Department Total:</b>			<b>\$3,959.85</b>				
G-02-43-974-023-200	UEZ Micro-Business Lease Assistance							
PAGAL	PARLOR GALLERY, LLC	25-01786	6 PMNTS @ \$400 PER MONTH	\$400.00	\$0.00	B		
	<b>Extd Total:</b>			<b>\$400.00</b>				
	<b>Department Total:</b>			<b>\$400.00</b>				
G-02-43-982-024-200	Redevelopers Contribution							
AMEUNI	AMERICAN UNIFORM & SUPPLY	25-01640	SLEO II Gavakis Unioform	\$500.00	\$0.00			
	<b>Extd Total:</b>			<b>\$500.00</b>				
	<b>Department Total:</b>			<b>\$500.00</b>				
G-02-43-984-024-201	Municipal Share							
ARCAR005	ARCARI & IOVINO ARCHITECTS, PC	24-01847	BOARDWALK RESTROOMS	\$2,365.50	\$0.00	B		
TMASSO	T & M ASSOCIATES	24-02759	BOARDWALK RESTROOMS PROJECT	\$22,201.50	\$0.00	B		
TMASSO	T & M ASSOCIATES	25-01454	MAR PARAMOUNT THEATER PROJECT	\$5,187.00	\$0.00	B		
				<b>\$29,754.00</b>				
	<b>Extd Total:</b>			<b>\$29,754.00</b>				
	<b>Department Total:</b>			<b>\$29,754.00</b>				
G-02-43-996-025-200	2025 Mental Health Grant							
DOUSCH	DOUGLAS SCHULTZ	25-03976	Trainings	\$135.00	\$0.00			
	<b>Extd Total:</b>			<b>\$135.00</b>				
	<b>Department Total:</b>			<b>\$135.00</b>				
	<b>CAFR Total:</b>			<b>\$56,886.19</b>				
G-02-45-008-025-200	HDSRF Grant Ridge Ave.							
BRORED	BROWNFIELD REDEVELOPMENT	25-02446	61-63 RIDGE AVE ENVIRONMENTAL	\$2,885.50	\$0.00	B		
	<b>Extd Total:</b>			<b>\$2,885.50</b>				
	<b>Department Total:</b>			<b>\$2,885.50</b>				

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
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G-02-45-008-025-200 HDSRF Grant Ridge Ave. Account Continued

**CAFR Total:** \$2,885.50  
**Fund Total: GRANT FUND BUDGET:** \$59,771.69  
**Year Total:** \$59,771.69

Fund:COMMUNITY DEVELOPMENT BLK GRANT BUDGET:  
 Extd:2024 CDBG 24-MC-83-850-850-000

T-17-83-850-850-001 2024 Administration  
 CRAPRI CRAFTMASTER PRINTING, INC. 26-00127 Movie flyers/backdrop frame \$441.00 \$0.00  
 CRAPRI CRAFTMASTER PRINTING, INC. 26-00198 CDBG Program Flyers \$342.00 \$0.00  
**\$783.00**

T-17-83-850-850-003 2024 Community Events  
 ENJOY005 ENJOY YOUR PARTY, INC. 26-00136 Wait staff-Black History Event \$2,150.00 \$0.00  
 KARBRI KAREEM BRINSON 26-00137 DJ-Black History Month Event \$900.00 \$0.00  
**\$3,050.00**

**Extd Total: 2024 CDBG 24-MC-83-85** \$3,833.00  
**Department Total:** \$3,833.00  
**CAFR Total:** \$3,833.00  
**Fund Total: COMMUNITY DEVELOPI** \$3,833.00

Fund:TRUST OTHER

T-20-56-850-860-801 Reserve for Unemployment Compensation  
 NJLABO NJ DEPT.OF LABOR:DIV.OF EMPLO26-00263 4th Q 2025 Unemployment \$53,136.76 \$0.00  
**Extd Total:** \$53,136.76  
**Department Total:** \$53,136.76  
**CAFR Total:** \$53,136.76  
**Fund Total: TRUST OTHER** \$53,136.76

Fund:PLANNING & ZONING ESCROW FUND BUDGET:  
 CAFR:PLANNING & ZONING ESCROW FUND BUDGET:  
 Department:RECREATION

T-21-00-370-000-299 700 COOKMAN AVE(FIFTY-FOUR PIERREPONT)  
 INSENG INSITE ENGINEERING, LLC 26-00258 Insite Partial Pay Inv. 17522 \$10.84 \$0.00  
**Extd Total:** \$10.84  
**Department Total: RECREATION** \$10.84

T-21-00-371-000-299 621 LAKE AVENUE(FIFTY-FOUR PIERREPONT)  
 INSENG INSITE ENGINEERING, LLC 26-00258 Insite Partial Pay Inv. 17522 \$64.70 \$0.00  
**Extd Total:** \$64.70  
**Department Total:** \$64.70

T-21-00-412-000-299 527 BANGS AVENUE(LINUS HOLDINGS CORP)

Budget Account	Description						
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type	
T-21-00-412-000-299	527 BANGS AVENUE(LINUS)		Account Continued				
CLACAN	CLARKE CATON HINTZ PC	26-00268	PB & ZB PROF. SVS CCH	\$310.00	\$0.00		
	<b>Extd Total:</b>			<b>\$310.00</b>			
	<b>Department Total:</b>			<b>\$310.00</b>			
T-21-00-461-000-299	1201 MEMORIAL DRIVE(JEMAL'S BRAVERMAN)						
CLACAN	CLARKE CATON HINTZ PC	26-00268	PB & ZB PROF. SVS CCH	\$310.00	\$0.00		
LEONS010	LEON S. AVAKIAN, INC.	26-00270	PB & ZB Prof. Svs.Avakian Eng	\$1,802.50	\$0.00		
				<b>\$2,112.50</b>			
	<b>Extd Total:</b>			<b>\$2,112.50</b>			
	<b>Department Total:</b>			<b>\$2,112.50</b>			
T-21-00-543-000-299	531 COOKMAN AVE(ISABELLA/ASBURY ALE HSE)						
CLACAN	CLARKE CATON HINTZ PC	26-00268	PB & ZB PROF. SVS CCH	\$387.50	\$0.00		
	<b>Extd Total:</b>			<b>\$387.50</b>			
	<b>Department Total:</b>			<b>\$387.50</b>			
T-21-00-550-000-299	115 4TH/1209 OCEAN/150 5TH(SOMERSET AP)						
LEONS010	LEON S. AVAKIAN, INC.	26-00270	PB & ZB Prof. Svs.Avakian Eng	\$2,702.50	\$0.00		
	<b>Extd Total:</b>			<b>\$2,702.50</b>			
	<b>Department Total:</b>			<b>\$2,702.50</b>			
T-21-00-574-000-299	200 COOKMAN AVENUE(ASBURY PARTNERS, LLC)						
LEONS010	LEON S. AVAKIAN, INC.	26-00240	PB PROF. SVS AVAKIAN	\$2,825.00	\$0.00		
	<b>Extd Total:</b>			<b>\$2,825.00</b>			
	<b>Department Total:</b>			<b>\$2,825.00</b>			
T-21-00-589-000-299	211 DEWITT(MONMOUTH INVESTMENT PARTNERS)						
LEONS010	LEON S. AVAKIAN, INC.	26-00312	ZB PROF. SVS. Avakian	\$895.00	\$0.00		
CLACAN	CLARKE CATON HINTZ PC	26-00313	ZB PROF. SVS CCH	\$225.00	\$0.00		
				<b>\$1,120.00</b>			
	<b>Extd Total:</b>			<b>\$1,120.00</b>			
	<b>Department Total:</b>			<b>\$1,120.00</b>			
T-21-00-613-000-299	201-203 EIGHTH AVENUE(K.HOVNANIAN)						
TMASSO	T & M ASSOCIATES	26-00307	SE500904 The Views at North	\$274.50	\$0.00		
	<b>Extd Total:</b>			<b>\$274.50</b>			
	<b>Department Total:</b>			<b>\$274.50</b>			
T-21-00-640-000-299	610 5TH AVENUE(ROBERY YANOSEY)						
CLACAN	CLARKE CATON HINTZ PC	26-00268	PB & ZB PROF. SVS CCH	\$38.75	\$0.00		
	<b>Extd Total:</b>			<b>\$38.75</b>			

Budget Account	Description							
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type		
T-21-00-640-000-299	610 5TH AVENUE(ROBERY		Account Continued					
<b>Department Total:</b>				<b>\$38.75</b>				
T-21-00-648-000-299	1206-1210 Springwood(Insp)((Interfaith)							
LEONS010	LEON S. AVAKIAN, INC.	26-00270	PB & ZB Prof. Svs.Avakian Eng	\$1,485.00	\$0.00			
<b>Extd Total:</b>				<b>\$1,485.00</b>				
<b>Department Total:</b>				<b>\$1,485.00</b>				
T-21-00-651-000-299	VIEWS OF N.SHORE(INSP.FEE)(K.HOVNANIAN)							
LEONS010	LEON S. AVAKIAN, INC.	26-00289	PB PROF. SVS Avakian	\$1,372.50	\$0.00			
<b>Extd Total:</b>				<b>\$1,372.50</b>				
<b>Department Total:</b>				<b>\$1,372.50</b>				
T-21-00-652-000-299	217-219 3RD AVE.(AMBASSADOR DEVELOPMENT)							
CLACAN	CLARKE CATON HINTZ PC	26-00268	PB & ZB PROF. SVS CCH	\$232.50	\$0.00			
<b>Extd Total:</b>				<b>\$232.50</b>				
<b>Department Total:</b>				<b>\$232.50</b>				
T-21-00-654-000-299	B3803/4503-COOKMAN/WESLEY(ASBURY PTNRS)							
LEONS010	LEON S. AVAKIAN, INC.	26-00289	PB PROF. SVS Avakian	\$767.50	\$0.00			
CLACAN	CLARKE CATON HINTZ PC	26-00290	PB PROF. SVS CCH	\$7,371.49	\$0.00			
				<b>\$8,138.99</b>				
<b>Extd Total:</b>				<b>\$8,138.99</b>				
<b>Department Total:</b>				<b>\$8,138.99</b>				
T-21-00-852-000-299	515 4TH AVENUE (515 4TH, LLC)							
CLACAN	CLARKE CATON HINTZ PC	26-00291	ZB PROF. SVS. CCH	\$930.00	\$0.00			
<b>Extd Total:</b>				<b>\$930.00</b>				
<b>Department Total:</b>				<b>\$930.00</b>				
T-21-00-858-000-299	BLOCK 4306 - THE DELTA(INSP.FEES)(K.HOV)							
LEONS010	LEON S. AVAKIAN, INC.	26-00270	PB & ZB Prof. Svs.Avakian Eng	\$3,350.00	\$0.00			
<b>Extd Total:</b>				<b>\$3,350.00</b>				
<b>Department Total:</b>				<b>\$3,350.00</b>				
<b>CAFR Total: PLANNING &amp; ZONING E</b>				<b>\$25,355.28</b>				
<b>Fund Total: PLANNING &amp; ZONING E</b>				<b>\$25,355.28</b>				
Fund:STARFIELD (ISTAR) ESCROW FUND:								
T-42-56-850-850-802	Starfield (iStar) Escrow: Miscellaneous							
MARFAL	MARAZITI FALCON, LLP	26-00217	Professioanl Services Rendered	\$2,367.54	\$0.00			
<b>Extd Total:</b>				<b>\$2,367.54</b>				
<b>Department Total:</b>				<b>\$2,367.54</b>				

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
T-42-56-850-850-802	Starfield (iStar) Escrow: Misc				Account Continued			

**CAFR Total:** \$2,367.54

**Fund Total: STARFIELD (ISTAR) ESCROW:** \$2,367.54

Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW

T-48-56-850-000-819	5TH AVE.PAVILION(MADISON ASBURY RETAIL)							
MARFAL	MARAZITI FALCON, LLP	26-00166	Professional Services Rendered	\$195.00		\$0.00		
T-48-56-850-000-856	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)							
DILWO005	DILWORTH PAXSON, LLP	26-00205	Invoice 639396 Redevelopment	\$105.00		\$0.00		
T-48-56-850-000-862	1001 1ST AVENUE(ASBURY PARK FIRST)							
DILWO005	DILWORTH PAXSON, LLP	26-00205	Invoice 639396 Redevelopment	\$875.00		\$0.00		
T-48-56-850-000-869	212-214 2ND AVENUE(BLOCK 3901 QOZF,LLC)							
MARFAL	MARAZITI FALCON, LLP	26-00166	Professional Services Rendered	\$130.00		\$0.00		
T-48-56-850-000-882	BLK 3904 PARKING GARAGE(ASBURY PARTNERS)							
DILWO005	DILWORTH PAXSON, LLP	26-00205	Invoice 639396 Redevelopment	\$210.00		\$0.00		
T-48-56-850-000-884	AP TRANGLE2(BLOCK 3801)(ASBURY PARTNERS)							
MARFAL	MARAZITI FALCON, LLP	26-00166	Professional Services Rendered	\$422.50		\$0.00		
T-48-56-850-000-887	BLOCK 3802(ASBURY PARTNERS, LLC)							
MARFAL	MARAZITI FALCON, LLP	26-00217	Professional Services Rendered	\$1,473.96		\$0.00		
<b>Extd Total:</b>						<b>\$3,411.46</b>		
<b>Department Total:</b>						<b>\$3,411.46</b>		
<b>CAFR Total:</b>						<b>\$3,411.46</b>		
<b>Fund Total: CITY OF ASBURY PARK</b>						<b>\$3,411.46</b>		
<b>Year Total:</b>						<b>\$88,104.04</b>		

**Total Charged Lines: 371 Total List Amount: \$3,638,114.71 Total Void Amount: \$0.00**

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	5-01	\$150,787.23	\$0.00	\$0.00	\$150,787.23
TRANSPORTATION UT	5-06	\$20,975.87	\$0.00	\$0.00	\$20,975.87
SEWER UTILITY: BUDG	5-07	\$82,314.87	\$0.00	\$0.00	\$82,314.87
	Year Total:	\$254,077.97	\$0.00	\$0.00	\$254,077.97
CURRENT	6-01	\$2,141,891.66	\$0.00	\$0.00	\$2,141,891.66
BEACH	6-05	\$711.27	\$0.00	\$0.00	\$711.27
SEWER UTILITY: BUDG	6-07	\$6,868.67	\$0.00	\$0.00	\$6,868.67
	Year Total:	\$2,149,471.60	\$0.00	\$0.00	\$2,149,471.60
GENERAL CAPITAL FU	C-04	\$117,661.37	\$0.00	\$0.00	\$117,661.37
SEWER CAPITAL FUNI	C-08	\$106.75	\$0.00	\$0.00	\$106.75
PARKING CAPITAL	C-09	\$968,921.29	\$0.00	\$0.00	\$968,921.29
	Year Total:	\$1,086,689.41	\$0.00	\$0.00	\$1,086,689.41
GRANT FUND BUDGET	G-02	\$59,771.69	\$0.00	\$0.00	\$59,771.69
COMMUNITY DEVELOP	T-17	\$3,833.00	\$0.00	\$0.00	\$3,833.00
TRUST OTHER	T-20	\$53,136.76	\$0.00	\$0.00	\$53,136.76
PLANNING & ZONING I	T-21	\$25,355.28	\$0.00	\$0.00	\$25,355.28
STARFIELD (ISTAR) ES	T-42	\$2,367.54	\$0.00	\$0.00	\$2,367.54
CITY OF ASBURY PARI	T-48	\$3,411.46	\$0.00	\$0.00	\$3,411.46
	Year Total:	\$88,104.04	\$0.00	\$0.00	\$88,104.04
<b>Total Of All Funds:</b>		<b>\$3,638,114.71</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,638,114.71</b>

**February 11, 2026 Meeting**

Balance Brought Forward from Total List Amount	\$ 3,638,114.71
US Bank Operations (26-00187)	\$ 46,697.97
NJ Motor Vehicle Commission (26-00155 adjusted amt)	\$ 25.00
PMA Management Corp. (26-00220)	\$ 24,987.12
NJ Environ.Infra.Trust (26-00193)	\$ 244,183.58

Total: \$ 3,954,008.38



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 11, 2026  
RESOLUTION SUMMARY

**2026-122**

Resolution approving change order #10 for New Fire Department Headquarters in the amount of \$17,373.26. This change order represents miscellaneous changes including door hardware, select fire extinguishers, lighting circuits for signage, the balance of the interior fire communications system and replacement of select smoke detectors with CO/smoke. Change order #10 results in a new contract amount of \$18,642,707.74.



**RESOLUTION - 2026-122**

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

**RESOLUTION APPROVING CHANGE ORDER #10 FOR THE NEW FIRE  
DEPARTMENT HEADQUARTERS**

**WHEREAS**, the City Council of Asbury Park awarded a contract to Wallace Bros., Inc. on February 27, 2023, for a New Fire Department Headquarters via Resolution #2023-144; and

**WHEREAS**, the original contract amount approved by the City Council was in the sum of eighteen million eight-four thousand dollars (\$18,084,000.00); and

**WHEREAS**, the City has approved via Resolution 2023-471 Change Order #1 resulting in an additional amount of sixty-nine thousand seven hundred six dollars and thirty-one cents (\$69,706.31) to the contract; and

**WHEREAS**, the City has approved via Resolution 2023-525 Change Order #2 resulting in an additional amount of ten thousand six hundred thirty-one dollars and thirty-one cents (\$10,631.31) to the contract; and

**WHEREAS**, the City has approved via Resolution 2024-176 Change Order #3 resulting in an additional amount of twelve thousand six hundred six dollars and thirteen cents (\$12,606.13) to the contract; and

**WHEREAS**, the City has approved via Resolution 2024-217 Change Order #4 resulting in an additional amount of sixty-six thousand four hundred thirty-eight dollars and forty-five cents (\$66,438.45) to the contract; and

**WHEREAS**, the City has approved via Resolution 2024-356 Change Order #5 resulting in an additional amount of seventeen thousand six hundred fifty-five dollars and eight-four cents (\$17,655.84) to the contract; and

**WHEREAS**, the City has approved via Resolution 2024-515 Change Order #6 resulting in the reduced amount of nine hundred sixteen dollars and six cents (\$916.06) to the contract; and

**WHEREAS**, the City has approved via Resolution 2025-162 Change Order #7 resulting in an

additional amount of two hundred seventy-four thousand two hundred sixty-one dollars and seventeen cents (\$274,261.17) to the contract; and

**WHEREAS**, the City has approved via Resolution 2025-316 Change Order #8 resulting in an additional amount of eighty-five thousand nine hundred twenty-two dollars and eighty-seven cents (\$85,922.87) to the contract; and

**WHEREAS**, the City has approved via Resolution 2025-419 Change Order #9 resulting in an additional amount of five thousand twenty-eight dollars and forty-six cents (\$5,028.46) to the contract; and

**WHEREAS**, the City Engineer is requesting Change Order # 10 in the amount of \$17,373.26 representing an increase to the original contract sum with a new contract amount of eighteen million six hundred forty-two thousand seven hundred seven dollars and seventy-four cents (\$18,642,707.74); and

**WHEREAS**, the change order represents miscellaneous changes, including door hardware, select fire extinguishers, lighting circuits for signage, the balance of interior fire communications system and replacement of select smoke detectors with CO/smoke; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in C-04-55-998-176-001 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of Asbury Park, County of Monmouth and State of New Jersey that Change Order 10 shall not exceed an increase in the amount of seventeen thousand three hundred seventy-three dollars and twenty-six cents (\$17,373.26).

**BE IT FURTHER RESOLVED** that the City Mayor is hereby authorized to execute Change Order Number 10 on behalf of the City of Asbury Park.

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

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

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

I, ANTHONY CUCCI, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2026-\_\_\_ which was finally adopted by the City Council at a meeting held on the \_\_\_ day of \_\_\_\_, 2026

CERTIFIED BY ME THIS \_\_ DAY OF \_\_\_\_, 2026.

---

Anthony Cucci, City Clerk October 9,2025

ANTHONY CUCCI  
CITY CLERK



YOUR GOALS. OUR MISSION.

January 23, 2026

(via email)

Ms. JoAnn Boos, CFO  
City of Asbury Park  
1 Municipal Plaza  
Asbury Park, NJ 07712

**RE: Asbury Park Fire Department Headquarters  
Change Order #10  
T&M File No.: ASPK-00789  
ASPK PO No.: 23-02172**

Enclosed, please find Change Orders #010, dated 01/16/26, in the total **increase** amount of seventeen thousand three hundred seventy-three dollars and twenty-six cents (\$17,373.26) from Wallace Brothers Inc., the General Contractor for the referenced project.

This change order represents costs as follows:

Change Request No.	Description	Value
#45	Cost to provide and install an additional fire extinguisher for the elevator area as required by the elevator subcontractor prior to final elevator inspections.	\$157.84
#48	Cost to provide and install a power circuit to illuminate the exterior Maltese Cross.	\$2,038.84
#49	Cost to remove smoke detectors in the second floor corridor and replace with combination smoke/carbon monoxide inspections as required by the Fire Subcode Official during final fire alarm inspections.	\$2,047.11
#50	Credit to for labor as required to install doom door closers as required by the Construction Official during final inspections.	\$2,842.03
#51	Cost to provide and install a Type K fire extinguisher in the area of the Kitchen hood as required by the Fire Subcode Official during the final hood inspections.	\$338.25
#52	Cost to provide labor and materials to supply and install a communications system for emergency response within the fire house to replace the system included in the base bid scope of work. This work is required to meet Code requirements for communications within the building during an emergency event. Cost includes a \$19,000 credit for the base bid scope of work.	\$9,873.18
N/A	Cost to register the elevator with the State of New Jersey	\$76.00
	<b>Total</b>	<b>\$17,373.26</b>

We have reviewed the work represented in this change order with Shore Point Architects and their design consultants, and confirmed that the changes are recommended, and the costs are reasonable; therefore, we recommend approval of Change Orders #010 in the total **increase** amount of **\$17,373.26**. If you concur, please sign and return one copy of the attached Change Order for our records and distribution.

If you have any questions, please do not hesitate to contact us.

T&M Associates

Elizabeth Lutz, CCM  
Group Manager

cc: Adam Cruz, Asbury Park City Manager  
Chief Keddy, Asbury Park Fire Department  
Tracy Lizardi, City of Asbury Park Director of Purchasing  
Stephen J. Carlidge, Shore Point Architecture  
Jason Harzold & Ryszard Wojnarski, T&M Associates

\\Tandmassociates.local\Public\Projects\ASPK\00789\Change Orders\Change Orders\Change Order #10\APFD\_WBC\_Change Order No.10\_RecommendationLetter\_01.23.26.docx



# AIA Document G731™ – 2019

## Change Order, Construction Manager as Adviser Edition

**PROJECT:** *(name and address)*  
New Asbury Park Fire Department  
Headquarters

**CONTRACT INFORMATION:**  
Contract For:  
General Construction  
Date: May 5, 2023

**CHANGE ORDER INFORMATION:**  
Change Order Number: 010  
Date: 01/16/2026

**OWNER:** *(name and address)*  
The City of Asbury Park  
One Municipal Plaza, Asbury Park, NJ 07712

**ARCHITECT:** *(name and address)*  
Shore Point Architecture, PA  
108 South Main Street, Ocean Grove, NJ 07756

**CONTRACTOR:** *(name and address)*  
Wallace Brothers, Inc.  
400 Chambers Bridge Road, Brick, NJ 08723

**CONSTRUCTION MANAGER:** *(name and address)*  
T&M Associates  
1144 Hooper Avenue, Suite 202, Toms River, NJ 08753

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Change Order includes costs as described below and in the attached PCO Numbers:

#50	Cost for labor to install dorm door self-closing hinges supplied by Architect and required by Code.	\$ 2,842.03
#49	Cost to remove smoke detectors in the second floor corridor and replace with combination smoke/CO Detectors (9 total) as requested by Fire Subcode Official.	\$ 2,047.11
#48	Cost for labor and material to provide a power circuit as required to illuminate the exterior Maltese Cross.	\$ 2,038.84
#45	Cost to supply and install an additional fire extinguisher as required for elevator inspection.	\$ 157.85
#51	Cost to supply and install a Type K fire extinguisher in the Kitchen as required by the Building Inspector.	\$ 338.25
#52	Cost to supply and install all labor and materials for an internal communication system for fire department use. Cost includes \$19,000 credit for system included in base contract.	\$ 9,873.18
N/A	Cost to register the elevator with State of New Jersey.	\$ 76.00

All of the above are expressly incorporated herein and are made a part hereof

The original Contract Sum was	\$ 18,084,000.00
Net change by previously authorized Change Orders	\$ 541,334.48
The Contract Sum prior to this Change Order was	\$ 18,625,334.48
The Contract Sum will be increased by this Change Order in the amount of	\$ 17,373.26
The new Contract Sum including this Change Order will be	\$ 18,642,707.74

The Contract time will be increased by zero (0) days.  
The Contractor's Work shall be substantially complete on 08/13/25.


**NOTE:**


This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

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User Notes:

  
ARCHITECT (signature)  
STEPHEN J. CARLIDGE  
(printed name, title, and license number if required)  
Date 1/22/2026

  
CONTRACTOR (signature)  
Steve W. D'Amico  
(printed name and title)  
Date 1.22.26

  
CONSTRUCTION MANAGER (signature)  
Elizabeth Lutz  
(printed name and title) T&M Associates  
Date 1.23.2026

OWNER (signature)  
  
(printed name and title)  
Date

# Wallace Bros Inc.

# CHANGE ORDER REQUEST

No. 00045

400 Chambers Bridge Road  
Brick, NJ 08742

Phone: 732 295 9340

**TITLE:** Elevator Fire Extinguisher

**DATE:** 11/11/2025

**PROJECT:** Asbury Park Fire House

**JOB:** ASPK-00781

**TO:** Attn: Adam Cruz, City Mgr  
City of Asbury Park

**CONTRACT NO:** 0100

Phone:

Fax:

**RE:**

**To:**

**From:**

**Number:**

## DESCRIPTION OF PROPOSAL

Supply New Fire Extinguisher for Elevator required per Shindler Elevator

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Subcontractor cost (backup attached)		1.000		\$140.00	0.00%	\$0.00	\$140.00

Unit Cost: \$140.00

Unit Tax: \$0.00

**Total: \$140.00**

**Subtotal: \$140.00**

Description	Markup Percent	Markup Amount
-------------	----------------	---------------

Bond	2.50%	\$3.50
------	-------	--------

Subtotal	0.00%	\$143.50
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Overhead & Profit	10.00%	\$14.35
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**Total Cost: \$157.85**

## APPROVAL:

**By:** \_\_\_\_\_  
Adam Cruz, City Mgr

**By:** \_\_\_\_\_  
Steve Wallace

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

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

# inter-co

DIVISION

formerly  **INTER-CO** Division 10

Proposal No. 29117CO2

Inter-Co Division 10 (New Jersey), Inc.  
9 Hackensack Ave., Unit A  
Kearny, NJ 07032

PROPOSAL SUBMITTED TO Wallace Contracting	PHONE 732-2195-9340	DATE November 11, 2025
STREET 400 Chambersbridge Road	JOB NAME New Asbury Park Fire Dept.	
CITY, STATE AND ZIP CODE Brick, NJ 08723	JOB LOCATION Asbury Park, NJ	
ATTENTION Lou Renton lrenton@wallacegc.com	FAX	JOB PHONE

We hereby submit specifications and estimates for:

**Job: New Asbury Park Fire Dept. – Asbury Park, NJ**

**CHANGE ORDER REQUEST:**

**Furnish Additional Fire Extinguisher Only as Follows:**

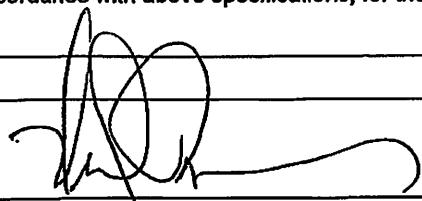
1 ea. #3005 5 lb. multi-purpose fire extinguisher, 2A:10B:C with NJ inspection tag

**Price Material Only.....\$140.00**

**We Propose** hereby to furnish material and/or labor – complete in accordance with above specifications, for the sum of:  
**one hundred forty dollars (\$140.00)**

**TERMS:**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.



**Authorized Signature** **Neal Tepper**

**Note: This proposal may be withdrawn by us if not Accepted in 30 days.**

**Acceptance of Proposal -** The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.  
**Date of Acceptance:**

**Signature**

**Wallace Bros Inc.**

400 Chambers Bridge Road  
Brick, NJ 08742

Phone: 732 295 9340

**CHANGE  
ORDER REQUEST  
No. 00048**

**TITLE:** Power for Exterior Signage

**DATE:** 12/3/2025

**PROJECT:** Asbury Park Fire House

**JOB:** ASPK-00781

**TO:** Attn: Adam Cruz, City Mgr  
City of Asbury Park

**CONTRACT NO:** 0100

Phone:

Fax:

From:

Number:

**RE: To: DESCRIPTION OF PROPOSAL**

Cost to Provide feeders & power to exterior signage

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Subcontractor cost (backup attached)		1.000		\$1808.28	0.00%	\$0.00	\$1808.28
							Unit Cost:	\$1808.28
							Unit Tax:	\$0.00
							<b>Total:</b>	<b>\$1808.28</b>
							<b>Subtotal:</b>	<b>\$1808.28</b>
					<b>Description</b>	<b>Markup Percent</b>	<b>Markup Amount</b>	
					Bond	2.50%	\$45.21	
					Subtotal	0.00%	\$1853.49	
					Overhead & Profit	10.00%	\$185.35	
							<b>Total Cost:</b>	<b>\$2038.84</b>

**APPROVAL:**

**By:** \_\_\_\_\_  
Adam Cruz, City Mgr

**By:** \_\_\_\_\_  
Steve Wallace

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

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

**Wallace Bros Inc.**

**CHANGE ORDER**

**REQUEST No. 00049**

400 Chambers Bridge Road  
Brick, NJ 08742

**Phone:** 732 295 9340

**TITLE:** Combo Smoke/CO Detectors

**DATE:** 12/9/2025

**PROJECT:** Asbury Park Fire House

**JOB:** ASPK-00781

**TO:** Attn: Adam Cruz, City Mgr  
City of Asbury Park

**CONTRACT NO:** 0100

Phone:

Fax:

From:

Number:

**To: DESCRIPTION OF PROPOSAL**

**RE:**

Cost to Provide & install 9 new combo CO/Smoke detectors per Fire Inspector

Wallace Bros. reserves it's right to additional time due to impacts

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Subcontractor cost (backup attached)		1.000		\$1815.62	0.00%	\$0.00	\$1815.62

Unit Cost: \$1815.62

Unit Tax: \$0.00

**Total: \$1815.62**

**Subtotal: \$1815.62**

**Description Markup Percent Markup Amount**

Bond 2.50% \$45.39

Subtotal 0.00% \$1861.01

Overhead & Profit 10.00% \$186.10

**Total Cost: \$2047.11**

**APPROVAL:**

**By:** \_\_\_\_\_  
Adam Cruz, City Mgr

**By:** \_\_\_\_\_  
Steve Wallace

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

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

**Wallace Bros Inc.**

**CHANGE ORDER**

**REQUEST No. 00050**

400 Chambers Bridge Road  
Brick, NJ 08742

**Phone:** 732 295 9340

**TITLE:** Dorm Room Closers

**DATE:** 12/9/2025

**PROJECT:** Asbury Park Fire House

**JOB:** ASPK-00781

**TO:** Attn: Adam Cruz, City Mgr  
City of Asbury Park

**CONTRACT NO:** 0100

**Phone:**

**Fax:**

**From:**

**Number:**

**To: DESCRIPTION OF PROPOSAL**

**RE:**

Cost to install spring hinges supplied by Owner on all dorm rooms per Building inspector requirements.

Wallace Bros. reserves it's right to additional time due to impacts

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Carpenter 2 Days		1.000		\$2520.64	0.00%	\$0.00	\$2520.64

Unit Cost: \$2520.64

Unit Tax: \$0.00

**Total: \$2520.64**

**Subtotal: \$2520.64**

Description	Markup Percent	Markup Amount
Bond	2.50%	\$63.02
Subtotal	0.00%	\$2583.66
Overhead & Profit	10.00%	\$258.37
<b>Total Cost:</b>		<b>\$2842.03</b>

**APPROVAL:**

**By:** \_\_\_\_\_  
Adam Cruz, City Mgr

**By:** \_\_\_\_\_  
Steve Wallace

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

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

# Wallace Bros Inc.

400 Chambers Bridge Road  
Brick, NJ 08742

Phone: 732 295 9340

**CHANGE**  
**ORDER REQUEST**  
**No. 00051**

**TITLE:** Type K Fire Extinguisher

**DATE:** 12/9/2025

**PROJECT:** Asbury Park Fire House

**JOB:** ASPK-00781

**TO:** Attn: Adam Cruz, City Mgr  
City of Asbury Park

**CONTRACT NO:** 0100

Phone:

Fax:

From:

Number:

**To: DESCRIPTION OF PROPOSAL**

**RE:**

Cost to provide a type K fire extinguisher in kitchen per Fire inspector requirements.

Wallace Bros. reserves it's right to additional time due to impacts

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Quote attached		1.000		\$300.00	0.00%	\$0.00	\$300.00

Unit Cost: \$300.00

Unit Tax: \$0.00

**Total: \$300.00**

**Subtotal: \$300.00**

Description	Markup Percent	Markup Amount
-------------	----------------	---------------

Bond	2.50%	\$7.50
------	-------	--------

Subtotal	0.00%	\$307.50
----------	-------	----------

Overhead & Profit	10.00%	\$30.75
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**Total Cost: \$338.25**

**APPROVAL:**

**By:** \_\_\_\_\_  
Adam Cruz, City Mgr

**By:** \_\_\_\_\_  
Steve Wallace

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

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

**Wallace Bros Inc.**

**CHANGE**

**ORDER**

400 Chambers Bridge Road  
Brick, NJ 08742

**Phone:** 732 295 9340

**REQUEST No.**

**00052**

**TITLE:** Radio Responder

**DATE:** 1/19/2026

**PROJECT:** Asbury Park Fire House

**JOB:** ASPK-00781

**TO:** Attn: Adam Cruz, City Mgr  
City of Asbury Park

**CONTRACT NO:** 0100

**Phone:**

**Fax:**

**From:**

**Number:**

**To: DESCRIPTION OF PROPOSAL**

**RE:**

Cost to supply & install a radio responder system with requirements requested by APFD

Wallace Bros. reserves it's right to additional time due to impacts

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Subcontractor costs including credit for original (attached)		1.000		\$8732.31	0.00%	\$0.00	\$8732.31

**Unit Cost:** \$8732.31

**Unit Tax:** \$0.00

**Total:** \$8732.31

**Subtotal:** \$8732.31

Description	Markup Percent	Markup Amount
Bond	2.50%	\$243.31
Subtotal	0.00%	\$8975.62
Overhead & Profit	10.00%	\$897.56
<b>Total Cost:</b>		<b>\$9873.18</b>

**APPROVAL:**

**By:** \_\_\_\_\_  
Adam Cruz, City Mgr

**By:** \_\_\_\_\_  
Steve Wallace

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

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

## Register New Building

### Request Summary

**Request Type \***

**Request Date \***

**Requester**

**How are you associated to this property? \***

### Request Attributes



Are you registering a building that is part of a multi-building property/complex?

No  Yes

### Building Information

**Building Name \***

**Use Group \***

**Street Address \***

200 Memorial Drive

**Block Number \***

608

**Lot Number \***

1

**State \***

New Jersey

**County \***

MONMOUTH ✕ 🔍

**Municipality \***

ASBURY PARK CITY ✕ 🔍

**Ownership Type \***

Municipal ▼

## Property Owner Information

**Organization/Agency Name \***

**FEIN #**

-

**NJ Corp Registration #**

**Street Address Line 1 \***

**Street Address Line 2**

**City \***

**State \***

**Zip Code \***

**Business Phone Number \***

**Mobile Phone Number**

**Fax Number**

**Email Address \***

**Property Owner Disclaimer**

By checking this box, I accept that all correspondence from the Department of Community Affairs will occur through this email address and agree to keep this email updated and serviceable. I consent to being contacted via email regarding any outstanding fees, penalties, and notification.

## Owner Contact (Care of) Information

**Organization/Agency Name \***

**First Name \***

**Middle Name**

**Last Name \***

**Street Address Line 1 \***

**Street Address Line 2**

**City \***

**State \***

**Zip Code \***

**Business Phone Number \***

**Mobile Phone Number**

**Fax Number**

**Email Address \***

**Is In-state Agent same as Property Owner?**

No  Yes

# In-state Agent Information

**Organization/Agency Name \***

**First Name \***

**Middle Name**

**Last Name \***

**Street Address Line 1 \***

**Street Address Line 2**

**City\***

**State \***

**Zip Code \***

**Business Phone Number \***

**Mobile Phone Number**

**Fax Number**

**Email Address \***

**In-state Agent Disclaimer**

By checking this box, I accept that all correspondence from the Department of Community Affairs will occur through this email address and agree to keep this email updated and serviceable. I consent to being contacted via email regarding any outstanding fees, penalties, and notification.

## Maintenance Company Information

**Maintenance Company**

**Company Name**

**First Name**

**Middle Name**

**Last Name**

**Street Address Line 1**

**Street Address Line 2**

**City**

**State**

**Zip Code**

**Business Phone Number**

**Mobile Phone Number**

**Fax Number**

**Email Address**

## Requester's Comments

**Requester's Comments**

## Attachments

**Attach Files**

No file chosen

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**Save and Continue**



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 11, 2026  
RESOLUTION SUMMARY

**2026-123**

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



**RESOLUTION - 2026-123**

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

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

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

**WHEREAS**, the Redeveloper is proposing to redevelop the Property with a mixed use residential/retail project consisting of: (1) the construction on and improvement of the Property with 92 residential rental units, of which not less than 19 of such residential units are to be Affordable Housing Units (as such term is defined herein), and up to 73 of which shall be unregulated market rate residential rental units; (2) the provision of approximately 11,873 square feet of commercial/retail space; (3) the provision of not less than 107 off-street parking spaces; and (4) other on-site and off-site improvements, all in accordance with the Redevelopment Plan (collectively, the “**Project**”); and

**WHEREAS**, the City and the Redeveloper have negotiated a proposed Redeveloper Agreement for the Project; and

**WHEREAS**, the City Council wishes to approve the Redeveloper Agreement in substantially the form attached hereto and to authorize the Mayor to sign the Redeveloper Agreement on behalf of the City.

**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 Redeveloper Agreement.** The Mayor and Council hereby approve

the Redeveloper Agreement in substantially the form attached hereto as Exhibit A.

**Section 3. Execution of the Redeveloper 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 Redeveloper Agreement as determined by the Authorized Officers in consultation with counsel to the City, to execute the Redeveloper 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 Redeveloper Agreement.** The Clerk of the City is hereby authorized and directed, upon the execution of the Redeveloper 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 Redeveloper Agreement.** Upon the execution and attestation and placing of the seal on the Redeveloper 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 Redeveloper Agreement.

**Section 6. 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

**REDEVELOPER AGREEMENT BY AND BETWEEN**  
**THE CITY OF ASBURY PARK**  
**AND**  
**MEMORIAL AVENUE HOLDINGS URBAN RENEWAL COMPANY LLC**

**Dated: \_\_\_\_\_, 2026**

## REDEVELOPER AGREEMENT

**THIS REDEVELOPER AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between:

**THE CITY OF ASBURY PARK** (the “**City**”), a municipal corporation of the State of New Jersey, 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**

**MEMORIAL AVENUE HOLDINGS URBAN RENEWAL COMPANY LLC** (the “**Redeveloper**”), a single purpose entity formed in New Jersey, with principal offices located at 921 Claire Drive, Lakewood, New Jersey 08701 (collectively, the **City** and the **Redeveloper** shall be referred to herein as the “**Parties**”).

**WITNESSETH**

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

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

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

**WHEREAS**, the Parties wish to enter into this Redeveloper Agreement in order to set forth their respective rights and responsibilities with respect to the implementation of 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**

**1.1. Definitions.** The Parties agree that the defined capitalized terms used in this Agreement shall have the meaning specified in the recitals above (each of which is hereby incorporated into and made part of this Agreement) or as set forth in the list below, or as may be expressly ascribed to such capitalized terms elsewhere in this Agreement, such definitions to be applicable equally to the singular and plural forms of such terms:

“**Affiliate**” means an entity which is controlled by either the Redeveloper or by any individual or entity that owns a majority share of the Redeveloper or controls the Redeveloper. For purposes of this Agreement, the term “control” as used with respect to any party, shall mean the power to direct the affairs of an entity, whether by ownership of a majority of the beneficial interest, by contract, or otherwise.

“**Affordable Housing Units**” shall mean deed-restricted residential housing units that have a sales price or rent within the means of a low- or moderate-income households as defined in the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq; in the case of an ownership unit, that the sales price for the units conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of rental units, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented. All deed restrictions must be approved by the City or by an authorized agent as approved by the City. Further provisions regarding the Affordable Housing Units required to be provided by the Redeveloper for this Project are set forth within Section 3.02(n) below.

“**Applicable Laws**” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable to the obligations of the Redeveloper under this Agreement and the construction of the Project on the Property including, but not limited to, the LRHL, the MLUL, 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.

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

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

**“Certificate of Completion”** shall mean the Certificate of Completion as set forth in Section 4.08 of this Agreement.

**“Certificate of Occupancy”** shall mean a temporary or permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

**“City Costs”** shall have the meaning set forth within Section 8.01 of this Agreement.

**“City Costs Escrow”** shall have the meaning set forth within Section 8.01 of this Agreement.

**“Commencement of Construction” and “Commence Construction”** shall mean any activity authorized by a Building Permit associated with construction, including, but not limited to, the placement of any equipment upon properties to be used in construction, grading, excavation, or site preparation.

**“Completion of Construction” and “Complete Construction”** shall mean the substantial completion of the construction of the Project as required under this Agreement.

**“Construction Period”** shall mean the period of time from Commencement of Construction through the Completion of Construction.

**“Declaration of Restrictions”** shall mean the filing with the office of the Monmouth County Clerk of: (i) a notice of the covenants as set forth in Section 3.02; (ii) a notice of the remedy of the City set forth in Section 7.03(b); and (iii) notice as to the existence of this Redeveloper Agreement.

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

**“Event of Default”** shall be as set forth in Article 7 of this Redeveloper Agreement.

**“Event of Force Majeure”** shall mean an enforced delay in the performance of such obligations arising from causes beyond Redeveloper’s reasonable control and without its fault and including, without limitation, acts of God, acts of the public enemy, fires, floods, epidemics, quarantine or other governmentally imposed restrictions, freight, energy shortages, embargoes, unusual or severe weather, labor disputes 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 for the development of the Project on the Property submitted to, and approved by, the Planning Board, including any amendments or modifications thereto required by the County of Monmouth.

**“Financial Agreement”** shall mean an agreement by and between the City and Redeveloper providing for a long-term tax exemption for the Project in accordance with the Tax Exemption Law.

**“Governmental Approvals”** shall mean all unappealable government permits, licenses, consents and approvals, including the Planning Board Approval and any necessary approvals for the development, construction, lease, sale, or occupancy of the Project, or any part thereof, issued by or on behalf of any government entity and issued in reliance on the Applications for Governmental Approvals, including approvals from any utility.

**“Infrastructure Improvements”** shall mean the infrastructure requirements as set forth within the Planning Board Approval, exclusive of the Streetscape Improvements.

**“Institution”** shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution or a state, municipal or similar public employee’s welfare, pension or retirement system or any other corporation or organization subject to supervision and regulation by the insurance or banking departments of the State or of the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments.

**“LRHL”** shall mean the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

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

**“Mortgage”** shall mean any instrument held by a Permitted Mortgagee constituting a lien on the Property including a mortgage, deed of trust or indenture of mortgage and deed of trust, and any modification, amendment, spreader, consolidation or renewal thereof.

**“Permitted Mortgagee”** shall mean an Institution (or an affiliate thereof) which holds a Mortgage, for itself and/or on behalf of other Institutions, on the Property. For the avoidance of doubt, if the HMFA issues a loan to the Redeveloper secured by a mortgage on the Property, the HMFA shall be considered to be a Permitted Mortgagee.

**“Permitted Successor”** means any successor owner of the Property which acquires the Property pursuant to a foreclosure or other court proceeding, or action (including an agreement) in lieu thereof, or pursuant to a Transfer from a Permitted Mortgagee and is (a) an Institution, or (b) an entity which is a reputable developer or owner of residential properties (as determined by the City in its reasonable discretion).

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

**“Planning Board Approval”** shall mean the Planning Board’s approval of the Final Site Plan for the Project.

**“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 requirements of Applicable Laws or Project Documents depending on the context of its use in this Redeveloper Agreement.

**“Project”** shall have the meaning as defined in the preamble to this Agreement and as reflected within **Exhibit A** attached hereto.

**“Project Documents”** shall mean the Redevelopment Plan, Governmental Approvals, the Financial Agreement and this Redeveloper Agreement.

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

**“Redeveloper”** shall mean Memorial Avenue Holdings Urban Renewal Company LLC, a single purpose entity formed in New Jersey, with principal offices located at 921 Claire Drive, Lakewood, New Jersey 08701, or any successor-in-interest to Memorial Avenue Holdings Urban Renewal Company LLC as approved by the City in accordance with Article 6 of this Agreement.

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

**“State”** shall mean the State of New Jersey.

**“Streetscape Improvements”** shall mean the streetscape improvements as set forth within the Planning Board Approval.

**“Tax Exemption Law”** shall mean the Long-Term Tax Exemption Law (“LTTEL”), as may be amended from time to time.

**“Transfer”** shall have the meaning as set forth within Article 6 of this Agreement.

## **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 is a municipal corporation, duly organized and existing under the laws of the State, that has the legal power, right and authority pursuant to the LRHL to enter into this Redeveloper 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 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 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 Agreement.

(d) This Agreement has been duly executed by the City, and is valid and legally binding upon the City and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a party.

(e) The City represents that to the best of its knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefor, known or believed to exist which questions the validity of the Redevelopment Plan or this Agreement or any action or act taken or to be taken by the City pursuant to the Redevelopment Plan or this Agreement.

(f) The uses of the Project on the Property as contemplated by this Agreement are authorized by Applicable Laws and by the Redevelopment Plan.

**2.02. Representations and Warranties of Redeveloper.** The Redeveloper hereby makes the following representations and warranties:

(a) The Redeveloper has the legal capacity to enter into this Agreement and to perform each of the undertakings set forth herein and in the Redevelopment Plan as of the Effective Date.

(b) The Redeveloper 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 Agreement and to authorize and direct the persons executing this Agreement to do so for and on Redeveloper's behalf.

(c) To the best of the Redeveloper'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 Agreement or

any action or act taken or to be taken by the Redeveloper pursuant to this Agreement; or (ii) is likely to result in a material adverse change in Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

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

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

(f) The Redeveloper agrees that the cost and financing of the Project will be the responsibility of the Redeveloper pursuant to the Redevelopment Plan and the Agreement, and that the City shall not be responsible for any cost whatsoever in respect to same. The City shall collaborate in good faith with the Redeveloper in soliciting subsidies for the Project, including Section 8 Project Based Voucher revenue as well as County HOME funding, by adopting resolutions of support if asked to do so by the Redeveloper, but it is understood and agreed that the City's obligation to collaborate in good faith with the Redeveloper shall be limited to the Redeveloper's pursuit of third-party subsidies and shall not include any obligation on the part of the City to lobby third-parties on behalf of the Redeveloper's subsidy requests, and that the City shall not be obligated to provide any funding in support of the Project.

(g) The Redeveloper is financially and technically capable of financing, designing, constructing, operating, and maintaining the Project.

(h) All information provided or to be provided to the City by the Redeveloper indicating that the Redeveloper is financially capable of developing the Project and with respect to its finances is accurate and complete in all material respects and the Redeveloper is not aware of any information that would make the information provided either inaccurate or misleading in any material respect.

(i) To the best of its knowledge after diligent inquiry, the Redeveloper is not delinquent with respect to any uncontested taxes, payments in lieu of tax, service charges, or similar obligations due and owing to the City for any property located within the City.

### **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 request special meetings of the City's Planning Board as reasonably requested by the Redeveloper in order to expedite the review and/or approval, as the case may be, of the Plans for the Project submitted by Redeveloper.

(c) The City covenants to assist in identifying businesses and supply referrals with respect to the Redeveloper's Workforce Requirement obligations as set forth in Section 3.02(k).

**3.02. Covenants and Restrictions of Redeveloper.**

(a) The Redeveloper shall construct the Project on the Property in accordance with the Final Site Plan, the Redevelopment Plan and Applicable Laws.

(b) The Redeveloper shall keep the Property free from any substantial accumulation of debris or waste materials, other than accumulation of debris or waste materials in the normal course of constructing the Project, and shall maintain in good condition any landscaping required to be planted on the Property pursuant to the Final Site Plan.

(c) The Redeveloper 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 or the Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and the Redeveloper and 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.

(d) The Redeveloper shall, in order to effectuate the purposes of this 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 requisite or proper for the Completion of Construction in accordance with the Final Site Plan, this Agreement, the Redevelopment Plan, and Applicable Laws.

(e) The Redeveloper shall, upon Completion of Construction, obtain all Governmental Approvals required authorizing the occupancy and uses of the Project for the purposes contemplated hereby.

(f) The Redeveloper shall not suspend or discontinue the performance of its obligations under this Agreement for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project, subject to an Event of Force Majeure.

(g) The Redeveloper shall cause the Project to be developed, financed, constructed, operated and maintained at its sole cost and expense.

(h) The Redeveloper shall develop, finance, construct, operate and maintain the Project consistent with Applicable Laws, Governmental Approvals, the Redevelopment Plan, and this Agreement, including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in this Redeveloper Agreement.

(i) The Redeveloper shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project in keeping with all deadlines as set forth in this Agreement.

(j) The Redeveloper shall immediately notify the City of any material change in its financial condition from the information provided to the City by the Redeveloper that would materially adversely impact the Redeveloper's financial capability to develop, finance, construct, operate, and maintain the Project.

(k) **Local Labor and Building Products.** Prior to the Commencement of Construction, the Redeveloper shall notify the City of an anticipated start date. The Redeveloper shall obtain from New Jersey Selective Assistance Vendor Information (“**NJSAVI**”) and/or the local Workforce Investment Board, a list of local labor (“**Local Labor**”) and businesses providing local building products (“**Local Building Products**”). In constructing the Project, the Redeveloper agrees that it will use Good Faith Efforts (as defined below) to meet the following workforce requirements (hereinafter, the “**Workforce Requirements**”):

1. Hire 20% of its Construction Labor Force from Local Labor;
2. Redevelopers should work with the office of Asbury Works to ensure training and employment for pre-construction, construction, and post-construction jobs for Asbury Park residents.
3. Existing Asbury Park residents should be given first preference to purchase or rent the new affordable housing units unless the restrictions imposed by any affordable housing funding subsidies received by the developer and/or applicable State statutes require otherwise.
2. Establish four (4) paid internships in the fields of property management, real estate development, or construction management with the Redeveloper, an Affiliate of the Redeveloper, the general contractor for the Project or any subcontractor or then known tenants/operators of the Project (“**Internships**”);
3. Establish two (2) apprenticeships, where the Redeveloper, an Affiliate of the Redeveloper, the general contractor for the Project or any subcontractor or then known tenants/operators of the Project where the individual is provided practical experience under the supervision of

skilled workers of a trade, art or calling in the construction field (“**Apprenticeships**”). Those awarded Apprenticeships must be at least 18 years of age, except where a higher minimum age standard is otherwise fixed by law.

4. Establish six (6) scholarships in the amount of \$2,500 each, to be used in the discretion of the recipient for vocational or academic education (“**Scholarships**”). Those who have successfully completed the Internships or Apprenticeships described above shall be eligible for a Scholarship.
5. The term “Good Faith Efforts” to meet the Workforce Requirements shall mean the actions described in Section 3.02(k)(1) through (4) above as well as the actions identified in Section 3.02(k)(5)(i) through (iii) below:
  - i. At least thirty (30) days prior to the Commencement of Construction of the Project, Entity shall notify the City Manager of an anticipated start date for Commencement of Construction.
  - ii. The Redeveloper shall hold a Workforce Information Session (the “**Workforce Information Session**”) for City residents at either a location within the City of Asbury Park or at the New Jersey One-Stop Career Center in Neptune. The Redeveloper shall also advertise the Workforce Information Session in the Asbury Park Press and The Coaster, at least ten (10) days before the Workforce Information Session, which advertisement shall include the date, time, and place of the Workforce Information Session, as well as a listing of the type of jobs available, approximate number of jobs available, and approximate hourly pay rate. The advertisement shall also indicate the availability of Apprenticeships, Internships, and Scholarships, unless the Redeveloper decides to hold a second Workforce Information Session, upon ten (10) days advertised notice, for those positions. At least ten (10) days prior to holding the Workforce Information Session, the Redeveloper shall notify the City Manager and the Career Centers at Asbury Park High School, the regional Vocational/Technical School, and the Career Center at Brookdale Community College of the need to attract Local Labor, and provide a copy of the advertisement. The Redeveloper shall request that the schools display the advertisement and solicit resumes from interested students.
  - iii. The Redeveloper shall provide to the City Manager, within thirty (30) days after the Workforce Information Session, a detailed report of its efforts to employ Local Labor on the Project, and a

list of resumes and/or inquiries received from local residents. At the time that the Redeveloper requests a Certificate of Completion, the Entity shall provide a second and final detailed report of its efforts to the City Manager in accordance with Section 4.05.

6. Compliance

- i. Should the Redeveloper fail to comply with all of the Good Faith Efforts to meet the Workforce Requirements required herein, or fail to provide documentation evidencing its Good Faith Efforts as described within sections 5(i) through (iii) above, to the satisfaction of the Mayor and City Council of the City of Asbury Park, the Redeveloper shall be required to make a payment to the Asbury Park Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council, in the amount of \$5,000 for each position (including Apprentices and Interns) it was unable to fill using Local Labor in order to meet the requirements set forth above. No remedy other than payment into the specified fund shall be required of the Redeveloper. If such payment is required, a Certificate of Completion shall not be issued to the Redeveloper until such payment is deposited into the specified fund.
- ii. If the Redeveloper has complied with all of the Good Faith Efforts, and has provided documentation evidencing its Good Faith Efforts as described within sections 5(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 Redeveloper shall be deemed to have complied with its Workforce Requirements for the purposes of the issuance of a Certificate of Completion.
- iii. If the Redeveloper is unable to find qualified applicants to meet the scholarship requirements set forth above, the Redeveloper shall pay to the City an amount equal to the unfilled scholarships, which monies shall be deposited to the City's Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council.

7. Opportunities for Women and Minorities in Construction Jobs: The Redeveloper shall make Good Faith Efforts to encourage women and minority participation in the construction of the Project. The Redeveloper shall be deemed to have satisfied the Good Faith Effort requirements contained within this Section if the Redeveloper takes the following actions:

- i. The Redeveloper shall disseminate information within the City and the County of Monmouth concerning opportunities for women and minority contractors, vendors and suppliers prior to the Commencement of Construction of the Project.
- ii. The Redeveloper shall 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 in order to encourage women and minority contractors/subcontractors to bid on the Project.
- iii. The Redeveloper shall notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required Good Faith Efforts to engage women and minorities in the construction of the Project.

(l) The Redeveloper shall indemnify the City as set forth in Section 15.08 hereof.

(m) The Redeveloper will promptly pay any and all taxes, payments in lieu of taxes, service charges, or similar obligations when owed to the City with respect to any property located within the City.

(n) The Redeveloper shall provide Affordable Housing Units in the Project in accordance with the following:

1. The Redeveloper shall provide not less than 19 Affordable Housing Units in the Project that are deed restricted to very low (30% or less than median income), low (50% or less than median income) and moderate income (51% - 80% of median income) households. The Affordable Housing Units shall be deed restricted as family units (in other words, they shall not be restricted to any particular population, other than income qualified). The Affordable Housing Units shall comply with all applicable laws, including the New Jersey Fair Housing Act (“FHA”), the regulations of the New Jersey Council on Affordable Housing, the Uniform Housing and Affordability Controls regulations (N.J.A.C. 5:80-26.1) adopted by the HMFA, any binding settlement agreements or Court Orders and the City’s affordable housing regulations. These Affordable Housing Units shall include, without limitation, the following:
  - i. Affordability controls shall be in the form of a deed restriction for not less than 30 years until terminated by the municipality. The deed restriction may be a form provided by HMFA and shall be approved by the City Attorney prior to its recording.

ii. Income distribution composed of not less than 50% low income (including 13% very low-income units consistent with the FHA), and the remaining units may be moderate income.

iii. The bedroom distribution shall conform to the floor plan of the approved plans.

iv. Affirmative marketing to the region consistent with the City's affirmative marketing plan.

v. Construction of the Affordable Housing Units shall occur simultaneously with the market rate units consistent with affordable housing unit phasing requirements as set forth within N.J.A.C. 5:93-5.6(d).

vi. The Affordable Housing Units shall be integrated with the market rate units. The integration of market rate and Affordable Housing Units shall conform to the floor plan of the Final Approved Plans.

2. The Redeveloper shall be required to engage a qualified affordable housing administrative agent, at its own cost, for the administration of the Affordable Housing Units. The Redeveloper must submit the name and the qualifications of its proposed affordable housing to the City prior to engaging that agent and the City shall have the right to approve this affordable housing administrative agent.

(o) The Redeveloper will engage local artists to design and install a form of public art connected to the 90 Memorial Drive Building consistent with the location depicted in the Project Renderings attached as **Exhibit B** to this Agreement. The public art shall receive approval of the Asbury Park Public Art Commission for design, placement, and method of installation. The design shall be an original design commissioned by the artist. The public art shall also follow the following requirements to the extent applicable to the Project:

1. Public art should reflect the contributions and role that the west side of the City has played in the cultural life of Asbury Park;
2. The Project's provision of areas for the placement art on development sites (public art components may include sculpture, fence design, walkway design, or other art displays or provisions for rotating exhibits);
3. Incorporation of arts display areas in parks and public plazas;
4. Incorporation of art into building design including, but not limited to, masonry patterns designed by artists or building faced recesses for the display of statuary or display cases for artwork.

(p) The Redeveloper shall use commercially reasonable good faith efforts to lease the residential space and the commercial/retail space in the Project and to ensure that it remains fully occupied for the full term of its Financial Agreement with the City.

**3.03. Effect of Covenants.** Within twenty (20) days of the Effective Date, the Redeveloper shall record the Declaration of Restrictions against the Property in the office of the Monmouth County Clerk. It is intended and agreed that the covenants and restrictions set forth within Section 3.02 shall be covenants running with the land. All covenants in Section 3.02, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this 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 its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof.

**3.04. Enforcement by City.** In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.02 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 for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City 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 shall have the right, in the event of any breach of any such agreement or covenant, after the applicable notice and grace period, to exercise all the rights and remedies as set forth in Article 7 of this Agreement.

**3.05. Duration of Covenants.** With respect to the Project, the covenants set forth in Section 3.02 shall be deemed satisfied upon termination of this Redeveloper Agreement as evidenced by the issuance by the City of a Certificate of Completion, provided, however, that upon issuance of the Certificate of Completion, the covenants set forth within Sections 3.02(b), (c), (l), (m), (o) and (p) shall survive for so long as there remains a Financial Agreement in place for this Project, and the covenants set forth within Section 3.02(n) relating to Affordable Housing Units shall remain in place for the full term of those deed restrictions.

#### **ARTICLE 4 PROJECT IMPLEMENTATION AND DEADLINES**

**4.01. General Project Scope.** It is understood and agreed by and between the Parties that the Redeveloper has the right to develop the Project at the Property consistent with the Final Site Plan and with the terms of all Applicable Laws, Governmental Approvals, the Redevelopment Plan, and this Agreement.

**4.02. Applications for Governmental Approvals; Acquisition Of Title To Property**

(a) The Redeveloper shall use commercially reasonable efforts to submit (if not already submitted) and to diligently prosecute to conclusion, all Applications for Governmental Approvals necessary for the financing, development, construction, operation, and maintenance of the Project on the Property.

(b) The City's designation of the Redeveloper as the redeveloper for this Property is contingent upon the Redeveloper taking title to the Property so that it may undertake and complete the Project on the Property. For that reason, the Redeveloper shall not Commence Construction of the Project on the Property until it has acquired title to the Property and has provided proof thereof to the City.

**4.03. Building Permits.** Upon the receipt of all Governmental Approvals (other than Building Permits) necessary for the development of the Project, including the final approval of the Financial Agreement, the Redeveloper shall promptly and in a commercially reasonable manner, and in any case, no later than 180 days after the receipt of all Governmental Approvals (other than Building Permits) necessary for the development of the Project, including the final approval of the Financial Agreement, complete construction drawings, and submit applications for Building Permits necessary for the development of the Project and use commercially reasonable efforts to diligently prosecute the applications to conclusion.

**4.04. Commencement of Construction.** The Redeveloper shall Commence Construction of the Project within the time period set forth within the Project Schedule attached hereto as **Exhibit D**; provided, however, that in no event shall the Redeveloper Commence Construction of the Project later than four (4) months from its receipt of Building Permits for the Project.

**4.05. Construction Logistics and Mitigation.** The Redeveloper shall construct the Project in accordance with the Site Access and Logistical Plan attached hereto as **Exhibit C**, as may be modified by the City, and as further required by the Planning Board, in order to mitigate disruption to the community during construction.

**4.06. Completion of Construction.** The Redeveloper shall Complete Construction of the Project within the time period set forth within the Project Schedule attached hereto as **Exhibit D**; provided, however, that the Redeveloper shall Complete Construction of the Project no later than thirty (30) months from the date of the Commencement of Construction of the Project.

**4.07. Deadlines: Extensions.** Upon the occurrence of an Event of Force Majeure, all deadlines contained in this Agreement shall be extended for the period of time equal to the delay caused by the occurrence of the Event of Force Majeure.

**4.08. Certificates of Occupancy and Certificates of Completion.** (a) Upon Completion of Construction of any phase of the Project, the Redeveloper may apply to the City seeking the issuance of a Certificate of Occupancy for that completed Project phase; provided, however, that with regard to the residential units being constructed for the Project, a Certificate of Occupancy shall not be issued for the residential units until the deed restrictions for the Affordable Housing Units required hereunder are signed and properly recorded.

(b) Following the issuance of all of permanent Certificates of Occupancy for the Project and the Redeveloper's satisfaction of the terms and conditions of this Redeveloper Agreement, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations with respect to the Project under this Redeveloper Agreement and has completed construction of the Project in accordance with the requirements of this Redeveloper Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the Project in this Redeveloper Agreement (except for those covenants which by terms of this Redeveloper Agreement survive the issuance of a Certificate of Completion) with respect to the obligations of the Redeveloper to construct the Project within the dates for completion of same.

Within 30 days after written request by the Redeveloper, the City shall provide the Redeveloper with the Certificate of Completion or with a written statement setting forth in detail the reasons why it believes that the Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this or any other applicable agreement.

## **ARTICLE 5 INFRASTRUCTURE IMPROVEMENTS**

### **5.01. Responsibility for Construction of Infrastructure Improvements.**

(a) The Redeveloper is responsible for all Infrastructure Improvements and Streetscape Improvements as required in the Planning Board Approval.

(b) The City is not responsible for the costs of any Infrastructure Improvements. Although the City shall not be responsible for any costs associated with Infrastructure Improvements, the City shall, to the extent permitted by law, cooperate with, and execute such documents or agreements as may be required, and assist the Redeveloper to the fullest extent practicable in connection with the Redeveloper's efforts to obtain all consents, permits, approvals and authorizations as may be required for the Redeveloper's development and construction of the Infrastructure Improvements. Since the Infrastructure Improvements may require the County approval, the Redeveloper and City will cooperate to secure.

(c) The Redeveloper and the City acknowledge that the Streetscape Improvements will be undertaken by the Redeveloper in accordance with the Planning Board Approval and County approval.

## **ARTICLE 6 PROHIBITION AGAINST ASSIGNMENT AND TRANSFER**

**6.01. Prohibition Against Transfers of Interests by Redeveloper.** The Redeveloper recognizes the importance of the Property to the general welfare of the community and that the identity of the Redeveloper and its qualifications are critical to the City in entering into this Agreement. The City considers that a transfer of the ownership in the Redeveloper or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership of or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, is for practical purposes a transfer or disposition of the Project. The Redeveloper recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Redeveloper, and, in so doing, the City is relying on the obligations of the Redeveloper and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by the Redeveloper hereunder.

As a result, prior to completion of the Project on the Property, as evidenced by the issuance of a Certificate of Completion, except with the express prior written consent of the City, which consent shall be granted or denied in the City's sole and absolute discretion, the Redeveloper agrees for itself and all successors in interest that, unless otherwise permitted under this Agreement, there shall be no sale, transfer or assignment of (i) the Property; (ii) any equity interest in the Redeveloper, nor any direct or indirect change in control of the Redeveloper as it exists on the Effective Date, whether by changes in capitalization, merger, or otherwise; or (iii) the Agreement. With respect to this provision, the Redeveloper and the persons signing this Agreement on behalf of the Redeveloper represents that each has authority to agree to this provision on behalf of the current members of the Redeveloper and to bind it with respect thereto.

**6.02. Exemptions from Prohibited Transfers.** Notwithstanding the foregoing, and with the consent of the City, which shall not be unreasonably withheld, the following shall not constitute a prohibited transfer, for purposes of Section 6.01:

(a) After Governmental Approvals have been obtained, the assignment by the Redeveloper of its rights under this Redeveloper Agreement upon the following conditions: (i) the assignee of the Redeveloper must be an entity controlling, controlled by, or under common control of the Redeveloper; (ii) the assignee of the Redeveloper shall assume all of the obligations of the Redeveloper hereunder, but the Redeveloper shall remain primarily liable for the performance of the Redeveloper's obligations, (iii) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City, (iv) such assignment does not violate any of the Governmental Approvals.

(b) After Governmental Approvals have been obtained, beneficial interest of the Redeveloper may be transferred so long as such transfer: (i) does not result in the

current controlling owners of the Redeveloper (or business entities which they control) no longer controlling the Redeveloper; (ii) when aggregated with all other transfers, does not result in a transfer of 90% or more of the beneficial interests in the Redeveloper to individuals or entities other than the Redeveloper, its Affiliates or an investor entity without direct or indirect affirmative control rights with respect to the governance of the Redeveloper, and (iii) does not violate any of the Governmental Approvals. As used in Section 6.01 and 6.02, “control” shall mean the power to direct the affairs of an entity, whether by ownership of a majority of the beneficial interest, by contract, or otherwise. Notwithstanding the above language, however, the Redeveloper shall be permitted to create a condominium for the Property pursuant to the Condominium Law, N.J.S.A. 46:8B-1 et seq. and/or to subdivide the Property pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., provided that any subsequent transfer of a lot or condominium unit, which comprises any portion of the Project, is made in accordance with Article 6 of this Agreement and all Applicable Laws.

(c) (i) transfers of membership interests, directly or indirectly, of the Redeveloper between and among its existing members; (ii) transfers of membership interests of the Redeveloper from any member to his or her respective spouse and/or non-minor child or children; (iii) a transfer that occurs by devise, descent, or by operation of law upon the death of a natural person or a transfer of ownership interests of the Redeveloper by the members of a trust, the beneficiary or beneficiaries of which are such member's immediate family members (spouse and/or child or children), established for estate planning purposes; provided however that none of the above transfers shall be or be deemed to be or operate in any way as a full or partial release of the Redeveloper or any member from any of the obligations of the Redeveloper in this Agreement.

(d) transfers implemented to support financing of the Project.

**6.03. Transfer of Redeveloper Agreement.** Redeveloper further agrees for itself, its successors and assigns, that prior to the Completion of Construction of the Project, as evidenced by the issuance of a Certificate of Completion it will not make or create, or suffer to be made or created, any sale, assignment, conveyance, lease or transfer in any other mode or form (collectively, the “**Transfers**”) of its interests in the Project or its interest in this Agreement, without the prior written approval of the City, except as provided herein.

**6.04 Consent to Permitted Transfers.** The City hereby consents, without the necessity of further approvals from any entity, to the following Transfers: (i) any Mortgage or related security granted by the Redeveloper to a Permitted Mortgagee for the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Redeveloper Agreement with respect to the Completion of Construction of the Project and any other purpose authorized by this Redeveloper Agreement, (ii) any Mortgage or Mortgages and other liens and encumbrances granted by the Redeveloper to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project, or (iii) if a Permitted Mortgagee shall acquire title to any portion of the Property pursuant to any such foreclosure or other

court proceedings, or action in lieu thereof, any subsequent transfer of such Property by such Permitted Mortgagee to a Permitted Successor. With respect to any of the Transfers listed in this Section 6.04, the Redeveloper shall provide to the City written notice 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.

**6.05. Prohibition Against Speculative Development.** Because of the importance of the Project to the general welfare of the community, the Redeveloper represents and agrees that its acquisition of the Property and the Redeveloper's undertakings pursuant to this Redeveloper Agreement will not be used for speculation in land holding. Notwithstanding anything contained herein to the contrary, the Redeveloper may sell, lease, and transfer the Project and interests in the Project in accordance with the terms of this Redeveloper Agreement and the Tax Exemption Law.

**6.06. Information as to Ownership of Redeveloper.** In order to assist in the effectuation of the purpose of this Article 6, the Redeveloper agrees that during the period between the execution of this Redeveloper Agreement and the Completion of Construction of the Project as evidenced by the issuance of a Certificate of Completion, the Redeveloper shall, at such time or times as the City may 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 Redeveloper, setting forth all of the partners, both general and limited, managing members, shareholders, or other owners of equity interests of the Redeveloper and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Redeveloper, their names and the extent of such interests.

## **ARTICLE 7 DEFAULT AND REMEDIES**

**7.01. 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 thirty (30) days, after receipt by the City of written notice from Redeveloper 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 thirty (30) 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.

**7.02. Redeveloper Defaults.** Any one or more of the following shall constitute an Event of Default by the Redeveloper:

(a) Failure of the Redeveloper to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a

period of thirty (30) days, after receipt by the Redeveloper of written notice from the City 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 thirty (30) days after such written notice has been given, it shall not be an Event of Default as long as the Redeveloper is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

(b) (i) The Redeveloper 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 Redeveloper and shall not have been dismissed for a period of ninety (90) consecutive days; (iii) the Redeveloper (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 Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Redeveloper, 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 Redeveloper, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Redeveloper, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of sixty (60) consecutive days; (ix) the Redeveloper shall have suspended the transaction of its usual business.

(c) Failure of the Redeveloper to meet the deadlines as set forth in Article 4 as may be reasonably extended pursuant to Section 4.08 of this Redeveloper Agreement and continuance of such failure for a period of thirty (30) days after receipt by the Redeveloper of written notice from the City specifying the nature of such failure and requesting that such failure be remedied.

(d) the Redeveloper or its successor in interest shall fail (i) to pay any real estate taxes or assessments on the Project and the Property or any other site or property owned by the Redeveloper or its Affiliates when due and payment remains delinquent for thirty (30) days after notice has been received, (ii) shall place on the Project and the Property any encumbrance or lien unauthorized by this Redeveloper Agreement, or (iii) shall suffer any levy or attachment to be made, or any construction liens that have not been adequately bonded or collateralized, or any other unauthorized encumbrance or lien to attach, and such real estate taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within sixty (60) days after written demand by the City to do so.

(e) There is, in violation of this Redeveloper Agreement, a transfer or assignment as prohibited in Article 6.

**7.03. Remedies of City Upon Event of Default by Redeveloper.** (a) Whenever any Event of Default by the Redeveloper shall have occurred and be continuing, after the applicable notice and cure period, the City may terminate this Redeveloper Agreement and cancel the Financial Agreement, if any, and/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 Redeveloper under this Redeveloper Agreement.

(b) In addition to, and not in limitation of, the remedies available to the City as set forth above, the City 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 6; or (ii) any action by Redeveloper in breach of covenants as set forth in Section 3.02.

**7.04. Remedies of Redeveloper Upon Event of Default by City.** Whenever any Event of Default by the City shall have occurred and be continuing, the Redeveloper 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 under this Redeveloper Agreement; provided, however, that the City shall not be subject to punitive, consequential or special damages of any kind.

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

**7.06. Failure or Delay by Either Party.** Except as otherwise expressly provided in this Redeveloper Agreement, any failure or delay by either 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 either 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.

**7.07. Remedies Cumulative.** No remedy conferred by any of the provisions of this Redeveloper 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 8  
ESCROW FOR CITY COSTS**

**8.01. Professional Costs Escrow.** The Redeveloper shall be solely responsible to pay all of the reasonable professional costs and expenses incurred by the City (excluding costs and expenses incurred by City employees) in connection with the negotiation and administration of this Redeveloper Agreement and the preparation of authorizing legislation, the negotiation and administration of the Financial Agreement and the preparation of authorizing legislation, the preparation of any amendments to the Redevelopment Plan and authorizing legislation necessary to implement the Project, the City's entry into any of agreements with the Redeveloper relating to this Project, and any other professional costs relating to the Project or the Property (collectively, the "City Costs"). The Redeveloper shall be responsible to fund an escrow account to be held by the City for use by the City in paying the City Costs (the "City Costs Escrow"). Simultaneously with its submission of the executed Redeveloper Agreement to the City, the Redeveloper shall pay the City an initial deposit in the sum of ten thousand (\$10,000.00) dollars to be deposited by the City into the City Costs Escrow and used for the purposes authorized herein. If the City Costs Escrow is depleted so that there is only two thousand five hundred (\$2,500.00) dollars or less remaining in the escrow and there are still City Costs to be paid, the City shall provide written notice to the Redeveloper requiring the Redeveloper to replenish the City Costs Escrow with another ten thousand (\$10,000.00) dollars or in an amount to be determined by the City and, within fifteen (15) days of its receipt of such written notice, the Redeveloper shall replenish the City Costs Escrow in that amount. Upon the completion of the Project, or upon the termination of the Agreement, any funds remaining in the City Costs Escrow shall first be utilized to fully satisfy any outstanding City Costs, and then any remaining funds shall be promptly returned by the City to the Redeveloper.

**8.02. Escrow Procedures.** The City Costs Escrow shall be held by the City in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated account referenced to the Agreement. The City shall use the escrow account in accordance with the provisions of this Redeveloper Agreement. All professional staff, retained professionals and outside consultants shall bill their time in tenth (1/10) hour increments in accordance with their current contracts with the City.

**ARTICLE 9  
EVENTS OF FORCE MAJEURE - DELAYS**

**9.01.** For the purposes of any of the provisions of this Redeveloper Agreement, no party, as the case may be, nor any successor in interest, shall be considered in breach of, or in default with respect to its obligations hereunder for their failure to satisfy a deadline due to the occurrence of an Event of Force Majeure. Rather, such deadline will be extended for the period of time equal to the delay caused by the Event of Force Majeure. In addition, with respect to the construction schedule, to the extent that the City shall fail

to act upon complete, compliant and properly submitted Applications for Governmental Approvals in the time frame established by law or regulation, upon notice to the City of such delay, the relevant dates in the construction schedule shall be extended on a day for day basis for each day that such approval is delayed.

## **ARTICLE 10 WAIVER**

**10.01.** No waiver made by any party with respect to any obligation of any other party under this Redeveloper Agreement shall be considered a waiver of any rights of the party making the waiver beyond those expressly waived in writing and to the extent thereof.

## **ARTICLE 11 REGULAR REPORTS, COOPERATION AND COMPLIANCE**

**11.01. Regular Reports.** The Redeveloper shall make quarterly reports to the City on the first day of February, May, August and September, and at such other times as may reasonably be requested by the City, providing information regarding the following:

- (a) the Redeveloper's efforts to obtain funding for the Project;
- (b) the Redeveloper's efforts to obtain all Governmental Approvals required for the Project;
- (c) the Redeveloper's compliance with all deadlines and milestones set forth within its Project Schedule, including the deadlines for the Commencement and Completion of Construction of the Project; and
- (d) such other matters as the City shall reasonably request be addressed in such reports.

**11.02. Implementation of Redeveloper 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 Redeveloper Agreement and the Redevelopment Plan and further agree to cooperate as may be reasonably requested by any Permitted Mortgagee of Redeveloper in connection with obtaining financing for the Project; provided, however, that all cost of such action shall be borne by Redeveloper.

**11.03. Enforcement of Redeveloper Agreement and the Redevelopment Plan.** The Parties hereto agree to cooperate with each other, furnish all necessary and reasonable documentation and take all necessary actions to assure compliance with the terms of this Redeveloper Agreement and the Redevelopment Plan.

## **ARTICLE 12 CITY POWERS**

**12.01. City Council Acting on behalf of City.** The City shall exercise its powers, duties, rights, and responsibilities set forth in this Redeveloper Agreement by resolution unless otherwise provided by law, the Redevelopment Plan, or this Redeveloper Agreement, provided, however, that nothing herein shall prohibit the City from delegating to a Redevelopment Entity other than the City Council any of the powers, duties, rights, and responsibilities that may be exercised by a redevelopment entity under the LRHL.

**ARTICLE 13  
MORTGAGE FINANCING: RIGHTS OF THE MORTGAGEE**

**13.01. Mortgage Financing.** All monies obtained in connection with any construction financing for the Project must be devoted to the construction of improvements on the Property, related hard costs such as land acquisition, and related soft costs such as interest, professional fees and filing fees. Thereafter, upon completion of the Project, as evidenced by issuance of a Certificate of Completion for the Project, Redeveloper may refinance the Project without restriction. If any Permitted Mortgagee requests a revision to the terms of this Redeveloper Agreement, the City shall reasonably cooperate with the Redeveloper in approving any such change, so long as such proposed revision(s), does not materially modify or change the rights of the City as set forth in this Redeveloper Agreement.

**13.02. Completion Of Project By Mortgagee.** Notwithstanding any of the provisions of this Redeveloper Agreement, including those which are or are intended to be covenants running with the land, any Permitted Mortgagee holding a Mortgage on the Project and the Property (including any such holder who obtains title to the Property 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 Property from or through such holder or (ii) any purchaser at foreclosure sale other than the holder of the Mortgage itself, shall in no way be obligated by the provisions of this Redeveloper Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in this Redeveloper Agreement be construed to so obligate such holder; provided that nothing in this Article or any other Article or provision of this Redeveloper Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property 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.

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

**13.04. 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 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 Redeveloper 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 satisfactory to the City, to complete, in the manner provided in this Redeveloper Agreement, the Project on the Property or the part thereof to which the lien, interest or title of such holder relates.

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

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

## **ARTICLE 14 FINANCIAL AGREEMENT**

**14.01. Tax Exemption and Payment in Lieu of Tax.** The Redeveloper has applied or intends to apply to the City for approval of a Financial Agreement providing for a payment in lieu of taxes (a “PILOT”) under the Tax Exemption Law.

Any PILOT granted by the City to Redeveloper shall not be deemed to have been “approved” for purposes of this Article unless and until (i) all applicable times for filing an appeal of such approval has expired without the filing of any appeal, or if an appeal is filed, all such appeals have been resolved fully in favor of Redeveloper and the time for filing any further appeals has expired with the filing of any such further appeals and (ii) the City and the Redeveloper shall have both executed a Financial Agreement for a PILOT for the Project.

The Redeveloper agrees to make application to the City for approval of the PILOT and acknowledges that the City retains full discretion under applicable law as to whether or not to grant the PILOT. In the event that (i) the City does not approve the Redeveloper’s application for the PILOT (or, having approved the PILOT, an appeal is filed and is finally resolved against Redeveloper), or (ii) if the City fails to enter into a Financial Agreement with the Redeveloper for the Project, the Redeveloper shall have the option to terminate this Agreement by providing notice to the City to that effect. In the event that the

Agreement is terminated, the Redeveloper shall be obligated to pay the City all City Costs incurred through the date of the termination of this Agreement.

To the extent that any provision of the Financial Agreement and this Redeveloper Agreement are inconsistent, both shall be given full force and effect to the greatest extent reasonably practicable. To the extent that an actual conflict arises, the terms of the Redevelopment Agreement shall control unless the conflict is with regard issues relating to the tax exemption to be provided to the Redeveloper, in which event the Financial Agreement shall control.

## **ARTICLE 15 MISCELLANEOUS**

**15.01. No Consideration for Agreement.** The Redeveloper warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Redeveloper further warrants that 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 Agreement.

**15.02. Non-Liability of Officials and Employees of the City and the Redeveloper.**

(a) No member, official or employee of the City shall be personally liable to the Redeveloper, 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 Redeveloper or its successor, or on any obligation under the terms of this Agreement.

(b) Unless otherwise obligated hereunder as a guarantor, no member, officer, shareholders, director, partner or employee of the Redeveloper, and no member, officer, shareholders, director, partner or employee of the members of the Redeveloper or the members of the Redeveloper shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the City, or their successors, on any obligation under the terms of this Agreement.

**15.03. Inspection of Books and Records.**

(a) The City shall have the right at all reasonable times to inspect the books and records of the Redeveloper pertinent to the purposes of this Agreement, including but not limited to construction contracts, books and records, leases, insurance policies, and agreements.

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

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

**15.04. Modification of Agreement.** No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Parties. In the case of the City, this Agreement cannot be modified, waived, amended, discharged or changed without formal action by the City Council.

**15.05. 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.

**15.06. Title of Articles and Sections.** The titles of the several Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

**15.07. Severability.** The validity of any Articles, Section, clauses or provisions of this Agreement shall not affect the validity of the remaining Articles, Sections, clauses or provisions hereof.

**15.08. Indemnification.** The Redeveloper, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless 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 from or in connection with (i) any breach by the Redeveloper or its agents, employees or consultants, of the Redeveloper's obligations under this Agreement, or (ii) the acts or omissions of the Redeveloper or of the Redeveloper's agents, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project, provided, however, that no defense or indemnification shall be required pursuant to this Section in the event that the indemnification otherwise due pursuant to this Section is attributable to the gross negligence of the City.

**15.09. Estoppel Certificates.** Within fifteen (15) days following written request by the Redeveloper, or of any Permitted Mortgagee, purchaser, tenant or other party having an interest in the Project, the City shall issue a signed estoppel certificate either stating that this Agreement is in full force and effect and that there is no default or breach under this Agreement (nor any event which, with the passage of time and the giving of notice, would result in a default or breach under this Agreement), or stating the nature of the default or breach or event, if any. In the event that the estoppel certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach and/or event

may be cured. The Redeveloper shall not request and the City shall not be required to issue more than three (3) estoppel certificates in any calendar year.

**15.10. Casualty Loss.** If, prior to Completion of Construction of the Project, any part of the Project is damaged as a result of fire or other casualty, the obligations of the Parties hereto shall remain unaffected; provided, however, to the extent that such casualty is not otherwise an event of Force Majeure, that if Redeveloper believes in good faith that an extension of time within which the Redeveloper is required to Complete Construction is necessary due to casualty loss, the Redeveloper shall immediately notify the City that the date for Completion of Construction should be adjusted as aforesaid and the City and the Redeveloper shall cooperate to reasonably determine to what extent, if any, the scheduled Completion of Construction date shall be extended. The Redeveloper hereby agrees to furnish the City with written notification of any such fire and casualty within twenty-four (24) hours of the occurrence of such event.

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

**15.12. Notices and Demands.** A notice, demand, or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (and receipt acknowledged) to the Parties at their respective addresses set forth herein, or at such other address or addresses with respect to the Parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this paragraph, with a copy contemporaneously sent via electronic mail to the addresses provided below.

**If to the City:**

City of Asbury Park

City Manager  
One Municipal Plaza  
Asbury Park, New Jersey 07712

with copies to:

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

Freehold, NJ 07728

**If to the Redeveloper:**

Memorial Avenue Holdings Urban Renewal Company LLC  
921 Claire Drive  
Lakewood, New Jersey 08701  
Attention: Jacob Lipschitz

with copies to:

The Law Office of Kevin Kennedy, LLC  
165 Highway 35  
Red Bank, NJ 07701

**15.12 Successors Bound.** This Agreement shall be binding upon the respective Parties hereto and their permitted successors and assigns.

**15.13 Exhibits.** Any and all Exhibits annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement by this reference thereto.

**15.14 Authorization.** Each of the Parties hereto which are business entities represent and warrant that each has complied with all necessary formalities and the undersigned signatory has been duly authorized to execute this Agreement on behalf of such entity.

*[Signatures to this Agreement appear on the following page]*

**IN WITNESS WHEREOF**, the Parties have executed this Redeveloper Agreement effective as of the latest date of the signatures affixed hereto.

Attest:

**The City of Asbury Park**

\_\_\_\_\_

By:

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

Date:

\_\_\_\_\_

Witness/Attest:

**MEMORIAL AVENUE HOLDINGS  
URBAN RENEWAL COMPANY LLC**

\_\_\_\_\_

By:

\_\_\_\_\_  
Name: Jacob Lipshitz  
Title: Managing Member

Date:

\_\_\_\_\_

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

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

day

Sworn and subscribed to before me this \_\_\_\_  
of \_\_\_\_\_, 2026.

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

## **EXHIBIT A**

### **Project Description**

- **Overview:**
  - Development of the property located at 90 Memorial Drive, Asbury Park, New Jersey with a project that will include 92 residential rental units, of which not less than 19 of such residential units are to be Affordable Housing Units (as such term is defined in the Redevelopment Agreement), and up to 73 of which shall be unregulated market rate residential rental units; and the provision of approximately 7,798 square feet of Commercial and 4,075 square feet of retail space.
  
- **Project Components**
  - The Project will be a single building that is mixed use and mixed income and that will include:
    - 92 rental housing units, including no fewer than 19 Affordable Housing Units which will comply with COAH/UHAC standards, and the remaining non-regulated units will be market-rate apartments or a superintendent apartment;
    - Ground level non-residential space of approximately 7,000 square feet with a range of permitted community focused uses including but not limited to retail sale of goods, restaurants, professional offices, artist galleries, exhibit space or studios including accessory spaces, live/work artist space both connected or unconnected to residential dwelling units, business uses, fitness or personal training spaces, theater uses, and performance spaces, subject to the additional restrictions set forth within section 3.02 (p) of this Agreement.
    - The provision of not less than 107 off-street parking spaces on the Property
  - Local artists will be engaged to support a public art project on the proposed building to enhance the City entry.
  - The Redeveloper shall make Good Faith Efforts to meet the Workforce Requirements noted in this Agreement and to encourage women and minority participation in the construction of the Project as described within the Redevelopment Agreement.

**EXHIBIT B**  
**Project Renderings**



MVMK  
Minervini Vandermark Mella Kelly



MVMK  
Minervini Vandermark Mella Kelly





**EXHIBIT C**  
**Site Access and Logistical Plan**



**EXHIBIT D**  
**Project Schedule**

## **EXHIBIT D**

**Memorial Ave Holdings LLC  
900-904 Springwood Avenue/nka 90 Memorial Drive  
Asbury Park, NJ  
Block 705, Lots 1 – 4 (New Lot 4.01)**

### **PROJECT SCHEDULE**

Construction Timeline

Planning Board Approval: Obtained

Successfully Expiration of Planning Board Appeal Period: Satisfied

Footings and Foundation Permits: Submitted

Financing: Nearly completed, the Developer's representatives advise that the financing should be finalized on or before February 28, 2026

Demolition: Within 60 days of execution of the Redevelopment Agreement

Commencement of Construction Date: Within 6 months from the execution of the Redevelopment Agreement

Construction Completion Date: No more than 2 years from the issuance of the foundation and footing permits



**ORDINANCE - 2026-3**

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

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

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

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

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

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

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

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

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

- 1. GENERAL.** The aforementioned recitals are incorporated herein as though fully set forth at length.
  
- 2. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED.** (a) The Mayor is hereby authorized and directed to execute the Financial Agreement, substantially in the form as it has been presented to the City Council, and attached hereto as Exhibit A, subject to additions, deletions, modifications, or revisions deemed necessary and appropriate in consultation with counsel. (b) The Clerk of the City is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section 2(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document. (c) The City Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the City. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the City Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County Counsel for informational purposes.
  
- 3. SEVERABILITY.** If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.
  
- 4. ACTION REGARDING FINANCIAL AGREEMENT.** The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Financial Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

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

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

I, ANTHONY CUCCI, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2026-\_\_ which was finally adopted by the City Council at a meeting held on the \_\_ day of \_\_\_\_, 2026

CERTIFIED BY ME THIS \_\_ DAY OF \_\_\_\_, 2026.

\_\_\_\_\_  
Anthony Cucci, City Clerk

ANTHONY CUCCI  
CITY CLERK

**Financial Agreement**

**By and Between**

**The City of Asbury Park**

**and**

**Memorial Avenue Holdings Urban Renewal Company  
LLC**

**FINANCIAL  
AGREEMENT**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 1**  
**GENERAL PROVISIONS**

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

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

meanings:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE II** **APPROVALS**

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

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

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

**ARTICLE III**  
**DURATION OF AGREEMENT**

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

**ARTICLE IV**  
**ANNUAL SERVICE CHARGE**

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

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

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

taxes or tax liens on the land until paid.

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

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

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

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

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

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

Land and Improvements, whichever is greater;

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

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

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

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

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

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

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

## **ARTICLE V** **DISPUTE RESOLUTION**

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

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

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

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

**ARTICLE VII**  
**REPORTS AND AUDITS**

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

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

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

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

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

**ARTICLE VIII**  
**SALE AND/OR ASSIGNMENT PROVISIONS**

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

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

**ARTICLE IX**  
**WAIVER**

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

**ARTICLE X**  
**NOTICE**

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

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

**If to the City:**

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

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

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

with a copy to:

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

**If to the Entity:**

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

with a copy to:

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

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

**ARTICLE XI**  
**DEFENSE/INDEMNIFICATION**

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

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

## **ARTICLE XII** **DEFAULT**

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

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

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

**12.04 Remedies Upon Default Cumulative; No Waiver.** Subject to the other terms and conditions of this Agreement, all of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of Entity's failure to pay property taxes, the Annual Service Charge and/or any applicable water and sewer charges and interest

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

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

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

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

### **ARTICLE XIII** **TERMINATION**

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

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

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

**ARTICLE XIV**  
**MISCELLANEOUS**

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

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

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

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

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

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

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

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

**[Signature Pages to Follow]**

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

Witness/Attest:

**The City of Asbury Park**

\_\_\_\_\_

By: \_\_\_\_\_  
John Moor  
Mayor

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

Witness/Attest:

**Memorial Avenue Holdings Urban Renewal LLC**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Jacob Lipshitz  
Title: Managing Member

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

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

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

Sworn and subscribed to before me this \_\_\_ day  
of \_\_\_\_\_, 2026.

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

**EXHIBIT A**  
**LONG TERM TAX EXEMPTION APPLICATION FOR PROJECT**

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

APPLICATION FOR LONG TERM TAX EXEMPTION

(COMMERCIAL/RESIDENTIAL/CONDOMINIUM PROJECT)

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

MEMORIAL AVENUE HOLDINGS URBAN RENEWAL COMPANY LLC

Name of Applicant

POB 1298 Lakewood NJ 08701

Address of Applicant

2-12 Memorial Ave, 900-906 Springwood Ave

Address of Project Site

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

**SECTION A: APPLICANT INFORMATION**

- 1. Name of Applicant:** MEMORIAL AVENUE HOLDINGS URBAN RENEWAL COMPANY LLC
  
- 2. Address of Applicant:**  
POB 1298 Lakewood NJ 08701

**SECTION B: PROPERTY INFORMATION**

- 3. Identification of Property:**
  - a. State the street address of the proposed project site (the "Project Site"), according to the currently effective tax map of the City (the "Official Map"):  
2-12 Memorial Ave, 900-906 Springwood Ave
  
  - b. State the block and lot number(s) corresponding to the Project Site on the Official Map:  
Block 705 Lots 1,2,3,&4
  
  - c. Identify the designated Redevelopment Area or applicable zone district in which the Project Site is located: Springwood Ave Redevelopment Zone
  
  - d. Attach a metes and bounds description of the Project Site.  
See Attached
  
  - e. Attach a sealed copy of a survey of the Project Site OR provide a plotting thereof drawn from the Official Map.  
See Attached

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

a. Current Assessment

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

b. Current Tax Status

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

c. Merger

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

**SECTION C. MUNICIPAL ASSISTANCE REQUESTED**

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

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

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

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

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

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

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

d. \_\_\_\_ Long Term Residential Condominium.

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

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

## SECTION D: PROJECT INFORMATION

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

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

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

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

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

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

**13. Disclosure Statement:**

- a. Name of Corporation, Partnership or Entity:  
Memorial ave Holdings LLC
  
- b. Principal place of business:  
188 Hadassah Lane Lakewood NJ 08701
  
- c. Name of statutory agent and address upon whom legal process may be served is: Jacob Lipschitz
  
- d. Incorporated in the State of New Jersey

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

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

- e. Name of Directors

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

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

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

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

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

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

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

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

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

The project will provide 19 affordable housing units.

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

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

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

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

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

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

---

Signature

Jacob Lipschitz

---

Print Name and Title

12/12/2022

---

Date

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



**ORDINANCE - 2026-4**

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

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

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

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

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

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

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

Section 2-88. Development Fees.

2. Purpose

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

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

3. Basic Requirements

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

4. Residential Development Fees

1. Imposed fees

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

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

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

the lowest floor, including basement together with the attendant utilities and sanitary facilities, elevated to or above base flood elevation; and

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

#### 5. Non-Residential Development Fees

##### 1. Imposition of fees

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

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

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

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

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

development, whichever is later.

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

#### 6. Collection Procedures

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

#### 7. Appeal of development fees

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

## 8. Affordable Housing Trust Fund

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

## 9. Use of Funds

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

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

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

#### 10. Monitoring

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

#### 11. Ongoing Collection of Fees

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

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

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

**Repealer**

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

**Severability**

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

**Effective Date**

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

I, ANTHONY CUCCI, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2026-\_\_ which was finally adopted by the City Council at a meeting held on the \_\_ day of \_\_\_\_, 2026

CERTIFIED BY ME THIS \_\_ DAY OF \_\_\_\_, 2026.

\_\_\_\_\_  
Anthony Cucci, City Clerk

ANTHONY CUCCI  
CITY CLERK



**ORDINANCE - 2026-5**

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

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

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

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

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

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

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

**31. Introduction & Applicability**

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

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

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

## 32. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

door on the unit entrance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Non-residential development” means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Monitoring and Reporting Requirements

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

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

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

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

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

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

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

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

#### 4. Utilities.

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

#### 5. Income split and bedroom distribution.

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

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

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

### 31. Affordable Housing Programs

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

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

those restricted units.

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

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

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

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

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

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

identified in the deed restriction.

4. If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.
  5. After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:
    1. If the municipality exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or
    2. If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.
  6. Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
  7. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
  8. At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
  9. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.
38. Price Restrictions for Restricted Ownership Units and Resale Prices.
1. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:
    1. The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.
    2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the standards set forth in N.J.A.C 5:80-26.7.
      1. If the resale occurs prior to the one-year anniversary of the date on which title to the unit was transferred to a certified household, the maximum resale price for a is the most recent non-exempt purchase price.
      2. If the resale occurs on or after such anniversary date, the maximum resale price is the most recent non-exempt purchase price increased to reflect the cumulative annual percentage increases to the regional median income, effective as of the same date as the regional median income calculated pursuant to N.J.A.C. 5:80-26.3
    3. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be:
      1. those that render the unit suitable for a larger household or the addition of a bathroom.
      2. The maximum resale price may be further increased by an amount up to the cumulative dollar value of approved capital improvements made after the last non-exempt sale for improvements and/or upgrades to the unit,

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

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

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

4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household or a middle-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
  1. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for housing expenses, and the proposed housing expenses will reduce its housing costs;
  2. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for housing expenses in the past and has proven its ability to pay; or
  3. The household is currently in substandard or overcrowded living conditions;
  4. The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments
40. Limitations on Indebtedness Secured by Ownership Unit; Subordination.
  1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.
  2. With the exception of original purchase money mortgages, neither an owner nor a lender shall at any time during the control period cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C. 5:80-26.7(c).
41. Control Periods for Restricted Rental Units.
  1. Control periods for units that meet the definition of prior round units shall be pursuant to the 2001 UHAC rules originally adopted October 1, 2001, 33 N.J.R. 3432, and amended December 20, 2004, 36 N.J.R. 5713 and shall remain subject to the requirements of this ordinance for a period of at least 30 years as applicable unless otherwise indicated.
  2. Other than for prior round units, control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 40 years. Restricted rental units created as part of developments receiving 9% Low-Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period for a total of 45 years.
  3. The affordability control period for a restricted rental unit shall commence on the first date that a unit is issued a certificate of occupancy following the execution of the deed restriction or, if affordability controls are being extended, on the effective date of the extension, which is the end of the original control period.
  4. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years.
  5. Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
  6. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property. The deed restriction shall be recorded by the developer with the county records office, and

provided as filed and recorded, to the Administrative Agent within 30 days of the receipt of a certificate of occupancy.

7. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
  1. Sublease or assignment of the lease of the unit;
  2. Sale or other voluntary transfer of the ownership of the unit;
  3. The entry and enforcement of any judgment of foreclosure on the property containing the unit; or
  4. The end of the control period, until the occupant household vacates the unit, or is certified as over-income and the controls are released in accordance with UHAC.

42. Rent Restrictions for Rental Units; Leases and Fees.

1. The initial rent for a restricted rental unit shall be set by the Administrative Agent.
2. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be retained on file by the Administrative Agent.
3. No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
  1. Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.
4. Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
5. Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.
6. Pet fees may not exceed \$30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.
7. Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.
8. For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

43. Tenant Income Eligibility.

1. Tenant income eligibility shall be determined pursuant to N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:
  1. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the regional median income by household size.
  2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the regional median income by household size.
  3. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median income by household size.
  4. Middle-income rental units shall be reserved for households with a gross household income between 80% and 120% of median income.

2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income or moderate-income household, or middle-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
    1. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
    2. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
    3. The household is currently in substandard or overcrowded living conditions;
    4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
    5. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
  3. The applicant shall file documentation sufficient to establish the existence of any of the circumstances in 2.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.
44. Municipal Housing Liaison.
1. The Municipal Housing Liaison shall be approved by municipal resolution.
  2. The Municipal Housing Liaison shall be approved by the Division, or is in the process of getting approval, and fully or conditionally meets the requirements for qualifications, including initial and periodic training as set forth in in N.J.A.C. 5:99-1 et seq.
  3. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program, including the following responsibilities, which may not be contracted out to the Administrative Agent:
    1. Serving as the primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the State, affordable housing providers, administrative agents and interested households.
    2. The oversight of the Affirmative Marketing Plan and affordability controls.
    3. When applicable, overseeing and monitoring any contracting Administrative Agent.
    4. Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.
    5. Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.
    6. Coordinating meetings with affordable housing providers and administrative agents, as needed.
    7. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.
    8. Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each affordable housing development.
    9. Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the document required in C.8. above has been duly recorded.
    10. Listing on the municipal website contact information for the MHL and Administrative Agents.
45. Administrative Agent.
1. All municipalities that have created or will create affordable housing programs and/or affordable units shall designate or approve, for each project within its HEFSP, an

administrative agent to administer the affordable housing program and/or affordable housing units in accordance with the requirements of the FHA, NJAC 5:99-1 et seq. and UHAC.

2. The fees for administrative agents shall be paid as follows:
  1. Administrative agent fees related to rental units shall be paid by the developer/owner.
  2. Administrative agent fees related to initial sale of units shall be paid by the developer.
  3. Administrative agent fees related to resales shall be paid by the seller of the affordable home.
  4. Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.
3. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s). The Operating Manual(s) shall be available for public inspection in the Office of the Clerk and in the office(s) of the Administrative Agent(s). Operating manuals shall be adopted by resolution of the Governing Body.
4. Subject to the role of the Administrative Agent(s), the duties and responsibilities as are set forth in N.J.A.C. 5:99-7 and which are described in full detail in the Operating Manual, including those set forth in UHAC, include:
  1. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;
  2. Affirmative marketing:
    1. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the municipality and the provisions of N.J.A.C. 5:80-26.16.
    2. Providing counseling, or contracting to provide counseling services, to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements; and landlord/tenant law.
  3. Household certification.
    1. Soliciting, scheduling, conducting and following up on interviews with interested households.
    2. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit, or middle-income unit;
    3. Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.
    4. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in the Appendices J and K of N.J.A.C. 5:80-26.1 et seq.
    5. Creating and maintaining a referral list of eligible applicant households living in the housing region, and eligible applicant households with members working in the housing region, where the units are located.
    6. Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.
  4. Affordability controls.
    1. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for the recording at the time of conveyance of title of each restricted unit.
    2. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and filed properly with the County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit in accordance with UHAC.
    3. Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.

4. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.
  5. Records retention.
    1. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded recapture mortgage, and note, as appropriate.
    2. Records received, retained, retrieved, or transmitted in furtherance of crediting affordable units of a municipality constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality.
  6. Resales and re-rentals.
    1. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental.
    2. Instituting and maintaining an effective means of communicating information to very low-, low-, or moderate-income households, as well as applicable middle-income households, regarding the availability of restricted units for resale or re-rental.
  7. Processing requests from unit owners.
    1. Reviewing and approving requests from owners of restricted units who wish to refinance or take out home equity loans during the term of their ownership to determine that the amount of indebtedness to be incurred will not violate the terms of this ordinance.
    2. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems.
    3. Notifying the municipality of an owner's intent to sell a restricted unit.
    4. Making determinations on requests by owners of restricted units for hardship waivers.
  8. Enforcement.
    1. Securing annually from the municipality a list of all affordable ownership units for which property tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
    2. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
    3. Sending annual mailings to all owners of affordable dwelling units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.19(d)4;
    4. Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and
    5. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent setting forth procedures for administering the affordability controls.
  9. The Administrative Agent(s) shall, as delegated by the municipality, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities, herein.
46. Responsibilities of The Owner of a development containing affordable units.

1. The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:
  1. Site plan, architectural plan, or other plan that identifies the location of each affordable unit, if subject to the site plan approval, settlement agreement, or other applicable document regulating the location of affordable units. The administrative agent shall determine the location of affordable units if not set forth in the site plan approval, settlement agreement, or other applicable document.
  2. The total number of units in the project and the number of affordable units.
  3. The breakdown of the affordable units by or identification of affordable unit locations by bedroom count and income level, including street addresses / unit numbers, if subject to the site plan approval, settlement agreement, or other applicable document regulating the breakdown of affordable units. The administrative agent shall determine the bedroom and income distribution if not set forth in the site plan approval, settlement agreement, or other applicable document.
  4. Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.
  5. A projected construction schedule.
  6. The location of any common areas and elevators.
  7. The name of the person who will be responsible for official contact with the administrative agent for the duration of the project, which must be updated if the contact changes.
2. In addition to A above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:
  1. Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement that the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing address, and email address of the administrative agent to whom complaints of excess rent can be issued.
  2. Provide to the administrative agent a description of any applicable fees.
  3. Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.
  4. Agree and ensure that the utility configuration established at the start of the rent-up process not be altered at any time throughout the restricted period.
  5. Provide to the administrative agent a proposed form of lease for any rental units.
  6. Ensure that the tenant selection criteria for the applicants for affordable units not be more restrictive than the tenant selection criteria for applicants for non-restricted units.
  7. Strive to maintain the continued occupancy of the affordable units during the entire restricted period.
3. In addition to A, above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the administrative agent:
  1. Proposed pricing for all units, including any purchaser options and add-on items.
  2. Condominium or homeowner association fees and any other applicable fees.
  3. Estimated real property taxes.
  4. Sewer, water, trash disposal, and any other utility assessments.
  5. Flood insurance requirement, if applicable.
  6. The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.
47. Enforcement of Affordable Housing Regulations
  1. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or equity,

including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

2. After providing written notice of a violation to an owner, developer or tenant of an affordable unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
  1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the Court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:
    1. A fine of not more than \$500 or imprisonment for a period not to exceed 90 days, or both, unless otherwise specified below, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;
    2. In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Affordable Housing Trust Fund of the gross amount of rent illegally collected;
    3. In the case of an owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
  3. The municipality shall have the authority to levy fines against the owner of the development for instances of noncompliance with NJHRC advertising requirements (N.J.S.A. 52:27D-321.6.e.(2)), following written notice to the owner. The fine for the first offense of noncompliance shall be \$5,000, the fine for the second offense of noncompliance shall be \$10,000, and the fine for each subsequent offense of noncompliance shall be \$15,000.
  4. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- or moderate-income unit, or the middle-income unit, as may be applicable.
    1. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the affordable unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
    2. The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- or moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus shall be placed in escrow by the municipality for the owner and shall be held

in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.

3. Foreclosure due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as they apply to the low- and moderate-income unit, or the middle-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
4. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the affordable unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the affordable unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess that would have been realized from an actual sale as previously described.
5. Failure of the low- or moderate-income unit, or a middle-income unit, to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser that may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- or moderate-income unit, or middle-income unit, as permitted by the regulations governing affordable housing units.
6. The affordable unit owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.
5. It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.
6. Banks and other lending institutions are prohibited from issuing any loan secured by owner occupied real property subject to the affordability controls set forth in this subchapter if such loan would be in excess of amounts permitted by the restriction documents recorded in the

deed or mortgage book in the county in which the property is located. Any loan issued in violation of this subsection is void as against public policy.

7. The Agency and the Department hereby reserve, for themselves and for each administrative agent appointed pursuant to this subchapter, all of the rights and remedies available at law and in equity for the enforcement of this subchapter, including, but not limited to, fines, evictions, and foreclosures as approved by a county-level housing judge.
8. Appeals
  1. Appeals from all decisions of an administrative agent appointed pursuant to this subchapter must be filed, in writing, with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

#### Repealer

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

#### Severability

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

#### Effective Date

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

I, ANTHONY CUCCI, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2026-\_\_\_ which was finally adopted by the City Council at a meeting held on the \_\_\_ day of \_\_\_\_, 2026

CERTIFIED BY ME THIS \_\_ DAY OF \_\_\_\_, 2026.

---

Anthony Cucci, City Clerk

ANTHONY CUCCI  
CITY CLERK



**ORDINANCE - 2026-1**

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

**ORDINANCE OF THE CITY OF ASBURY PARK ADDING A NEW SECTION 3-40 TO THE CITY CODE, TO BE ENTITLED “E-MOBILITY DEVICES AND LITHIUM ION BATTERIES”**

**IT IS HEREBY ORDAINED**, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

**Section 1.** Chapter 3 of the City Code, entitled “Police Regulations” is hereby amended and supplemented to add a new Section 3-40, to be entitled “E-Mobility Devices and Lithium Ion Batteries,” and which shall read as follows:

**§ 3-40 E-MOBILITY DEVICES AND LITHIUM ION BATTERIES**

**§ 3-40.1. Definitions.**

**CERTIFICATION MARK** — A visible record of certification affixed to a certified product that can include the logo, wordmark, or name of the certifying body.

**E-MOBILITY DEVICE** — A stand-up e-scooter, e-bike, e-SB scooter (self-balancing), front-face e-unicycle, e-skateboard, and hybrid product that is battery-powered by lithium-ion batteries or other similar stored energy battery or battery pack.

**LITHIUM-ION BATTERY** — A storage battery in which an electrical current is generated by lithiumions embedded in a carbon graphite or nickel metal-oxide substrate placed in a high-viscosity carbonate mixture or gelled polymer electrolyte.

**NATIONALLY RECOGNIZED TESTING LABORATORY (NRTL)** — Applicable to this chapter, an organization that meets the qualifications provided in 29 CFR 1910.7 (b) and is recognized as an NRTL by the U.S. Department of Labor, Occupational Safety and Health ("OSHA") NRTL program. Such NRTL must have the standards identified in this chapter within the scope of their recognition by OSHA. Each NRTL uses its own unique registered certification mark(s) to designate product conformance to the applicable product safety test standard.

**RETAIL STORE** — A retail establishment within the City of Asbury Park that sells or stores e-mobility devices, e-bikes, e-scooters, lithium-ion batteries and other similarly powered mobility

devices to consumers.

**SECOND-USE LITHIUM-ION BATTERY** — A lithium-ion battery that has been assembled, repurposed, reconditioned or renewed using cells removed from used batteries.

**UL STANDARDS AND ENGAGEMENTS** — A standards development organization that develops consensus standards under a process accredited by the American National Standards Institute.

1. UL 1487 — The UL Standard for battery containment enclosures.
2. UL 2271 — The UL Standard for batteries for use in light electric vehicle applications, or any storage battery for a powered bicycle or mobility device.
3. UL 2272 — The UL Standard for electrical systems for personal e-mobility devices, for all powered mobility devices, including e-scooters.
4. UL 2849 — The UL Standard for electrical systems for E-Bikes, for the electrical system of any powered bicycle.

**UNREGULATED LITHIUM-ION BATTERY** — A lithium-ion battery that has not been certified by an NRTL, as defined in this chapter, and does not bear the mark of that NRTL.

**WAREHOUSE** — A warehouse within the City of Asbury Park that sells, ships or stores e-mobility devices, E-bikes, e-scooters, lithium-ion batteries and other similarly powered mobility devices as part of their inventory.

### **§ 3-40.2. Sale and storage of e-mobility devices and lithium-ion batteries.**

1. The sale and storage e-mobility devices, such as electric bicycles, electric scooters, hoverboards, and lithium-ion batteries are prohibited unless such devices and batteries have been certified by an NRTL to the relevant UL standard and bears the certification mark of the NRTL. A list of NRTLs can be found on the OSHA website <https://www.osha.gov/nationally-recognized-testing-laboratory-program/current-list-of-nrtls>. Be advised that not all the NRTLs listed test to UL 2271, UL 2272 and UL 2849 Standards.
2. Retail stores and warehouses shall be prohibited from maintaining any unregulated and not certified e-mobility devices and lithium-ion batteries within their inventory located in the City of Asbury Park.
3. Prior to the sale or storage of any e-mobility device or lithium-ion battery, the applicable UL Test Report for each model or device for sale or being stored shall be supplied to the Fire Prevention Bureau to ensure compliance with the applicable UL Standard for each e-mobility device and lithium-ion battery.
4. Retail stores shall only be permitted to display one uncharged model of each e-mobility device powered by a lithium-ion battery being sold at any time. If the battery is removable, the battery for any such display devices within a retail store shall remain in its original packaging and shall be stored in a secure area within the establishment that complies with all safety requirements set forth in this article for lithium-ion battery storage and charging.
5. All e-mobility devices must be stored in an uncharged state, with its original packaging and its original manufacturer supplied charger.

6. Fire safety and charging safety information about e-mobility devices and lithium-ion batteries must be supplied by the seller to the purchaser of the e-mobility device at the time of sale.
7. All e-mobility devices, other than display models, shall remain boxed and safely stored within the original packaging.
8. Retail stores or warehouses that sell or store e-mobility devices are required to have a monitored fire alarm system. If the building is more than one story or of a mixed-use occupancy, there shall be a monitored wet-sprinkler system present in addition to the monitored fire alarm system which shall extend into the common areas of the building and basement.
9. If the retail store or warehouse sells or stores individual lithium-ion battery packs for e-mobility devices, a fire-resistant metal storage cabinet of sufficient size to hold as many e-mobility lithium-ion batteries as in stock shall be used. The cabinet shall be certified to UL 1487.
10. All individual lithium-ion batteries stored in a retail stores or warehouses are to be stored in the fire-resistant cabinet at all times, except when the battery packs are being charged for delivery to customers. The cabinet shall be certified to UL 1487.
11. Retail stores are prohibited from charging any lithium-ion batteries while they are stored inside the fire-resistant storage cabinet. Lithium-ion batteries are only permitted to be charged immediately prior to delivery to the customer. The cabinet shall be certified to UL 1487.

Warehouses are prohibited from charging any e-mobility lithium-ion batteries that are to be sold or shipped individually or with e-mobility devices.

**§ 3-40.3. Sale of second use lithium-ion batteries and Lithium Polymer batteries prohibited.**

1. It shall be unlawful to assemble or recondition a lithium-ion battery and/or using cells removed from used storage batteries; and/or
2. It shall be unlawful to sell or offer for sale a lithium-ion battery that uses cells removed from used storage batteries.

**§ 3-40.4. Lithium-ion battery charging restrictions.**

1. e-mobility devices and lithium-ion batteries are prohibited from being stored or charged within the common areas of any multi-family residential properties including but not limited to means of egress (entrances and exits), hallways, stairwells or basements.
2. Lithium-ion batteries shall be charged within a retail store on a wheeled metal cart with a quick-disconnect function from a wall outlet. A surge proof power strip may be secured to the cart to accommodate the charging of additional lithium-ion batteries, if necessary.
3. Stores that charge lithium-ion batteries shall have a 32-gallon galvanized pail that is half filled with water, an eight-foot-by-eight-foot fireproof blanket, or a "cell block" lithium-ion battery containment tank in the immediate vicinity of the lithium-ion battery charging cart.
4. Overnight and/or unattended charging of any lithium-ion batteries is prohibited.
5. At least one Class A, B, and C fire extinguisher shall be mounted within easy reach of the

charging station to extinguish any possible fire extension.

**§ 3-40.5. Disposal of lithium-ion batteries.**

1. Proper disposal of lithium-ion batteries shall be in accordance with state and local regulations.
2. Lithium-ion batteries are prohibited from being disposed of in the regular trash.

**§ 3-40.6. Violations and penalties.**

A person or entity who violates any section within this chapter or any rule or regulation promulgated thereunder shall be liable for a penalty as follows:

1. For first violation, a civil fine of up to \$2,000 in addition to the penalty from the Fire Prevention Bureau.
2. For each subsequent violation issued for the same offense within two years of the date of the first violation, a civil fine of \$2,000 in addition to the penalty from the Fire Prevention Bureau.
3. All unregulated e-mobility devices and lithium-ion batteries are subject to seizure by the City of Asbury Park. The costs of properly disposing of the unregulated lithium-ion batteries and e-mobility devices shall be billed to the business and property owners.

**§ 3-40.7. Enforcement.**

1. The City of Asbury Park Fire Department, Police Department and Code Enforcement shall be responsible for performing inspections of all stores within the City of Asbury Park every three months that sell e-mobility devices and lithium-ion batteries.
2. The City of Asbury Park Fire Department, Police Department and Code Enforcement shall have the authority for the enforcement of all aspects of this article.

**Section 2.** All other provisions of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

**Section 3.** All parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

**Section 4.** The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

**Section 5.** This Ordinance shall take effect upon final passage and publication in accordance with the law,

following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, ANTHONY CUCCI, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2026-\_\_\_ which was finally adopted by the City Council at a meeting held on the \_\_\_ day of \_\_\_, 2026

CERTIFIED BY ME THIS \_\_ DAY OF \_\_\_\_, 2026.

\_\_\_\_\_  
Anthony Cucci, City Clerk

ANTHONY CUCCI  
CITY CLERK



**ORDINANCE - 2026-2**

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

**ORDINANCE AMENDING THE MAIN STREET REDEVELOPMENT PLAN**

WHEREAS, on November 12, 2008 the Mayor and City Council adopted Ordinance No. 2886 entitled "ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ADOPTING THE MAIN STREET REDEVELOPMENT PLAN RELATING TO THE MAIN STREET REDEVELOPMENT AREA" (the "Ordinance"); and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq., the " Act") the Ordinance adopted a plan (the "Main Street Redevelopment Plan" or the "Plan") for the redevelopment of an area (the "Main Street Redevelopment Area" or the "Area"); and

WHEREAS, on November 12, 2014, the Mayor and City Council amended the Main Street Redevelopment Plan to permit microbreweries on Block 2702, Lot 7 in the Community Shopping Zone; and

WHEREAS, on February 28, 2018, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit recording studios in the Community Shopping Zone permit valet parking in the Civic/South Gateway; and

WHEREAS, on August 22, 2018, the Mayor and City Council still further amended the Main Street Redevelopment Plan to permit banks and accessory ATM machines in the Sunset Park Zone; and

WHEREAS, on July 14, 2021, the Mayor and City Council further amended the Main Street Redevelopment Plan in order to add Block 2503, Lots 2-5 under the City-wide Area in Need of Rehabilitation designation, and to permit Block 2503, Lots 1-5 to have a maximum height of five stories (60 feet) with an additional penthouse of 12 feet in height, and to require large expanses of blank walls to have murals as approved by the municipal public art commission; and  
WHEREAS, the Main Street Redevelopment Plan has led to an increase in public and private investment within the Area since its adoption, however, the Plan may benefit from amendments

to remove barriers to further improvement and community benefit; and

WHEREAS, the Act sets forth the process by which amendments to any redevelopment plan shall be considered and, if appropriate, adopted; and

WHEREAS, the Mercy Center, an existing food pantry and community service organization, requested the City consider an amendment to the Main Street Redevelopment Plan to permit replacement of the existing facility at the corner of Main Street and Third Avenue (Block 2805, Lot 17); and

WHEREAS, the food pantry is not a permitted use in the Main Street Redevelopment Plan, Community Shopping Zone, and the Mercy Center first received a use variance to permit the use at its existing location in 1999. As such any expansion or replacement of the existing facility is prohibited; and

WHEREAS, on July 17, 2024, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit food pantries as a permitted use and additional related design requirements for Block 2805, Lot 17; and

WHEREAS, subsequent to adoption of the aforementioned Amendment to the Redevelopment Plan, the Mercy Center acquired Block 2707, Lot 1, located at the corner of Main Street and Second Avenue, for the purpose of relocating the services provided on Block 2805, Lot 17 in order to provide additional area for services and additional parking; and

WHEREAS, in evaluating this request, the Mayor and Council considered the permitted uses in the existing Plan and the effect, if any, this amendment would have on the surrounding area as well as the community need for the food pantry and services offered by the Mercy Center; and

WHEREAS, the City Council referred the Redevelopment Plan to the Planning Board by Resolution 2025-210 on April 24, 2025; and

WHEREAS, the Planning Board reviewed the Amendment on November 17, 2025 and found that it was consistent with the Master Plan and referred it for adoption by the Municipal Council; and

WHEREAS, the Council finds that amendment to the Main Street Redevelopment Plan, Community Shopping Zone, is appropriate in order to permit relocation of the Mercy Center facility and that the result will be an enhancement of the appearance and function of the site as well as an expansion of community services;

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

**Section 1.** (additions are shown as *thus*; deletions are shown as *thus*)

Page 39 of the Main Street Redevelopment Plan, the *Proposed Land Uses & Building Requirements By Character District* table, within the row setting forth the *Principal Uses* in the *Community Shopping Zone*, the following language shall be added:

;soup kitchens and food pantries are permitted on ~~**Block 2805, Lot 17**~~ **Block 2707, Lot 1.**

Page 39 of the Main Street Redevelopment Plan, within the row setting forth the *Prohibited Uses*, the following language shall be amended:

Nursing homes, licensed health care facilities, soup kitchens and food pantries (excluding ~~**Block 2805, Lot 17**~~ **Block 2707, Lot 1**), houses of worship and places of assembly, social clubs, retail sales and service establishments providing goods and repair services for vehicles, used car sales, motor vehicle repair garages, motor vehicle body repair garages, gas stations, check cashing services, automobile rental, appliance rental, adult entertainment including adult arcades, adult bookstores, adult cabarets, adult motion picture theaters, and adult theaters. Drive-thru facilities are prohibited, except in the North Gateway and for banks in Sunset Park.

Page 39 of the Main Street Redevelopment Plan, the *Proposed Land Uses & Building Requirements By Character District* table, within the row setting forth the *Accessory Uses* in the *Community Shopping Zone*, the following language shall be added:

**; first or second story rooftop garden and/or seating area on Block 2707, Lot 1, subject to screening as required by the Planning Board.**

**Section 2.** (additions are shown as **thus**; deletions are shown as ~~**thus**)~~

Page 40 of the Main Street Redevelopment Plan, the *Proposed Land Uses & Building Requirements By Character District* table, the following language shall be added below the table:

\* SPECIFIC ZONING AND DESIGN REGULATIONS FOR ~~**Block 2805, Lot 17**~~ **Block 2707, Lot 1**)

- ~~**Vehicle access using Third Avenue is prohibited.**~~
- **All required parking shall be provided on-site and shall be accessible to visitors to the site, including but not limited to employees and patrons.**
- **A retail and/or restaurant use shall be located on the first floor facing Main Street. The minimum depth of the retail and/or restaurant use, as measured from Main Street, shall be not less than 30 feet, as measured from Main Street.**
- **Parking shall not be located between a principal building and Main Street or Second Avenue.**
- **Drive-through uses and structures are prohibited.**
- **A public plaza and/or outdoor seating for on-site uses shall be provided at the corner of**

**Main Street and Second Avenue.**

- Large Expanses of blank walls shall feature murals to be approved by the Municipal Public Art Commission.
- Building entrances facing Main Street shall be articulated to make it easily identifiable by visitors and to provide architectural interest. Examples of special features of entrances include, but are not limited to, awnings and architectural treatments. Service doors shall be integrated with the building design and need not be articulated.
- Upper floor windows shall be divided into individual units, rather than a continuous “ribbon.”
- Windows shall be recessed, or project as bays from the main wall, so as to create texture and shadows on the façade for visual interest.
- Building materials and architectural details on all sides of each building need not be identical, but shall be unified in overall appearance through finish, materials, details, and architectural design.
- Rooftop equipment such as mechanical units, vents, and flues shall be located centrally on the building roof, to the extent practicable. Any equipment visible from a public right-of-way, adjacent lots, and pedestrian corridors shall be screened with solid materials using parapets, pitches roof forms, or penthouses. **Screening shall be constructed of the same or complementary material as the building.**
- Excluding pitched roofs, a sustainable roof top shall be provided **on all new building roof areas**; the roof area shall consist of a cool white roof, green roof, and/or solar panels. Any proposed rooftop garden or seating area shall be excluded from this requirement.

**Section 3.** (additions are shown as **thus**; deletions are shown as ***thus***)

Page 43 of the Main Street Redevelopment Plan, within the *Parking Standards* table, within the *Commercial Uses* row, the following shall be added:

-

Land Use	Unit	Min. No Spaces/Unit	Max. No. Spaces/Unit
<b><u>Block 2805, Lot 17</u></b>	<b><u>Per 1,400 sf</u></b>	1	1.5
<b><u>Block 2707, Lot 1</u></b>	<b><u>Per 1,000 sf</u></b>		

**Section 4.** (addi

tions are shown as **thus**; deletions are shown as ***thus***)

Page 64 of the Main Street Redevelopment Plan, within Review of *Proposed Development and Redevelopment Activity*, the following language shall be amended:

Prior to the issuance of a building or zoning permit, site plan review and approval shall be required for all new construction, development, redevelopment, or expansion of the following uses:

- ~~All non-residential uses, except when the non-residential use is proposed in an~~

~~existing non-residential space or when the establishment of the non-residential use does not alter any site conditions. All non-residential uses, except when the non-residential use is proposed in an existing non-residential space and/or when the establishment of the non-residential use does not alter any site conditions, and the floor area of the use does not require more parking than the existing use as calculated by the “Min. No. Spaces / Unit” column in the Parking Standards Table in the Parking Requirements section of this Redevelopment Plan.~~

- All residential uses, except when the residential use proposed is in an existing residential space approved by the Planning Board or Board of Adjustment and the size of dwelling units or number of dwelling units is not changed.
- The construction or alteration of parking areas and driveways.

**Section 5.** That the applicable provisions contained within the attached Redevelopment Plan shall supersede the existing Land Use Development Regulations governing the Property, and the Official Zoning Map of the City is hereby amended accordingly.

**Section 6.** That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

**Section 7.** That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

**Section 8.** This ordinance shall take effect upon final passage, publication, and filing with the Office of the Clerk of Monmouth County, all as required by law.

I, ANTHONY CUCCI, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2026-\_\_ which was finally adopted by the City Council at a meeting held on the \_\_ day of \_\_\_\_, 2026

CERTIFIED BY ME THIS \_\_ DAY OF \_\_\_\_, 2026.

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Anthony Cucci, City Clerk

ANTHONY CUCCI  
CITY CLERK

