

**BOROUGH OF KEYPORT  
REGULAR MEETING AGENDA  
TUESDAY, MAY 4, 2021 – 7:00 P.M.  
MUNICIPAL COMPLEX, COUNCIL CHAMBERS  
70 W. FRONT STREET, KEYPORT, NJ**

Members of the public who wish to participate in the meeting shall use the following dial in information:

**Dial In via Computer**

The following Link can be accessed from the Public Notice posted at [www.keyportonline.com](http://www.keyportonline.com)

Link: <https://zoom.us/j/91332443668?pwd=akM5Ym1SLzIxSmw0M1ROTmxDcEYrQT09>

Meeting ID: 913 3244 3668

Passcode: 504267

**Dial In via Telephone**

Dial in Number: 646 558 8656

Meeting ID: 913 3244 3668

Passcode: 504267

**CALL TO ORDER: PM**

**SUNSHINE LAW NOTICE:**

**ROLL CALL:** \_\_\_\_ Mayor Kennedy \_\_\_\_ Council President Goode \_\_\_\_ Councilmember Pacheco  
\_\_\_\_ Councilmember Fotopoulos \_\_\_\_ Councilmember McDermott \_\_\_\_ Councilmember Davidson  
\_\_\_\_ Councilmember McNamara

**PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE**

**PROCLAMATION**

Mental Health Awareness Month

**PUBLIC COMMENT PORTION**

The Meeting is opened to the public for comments on items listed on the Agenda

Opened:

Closed:

**MAYOR'S UPDATES**

## **CONSENT AGENDA**

*(All resolutions listed hereunder are considered to be routine in nature and will be enacted in one motion. Any person may request that an item be removed for separate consideration.)*

- R116-21 Payment of Bills for the May 4, 2021 Bills List
- R117-21 Authorizing the Borough of Keyport to Release the Performance Bond Provided by 138 Broad Street, LLC, for Construction at the Property Located at Block 60, Lots 15 and 16 on the Tax Map of the Borough – *138 Broad Street now known as 7 & 9 Warren Street*
- R118-21 Authorizing Execution of a Shared Services Agreement with Monmouth County for MOD-IV Property Assessment Computer Services
- R119-21 Authorizing the Rejection of Bids Submitted in Response to Request for Bids for Emergency and On-Call Utility Repair Services
- R120-21 Authorizing a Refund to Trinity Heating & Air, Inc., of a Portion of the Construction Permit Fees for Solar Panel Mounting at the Property Located at 227 Osborn Street
- R121-21 Authorizing the Appointment of Christopher Strincoski as Laborer-2 in the Department of Public Works
- R122-21 Authorizing Hiring of a Crossing Guard – *David Zaorski*
- R123-21 Authorizing Execution of Concession Agreement with Funnee Girl Dogs, LLC
- R124-21 Authorizing Execution of License Agreement with A Canoe to You, LLC, for the Borough Owned Boathouse on the Waterfront
- R125-21 Authorizing Execution of License Agreement with New Logic Marine Science Camp for use of Cedar Street Park for Science Camp
- R126-21 Resolution in Support of Law Enforcement Appreciation Month

## **APPROVAL OF RESOLUTIONS**

Motion on the Consent Agenda

MM: 2<sup>nd</sup>: Roll Call: Goode, Pacheco, Fotopoulos, McDermott, Davidson, McNamara

## **PUBLIC HEARING/ADOPTION OF ORDINANCE**

### **1. Ordinance #3-21 COLA Rate Ordinance**

The Clerk reads the Ordinance by Title: **ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)**

#### **1a. Motion to Open Public Hearing**

MM: 2<sup>nd</sup>:

#### **1b. Motion adopt Ordinance**

MM: 2<sup>nd</sup>: Roll Call: Goode, Pacheco, Fotopoulos, McDermott, Davidson, McNamara

#### **1c. Motion authorizing the Clerk to publish the Ordinance as adopted**

MM: 2<sup>nd</sup>: Ayes: Nays:

2. **Ordinance #4-21 Placing a Stop Sign on Beers Street at the Intersection of Beers Street and Clark Street**

The Clerk reads the Ordinance by Title: **ORDINANCE AMENDING CHAPTER 7A OF THE BOROUGH CODE ENTITLED “TRAFFIC SCHEDULES” AT SCHEDULE XI (STOP INTERSECTIONS) TO DESIGNATE THE INTERSECTION OF BEERS STREET AND CLARK STREET WITHIN THE BOROUGH OF KEYPORT AS A STOP INTERSECTION**

2a. Motion to Open Public Hearing

MM: 2<sup>nd</sup>:

2b. Motion adopt Ordinance

MM: 2<sup>nd</sup>: Roll Call: Goode, Pacheco, Fotopoulos, McDermott, Davidson, McNamara

2c. Motion authorizing the Clerk to publish the Ordinance as adopted

MM: 2<sup>nd</sup>: Ayes: Nays:

3. **Ordinance #5-21 Establishing a Loading Zone in Front of 17-21 W. Front Street**

The Clerk reads the Ordinance by Title: **AMENDING CHAPTER 7A OF THE BOROUGH CODE ENTITLED “TRAFFIC SCHEDULES” AT SCHEDULE XIII (LOADING ZONES) TO ESTABLISH A LOADING ZONE ON WEST FRONT STREET WITHIN THE BOROUGH OF KEYPORT**

3a. Motion to Open Public Hearing

MM: 2<sup>nd</sup>:

3b. Motion adopt Ordinance

MM: 2<sup>nd</sup>: Roll Call: Goode, Pacheco, Fotopoulos, McDermott, Davidson, McNamara

3c. Motion authorizing the Clerk to publish the Ordinance as adopted

MM: 2<sup>nd</sup>: Ayes: Nays:

**PUBLIC HEARING/ADOPTION OF 2021 MUNICIPAL BUDGET**

- **RESOLUTION #R127-21 RESOLUTION TO READ THE 2021 MUNICIPAL BUDGET BY TITLE**

MM: 2<sup>nd</sup>: Roll Call: Goode, Pacheco, Fotopoulos, McDermott, Davidson, McNamara

The Clerk reads the Budget by Title: **MUNICIPAL BUDGET OF THE BOROUGH OF KEYPORT, COUNTY OF MONMOUTH, NEW JERSEY FOR THE YEAR 2021**

The Meeting is opened to the public for comments or questions on the 2021 Municipal Budget

Opened:

Closed:

- **RESOLUTION #R128-21 SELF EXAMINATION OF THE 2021 MUNICIPAL BUDGET**

MM: 2<sup>nd</sup>: Roll Call: Goode, Pacheco, Fotopoulos, McDermott, Davidson, McNamara

- **RESOLUTION #R129-21 ADOPTING THE 2021 MUNICIPAL BUDGET**

MM: 2<sup>nd</sup>: Roll Call: Goode, Pacheco, Fotopoulos, McDermott, Davidson, McNamara

**PUBLIC HEARING/ADOPTION OF 2021 KEYPORT BID, INC. BUDGET**

The Clerk reads the Budget by Title: **KEYPORT BAYFRONT BUSINESS COOPERATIVE 2021 BUDGET**

The Meeting is opened to the public for comments or questions on the 2021 Keyport BID, Inc. Budget

Opened: Closed:

- **RESOLUTION #R130-21 - ADOPTING THE 2021 KEYPORT BUSINESS IMPROVEMENT DISTRICT (KBBC) BUDGET**

MM: 2<sup>nd</sup>: Roll Call: Goode, Pacheco, Fotopoulos, McDermott, Davidson, McNamara

**COMMUNICATIONS BY CONSENT**

***(For Approval)***

1. Letter dated March 22, 2021 from the Keyport Historical Society requesting financial support
2. Email dated April 14, 2021 from Shauna Burlew, KBBC, requesting use of Fireman's Park on Thursdays for the Farmers Market and also to possibly hold the Town Wide Yard Sale in June
3. Email dated April 14, 2021 from Sean Clayton requesting a portion of Fireman's Park lot be blocked off for Motorcycle Charity Run on Sunday, May 16, 2021 at approximately 12:30PM
4. Application to Film from MeatEater, Inc., at the Municipal Boat Ramp between May 24-28, 2021 between sunrise and sunset for a YouTube series "Das Boats" and requesting waiver of the \$500 fee
5. Application for Use of Borough Property from Lillian Lopez for a Celebration of Life ceremony at Waterfront Park Gazebo on June 5, 2021 between 1:30PM-4PM (rain date June 6)
6. Email dated April 16, 2021 from Lisa Savoia, Superintendent, requesting the closure of American Legion Drive on June 21, 2021 from 6PM-7:30PM for the "Wave" parade
7. Email dated April 21, 2021 from Lisa Savoia, Superintendent, requesting a rain date of June 22<sup>nd</sup> for "Wave" parade
8. Application for Use of Borough Property from Michelle Knox, Arts Society of Keyport (ASK) for use of Waterfront Promenade, Gazebo and Skate Park fence for an Art Walk on July 24, 2021 between 4PM-8PM
9. Letter dated April 26, 2021 from Dave Olsen, Keyport Fire Department, requesting approval for the various items related to the Fireman's Fair to be held July 5-10, 2021

10. Application for a Social Affair Permit from Keyport-Matawan Elks to hold a Live Music Charity event on May 22, 2021 from 5PM to 11PM
11. Application for a Social Affair Permit from Keyport-Matawan Elks to hold a Bike Run for Charity event on August 28, 2021 from 11AM to 6PM

**(To Receive and File)**

12. Email dated April 15, 2021 from Lorraine DeVizia advising of her resignation from the KBBC
13. Letter dated April 20, 2021 from the Monmouth County Planning Board providing a copy of adopted Resolution 2021-41 Approving the Borough of Keyport Revised Stormwater Control Ordinance

**APPROVAL and/or RECEIPT AND FILE OF COMMUNICATIONS**

Motion on Communications by Consent

MM: 2<sup>nd</sup>: Roll Call: Goode, Pacheco, Fotopoulos, McDermott, Davidson, McNamara

**NEW BUSINESS**

Recreation Items

**UNFINISHED BUSINESS**

Road Opening on Main Street

**ATTORNEY'S REPORT**

**PUBLIC COMMENT PORTION**

The Meeting is opened to the public for comments or questions.  
*Please limit comments to no more than five minutes per person.*

Opened: Close

**ADJOURNMENT**

Motion to Adjourn moved by: 2<sup>nd</sup>:

Time of Adjournment: PM

## RESOLUTION FOR THE PAYMENT OF BILLS

R116-21

5/4/21

Be it resolved by the Mayor and the Council of the Borough of Keyport, New Jersey that the following numbered vouchers be paid to the person therein respectively and hereinafter named, for the amounts set opposite their respective names, and endorsed and approved on said vouchers.

| NUMBER OF VOUCHERS   | BANK ACCOUNT              | AMOUNT        |
|----------------------|---------------------------|---------------|
| See attached listing | CURRENT ACCT. 2021        | \$ 688,890.70 |
|                      | WATER/SEWER ACCT. 2021    | \$ 25,824.73  |
|                      | REVENUE CODE              | \$ 20.00      |
|                      | GENERAL CAPITAL ACCT.     | \$ 8,348.50   |
|                      | FEDERAL & STATE GRANTS    | \$ 3,512.99   |
|                      | TRUST OTHER FUND          | \$ 312.53     |
|                      | REC. BAYFRONT IMPROVEMENT | \$ 1,324.01   |
|                      | UNEMPLOYMENT TRUST ACCT.  | \$ 14,240.01  |
|                      | OPEN SPACE TRUST ACCT.    | \$ 11,601.05  |
|                      | DEVELOPER ESCROW ACCT.    | \$ 1,342.50   |
|                      |                           |               |

AUTHORIZED PER RESOLUTION

PASSED:

APPROVED:

\_\_\_\_\_  
MAYOR COLLETTE KENNEDY

ATTEST:

\_\_\_\_\_  
MICHELE CLARK, BOROUGH CLERK

OFFERED BY:

SECOND BY:

ROLL CALL VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

I, MICHELE CLARK, BOROUGH CLERK HEREBY CERTIFY THIS TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF KEYPORT AT THE \_\_\_\_\_ MEETING OF

\_\_\_\_\_  
MICHELE CLARK, BOROUGH CLERK

## RESOLUTION #\_\_-21

**AUTHORIZING THE BOROUGH OF KEYPORT TO  
RELEASE THE PERFORMANCE BOND PROVIDED BY  
138 BROAD STREET, LLC FOR CONSTRUCTION AT THE  
PROPERTY LOCATED AT BLOCK 60, LOTS 15 AND 16  
ON THE TAX MAP OF THE BOROUGH**

**WHEREAS**, the Borough of Keyport, County of Monmouth (the "**Borough**") is a public body corporate and politic of the State of New Jersey; and

**WHEREAS**, as part of the project at the property located at Block 60, Lots 15 and 16 (more commonly known as 7 and 9 Warren Street, and previously known as 138 Broad Street) on the Borough tax map (the "**Property**"), the Property owner, 138 Broad Street, LLC (the "**Owner**") was required to post a performance guarantee in the form of a performance bond for the amount of \$18,656.38 (the "**Performance Bond**") and a cash deposit in the amount of \$2,072.82 (the "**Cash Deposit**") for construction of the project at the Property; and

**WHEREAS**, the Borough Engineer has conducted a field observation of the project and confirmed that the construction of the improvements is complete and in substantial conformance with the approved project plan; and

**WHEREAS**, the Borough Engineer has recommended that the Performance Bond be released and the Cash Deposit returned to the Owner upon the following conditions: (i) the Owner obtain a two (2) year, fifteen percent (15%) maintenance guarantee in the amount of \$3,109.23; and (ii) the Owner pay all outstanding engineering and inspection escrow fees and replenish the escrow account to an amount not less than \$500.00 to cover the costs associated with the observation and report as to the project (collectively the "**Conditions**"); and

**WHEREAS**, the Borough Engineer recommends the release of the Performance Bond.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the Council of the Borough of Keyport as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Borough is authorized to release the Performance Bond provided by the Owner to the Borough based on the recommendation of the Borough Engineer, subject to the Conditions listed in this Resolution.
3. The Borough is authorized to return the Cash Deposit to the Owner based on the recommendation of the Borough Engineer, subject to the Conditions listed in this Resolution.
4. The Mayor of the Borough, the Borough Administrator, and/or the Borough Chief Financial Officer is authorized to effectuate the release of the Performance Bond and the return

of the Deposit, including the execution of any forms necessary for the release of the Performance Bond in furtherance of this Resolution.

5. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

6. A copy of this Resolution shall be available for public inspection at the Office of the Borough Clerk.

7. This Resolution shall take effect as provided by applicable law.

**OFFERED:**

**SECONDED:**

**AYES:**

**NAYS:**

**ABSENT:**

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of May 4, 2021.

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Michele Clark, RMC  
Borough Clerk

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)  
DAVID J. SAMUEL, PE, PP, CME  
JOHN J. STEFANI, PE, LS, PP, CME  
JAY B. CORNELL, PE, PP, CME  
MICHAEL J. McCLELLAND, PE, PP, CME  
GREGORY R. VALES, PE, PP, CME



RECEIVED  
MAR 11 2021

BY: .....

March 5, 2021

TIM W. GILLEN, PE, PP, CME (1991-2019)  
BRUCE M. KOCH, PE, PP, CME  
LOUIS J. PLOSKONKA, PE, CME  
TREVOR J. TAYLOR, PE, PP, CME  
BEHRAM TURAN, PE, LSRP  
LAURA J. NEUMANN, PE, PP  
DOUGLAS ROHMEYER, PE, CFM, CME  
ROBERT J. RUSSO, PE, PP, CME  
JOHN J. HESS, PE, PP, CME

Borough of Keyport  
PO Box 60  
70 West Front Street  
Keyport, NJ 07735

Attn: Michele Clark, RMC  
Borough Clerk

**Re: 138 Broad Street LLC  
Performance Bond Release  
Broad Street - Block 60, Lots 15 & 16  
Keyport Borough, Monmouth County, NJ  
Our File No. HKPE0060.04**

Dear Ms. Clark:

In response to the Developer's request for the release of the performance guarantee for the above referenced project, our office has reviewed the project status and performed a site investigation.

Our review and site observation of this project have revealed that there are no outstanding items remain to be addressed with regard to the improvements.

Subject to verification by the Borough Clerk and Chief Finance Officer, the original performance guarantees for the project are as follows:

|                          |                    |
|--------------------------|--------------------|
| • Performance Bond ..... | \$18,656.38        |
| • Cash Surety .....      | <u>\$2,072.82</u>  |
| Total Bond Amount .....  | <u>\$20,728.20</u> |

The above amounts represent the original performance guarantees posted for this project.

Based on review of our records, a performance bond reduction was previously approved and we recommended that **\$6,218.46** be retained to ensure completion of all improvements. Please see attached letter for your reference.

Based on the above and our site inspection, our office has no objection to the full release of the Performance and Cash Guarantees for this project.

S:\Keyport\Project Files\E0060.04 138 Broad Street, LLC (Joseph Matalfronte)\20-11-11 Bond Release Rvw Approval.docx



Borough of Keyport  
Re: 138 Broad Street LLC  
Re: Performance Bond Release  
Broad Street - Block 60, Lots 15 & 16  
Borough of Keyport, Monmouth County, NJ

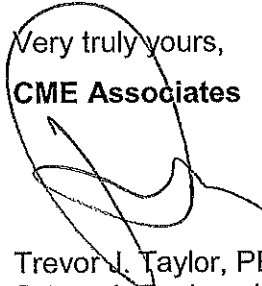
March 5, 2021  
Our File No. HKPE0060.04  
Page 2

The release of said Performance Guarantee should be made subject to the following:

1. The posting of a 2-year 15% maintenance bond in the amount of **\$3,109.23** to guarantee against defects in the bonded improvements. The language and form of the maintenance bond should be reviewed and approved by the Township Attorney. The Applicant has provided the maintenance bond as attached.
2. The payment of all outstanding invoices for this project and the replenishment of the escrow account to an amount not less than **\$500.00** to cover the costs associated with a site investigation and report at the end of the 2-year maintenance bond period. Currently we have an outstanding invoice (#0271103 dated 11/29/20) totaling \$591.00 for this project.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Very truly yours,  
**CME Associates**

  
Trevor J. Taylor, PE, PP, CME  
Borough Engineer's Office

TT:LZ

Enclosure

cc: Jay Delaney, Borough Business Administrator  
Tom Fallon, Borough CFO  
Denise Nellis, Planning Board Secretary  
Joseph Malafronte, 138 Broad Street LLC



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)  
DAVID J. SAMUEL, PE, PP, CME  
JOHN J. STEFANI, PE, LS, PP, CME  
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DOUGLAS ROHMEYER, PE, CFM, CME  
ROBERT J. RUSSO, PE, PP, CME  
JOHN J. HESS, PE, PP, CME

March 4, 2020

Borough of Keyport  
PO Box 60  
70 West Front Street  
Keyport, NJ 07735

Attn: Michele Clark, RMC  
Borough Clerk

**Re: 138 Broad Street LLC  
Performance Bond Reduction  
Broad Street - Block 60, Lots 15 & 16  
Keyport Borough, Monmouth County, NJ  
Our File No. HKPE0060.04**

Dear Ms. Clark:

In response to the Developer's request for the reduction of the performance guarantee for the above referenced project, our office has reviewed the project status and performed a site investigation.

Our review and site observation of this project have revealed that outstanding items remain to be addressed as indicated on the attached Bonded Improvements Status Report.

Subject to verification by the Borough Clerk and Chief Finance Officer, the original performance guarantees for the project are as follows:

|                          |                    |
|--------------------------|--------------------|
| • Performance Bond ..... | \$18,656.38        |
| • Cash Surety .....      | <u>\$2,072.82</u>  |
| Total Bond Amount .....  | <u>\$20,728.20</u> |

The above amounts represent the original performance guarantees posted for this project.

Based on site observation, we estimate the overall bonded improvements are approximately 89 percent complete on the site.

In accordance with Municipal Land Use Law Chapter 291, Section 40:55D-53e(1), 30% of the amount of the total Performance Guarantee posted may be retained to ensure completion and acceptability of all improvements.



Borough of Keyport  
Re: 138 Broad Street LLC  
Re: Performance Bond Reduction  
Broad Street - Block 60, Lots 15 & 16  
Borough of Keyport, Monmouth County, NJ

March 4, 2020  
Our File No. HKPE0060.04  
Page 2

Our office recommends the following action:

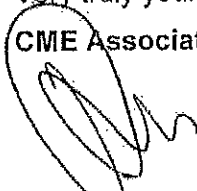
1. A reduction of the cash deposit to an amount not less than **\$621.85**
2. A reduction to the performance guarantee to a face amount of no less than **\$5,596.61**

The above amounts equal to **\$6,218.46** and represent 30% of the original performance guarantee.

Any action taken by the Borough Council, including the reduction of the performance guarantees as outlined above should be conditioned upon payment of all outstanding escrow fees, if necessary.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Very truly yours,  
**CME Associates**

  
Trevor J. Taylor, PE, PP, CME  
Borough Engineer's Office

TT:mmm

Enclosure

cc: Thomas Henshaw, Borough Interim Business Administrator  
Tom Fallon, Borough CFO  
Denise Nellis, Planning Board Secretary  
Joseph Malafronte, 138 Broad Street LLC

**PERFORMANCE GUARANTEE AND ENGINEERING & INSPECTION ESCROW ESTIMATE**

PROJECT: Site Plan for Keyport Homes, LLC  
Block 60, Lots 15 & 16  
Borough of Keyport, Monmouth County, New Jersey

APPLICANT: 138 Broad Street LLC  
c/o Joseph Malafra  
64 Crane Road  
Colts Neck NJ 07722

Plans used to prepare this estimate are comprised of five (5) sheets of construction plans entitled "Site Plan of Block 60, Lots 15 & 16 for Keyport Homes, LLC," prepared by W.H. Engineering, dated December 5, 2017, last revised March 12, 2019.

**PROJECT SITE IMPROVEMENT COST ESTIMATE**

| ITEM                             | DESCRIPTION                                                  | QUANTITY | UNIT PRICE | TOTAL PRICE        | QUANTITY<br>INSTALLED                     | \$ AMOUNT<br>INSTALLED | APPROX. %<br>COMPLETE   | TOTAL<br>INCOMPLETE<br>QUANTITY | \$ AMOUNT<br>INCOMPLETE |
|----------------------------------|--------------------------------------------------------------|----------|------------|--------------------|-------------------------------------------|------------------------|-------------------------|---------------------------------|-------------------------|
| <b>BONDED IMPROVEMENTS</b>       |                                                              |          |            |                    |                                           |                        |                         |                                 |                         |
| 1                                | Remove Sidewalk & Driveway Apron                             | 360 SF   | \$3.00     | \$1,080.00         | 360 SF                                    | \$1,080.00             | 100%                    | 0 SF                            | \$0.00                  |
| 2                                | Remove Curb                                                  | 90 LF    | \$2.00     | \$180.00           | 90 LF                                     | \$180.00               | 100%                    | 0 LF                            | \$0.00                  |
| 3                                | 6" SDR 35 PVC Cleanout w/brass cap                           | 2 UN     | \$1,000.00 | \$2,000.00         | 2 UN                                      | \$2,000.00             | 100%                    | 0 UN                            | \$0.00                  |
| 4                                | Connect Lateral to Existing Main                             | 2 UN     | \$400.00   | \$800.00           | 2 UN                                      | \$800.00               | 100%                    | 0 UN                            | \$0.00                  |
| 5                                | Water Service, 1" Copper                                     | 2 UN     | \$800.00   | \$1,600.00         | 2 UN                                      | \$1,600.00             | 100%                    | 0 UN                            | \$0.00                  |
| 6                                | 8"x18" Concrete Curb incl. Full Depth Flush & Depressed Curb | 90 LF    | \$25.00    | \$2,250.00         | 90 LF                                     | \$2,250.00             | 100%                    | 0 LF                            | \$0.00                  |
| 7                                | 4" Thick Concrete Sidewalk                                   | 232 SF   | \$6.00     | \$1,392.00         | 232 SF                                    | \$1,392.00             | 100%                    | 0 SF                            | \$0.00                  |
| 8                                | 6" Thick Reinforced Concrete Apron                           | 128 SF   | \$10.00    | \$1,280.00         | 128 SF                                    | \$1,280.00             | 100%                    | 0 SF                            | \$0.00                  |
| 9                                | Roadway Pavement Repair                                      | 36 SY    | \$44.00    | \$1,584.00         | 18 SY                                     | \$792.00               | 50%                     | 18 SY                           | \$792.00                |
| 10                               | Hot Mix Asphalt Pavement Milling                             | 295 SY   | \$3.50     | \$1,032.50         | 295 SY                                    | \$1,032.50             | 100%                    | 0 SY                            | \$0.00                  |
| 11                               | HMA Surface Course, 2" Thick                                 | 35 TN    | \$85.00    | \$2,975.00         | 35 TN                                     | \$2,975.00             | 100%                    | 0 TN                            | \$0.00                  |
| 12                               | Relocate Sign                                                | 1 UN     | \$100.00   | \$100.00           | 0 UN                                      | \$0.00                 | 0%                      | 1 UN                            | \$100.00                |
| 13                               | Final Grading / Open Space Restoration                       | 1 LS     | \$1,000.00 | \$1,000.00         | 0 LS                                      | \$0.00                 | 0%                      | 1 LS                            | \$1,000.00              |
| <b>TOTAL BONDED IMPROVEMENTS</b> |                                                              |          |            | <b>\$17,273.50</b> | <b>INSTALLED BONDED IMPROVEMENT TOTAL</b> | <b>\$15,381.50</b>     | <b>INCOMPLETE TOTAL</b> |                                 | <b>\$1,892.00</b>       |

OVERALL BONDED IMPROVEMENT TOTAL = 89%

APPROXIMATE PERCENTAGE COMPLETE = 89%

**MINIMUM PERFORMANCE GUARANTEE TO BE RETAINED:**

|                                          |        |             |   |                   |
|------------------------------------------|--------|-------------|---|-------------------|
| A. 120% OF \$ AMOUNT INCOMPLETE          | 1.20 x | \$1,892.00  | = | \$2,270.40        |
| B. 30% OF ORIGINAL PERFORMANCE GUARANTEE | 0.30 x | \$20,728.20 | = | \$6,218.46        |
| <b>MINIMUM TO BE RETAINED</b>            |        |             |   | <b>\$6,218.46</b> |

**ORIGINAL POSTED PERFORMANCE GUARANTEES:**

A. 10% MINIMUM CASH BOND  
B. 90% MAXIMUM SURETY BOND  
TOTAL:

| ORIGINAL \$ AMOUNT | PRIOR REDUCTIONS | POSSIBLE REDUCTION | TO BE RETAINED |
|--------------------|------------------|--------------------|----------------|
| 2,072.82           | \$0.00           | \$1,450.97         | \$621.85       |
| 18,655.38          | \$0.00           | \$13,058.77        | \$5,596.61     |
| 20,728.20          | \$0.00           | \$6,218.46         | \$6,218.46     |

\*QUANTITY INSTALLED REFLECTS AMOUNT OF IMPROVEMENTS TO DATE WITHOUT APPARENT DEFECTS.

**RESOLUTION #\_\_-21****AUTHORIZING EXECUTION OF A SHARED SERVICES  
AGREEMENT WITH MONMOUTH COUNTY FOR  
MOD-IV PROPERTY ASSESSMENT COMPUTER SERVICES**

**WHEREAS**, the State of New Jersey has mandated the use of the MOD-IV Property Assessment Computer System for all New Jersey Municipalities; and

**WHEREAS**, The Board of Commissioners of the County of Monmouth, in conjunction with the County Board of Taxation, is offering the County's MOD-IV Property Assessment Computer System services to the municipalities; and

**WHEREAS**, a Shared Services Agreement has been proposed for this purpose, pursuant to NJSA 40A:65-1 et. seq.; and

**WHEREAS**, it is in the best interest of the Borough of Keyport to enter into such an Agreement;

**NOW THEREFORE BE IT RESOLVED**, by the Governing Body of the Borough of Keyport that the agreement entitled, "Agreement Between the County of Monmouth and the Borough of Keyport for MOD-IV Property Assessment Computer Services," a copy of which is attached hereto, be approved for January 1, 2022 through December 31, 2031; and

**BE IT RESOLVED**, that the Mayor and Borough Clerk be and are hereby authorized and directed to execute the contract agreement.

OFFERED:  
SECONDED:  
AYES:  
NAYS:  
ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify this to be a true copy of a resolution adopted by the Mayor and Council of the Borough of Keyport at their meeting of May 4, 2021.

---

Michele Clark, RMC  
Borough Clerk

## SHARED SERVICES AGREEMENT

Agreement Between the  
County of Monmouth and the

\_\_\_\_\_ of \_\_\_\_\_ for

### MODIV Property Assessment Computer Services

**WHEREAS**, rules and regulations of the State of New Jersey, Department of Treasury, Division of Taxation, provide for a uniform system of maintaining and reporting tax information as to real estate throughout the State of New Jersey by municipalities and counties, which is commonly known as MODIV Property Assessment Computer System; and

**WHEREAS**, the County of Monmouth has the facilities to provide the computer services necessary in order to comply with the aforesaid rules and regulations; and

**WHEREAS**, pursuant to P.L.2013, c.15 (C.54:1-104) each municipal assessor in a demonstration county shall utilize the same property assessment software as is used by the county tax board and all real property assessment functions required pursuant to State law, including the revaluation or reassessment of real property, as well as other assessment-based functions such as the development of a compliance plan, maintenance of assessments and the calculation of added assessments shall be performed using the property assessment software.

**WHEREAS**, pursuant to P.L.2013, c.15 (C.54:1-104) the county tax board participating in the demonstration program shall provide MOD-IV and CAMA software to each municipality that does not use the software, at no cost to those municipalities, and shall provide, at no cost to those municipalities, training in the use of the software to the assessors of those municipalities, and to their respective staff members. Thereafter, each municipality shall pay an annual fee per each taxable line item in the municipality to the county tax board for the MOD-IV and CAMA service.

**WHEREAS**, the Shared Services Act and Consolidation Act, namely C. 40A:65-1, provides a mechanism through which counties and municipalities may enter into agreements for the provision of services for each other.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the County of Monmouth (hereinafter referred to as "County"), and the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "Municipality"), it is hereby agreed as follows:

## **MODIV PROPERTY ASSESSMENT COMPUTER SERVICES**

1. The County will provide MODIV Property Assessment Computer Services to the Municipal Assessor. Services shall include Master File Maintenance, Preliminary Tax List Proof Book PDF, Preliminary Tax List PDF, Preliminary Tax Duplicate PDF, Preliminary Field Book PDF, Final Tax List Printed and PDF, and Printed Extended Tax Duplicate. Printing of Notification of Assessment Cards, Post Tax Year Statements, and Farmland Assessment Applications. Printing of Income and Expense requests for regular mail and Income and Expense requests for Certified Mailing. Printing of Initial and Further Statements and Tenant Rebate Forms. Production of Added/Omitted Assessment Proof Books as PDF and printing of three copies of the Added/Omitted Assessment Tax List. Provide Tax Year Consolidation, and a copy of the Master Computer File for the Municipality, upon request, for submission to the State of New Jersey, Division of Taxation.
2. The Municipality will adhere to the schedule of submission of data as prescribed by the Director of the New Jersey State Division of Taxation and or the Monmouth County Board of Taxation, which schedule is sent to the Municipality by the Monmouth County Tax Administrator annually.
3. The County will provide to the Municipality a report as to all transactions submitted by the Municipality to the County, indicating which data was accepted or rejected. It will be the responsibility of the Municipality to check the Transaction List and make corrections as necessary, so that the County may update the Municipality's Master File accordingly.

## **GENERAL CONDITIONS**

4. The within agreement shall be effective January 1, 2022 or as soon thereafter as the Municipality commences use of the County's services.
5. This Agreement shall end, if not sooner terminated or extended, on December 31, 2031.
6. The Municipality agrees that any liability for damages which it has or may have against the County for non-performance or negligent performance of the Property Assessment Computer Services described herein shall be limited to the amount paid by the Municipality to the County for the year in which the error(s) occur(s). The County shall not otherwise be liable to the Municipality for damages of any kind, including special, consequential, or punitive damages.
7. In the event that performance by the County of Monmouth under this agreement is delayed or prevented due to weather conditions, labor disputes affecting the County or any of the County's suppliers of materials or labor, natural acts, acts of war, emergency proclamations, governmental regulations or for any reason whatsoever beyond the County's control, any performance dates by the County will be extended for the period of time equal to the time lost by reason of any of these causes. If any of the foregoing causes make the performance of this agreement by the County impossible in the County's sole judgment, then this agreement may be immediately terminated by

the County, whereupon the Municipality and the County will be released from all obligations under this agreement, subject to an equitable adjustment of costs and fees earned or paid prior to termination.

8. The municipality is responsible for the accuracy and completeness of the information provided. The County will rely on the submission and representation of the municipality.
9. The within agreement is a New Jersey contract and shall be governed by the laws of the State of New Jersey.
10. The County makes no warranties, either express or implied. No representation or statement not expressly contained in the within agreement or incorporated herein by reference shall be binding on the County as a warranty.

#### **COSTS AND FEES**

11. The County shall supply the basic Property Assessment Computer Services as set forth hereinbefore at a cost to the Municipality of FORTY CENTS (\$0.40) per line item per year. Further, there will be a minimum Annual District Processing Charge of SIX HUNDRED DOLLARS (\$600.00). Notification of Assessment Cards will be mailed at a cost of \$0.40 per card; annual mailing fees will be in accordance with current USPS bulk mailing fees.

12. The County shall supply to the Municipality, at the request of the Municipality, the following additional services at the following additional costs:

Added/Omitted Tax Bills - Printed \$0.25 per bill

#### **Additional report requests:**

Tax List (Preliminary, Final or Extended) with Street and Owners Index (8.5x11) - \$ 75.00 per district  
Personalized Reports – Cost subject to mutual agreement

13. The County will bill the Municipality for the basic Property Assessment Computer Services and minimum Annual District Processing Charge after the delivery of the Added/Omitted Assessment List to the Municipality.
14. The County will bill the Municipality for "additional services" and for "additional report requests" upon completion of that work.
15. The County reserves the right to modify the costs and fees for service from time to time, upon reasonable advance notice to the Municipality.

IN WITNESS WHEREOF, the parties have hereunto placed their hands and seals.

ATTEST:

COUNTY OF MONMOUTH

\_\_\_\_\_  
MARION MASNICK  
Clerk of the Board

By: \_\_\_\_\_  
Thomas A. Arnone  
Commissioner Director

ATTEST:

\_\_\_\_\_ OF \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Clerk

By: \_\_\_\_\_

## RESOLUTION #\_\_\_-21

**AUTHORIZING THE REJECTION OF BIDS SUBMITTED  
IN RESPONSE TO REQUEST FOR BIDS FOR  
EMERGENCY AND ON-CALL UTILITY REPAIR SERVICES**

**WHEREAS**, the Borough of Keyport, County of Monmouth (the "**Borough**") is a public body corporate and politic of the State of New Jersey; and

**WHEREAS**, the Borough issued a request for bids for Emergency and On-Call Utility Repair Services (the "**Project**"), and on April 13, 2021 received three (3) bids; and

**WHEREAS**, the bids were reviewed by the Borough Engineer who has recommended the bids be rejected as the bid received from the apparent low bidder was found to be unbalanced and all bids exceeded the Engineer's Estimate for the work; and

**WHEREAS**, the Borough desires to re-solicit bids, as authorized under, and in accordance with, the provisions of the N.J. Local Public Contract Law.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the Council of the Borough of Keyport as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Borough rejects all bids for the Project, and will re-solicit the bids in accordance with the provisions of the Local Public Contract Law.
3. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
4. This Resolution shall take effect as provided by law.

**OFFERED:**  
**SECONDED:**  
**AYES:**  
**NAYS:**  
**ABSTAIN:**  
**ABSENT:**

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Meeting of May 4, 2021.

---

Michele Clark, RMC  
Borough Clerk



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)  
DAVID J. SAMUEL, PE, PP, CME  
JOHN J. STEFANI, PE, LS, PP, CME  
JAY B. CORNELL, PE, PP, CME  
MICHAEL J. McGLELLAND, PE, PP, CME  
GREGORY R. VALES, PE, PP, CME

TIMOTHY W. GILLEN, PE, PP, CME  
BRUCE M. KOCH, PE, PP, CME  
LOUIS J. PLOSKONKA, PE, CME  
TREVOR J. TAYLOR, PE, PP, CME  
BEHRAM TURAN, PE, LSRP  
LAURA J. NEUMANN, PE, PP  
DOUGLAS ROHMEYER, PE, CFM, CME  
ROBERT J. RUSSO, PE, PP, CME  
JOHN J. HESS, PE, PP, CME

April 22, 2021

**Via Electronic (administrator@keyportonline.com) & 1<sup>st</sup> Class Mail.**

Borough of Keyport  
70 West Front Street  
Keyport, NJ 07735

Attn: Jay Delaney, Borough Administrator

**Re: Bid Report and Recommendation  
2021-2022 Emergency and On-Call Utility Repair Services  
Borough of Keyport, Monmouth County, NJ  
CME File No.: HKP00003.21**

Dear Mr. Delaney:

Enclosed herewith please find a summary of bids received on April 13, 2021, for the above referenced project. Three (3) bids were submitted as shown below:

|    | Contractor                        | Location           | Base Bid A<br>Year 1 | Bid Alt A<br>Year 1 | Base Bid B<br>Year 2 | Bid Alt B<br>Year 2 |
|----|-----------------------------------|--------------------|----------------------|---------------------|----------------------|---------------------|
| 1. | J. Fletcher Creamer<br>& Son Inc. | Hackensack,<br>NJ  | \$171,561.30         | \$4,900.00          | \$171,561.30         | \$4,900.00          |
| 2. | B&W Construction<br>Co. of NJ     | South River,<br>NJ | \$296,618.00         | \$2,660.00          | \$306,812.50         | \$2,735.00          |
| 3. | Black Rock<br>Enterprises, LLC    | Old Bridge,<br>NJ  | \$351,900.00         | \$4,250.00          | \$397,400.00         | \$4,500.00          |

It is also noted that there were irregularities present in the bid submittal by Black Rock Enterprises. The nature of the irregularities are minor and do not affect the outcome of the bid. We recommend that the bids be rejected as J. Fletcher Creamer & Son's bid was found to be unbalanced and also exceeded the Engineer's Estimate for the work.

We trust this is the information you require at this time. Should you have any questions or require additional information, please do not hesitate to contact this office.

Very truly yours,  
CME Associates

Trevor J. Taylor, PE, PP, CME  
Borough Engineer's Office

Enclosures

cc: Michele Clark, Municipal Clerk (mclark@keyportonline.com)  
Tom Fallon, Borough CFO (tfallon@keyportonline.com)  
Robert Kutschman, Borough DPW Superintendent (dpwsuper@keyportonline.com)  
Mark Y. Moon, Esq. - Borough Attorney (mmoon@msbnj.com)

S:\Keyport\Specs\Emergency Utility Repairs 2021\21-04-16 - Bid Report & Recommendation of Award.docx

CONSULTING AND MUNICIPAL ENGINEERS

1460 ROUTE 9 SOUTH • HOWELL, NEW JERSEY 07731 • (732) 462-7400 • FAX: (732) 409-0756

## RESOLUTION #\_\_\_-21

**AUTHORIZING A REFUND TO TRINITY HEATING &  
AIR, INC. OF A PORTION OF THE CONSTRUCTION  
PERMIT FEES FOR SOLAR PANEL MOUNTING AT THE  
PROPERTY LOCATED AT 227 OSBORN STREET**

**WHEREAS**, the Borough of Keyport, County of Monmouth (the "**Borough**") is a public body corporate and politic of the State of New Jersey; and

**WHEREAS**, the Borough previously granted certain construction permit approval (the "**Approval**") as to Trinity Solar (aka Trinity Heating & Air, Inc.) (the "**Applicant**") with respect to proposed installation of mounting and PV solar system (the "**Project**") at the property commonly known as 227 Osborn Street, Block 87, Lot 6 on the tax map of the Borough (the "**Property**"); and

**WHEREAS**, as one of the conditions of the Approval, the Applicant was required to pay construction permit fees in the amount of \$657.00; and

**WHEREAS**, the Applicant has advised that the homeowners of the Property do not desire to move forward with the Project contemplated under the Approval; and

**WHEREAS**, the Applicant has requested that the Borough refund the construction permit fees in the amount of \$657.00; and

**WHEREAS**, the Borough previously undertook plan review for the subject Approval which compromised \$125.00 of the construction permit fees paid by the Applicant; and

**WHEREAS**, the Borough desires to refund the remaining construction permit fees paid by the Applicant in the amount of \$532.00 (the "**Refund**").

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the Council of the Borough of Keyport as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Borough is authorized to refund the construction permit fees, less the fee for plan review undertaken by the Borough, in the amount of \$532.00 to Trinity Heating & Air, Inc.
3. The Mayor of the Borough, the Borough Administrator, and/or the Borough Chief Financial Officer are authorized to effectuate the Refund, including the execution of any forms necessary for such Refund in furtherance of this Resolution.
4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

5. A copy of this Resolution shall be available for public inspection at the Office of the Borough Clerk.

6. This Resolution shall take effect as provided by applicable law.

**OFFERED:**

**SECONDED:**

**AYES:**

**NAYS:**

**ABSENT:**

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of May 4, 2021.

---

Michele Clark, RMC  
Borough Clerk



NJ, Electrical Contractor business permit number 34EB01547400  
NJ, HIC reg. # 13VH01244300  
For other jurisdictions, please visit: <http://www.trinity-solar.com/about-us/locations-and-licenses>

Keyport Borough  
70 W. Front St.  
Keyport, New Jersey 07735

4/12/2021

**RE: Permit Refund**

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Hello,

Please be advised that we have not carried out any work at the below mentioned property. Therefore, we are requesting a refund for the permit amount of \$657 . We understand the DCA fee and a plan review fee is non-refundable.

Please make the check payable to Trinity Heating & Air, Inc. If you have any questions feel free to contact me. Thank you.

If you have any questions, please free to reach out to us at 848-220-9040 or via email at [applications.nj@trinity-solar.com](mailto:applications.nj@trinity-solar.com)

Homeowner: Sousa, Tiago  
Address: 227 Osborn Street, Keyport, NJ  
Block/Lot: 87 / 6  
Permit: 20190613

Thank you,  
Barbara Martinez  
Applications Specialist

**Corporate Headquarters**

2211 Allenwood Road  
Wall, New Jersey 07719



Made with Earth-Friendly Products

**1-800-373-3765**

Ph: 732-780-3779

Fax: 732-780-6671

[www.TrinitySolarSystems.com](http://www.TrinitySolarSystems.com)

**FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS' REGISTRATION ACT,  
CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY,  
DIVISION OF CONSUMERS AFFAIRS AT 1-888-656-6225.**



# CONSTRUCTION PERMIT

Date Issued 2/13  
Control # C-19-92009145  
Permit # 20190613

IDENTIFICATION Block: 87 Lot: 6 Qualifier \_\_\_\_\_  
Work Site Location: 227 OSBORN ST. Keyport Borough, NJ Contractor TRINITY SOLAR  
Address 2211 Allenwood Rd Wall, NJ 07719 NJ  
Owner in Fee SOUSA, TIAGO A Telephone: (732) 780-3779  
Lic. No. or Bldrs. Reg. No. 13VH01244300.34EI015474  
Telephone: \_\_\_\_\_ Federal Employee. No. \_\_\_\_\_

Is hereby granted permission to perform the following work:

- ☒ BUILDING ☐ PLUMBING ☐ LEAD HAZARD ABATEMENT  
☒ ELECTRICAL ☐ FIRE PROTECTION ☐ DEMOLITION  
☐ ELEVATOR DEVICES ☐ ASBESTOS ABATEMENT (Subchapter 8 only) ☐ OTHER

## DESCRIPTION OF WORK:

Installation of mounting and PV solar system

Note: If construction does not commence within one (1) year of date of issuance, or if construction ceases for a period of six (6) months, this permit is void.

Estimated Cost of Work \$16,967

[Signature]  
Construction Official

11-479  
Date

U.C.C. F170  
equiv (rev 1/04)

1 WHITE - INSPECTOR

2 CANARY - OFFICE

3 PINK - TAX ASSESSOR

4 GOLD - APPLICANT

## PAYMENTS (Office Use Only)

|                  |        |
|------------------|--------|
| Building         | \$400  |
| Electrical       | \$225  |
| Plumbing         | \$0    |
| Fire Protection  | \$0    |
| Elevator Devices | \$0    |
| Other            | \$0.00 |
| DCA Training Fee | \$32   |
| CO Fee           |        |
| Other            | \$0    |
| Total            | \$657  |
| Check No.        |        |
| Cash             | \$0    |
| Credit           | \$0    |
| Collected By     |        |

## REQUIRED INSPECTIONS

Construction work must be inspected in accordance with the State Uniform Construction Code Regulations N.J.A.C. 5:23-2.18. This agency will carry out such periodic inspections during the progress of work as are necessary to insure that the work installed conforms with the requirements of the Uniform Construction Code.

The owner or other responsible person in charge of work must notify this agency when work is ready for any required inspections specified below. Requests for inspections must be made at least 24 hours prior to the time the inspection is desired. Inspections will be performed within three business days of the time for which they are requested. The work must not proceed in a manner which will preclude the inspection until it has been made and approval granted.

- ☒ Required inspections for all subcodes for one- and two-family dwellings are as follows:
1. The bottom of footing trenches before placement of footings, except that in cases of pile foundations, inspections shall be made in accordance with the requirements of the building subcode.
  2. Foundations and all walls up to grade level prior to back filling.
  3. All structural framing, connections, wall and roof sheathing and insulation; electrical rough wiring, panel and service installation; rough plumbing. The framing inspection shall take place after the rough electrical and plumbing inspections and after the installation of the heating, ventilation and /or air conditioning duct system. The insulation inspection shall be performed after all other subcode rough inspections and prior to the installation of any interior finish material.
  4. Installation of all finished materials, sealings of exterior joints, plumbing piping, trim and fixtures; electrical wiring, devices and fixtures; mechanical systems equipment.

Additional required inspections for all subcodes of construction, for other than one- and two-family dwellings, are fire suppression systems, heat producing devices and Barrier Free subcode accessibility, if applicable.

☐ Required special inspections. The applicant by accepting the permit will be deemed to have consented to these requirements:

☒ A final inspection is required for each applicable subcode area before a final Certificate of Occupancy or Approval may be issued. The final inspections include the installation of all interior and exterior finish materials, sealing of exterior joints, mechanical system and other required equipment; electrical wiring, devices and fixtures; plumbing pipes, trim and fixtures; tests required by any provision of the adopted subcodes, Barrier Free accessibility, if applicable; and verification of compliance with NJAC 5:23-3.5, "Posting structures".

☒ A complete copy of released plans must be kept on the job site.

If you do not understand any of this information, please ask.

**RESOLUTION #-21****AUTHORIZING THE APPOINTMENT OF CHRISTOPHER  
STRINCOSKI AS LABORER-2 IN THE DEPARTMENT OF PUBLIC  
WORKS**

**WHEREAS**, a vacancy exists within the Borough of Keyport (the "**Borough**")  
Department of Public Works; and

**WHEREAS**, the Superintendent of Public Works and the Borough Administrator have  
reviewed the applications submitted to fill this vacant position, have interviewed prospective  
employees, and have recommended an appointment to fill this vacancy.

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

1. Christopher Strincoski is hereby appointed to the position of Laborer-2 within the Public  
Works Department at the annual salary of \$35,000.00 effective May 4, 2021 and subject  
to the satisfactory completion of all pre-employment requirements.
2. The Borough Administrator is hereby authorized to execute all documents necessary to  
effectuate this appointment.
3. The Borough Clerk is directed to forward copies of this resolution to the Borough  
Administrator, the Public Works Superintendent, and Christopher Strincoski.

**OFFERED:**

**SECONDED:**

**AYES:**

**NAYS:**

**ABSENT:**

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted  
by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of May 4,  
2021.

---

Michele Clark, RMC  
Borough Clerk

**RESOLUTION #\_\_-21****AUTHORIZING THE HIRING OF A CROSSING GUARD – David Zaorski**

**WHEREAS**, the Borough of Keyport (the “Borough”) has determined the need to hire a Crossing Guard at a rate not to exceed Fifteen Dollars (\$15.00) per hour, pursuant to N.J.S.A. 40A:9-1 et seq.; and

**WHEREAS**, notice of the opening of such position was given and interviews were conducted; and

**WHEREAS**, the Police Chief has recommended David Zaorski be hired for the position of Per Diem Crossing Guard.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Keyport as follows:

1. David Zaorski is hereby hired as a Crossing Guard for the Borough at a rate not to exceed Fifteen Dollars (\$15.00) per hour, effective immediately.
2. The maximum number of hours per week is not to exceed 20 hours.
3. The Borough Administrator is hereby authorized to execute all documents necessary to effectuate this appointment.
4. The Borough Clerk is hereby directed to forward copies of this resolution to the Borough Administrator, the Police Chief and David Zaorski.

**OFFERED:**

**SECONDED:**

**AYES:**

**NAYS:**

**ABSENT:**

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of a Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Meeting of May 4, 2021.

---

Michele Clark, RMC  
Municipal Clerk

**RESOLUTION #\_\_-21****AUTHORIZING EXECUTION OF CONCESSION  
AGREEMENT WITH FUNNEE GIRL DOGS, LLC**

**WHEREAS**, the Borough of Keyport, County of Monmouth (the "**Borough**") is a public body corporate and politic of the State of New Jersey; and

**WHEREAS**, the Borough owns and maintains a promenade on the waterfront adjacent to American Legion Drive; and

**WHEREAS**, the Borough seeks to award a concession for the sale of food and beverages at a designated location on the waterfront (the "**Concession Agreement**") to Funnee Girl Dogs, LLC ("**Funnee Girl Dogs**") for 2021; and

**WHEREAS**, the Concession Agreement provides that Funnee Girl Dogs will pay a fee of \$2,515; and

**WHEREAS**, the Concession Agreement fee falls below the bid threshold and is thereby exempt from the procurement requirements of the Local Public Contracts Law.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the Council of the Borough of Keyport as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Borough is hereby authorized to execute the Concession Agreement with Funnee Girl Dogs on file with the Office of the Borough Clerk.
3. The Mayor of the Borough, the Borough Administrator and other reasonably necessary personnel are hereby authorized and directed to execute the Concession Agreement, subject to such additions, deletions, modifications or amendments deemed necessary by the Mayor of the Borough in her discretion in consultation with legal counsel, which additions, deletions, modifications or amendments do not alter the substantive rights and obligations of the parties thereto, and to take all other necessary and appropriate action to effectuate the Concession Agreement.
4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
5. A copy of this Resolution shall be available for public inspection at the offices of the Borough Clerk.
6. This Resolution shall take effect as provided by law.

**OFFERED:**  
**SECONDED:**  
**AYES:**  
**NAYS:**  
**ABSENT:**

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of May 4, 2021.

---

Michele Clark, RMC  
Borough Clerk

## **CONCESSION AGREEMENT**

**THIS CONCESSION AGREEMENT** (this "Agreement") is entered into as of this \_\_\_\_\_ day of May 2021, by and between:

**THE BOROUGH OF KEYPORT**, a municipal corporation of the State of New Jersey, with principal offices located at 70 West Front Street, Keyport, New Jersey, 07735 (hereinafter referred to as "the Borough"),

AND

**FUNNEE GIRL DOGS, LLC d/b/a FUNNEE GIRLS HOTDOGS**, 14 May Street, Keyport, New Jersey 07735 (hereinafter referred to as the "Concessionaire").

The Borough and the Concessionaire are each a "Party", and together, shall be referenced as the "Parties".

**WHEREAS**, pursuant to a Resolution duly adopted by the Borough, the Borough and the Concessionaire agree to enter into this Agreement to authorize Concessionaire to operate a hot cart and snack concession cart at Keyport Waterfront Park ("Waterfront Park"), for the period of May 15, 2021 through October 31, 2021.

**NOW, THEREFORE**, in consideration of the promises and of the terms, covenant and conditions hereinafter contained to be kept and performed by the respective parties, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

### **SECTION 1. PERMISSION GRANTED**

a. The Concessionaire is granted the exclusive right and obligation within Waterfront Park (subject to the provisions of Section 3 herein) to operate and maintain a hot dog and snack concession cart, and not for any other purpose, during the period commencing May 15, 2021 and ending October 31, 2021 (the "Term"), between the hours of 10:00 a.m. and 8:00 p.m. No other activity, service or amenity shall be provided by Concessionaire without the express written approval of the Borough.

b. The concession rights herein granted shall be carried on at Waterfront Park in a designated area adjacent to the Municipal Boat Ramp (the "Concession Area"). The Borough, through its Harbor Commission, shall specifically designate the space to be utilized by the Concessionaire.

c. Concessionaire shall be permitted a temporary sign, advertisement or notice which may be in a place as designated by the Harbor Commission to identify the business. The within sign may not be affixed to the Waterfront Promenade, Municipal Pier or the Municipal Boat Ramp, and shall be removed daily by the Concessionaire. The sign shall be in such manner and of such size, design, and color as shall follow local ordinances. The location of the within sign shall not obstruct public access to, or signage for, the Waterfront Promenade, Municipal Pier or the Municipal Boat Ramp.

d. In the event of a conflict between Concessionaire and any other concessionaire agreement at Waterfront Park regarding the services to be offered or products to be sold by respective concessionaires of the Borough, Concessionaire shall meet and confer with the Borough and any other necessary party or parties to determine the services to be offered or products to be sold by each, and Concessionaire hereunder agrees thereafter to be bound by the determination of the Borough.

## **SECTION 2. FEE**

a. Fee. The fee the entire Term shall be \$2,515.00 (Two Thousand Five Hundred Fifteen Dollars) to be paid in five (5) monthly installments of \$503.00 (Five Hundred Three Dollars) beginning on or before June 15, 2021, to be paid on or before the 15th of every month following until the total fee has been paid<sup>1</sup>. A late fee of eight percent (8%) shall be assessed on any payment more than ten (10) days past due.

b. Deposit. In addition to payment of the Fee, upon its execution of this Agreement, the Concessionaire shall tender the sum of \$300.00 (Three Hundred Dollars) as a refundable deposit to secure Concessionaire's performance of its obligations hereunder. The deposit shall be returned to the Concessionaire after the time fixed as the expiration of the Term herein, provided the Concessionaire has fully and faithfully carried out all of the terms, covenants and conditions to be performed by the Concessionaire, The Borough shall have the right to utilize the deposit, in whole or in part, to cure any and all defaults of the Concessionaire under the terms of this Agreement.

c. Payments. The payments required of Concessionaire hereunder shall be made by certified check or money order payable to the order of the Borough of Keyport at the office of the Borough Clerk, 70 West Front Street, Keyport, New Jersey. The Concessionaire shall, without any previous demand therefor, pay the said fee at the times and in the manner above provided.

d. Other Fees. The Concessionaire shall pay any Borough license fee for conducting the business upon the said Concession Area in the form of any license required for sale of food products within the Borough, as may be required by Ordinance or the Board of Health or any applicable law.

## **SECTION 3. RESTRICTIONS ON USE; LEGAL COMPLIANCE**

a. Nothing herein shall be construed to convey an exclusive license or right to the Concessionaire to exclusive occupancy of the Waterfront Promenade, Municipal Pier or the Municipal Boat Ramp in the general sense. Concessionaire shall not make use of the Concession Area in any manner that might interfere with the recreational uses of Waterfront Park. The public shall have access to the Waterfront Promenade, Municipal Pier or the Municipal Boat Ramp

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<sup>1</sup> In the event of that the COVID-19 virus related State of Emergency issued by the Governor of the State of New Jersey or any COVID-19 virus related Executive Orders from the Governor of the State of New Jersey prevents the Concessionaire from operating the use authorized in this Agreement, the monthly installment shall be reduced by the pro-rata amount for the days in which Concessionaire cannot operate.

always.

b. The Concessionaire agrees to observe and comply with all applicable laws, ordinances, rules and regulations of Federal, State, County and Municipal authorities, including, without limitation, any and all regulations established by the State of New Jersey, Green Acres Program, and any and all municipal ordinances of the Borough of Keyport.

(1) The Parties recognize and agree that the Concession Area is located within Green Acres funded parkland. As such, the provisions set forth in N.J.A.C. 7:36-25.13 shall be made applicable to the terms of this Agreement. Both sides agree to cooperate fully with respect to the Green Acres Program. The Parties represent and warrant that nothing herein shall restrict the public from the use and enjoyment of Waterfront Park, including the Waterfront Promenade, Municipal Pier or the Municipal Boat Ramp.

c. Under no circumstances are intoxicating liquors or beverages of any kind or character to be sold, distributed, or offered by Concessionaire.

d. There shall be no solicitation of trade, barking, or crying of wares by the Concessionaire, unless in compliance with local ordinances.

e. The Concessionaire shall not permit any music, dancing or playing of juke boxes, radio, music machines, or other noise-generating items upon the Concession Area, which constitutes a nuisance or violates local ordinances or other regulations.

#### **SECTION 4. CONDITION OF CONCESSION AREA.**

a. The Concessionaire represents that he has examined the Concession Area and accepts the same in its present condition (except as otherwise expressly provided herein) and without any representations on the part of the Borough, the Harbor Commission, or its agents as to the present or future condition of the said Concession Area.

b. Concessionaire shall daily dispose of any solid waste, garbage or recyclable materials generated during the performance of the terms of this Agreement.

c. With respect to its use, Concessionaire shall keep said Concession Area in a clean and sanitary condition and free from trash, flammable material, and other objectionable matter.

#### **SECTION 5. RELEASE AND INDEMNIFICATION.**

a. Concessionaire hereby releases and waives any claim it may have whatsoever against the Borough, its Harbor Commission and/or Borough officials, employees, agents and representatives, as well as the New Jersey Green Acres Program and its officials, employees, agents and representatives, arising from this Agreement, including, without limitation, claim for personal injury, property damage, or loss of business or profits.

(1) If at any time during the term of this Agreement, the Borough shall engage in the reconstruction, repair or removal of any Borough building or property,

including the streets and sidewalks, or other improvements adjacent thereto, and such work shall result in damage/loss of use of the Concession Area by Concessionaire, Concessionaire shall have no claim whatsoever for any such loss of business or profits of any other claim whatsoever against the Borough, its Harbor Commission and/or Borough officials, employees, agents and representatives.

b. Concessionaire agrees to and shall defend, save, indemnify and hold harmless the Borough, its Harbor Commission and/or Borough officials, employees, agents and representatives, as well as the New Jersey Green Acres Program and its officials, employees, agents and representatives, from and against any and all payments, losses, damages, expenses, costs, liabilities and attorney fees for any and all claims and liability or losses or damage to property or injuries to persons, arising out of this Agreement and/or use of the Concession Area by Concessionaire or its agents, employees, customers, assignees or successors.

## **SECTION 6. INSURANCE.**

The Concessionaire shall be responsible, at its own expense, for carrying public liability insurance in the amounts of Five-Hundred Thousand Dollars (\$500,000) in the aggregate or personal injuries sustained, and Fifty-Thousand Dollars (\$50,000) for property-damage, and in the case of any truck or trailer, automobile insurance, in the sum of Five-Hundred Thousand (\$500,000) Dollars insuring the Concessionaire, and specifically naming and including the Borough and its Harbor Commission and/or Borough officials, employees, agents and representatives, and the New Jersey Green Acres Program, and its officials, employees, agents and representatives, as named/additional insureds. Such policies shall also contain a 30-day notice requirement to all insured prior to any termination, alteration or material modification of same, Furthermore, the said policy(is), or confirming certificates thereof, shall be approved by the Borough Attorney (prior to performance under the Agreement) and the same shall be filed with the Borough Clerk.

## **SECTION 7. BREACH OF AGREEMENT**

a. In the event of a breach by Concessionaire of this Agreement, including but not limited to, the non-payment of the Fee or any late fees established hereunder, or the failure of Concessionaire to provide its concession services for two (2) consecutive weekends (Saturday and Sunday), or for seven (7) consecutive days, as the case may be, the Concessionaire shall be sent written notice of said breach, and the Concessionaire shall correct/cure the same within five (5) days of receiving said notice. If the Concessionaire fails to correct/cure the said violation(s) or breach(es) within the five (5) day period or any mutually agreed upon extension to correct/cure, the Borough shall have the option of correcting/curing the said violation or breach at the expense of Concessionaire, and/or terminating this Agreement without further liability. In the event of termination, which shall be on written notice, the Borough shall be further entitled to payment of the balance of the Fee within five (5) days following written notice of such termination.

b. The acceptance of any Fee or late fee hereunder by the Borough after a breach or default of any of the terms, covenants, and conditions of this Agreement, shall not constitute a waiver or any right or rights of the Borough. Moreover, the failure of the Borough to insist upon strict performance of any of the covenants and conditions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or

relinquishment for the future of any such covenants, conditions or operations, but the same shall be and remain in full force and effect.

## **SECTION 8. RESERVED RIGHTS**

a. The Borough and its Harbor Commission shall have full authority (but not the obligation) to enter in and upon the said Concession Area, to inspect the same and so as to make any and all necessary repairs in and about the Waterfront Park, including the Concession Area at such time as it or its agents, may deem necessary; provided, however, that nothing herein contained shall be deemed to obligate the Borough or the Harbor Commission to make any such repairs.

b. The Borough and the Harbor Commission reserve the right to determine and modify the permitted uses for Waterfront Park, including the Waterfront Promenade, Municipal Pier or the Municipal Boat Ramp.

c. The Borough reserves the right to further develop or improve the Concession Area as it sees fit, without interference or hindrance; however, the Borough shall consider the desire and views of Concessionaire.

d. In the event of destruction of the Concession Area or other areas of Waterfront Park, the Borough shall reserve the right to terminate this Agreement. In the event of the partial destruction of the Concession Area or other areas of Waterfront Park, the Borough shall have the option to either terminate this Agreement, or make the necessary repairs within 90 days from the happening of such damage (during which time the Fee shall abate if Concessionaire is unable to operate). In the event said repairs are not substantially completed within said 90-day period, this Agreement will terminate, and the Parties will have no further liability towards the other.

## **SECTION 9. MISCELLANEOUS**

a. Notices. All notices or service of any paper or document required to be given to the Concessionaire under this Agreement shall be in writing, may be given by certified mail, return receipt requested, sent to the above address of Concessionaire, or as otherwise permitted herein.

b. Assignments. The Concessionaire shall not assign this Agreement without prior written consent of the Borough of Keyport, which shall be granted or withheld in its sole discretion.

c. Severability. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by the court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any clause or provision herein. Such other clauses or provisions shall remain in full force and effect.

d. Entire Agreement. This Agreement represents the entire agreement between the Parties hereto respecting the subject matter hereof, and there are no collateral oral agreements or understandings. Moreover, all additions, variations, or modifications of this Agreement shall be

void and ineffective, unless in writing, and signed by the Parties.

**IN WITNESS WHEREOF**, the undersigned Parties have executed this Agreement as of the date first written above.

ATTEST:

THE BOROUGH OF KEYPORT

\_\_\_\_\_  
Michele Clark, RMC  
Borough Clerk

By:\_\_\_\_\_  
Collette J. Kennedy, Mayor

Date:\_\_\_\_\_

ATTEST:

**FUNNEE GIRL DOGS, LLC d/b/a  
FUNNEE GIRLS HOTDOGS**

\_\_\_\_\_

\_\_\_\_\_

Date:\_\_\_\_\_

**RESOLUTION #\_\_-21****AUTHORIZING EXECUTION OF LICENSE AGREEMENT  
WITH A CANOE TO YOU, LLC FOR THE BOROUGH  
OWNED BOATHOUSE ON THE WATERFRONT**

**WHEREAS**, the Borough of Keyport, County of Monmouth (the "**Borough**") is a public body corporate and politic of the State of New Jersey; and

**WHEREAS**, the Borough owns and maintains a boathouse on the waterfront adjacent to American Legion Drive (the "**Boathouse**"); and

**WHEREAS**, the Borough seeks to award a license agreement for the use of the Boathouse (the "**License Agreement**") for the purposes of renting non-motorized watercraft, provision of tours and related services to A Canoe To You, LLC ("**Canoe to You**") for 2021; and

**WHEREAS**, the License Agreement provides that Canoe to You will pay a license fee of \$300; and

**WHEREAS**, the license fee falls below the bid threshold and is thereby exempt from the procurement requirements of the Local Public Contracts Law.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the Council of the Borough of Keyport as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Borough is hereby authorized to execute the License Agreement with Canoe to You on file with the Office of the Borough Clerk.
3. The Mayor of the Borough, the Borough Administrator and other reasonably necessary personnel are hereby authorized and directed to execute the License Agreement, subject to such additions, deletions, modifications or amendments deemed necessary by the Mayor of the Borough in her discretion in consultation with legal counsel, which additions, deletions, modifications or amendments do not alter the substantive rights and obligations of the parties thereto, and to take all other necessary and appropriate action to effectuate the License Agreement.
4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
5. A copy of this Resolution shall be available for public inspection at the offices of the Borough Clerk.
6. This Resolution shall take effect as provided by law.

**OFFERED:**  
**SECONDED:**  
**AYES:**  
**NAYS:**  
**ABSENT:**

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of May 4, 2021.

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Michele Clark, RMC  
Borough Clerk

**LICENSE AGREEMENT  
KEYPORT WATERFRONT BOATHOUSE**

**THIS LICENSE AGREEMENT** is made on May \_\_\_\_\_, 2021 between the **BOROUGH OF KEYPORT**, a municipal corporation of the State of New Jersey, with principal offices located at 70 West Front Street, Keyport, New Jersey 07735 (hereinafter referred to as "**LICENSOR**") and **A CANOE TO YOU, LLC**, a limited liability company of the State of New Jersey located at 68 Ravine Drive, Matawan, New Jersey (hereinafter referred to as "**LICENSEE**") (collectively referred to as the "**PARTIES**").

- 1. License.** The Licensor hereby licenses to the Licensee and the Licensee accepts the terms of this License Agreement (hereinafter referred to as this "**AGREEMENT**") governing the exclusive access and use of a portion of a boat ramp boathouse as described in paragraph 2 of this Agreement (the "**LICENSED PREMISES**") upon the terms and conditions set forth in this Agreement.
- 2. Licensed Premises.** The Licensed Premises shall be a space that constitutes a portion of the Licensor's boat ramp boathouse measuring approximately three hundred (300) square feet designated by the Licensor.
- 3. Term.** This Agreement shall have a term of seven (7) months from the execution of this Agreement.
- 4. License Fee.** Licensee agrees to pay to the Licensor an amount of \$300 for the term of the Agreement which is due upon the signing of the Agreement.
- 5. Condition of the Licensed Premises.** The Licensed Premises is being licenses as an "As Is" condition. The Licensor makes no representations concerning the condition of the Licensed Premises or the suitability of the Licensed Premises for any particular purpose.
- 6. Fixtures and Equipment.** The Licensee is responsible for supplying its own fixtures and equipment. Size and design of said fixtures and equipment must be approved by the Licensor prior to installation or use at the Licensed Premises. Fixtures and equipment at the Licensed Premises at the inception of this Agreement may be used by the Licensee, but must be returned in acceptable condition at the end of the term of this Agreement.
- 7. Compliance with Codes.** The Licensee shall be solely responsible for making any and all repairs and for performing any and all work necessary for the Licensed Premises to comply with all applicable building, maintenance, and occupancy codes, and all other applicable municipal ordinances, county ordinances and regulations, and State statutes and regulations, and the terms of this Agreement.

A. If the Licensee fails to comply with the requirements of the foregoing paragraph, the Licensor or its designated agent or representatives may enter the Licensed Premises after ten (10) days notice, in order to effectuate compliance. Licensee shall reimburse the Licensor for all

costs incurred for work performed by the Licensor. The notice requirement in this paragraph shall not apply in an emergency circumstance.

B. The Licensee shall indemnify, defend and hold the Licensor harmless from fines, claims and losses of every kind arising out of or in connection with spills or discharges of hazardous substances or wastes occurring at or about the Licensed Premises. The Licensee shall not use the Licensed Premises in any manner so as to prevent a "negative declaration" or Letter of Non-Applicability (or the equivalent) pursuant to the Environmental Cleanup Responsibility Act, the Spill Compensation and Control Act, ISRA or any other similar or succeeding legislation or rules and regulation there under, the Licensee shall furnish to the Licensor and the appropriate documents and records as needed to demonstrate compliance with any environmental rule, mandate, regulation, and/or statute and if a cleanup plan must be prepared and a cleanup undertaken, the Licensee shall prepare, submit and implement the same at Licensee's sole cost and expense.

**8. Use of the Licensed Premises.** The Licensee agrees to use the Licensed Premises only for the sale of food, boating, craft, novelty and fishing related products, the provision of lessons related to physical fitness, rental of non-motorized water crafts such as kayaks, sail boards, stand up paddle boards, rowboats and canoes. The following items, services and uses are **specifically and expressly prohibited**: rental, leasing or lessons of any power or motorized water craft such as but not limited to personalized water craft, jet skis, motorized small boats, services including motorized boats towing wakeboards, water skis, tubing and parasailing, vending machines, mechanical or electronic amusement devices, kiddie or children amusement rides, going-out of business merchandise, furniture (except beach chairs and the like), firearms, weapons and ammunition, or personal service establishments.

**A. Garbage and Recycling, Containers and Dumpsters:** The Licensee shall arrange for private collection of all garbage and recycling. The location of all garbage and recycling containers and/or dumpsters shall be approved by the Director of Public Works and thereafter the garbage and recycling containers and/or dumpsters shall be kept only in that location except when being moved for collection. Garbage and recycling containers and/or dumpsters shall be placed at the curb for collection in a location approved by the Director of Public Works and thereafter the garbage and recycling containers and/or dumpsters shall only be placed at that location at the curb for collection. Garbage and recycling containers and/or dumpsters shall not be placed at the curb for collection before 9:00 p.m. on the night prior to collection and shall be removed from the curb no later than 9:00 a.m. on the day of collection. All garbage and recycling containers and/or dumpsters for food service businesses shall be emptied at least two (2) times per week or more frequently as required by the Director of Public Works. Additionally, all garbage and recycling containers and/or dumpsters for food service businesses shall be maintained in accordance with the Monmouth County Health Department regulations and regulations promulgated by the Licensee, as may be amended from time-to-time which are incorporated herein by reference

**9. Installation of Fixtures and Equipment.** The Licensee shall not install any permanent fixtures or equipment on or in the Licensed Premises without the prior written consent of the Licensor. Any request for such consent shall be accompanied by a description of the fixtures

and/or equipment to be installed and a sketch showing the location for each installation. The Licensor shall not be required to give its consent. If consent is given, all installed fixtures and equipment shall, upon the expiration of the Agreement, become the Licensor's property unless an exception is explicitly set forth in the consent.

**10. Repairs and Maintenance by Licensee.** The Licensee shall keep the Licensed Premises in good repair and properly maintained. The Licensee shall be responsible for repairing all damage to the Licensed Premises occurring during the term of the Agreement. At the expiration of the Agreement, the Licensee shall return possession of the Licensed Premises to the Licensor in the same condition that the Licensed Premises was in at the commencement of the Agreement, normal wear and tear accepted.

**11. Renovations and Maintenance by Licensor.** The Licensee acknowledges that the Licensor may desire or be required to make certain renovations and/or to perform certain maintenance at the Licensed Premises during the term of the Agreement. The Licensee shall, upon notice from the Licensor, permit the Licensor to enter the Licensed Premises and to perform the desired and/or required renovations or maintenance. Nothing in this paragraph shall obligate the Licensor to make any renovations or perform any maintenance.

**12. Alteration of Licensed Premises.** The Licensee shall not physically alter the Licensed Premises without the Licensor's prior written consent.

**13. Required Insurance.** Prior to taking possession of the Licensed Premises, the Licensee shall provide the Licensor with proof that the Licensee has obtained comprehensive general liability insurance coverage naming the BOROUGH OF KEYPORT as an additional insured and having limits of liability of at least \$2,000,000 combined aggregate for bodily injuries and for property damage. In addition, the Licensee shall provide the Licensor with proof that the Licensee has in effect Worker's Compensation coverage for all its employees at the Licensed Premises as required by law and The Licensee shall provide Worker's Compensation coverage for the Licensee's contractors when renovations are being performed. The Licensee shall keep the insurance in full force and effect for the entire term of this Agreement. Each of Licensee's insurance policies shall: (1) contain an express waiver of subrogation by the insurance carrier in favor of Licensor, Licensor's agents, employees, and mortgagees; (2) be issued by a nationally recognized and reputable carrier licensed to do business in the State of New Jersey having a Best Rating of not less than A-14 and which is approved by Licensor; (3) contain a provision that the policy shall not be cancelled, terminated or materially changed without thirty (30) days prior to notice to Licensor from the insurance carrier and (4) the Licensee's policy of insurance shall include the "BOROUGH OF KEYPORT" and its subdivisions as an additional named insured with respect to the Licensee's operations. An original or manually countersigned certificates of insurance evidencing that all required coverages are in effect shall be delivered to Licensor ten (10) days prior to the Commencement of the Term of this Agreement, and renewal or replacement policies or certificates shall be delivered to Licensor at least (20) days before each expiration date.

**14. Flood and Hazard Insurance.** The Licensor will provide flood and hazard insurance. The cost of insurance if any shall be pro-rated between the Licensor and the Licensee on a square foot basis. The Licensee shall be responsible for paying its portion of the hazard and flood insurance premiums within fifteen (15) days of the date the invoice for same is mailed to Licensee. The Licensee shall hold the Licensor harmless for any damage sustained by Licensee resulting from flooding and/or any other cause. The Licensor's flood insurance shall only cover the building and not the Licensee's equipment and/or related improvements.

**15. Hazardous Materials.** The Licensee shall not keep or store any hazardous or explosive materials on the Licensed Premises.

**16. Compliance with Laws.** The Licensee shall use and occupy the Licensed Premises in compliance with all applicable municipal and county ordinances, State laws and regulations, and Federal laws and regulations. Licensee must maintain a valid Keyport Mercantile License, if applicable, always.

**17. Indemnification.** The Licensee agrees to hold the Licensor (and the Licensor's agents, servants, and employees) harmless for any and all claims, actions, and judgments for personal injuries and/or property damage arising out of or in any way connected with the Licensee's use or occupancy of the Licensed Premises, and to defend the Licensor (and the Licensor's agents, servants and employees) against any and all such claims and actions. If during the Term of this Agreement, any lien or claim is filed against the Licensed Premises for work, supplies, services or materials provided to or on behalf of the Licensee, the Licensee shall within thirty days of the date of filing of such liens or claim discharge same or else be found in breach of this Agreement.

A. Licensee hereby releases Licensor from liability for loss, damage, injury or claim for contribution (including business and other consequential losses) caused to Licensee, its employees, agents, officers, invitees or visitors by steam, electricity, gas, water, rain, ice or snow or any leak or flow from any part of the Licensed Premises or any equipment therein, or from the condition, design or defect in the Licensed Premises and from any acts or omissions of other occupants of the Licensed Premises and from liability for any damage to or loss of Licensee's property from any and all causes whatsoever.

B. Licensee shall notify Licensor if any event occurs which requires, or which may require indemnification. Licensee shall defend with legal counsel satisfactory to Licensor any claim proceeding, which may be brought against Licensor, its mortgagee or others to whom this Section applies, if any, with respect to the foregoing or in which they may be implicated. Licensee shall pay, satisfy and discharge any judgment, order or decree, which may be recovered against, Licensor, its mortgagee or other to whom this section applies.

**18. Assignment Prohibited.** The Licensee shall not assign any of its rights under this Agreement.

**19. Utilities.** The Licensee shall be responsible for arranging and paying for all utility services to the Licensed Premises during the term of the Agreement, including municipal water and sewer service. The borough will present utility bills to the Licensee in anticipation of timely reimbursement.

**20. Security Deposit.** Upon execution of this Agreement, the Licensee shall deposit with the Licensor the sum of \$1,000.00 to be held by the Licensor as security for the Licensee's obligation to pay all municipal water and sewer charges and other municipal charges accruing during the terms of the Agreement. The security deposit shall not earn interest in favor of the Licensee. The Licensor shall have the right to apply this security deposit to any municipal water and sewer charges and other municipal charges which are past due by 15 days or more. Should the Licensor apply all or part of the security deposit to past due charges, the Licensee shall be notified of the same and shall be required to restore the security deposit to the original amount within fifteen 15 days. If the total of the charges exceeds the amount of the security deposit, the Licensee shall, within 15 days after the date when the notice is mailed be required to restore the security deposit to the original amount plus the amount that the charges exceeded the security deposit. When the Agreement expires the Licensor will release the security deposit to the Licensee upon the Licensee providing proof that the water and sewer use at the Licensed Premises has ceased and any final bills have been paid in full.

**21. Sign Restrictions.** Licensee shall neither place nor allow to be placed any signs, banners, or posters, permanent or temporary, or merchandise of any kind, on or about the exterior of the Licensed Premises or Unit(s), except not more than two (2) signs which are to be of a size, design, and colors approved in advance in writing by the Borough Council and its Mayor, and such shall be installed at Licensee's cost in a manner and at a location specified by the Borough Council. Such signs shall be erected on the East and West sides of the Licensed Premises. Licensee shall maintain its sign in good order and condition and in conformity with applicable governmental laws and requirements. The Borough Council shall be permitted to remove any sign temporarily to perform repair or remodeling work and shall replace same as soon as practicable. Any interior signage design or placed to be viewed, or which can be viewed from outside the Licensed Premises must be placed at least two (2) feet from any window or opening and must also comply with any BOROUGH OF KEYPORT Ordinances and as provided herein. Licensee shall not place freestanding signs anywhere. The Borough Council shall be permitted, in its sole discretion, to permit in writing, such additional signage, as it may deem appropriate on terms and conditions that are uniform to all Licensees.

**22. Remedies upon Breach.** If the Licensee breaches any of the terms or conditions of this Agreement, the Licensor may re-take possession of the Licensed Premises by any lawful means, and upon re-taking possession, re-let the Licensed Premises. The Licensor may also take any other permitted legal action against the Licensee. If the Licensor is required to institute any court proceeding against the Licensee, the Licensee agrees to pay the Licensor's court costs and reasonable attorney's fees. The security provided under this Agreement may be used by the Licensor to remedy any breach by the Licensee of this Agreement.

**23. Quiet Use/Enjoyment.** Licensor covenants that upon Licensee payment of the Licensing Fee, other monies required of Licensee to be paid hereinabove and performing all of Licensee's

other obligations under this Agreement, Licensee shall peacefully and quietly have, hold and enjoy the Licensed Premises throughout the term of this Agreement without interference by the Licensor or anyone claiming through or under Licensor, subject, nevertheless, to the other provisions of this Agreement.

**24. Force Majeure.** The Licensor shall not be in default or liable for failure to perform any of the covenants of this Agreement if same is caused by: Act of God; strike or other labor dispute; governmental regulation, prohibitions, moratoria or controls; inability to obtain materials, labor, service or financing or due to any other cause beyond the control of the Licensor.

**25. Counsel Fees.** Licensee agrees to pay Licensor reasonable attorney's fees and all costs and expenses incurred to recover possession of the Licensed Premises and to enforce any provision of this Agreement and/or recover damage in connection therewith.

**26. Events of Default.** Each of the following shall constitute a "Default" by Licensee under this Agreement:

A. If Licensee fails to pay the License Fee and/or other monies due hereunder or Security Deposit when due, or fails to deliver, as and when required by the Agreement, any instrument of subordination, estoppel certificate, insurance certificate, certificate of occupancy as requested by the Licensor.

B. If Licensee (1) fails to commence and complete Licensee's Work promptly after delivery of possession, or (2) fails to open for business, or (3) vacates or abandons the Licensed Premises, or fails to operate its business in the entire Licensed Premises for the Permitted Use; Licensee's Work shall mean any obligation placed upon Licensee to be performed under this Agreement or as otherwise agreed upon between Licensor and Licensee or as requested by Licensor;

C. If Licensee transfers, assigns, mortgages or encumbers Licensee's interest in this Agreement, or attempts to sublet or grant a right to a third party to use or occupy all or a portion of the Licensed Premises except as expressly permitted herein;

D. If Licensee fails to inform or observe any obligation in this Agreement required of Licensee other than the payment of the License Fee, and such failure continues for twenty (20) days after notice; however, the twenty (20) day period shall be extended if such Default cannot be cured within twenty (20) days, provided Licensee has commenced and diligently continues to cure same;

E. If Licensee makes an assignment for the benefit of creditors, files a petition in bankruptcy, or applies for the appointment of a trustee or receiver;

F. If a bankruptcy petition is filed against Licensee and is not dismissed or vacated within thirty (30) days;

G. If a receiver or trustee or other fiduciary is appointed for Licensee for all or any portion of the assets of either of them, and such receivership or trusteeship is not vacated or dismissed within thirty (30) days; or

H. If a levy under judgment against Licensee on assets at the Licensed Premises is not satisfied or bonded within thirty (30) days.

**27. Licensors Remedies.** In the event of a Default, Licensors shall have the right to terminate this Agreement by giving Licensee ten (10) days' notice and at the expiration of such ten (10) day period, Licensee shall immediately surrender possession of the Licensed Premises, failing which Licensors may recover possession of the Licensed Premises, failing which Licensors may recover possession pursuant to the laws of the State of New Jersey. Prior to giving Licensee notice of termination as herein provided, Licensors shall notify Licensee of a Default and Licensee shall have 30 days to cure nonmonetary defaults and ten (10) days to cure monetary defaults provided the Licensee is only permitted to cure one (1) monetary default; any subsequent monetary default may at the Licensors's sole discretion be deemed non-curable and the Licensors may exercise any rights and remedies herein or as available by law.

A. If this Agreement is terminated for Default, or if Licensee vacates the Licensed Premises prior to the expiration of this Agreement, Licensors shall have the right but not the obligation to re-license the Licensed Premises and, if all License Fees reserved under the Agreement (together with costs, legal fees, expenses and damages from Licensee's Default) is not recovered by Licensors, Licensee shall be liable for Licensors's damages, including without limitation, expenses, including without limitation, expenses to return the Licensed Premises in proper condition, including alterations, repairs, and replacements necessary in Licensors's sole discretion.

B. Licensors may recover damages for breach of this Agreement: (1) at the time of re-licensing, or (2) in separate actions when damages are ascertained by successive re-licensing, or (3) in a single proceeding at the expiration of the term of this Agreement. In all events Licensee hereby agrees that the cause of action shall be deemed to have not accrued until the expiration of the term of this Agreement.

C. In the event of a breach or anticipatory breach by Licensee of any of its obligations under this Agreement, Licensors shall be permitted all equitable remedies in addition to those provided herein as if such other remedies were specifically provided for herein.

D. The rights and remedies of Licensors set forth herein shall be in addition to any other right and remedy in law or in equity now or hereinafter available, and all such rights and remedies shall be cumulative. Any action or failure to act by Licensors shall not constitute a waiver of Default and any waiver of Default shall be effective only if in writing and signed by the Licensors. Any failure of Licensors to insist upon the strict performance of any Licensee's obligations under this Agreement or to exercise any right or remedy available upon a breach thereof by Licensee hereunder during the continuances of any such breach shall not constitute a waiver thereof.

**28. Waiver of Jury Trial.** Licensors and Licensee hereby waive trial by jury in any action, proceeding or counterclaim on any matters whatsoever arising out of or in any way connected with this Agreement, except with respect to any claim covered by insurance.

**29. Waiver of Redemption.** If Licensors recovers possession of the Licensed Premises by reason of Licensee's Default, Licensee waives its rights of redemption granted under any present or future laws and Licensee further waives Notice of Default, Notice to Quit and Notice of Licensors's Intention to Re-enter except as otherwise provided in Paragraph A of Section 28.

**30. Vacation and Return of Licensed Premises.** On the expiration or earlier termination of the term of this Agreement, Licensee shall quit and surrender the Licensed Premises broom

clean, in good order and condition. Notwithstanding provisions in this Agreement to the contrary, the Licensor shall have the right to require Licensee to remove any and all alterations and improvements installed by the Licensee and repair any damage caused by such installation or removal. All property not removed by Licensee shall be deemed abandoned and Licensor shall have the right to sell (without necessity of public auction), keep for itself, or dispose of same without accountability to Licensee and charge the cost of sale, removal and disposal to Licensee, together with the cost to repair and restore as aforesaid. This obligation shall survive the expiration of the term of this Agreement and surrender of the Licensed Premises, and acceptance thereof by Licensor.

**31. Notices.** All notices under this Agreement shall be in writing and shall have been properly served only if sent by Certified or Registered Mail, Return Receipt Request, postage prepaid, to the Licensee at the Licensed Premises or at such other address furnished by Licensee and to the Licensor at the address first listed above. Date of service shall be the date the notice is deposited in a facility under the exclusive control of the United States Postal Service. Either party may designate a change of address by serving notice as provided herein.

**32. Titles and Section Numbers.** The titles, article numbers, section numbers and table of contents appearing in this Agreement are inserted for convenience and shall not define or limit the scope or intent of same or any way affect this Agreement.

**33. Licensee Defined, Execution of Agreement by Licensee, Licensor Defined, use of Pronoun.**

A. The word "Licensee" shall mean every person or party named as a Licensee herein, and if there shall be more than one Licensee, any notice required under this Agreement may be given by or to any one of them.

B. If the Licensee is a corporation or limited liability corporation, Licensee must provide within thirty (30) days of the award of this Agreement a Certificate of Good Standing from the New Jersey Secretary of State. In the event the corporation has been in existence for less than one-year proof of filing of the corporation's Certificate of Incorporation will be accepted. For each subsequent year of the Agreement the Licensee must provide the Licensor with a copy of the fully executed annual Report Filing Form and a copy of payment of the fee. The person signing the Agreement for a corporate or limited liability corporation Licensee must also sign in his corporate capacity and personal capacity and personally guarantee the Agreement. If the Licensee is a corporation or limited liability corporation, prior to executing this Agreement, the Licensee must provide a Resolution to the Licensor authorizing the person signing the Agreement on behalf of the Corporation the power and authority to do so.

C. If the Licensee is a partnership, limited partnership or limited liability partnership, Licensee must provide within thirty (30) days of the award of this Agreement a Certificate of Good Standing from the State of New Jersey. In the event the limited partnership has been in existence for less than one-year proof of filing of the partnership's Certificate of Limited Partnership will be accepted. For each subsequent year of the Agreement the Licensee must provide the Licensor with a copy of the fully executed annual Report Filing Form and a copy of payment of the fee.

If the Licensee is a partnership or limited partnership, Licensee must provide a current copy of all members, including home and business addresses, of the partnership or limited

partnership within ten (10) days of the award of this Agreement. All partners regardless of involvement in the business venture, including limited partners, must sign the Agreement in their personal capacity and personally guarantee the Agreement.

D. When the term "Licensor" is used herein, it shall mean and include only the BOROUGH OF KEYPORT.

E. The use of the neuter singular pronoun to refer to Licensor or Licensee may be in an individual, a corporation, or group of individuals or corporations. Whenever used in this Agreement the singular includes the plural and the plural includes the singular.

**34. Partial Invalidity.** If any provision of this Agreement shall be invalid, unenforceable or inapplicable with respect to any party, the remainder of this Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and be endorsed to the fullest extent permitted by Law.

**35. Survival of Obligations.** Licensee's obligation to comply with any environmental laws, rules and regulations and to reimburse Licensor for costs to perform any obligations that Licensee has failed to perform shall survive the expiration or earlier termination of this Agreement.

**36. Violation of Local Ordinances.** Nothing contained in this Agreement shall be deemed to limit or restrict the Licensor's ability to impose fines upon the Licensee for violations of municipal ordinances in addition such rights it must enforce the terms of this Agreement.

**37. Relationship of Parties.** Nothing herein contained shall be deemed or construed by the Parties hereto, nor by any third party, as constituting the Licensor as a partner of Licensee in the conduct of Licensee's business or as creating the relationship of principal and agent or joint ventures between the Parties hereon, it being the intention of the Parties hereto that the relationship between them is and shall at all times be and remain that of Licensor and Licensee only.

**38. Performance Guarantee.** The Licensee shall be required to post a performance guarantee to guarantee the performance of all the Licensee's obligations under this Agreement. Upon execution of this Agreement, the performance guarantee shall be deposited with the Licensor, in cash, in the amount of \$1,000. The security deposit shall not earn interest in favor of the Licensee. The security deposit will be held as security for performance of Licensee's obligations under this Agreement, including without limitation, surrender of possession of the premises to Licensor as provided herein. If Licensor applies any or part of the security deposit to cure default by Licensee, Licensee must on demand restore the security deposit to its original amount.

When the Agreement expires, the Licensor shall inspect the Licensed Premises, and within 45 days after the expiration of the Agreement, the Licensor shall mail to the Licensee a written notice specifying all damage to the Licensed Premises and the cost of repairing or correcting the damage, all unpaid water and sewer charges, and all other charges incurred because of the Licensee's failure (if any) to perform the Licensee's obligations under this Agreement. If the total of the charges exceeds the amount of the security deposit, the Licensee shall, within 15 days after the date when the notice is mailed, pay the amount of the excess to the Licensor. If the total of

the charge is less than the amount of the security deposit, the Licensor shall include with the notice a check, payable to the Licensee, for the difference.

**39. Keys.** Where indicated, the Licensee hereby acknowledges receipt of the keys from the Licensor for the Licensed Premises. The Licensee agrees that should the existing locks be re-keyed or replaced or should additional locks be installed that the Keyport Borough Administrator will be provided with one (1) copy of each current key to the Licensed Premises within twenty-four (24) hours of any change. The Licensee also agrees to deliver all keys to the demised premises to the Borough Administrator within five (5) business days of the termination of the license. The Licensor agrees that any keys(s) it possess will only be used in the case of an emergency at the Licensed Premises affecting the health, safety and welfare of the public, the Licensees or occupants of the Licensed Premises. The Licensor also reserves the right to use said key(s) in accordance with the provisions of this Agreement for the Licensed Premises, as directed or agreed upon by the Licensee, as otherwise available by law or upon reasonable notice to the Licensee.

**40. Governing Law, Forum Selection.** The parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the jurisdiction of the of New Jersey, Monmouth County, in any such suit, action or proceeding and to the laying of venue in such Court. Each party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said Court and irrevocably waives any claim that any such suit, action or proceeding brought in said Court has been brought in any inconvenient forum.

**41. EMERGENCY.** The Licensee agrees that in the event of a state of emergency declared by the Governor of the State or other appropriate official including the Keyport Director of Emergency Management that they will cooperate with securing and/or moving the License Premises and taking the steps necessary to avoid risks to the Licensed Premises, and other property and life. No claim for damages shall be asserted by the Licensee for loss of use of the Licensed Premises in the event of a declared emergency.

**42. Entire Agreement.** This Agreement constitutes that entire agreement of the parties. This Agreement may not be altered, amended, or changed in any way except by a separate writing signed by the Licensor and the Licensee.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ATTEST:  
(LICENSOR)

**BOROUGH OF KEYPORT**

\_\_\_\_\_  
Michele Clark  
Borough Clerk

\_\_\_\_\_  
Collette J. Kennedy,  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**A CANOE TO YOU, LLC**

\_\_\_\_\_  
Daniel Carroll

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Witness)

STATE OF NEW JERSEY COUNTY  
SS:  
OF \_\_\_\_\_

I certify that on \_\_\_\_\_, 2021, \_\_\_\_\_ personally came before me and this person acknowledged under oath, to my satisfaction that (a) this person is \_\_\_\_\_; (b) this person is the attesting witness to the signing of this document by the proper person(s); (c) this document was signed and delivered by \_\_\_\_\_, as his voluntary act duly; (d) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
NOTARY PUBLIC

## RESOLUTION #\_\_\_-21

**AUTHORIZING EXECUTION OF LICENSE AGREEMENT  
WITH NEW LOGIC MARINE SCIENCE CAMP FOR USE  
OF CEDAR STREET PARK FOR SCIENCE CAMP**

**WHEREAS**, the Borough of Keyport, County of Monmouth (the "**Borough**") is a public body corporate and politic of the State of New Jersey; and

**WHEREAS**, New Logic Marine Science ("**New Logic**") is seeking to hold a science camp from August 2, 2021 to August 6, 2021 from 9:00 a.m. to 2:00 p.m. at Cedar Street Park; and

**WHEREAS**, the Borough and New Logic have negotiated a license agreement (the "**Agreement**"), on file with the Office of the Borough Clerk, whereby New Logic will be allowed to hold its science camp on the dates and times requested; and

**WHEREAS**, New Logic has agreed to manage its vendors to comply with all social distancing requirements as mandated during the COVID-19 virus state of emergency and public health emergency pursuant to the State of New Jersey regulations, executive orders, or laws.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the Council of the Borough of Keyport as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Borough authorizes the execution of the Agreement on file with the Office of the Borough Clerk.
3. The Mayor or Business Administrator be and is hereby authorized and directed to execute the Agreement on file with the Office of the Borough Clerk for New Logic to hold a science camp from August 2, 2021 to August 6, 2021 from 9:00 a.m. to 2:00 p.m. at Cedar Street Park.
4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
5. A copy of this Resolution shall be available for public inspection at the offices of the Borough Clerk.
6. This Resolution shall take effect as provided by law and consistent with State of New Jersey regulations, executive orders, or laws related to the COVID-19 virus state of emergency and public health emergency.

**OFFERED:**  
**SECONDED:**  
**AYES:**  
**NAYS:**  
**ABSENT:**

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at a Regular Council Meeting held on May 4, 2021.

---

Michele Clark, RMC  
Borough Clerk

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** dated \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021.

### **BY AND BETWEEN**

**THE BOROUGH OF KEYPORT**, a municipal corporation of the State of New Jersey, with principal offices located at 70 West Front Street, Keyport, New Jersey 07735 (hereinafter referred to as "**LICENSOR**");

### **AND**

**NEW LOGIC MARINE SCIENCE CAMP**, an educational science camp with a mailing address of 105 Ortleby Avenue, Lavalette, New Jersey 08735, County of Monmouth and the State of New Jersey (hereinafter referred to as "**LICENSEE**").

**WITNESSETH**, that the Borough of Keyport hereby licenses to the Licensee and the Licensee accepts the terms of this License Agreement (hereinafter referred to as this "**AGREEMENT**") governing the access and use of a designated portion of Cedar Street Park located on Cedar Street to the North of Pine Street, as identified on Exhibit "**A**" annexed hereto (hereinafter the "**CEDAR STREET PARK**" or the "**LICENSED PREMISES**") in the Borough of Keyport for the purpose of permitting Licensee to hold a science camp from August 2, 2021 through August 6, 2021 during the hours of 9:00 a.m. to 2:00 p.m. (hereinafter the "**PERMITTED USE**"). The said Cedar Street Park shall be used for the Permitted Use and for no other purpose whatsoever. This Agreement is a limited license. If the Licensee has any concerns as to what constitutes an acceptable activity, the Licensee shall notify the Licensor of the proposed activity.

### **Section 1: Term**

The term of this Agreement shall be for a period of three (3) months commencing on the Licensor's adoption of a resolution authorizing execution of this Agreement. The Licensee agrees that the Licensor shall have the right to reschedule the Permitted Use for a different day, in the event that the Borough requires the use of the Licensed Premises during the term of this Agreement which conflicts with the Permitted Use. In the event that the Permitted Use needs to be rescheduled due to weather or any other unseen circumstance, the Licensor and Licensee (collectively the "**PARTIES**") agree to reschedule the Permitted Use on a new date and time during the Term of this Agreement. The Parties also agree that Sections 6, 7, and 9 of this Agreement governing insurance and indemnification shall remain a binding and valid obligations after the end of the Term of this Agreement.

## **Section 2: License Fees**

Licensee shall pay to the Borough of Keyport the sum of \$500 (the "**LICENSE FEE**") for the Term of the Agreement which shall be paid to the Borough no later than forty-eight (48) hours prior to first Permitted Use.

## **Section 3: Assignment**

The Licensee shall not assign its rights under this Agreement or the license for use of Cedar Street Park or any portion thereof to any other parties, except to the extent that it shall allow vendors to participate in the Permitted Use and utilize portions of the Licensed Premises.

## **Section 4: Condition of the Premises**

The Licensee represents that it has examined the designated area in Cedar Street Parks and accepts the same in its present condition (except as otherwise expressly provided herein) and without any representations on the part of the Borough, or its agents as to the present or future condition of the said premises. Upon the completion of the Permitted Use, the Licensee shall quit and surrender the premises in as good condition as found prior to the Permitted Use and shall not make any alterations, additions or improvements to the Licensed Premises.

The Licensee agrees that it and the attendees participating in the Permitted Use shall dispose of their own garbage, rubbish and waste.

The Licensee shall keep the License Premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material, and other objectionable matter. The Licensee shall also comply with all Federal, State, County, and local rules and regulations now existing or hereafter adopted with regard to the operation and appearance of the Licensed Premises herein.

## **Section 5: Security Deposit**

Licensee shall submit with the License Fee a separate check in the amount of \$500 payable to "the Borough of Keyport" (the "**SECURITY DEPOSIT**"). In the event that the condition of the Licensed Premises at the end of the Permitted Use is left in a condition equal to the condition prior to the Permitted Use. The Licensor shall return the Security Deposit to Licensee no later than seven (7) days from the date of the last Permitted Use during the term of this Agreement.

## **Section 6: Claims against the Licensor**

Under no circumstances or condition shall any claim whatsoever be made by the Licensee against the Borough for damages of any kind or description. More specifically, but not by way of limitation, the Licensor and/or its agents shall not be liable for any

personal injury, property damage, or loss of business or profits during or as a result of the Permitted Use that may occur to any invitees to the Permitted Use. The Licensee is liable for any loss, injury or damages to any person or property caused by the action, inaction, or neglect of the Licensee or arising out of the Permitted Use.

### **Section 7: Indemnification**

The Licensee agrees to and shall release, defend, indemnify and hold harmless the Borough of Keyport (and its agents) from and against any and all payments, losses, damages, expenses, costs, liabilities and attorney fees for any and all claims and liability or losses or damage to property or injuries to persons, occasioned wholly, or in part, by or resulting from any acts or omissions by the Licensee or the Licensee's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; and cause or reason whatsoever (including claims from third parties) arising out of or by reason of the use of the Licensed Premises by the Licensee in connection with the Permitted Use under this Agreement.

### **Section 8: Compliance with All Laws**

The Licensee agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal Authorities applicable to the Permitted Use and the conduct by the Licensee in and on the Licensed Premises. This provision of the Agreement shall include, but shall not be limited to, any and all requirements issued by the State of New Jersey governing social distancing or other regulations, executive orders, or laws related to the COVID-19 virus State of Emergency and Public Health Emergency.

Licensee agrees to monitor and manage all invitee vendors during the Permitted Use to ensure that they are maintaining and complying with all requirements as set forth in the State of New Jersey regulations, executive orders, or laws related to the COVID-19 virus State of Emergency and Public Health Emergency.

### **Section 9: Insurance**

The Licensee shall be responsible for carrying general liability and personal injury insurance in the amounts of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) for aggregate general liability and personal injuries; and five hundred thousand (\$500,000.00) for property damage, insuring the Licensee, and specifically naming and including the Borough (its agents, representatives, and employees) and the State of New Jersey, Green Acres as named/additional insured. Licensee shall submit with the License Fee a Certificate of Insurance showing the required additional parties named as additional insured.

Notwithstanding the provisions of the preceding paragraph, the Licensee further agrees to release, defend, indemnify and save harmless the Borough of Keyport and the State of New Jersey (and its agents, representatives and employees) from and against any

and all loss, injury, damages, and any and all claims, demands actions, judgment cost, and expenses (including attorney's fees) of every nature which may arise or may result from or by reason of any injury to persons or property sustained upon the Licensed Premises during or caused by the Permitted Use.

#### **Section 10: Termination**

This Agreement may be terminated by either party in the event of a breach of any of the terms and conditions contained herein.

#### **Section 11: Entire Agreement**

This Agreement represents the entire agreement between the Parties hereto and there are no collateral oral agreements or understandings. All additions, variations or modifications to this Agreement shall be made in writing and signed by the Parties.

#### **Section 12: Green Acres**

Both the Licenser and Licensee recognize and agree that the within property is currently listed on the inventory of Green Acres. As such, the provisions set forth in *N.J.A.C. 7:36-25.10* and *N.J.A.C. 7:36-25.11* shall be made applicable to the terms of this Agreement. The Parties agree to fully cooperate with respect to the Green Acres Program. The Parties further agree that the purpose of this Agreement is to promote recreational activities for the general public consistent with the objectives of the Green Acres Program. In addition, Licensee agrees that it will not exclude any members of the public from participating in the Permitted Use and shall not deny access to the Licensed Premises to members of the public except as reasonably necessary to hold the Permitted Use.

#### **Section 13: Governing Law**

This Agreement shall be governed in accordance with the laws of the State of New Jersey.

#### **Section 14: Venue**

Any dispute arising hereunder shall be filed by the Parties with the Superior Court of New Jersey, Monmouth County, New Jersey. The Parties waive all rights to a jury trial.

#### **Section 15: Entire Agreement**

This Agreement, including any attachments and exhibits hereto, constitutes the entire agreement by the Parties hereto.

### **Section 16: Severability**

If a provision of this Agreement is held invalid by a Court of competent jurisdiction, the remaining provisions of this Agreement shall nonetheless remain enforceable in accordance with their terms.

### **Section 17: No Waiver**

The failure of either party to insist upon strict compliance shall not constitute a waiver, amendment or modification of any term or provision under this Agreement.

### **Section 18: Binding Agreement**

The parties recognize and agree that the covenants and promises herein contained are binding and enforceable against the Parties herein and their respective heirs, successors and assigns.

### **Section 19: Counterparts**

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

### **Section 20: Headings**

Any headings preceding the text of any of the paragraphs or subparagraphs of this Agreement are inserted solely for convenience of reference, shall not constitute a part of this Agreement and, therefore, shall not affect its interpretation.

### **Section 21: Authority to Sign:**

The undersigned warrants and represents that he/she is authorized and empowered to enter this Agreement for the purposes herein contained, with the lawful authority to do so.

**IN WITNESS WHEREOF**, the Borough of Keyport has caused this document to be signed by its Mayor, attested by its Borough Clerk, and its corporate seal to be hereunto affixed and the Licensee, hereunto sets his/her hand and seal the day and year above written.

ATTEST:

BOROUGH OF KEYPORT

\_\_\_\_\_  
Michele Clark  
Borough Clerk

By: \_\_\_\_\_  
Collette J. Kennedy  
Mayor, Borough of Keyport

Date:

ATTEST:

NEW LOGIC MARINE SCIENCE CAMP

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Sherri Paris

Date:

# Exhibit “A”





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/8/2021

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

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

PRODUCER  
THE BOGLE AGENCY, INC.  
200 STUYVESANT AVE  
P.O. BOX 236  
LYNDHURST, NJ 07071-1705  
(201) 939-1076

CONTACT  
NAME:PHONE  
(A/C, No, Ext): (201) 939-1076FAX  
(A/C, No):E-MAIL  
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: United States Fire Insurance

21113

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND  
ITS PARTICIPATING MEMBERS:

New Logic, LLC  
PO BOX 634  
Lavallette, NJ 08735

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: USP334337

REVISION NUMBER:

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

| TERMS, EXCLUSIONS AND CONDITIONS OF COVERAGE, LIMITS, ENDORSEMENTS, RATES |                                     |                                   |                                           |              |          |                   |                         |                         |                                     |                |
|---------------------------------------------------------------------------|-------------------------------------|-----------------------------------|-------------------------------------------|--------------|----------|-------------------|-------------------------|-------------------------|-------------------------------------|----------------|
| INSR LTR                                                                  | TYPE OF INSURANCE                   |                                   |                                           | ADDL INSR    | SUBR WVD | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                              |                |
| A                                                                         | GENERAL LIABILITY                   |                                   |                                           | X            |          | SRPGAPML-101-0720 | 05/06/2021<br>12:01 AM  | 05/06/2022<br>12:01 AM  | GENERAL AGGREGATE                   | \$2,000,000.00 |
|                                                                           | <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY      |                                           |              |          |                   |                         |                         | PRODUCTS - COMP/OP AGG              | \$2,000,000.00 |
|                                                                           | <input type="checkbox"/>            | CLAIMS-MADE                       | <input checked="" type="checkbox"/> OCCUR |              |          |                   |                         |                         | PERSONAL & ADV INJURY               | \$1,000,000.00 |
|                                                                           | <input type="checkbox"/>            |                                   |                                           |              |          |                   |                         |                         | EACH OCCURRENCE                     | \$1,000,000.00 |
|                                                                           |                                     |                                   |                                           |              |          |                   |                         |                         | FIRE DAMAGE (Any one fire)          | \$300,000.00   |
|                                                                           |                                     |                                   |                                           |              |          |                   |                         |                         | MED EXP (Any one person)            | \$0.00         |
|                                                                           |                                     |                                   |                                           |              |          |                   |                         |                         |                                     |                |
| GEN'L AGGREGATE LIMIT APPLIES PER:                                        |                                     |                                   |                                           |              |          |                   |                         |                         |                                     |                |
| <input checked="" type="checkbox"/>                                       | POLICY                              | <input type="checkbox"/> PRO-JECT | <input type="checkbox"/> LOC              |              |          |                   |                         |                         |                                     |                |
|                                                                           | AUTOMOBILE LIABILITY                |                                   |                                           |              |          |                   |                         |                         | COMBINED SINGLE LIMIT (Ea accident) | \$             |
|                                                                           | <input type="checkbox"/>            | ANY AUTO                          |                                           |              |          |                   |                         |                         | BODILY INJURY (Per person)          | \$             |
|                                                                           | <input type="checkbox"/>            | ALL OWNED AUTOS                   | <input type="checkbox"/> SCHEDULED AUTOS  |              |          |                   |                         |                         | BODILY INJURY (Per accident)        | \$             |
|                                                                           | <input type="checkbox"/>            | HIRED AUTO                        | <input type="checkbox"/> NON-OWNED AUTOS  |              |          |                   |                         |                         | PROPERTY DAMAGE (Per accident)      | \$             |
|                                                                           | <input type="checkbox"/>            |                                   |                                           |              |          |                   |                         |                         |                                     |                |
|                                                                           | <input type="checkbox"/>            | UMBRELLA LIAB                     | <input type="checkbox"/>                  | OCCUR        |          |                   |                         |                         | EACH OCCURRENCE                     | \$             |
|                                                                           | <input type="checkbox"/>            | EXCESS LIAB                       | <input type="checkbox"/>                  | CLAIMS-MADE  |          |                   |                         |                         | AGGREGATE                           | \$             |
|                                                                           | <input type="checkbox"/>            | DED                               | <input type="checkbox"/>                  | RETENTION \$ |          |                   |                         |                         |                                     |                |
|                                                                           |                                     |                                   |                                           |              |          |                   |                         |                         | EACH OCCURRENCE                     | \$0.00         |
|                                                                           |                                     |                                   |                                           |              |          |                   |                         |                         | GENERAL AGGREGATE                   | \$0.00         |
|                                                                           |                                     |                                   |                                           |              |          |                   |                         |                         | EACH OCCURRENCE                     | \$             |
|                                                                           |                                     |                                   |                                           |              |          |                   |                         |                         | GENERAL AGGREGATE                   | \$             |

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

Camp Activities

The Certificate Holder is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.  
Dates: August 2nd-6th, 2021.

## CERTIFICATE HOLDER

Borough of Keyport  
70 West Front Street  
Keyport, NJ 07735

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

The Bogle Agency, Inc.

RECEIVED  
JAN 29 2021



BY: .....

Borough of Keyport  
70 West Front Street  
Keyport NJ 07735

Clerks Office: 732-739-5124  
Fax Number: 732-739-8738  
vheileweil@keyportonline.com

**APPLICATION & PERMIT FOR  
USE OF BOROUGH PROPERTY**

Date Received 1/26/21 Date of Response 1/26/21  
Property requested Cedar Creek Park  
Organization Name/Purpose New Logic Marine Science Camp  
Name Sherri Paris  
Address [REDACTED]  
Telephone Number: [REDACTED] Fax Number [REDACTED]  
Email Address: newlogic.edu@gmail.com

Type of Event Marine Science Education Day Camp for children K-8<sup>th</sup>  
Date of Event August 2-6, 2021 Time of Event 9am-2pm  
No of People Attending 10 children Monday-Friday

**Fee Schedule**

| Borough Property               | Minimum<br>3 Hours | Additional<br>Per Hour |
|--------------------------------|--------------------|------------------------|
| Senior Center                  | \$23.00            | \$5.75                 |
| Borough Hall Council Room      | \$23.00            | \$5.75                 |
| OTHER                          |                    |                        |
| Waterfront Pavilion/Promenade  | \$100.00           |                        |
| Pictures at Pavilion/Promenade | \$100.00           |                        |
| Beach Park                     | \$100.00           |                        |

Mail Check or Money Order Payable to:  
Borough of Keyport, 70 West Front St., Keyport, NJ 07735

**RESOLUTION \_\_-21****SUPPORT OF LAW ENFORCEMENT APPRECIATION MONTH**

**WHEREAS**, law enforcement and correctional police officers in this State and throughout the nation are routinely called upon to serve and protect their fellow citizens; and

**WHEREAS**, law enforcement officers protect the community by responding to horrendous events and acting heroically to save the lives of others; and

**WHEREAS**, correctional police officers provide public safety and security through the custody and management of those individuals incarcerated within the criminal justice system; and

**WHEREAS**, it is increasingly dangerous to perform these jobs in a world where law enforcement and correctional police officers are targeted for the uniforms they wear and the duties they perform in service to their community; and

**WHEREAS**, law enforcement and correctional police officers in this State and throughout the nation serve with valor, dignity, and integrity; and

**WHEREAS**, as of October 2020, 235 law enforcement officers died in the line of duty in the United States in less than one year, including nine officers in New Jersey; and

**WHEREAS**, as COVID-19 continues to spread around the country, the first responders on the front lines are increasingly vulnerable to contracting the virus and at least eight correctional police officers have died resulting from this pandemic; and

**WHEREAS**, these officer's deaths are a sober reminder that our nation's law enforcement and correctional police officers face danger every day they carry out their sworn duty to protect the citizens of this country; and

**WHEREAS**, countless other law enforcement and correctional police officers are injured and disabled each year while performing their duties; and

**WHEREAS**, these burdens are carried not only by law enforcement and correctional police officers, but also by their families who make personal sacrifices in order for these officers to carry out their duties; and

**WHEREAS**, in light of recent negativity directed toward law enforcement nationally, there is a need to show law enforcement and correctional police officers that our citizens recognize the difficult career these officers have chosen; and

**WHEREAS**, these men and women, by their distinctive service and dedicated efforts as law enforcement and correctional police officers, have earned our highest respect and deepest gratitude;

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Keyport, County of Monmouth, State of New Jersey that we support the adoption a Joint Assembly Resolution (197) designating the month of May of each year as "Law Enforcement and Correctional Police Officer Appreciation Month in the State of New Jersey to encourage the citizens of this State to join in the observance of this month and provide appreciation for the law enforcement and correctional police officers who serve and protect them.

OFFERED:

SECONDED:

AYES:

NAYS:

ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of a resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Meeting of May 4, 2021.

---

Michele Clark, RMC  
Borough Clerk

# ASSEMBLY JOINT RESOLUTION

No. 197

## STATE OF NEW JERSEY

### 219th LEGISLATURE

INTRODUCED DECEMBER 10, 2020

**Sponsored by:**

Assemblyman GERARD SCHARFENBERGER

District 13 (Monmouth)

Assemblyman BRIAN BERGEN

District 25 (Morris and Somerset)

**SYNOPSIS**

Designates month of May of each year as "Law Enforcement and Correctional Police Officer Appreciation Month" in New Jersey.

**CURRENT VERSION OF TEXT**

As introduced.



(Sponsorship Updated As Of: 1/13/2021)

1   **A JOINT RESOLUTION** designating the month of May of each year  
2       as "Law Enforcement and Correctional Police Officer  
3       Appreciation Month" in New Jersey.  
4  
5   **WHEREAS**, Law enforcement and correctional police officers in this  
6       State and throughout the nation are routinely called upon to serve  
7       and protect their fellow citizens; and  
8   **WHEREAS**, Law enforcement officers protect the community by  
9       responding to horrendous events and acting heroically to save the  
10      lives of others; and  
11   **WHEREAS**, Correctional police officers provide public safety and  
12      security through the custody and management of those individuals  
13      incarcerated within the criminal justice system; and  
14   **WHEREAS**, It is increasingly dangerous to perform these jobs in a  
15      world where law enforcement and correctional police officers are  
16      targeted for the uniforms they wear and the duties they perform in  
17      service to their community; and  
18   **WHEREAS**, Law enforcement and correctional police officers in this  
19      State and throughout the nation serve with valor, dignity, and  
20      integrity; and  
21   **WHEREAS**, As of October 2020, 235 law enforcement officers died in  
22      the line of duty in the United States in less than one year, including  
23      nine officers in New Jersey; and  
24   **WHEREAS**, As COVID-19 continues to spread around the country, the  
25      first responders on the front lines are increasingly vulnerable to  
26      contracting the virus and at least eight correctional police officers  
27      have died resulting from this pandemic; and  
28   **WHEREAS**, These officer's deaths are a sober reminder that our  
29      nation's law enforcement and correctional police officers face  
30      danger every day they carry out their sworn duty to protect the  
31      citizens of this country; and  
32   **WHEREAS**, Countless other law enforcement and correctional police  
33      officers are injured and disabled each year while performing their  
34      duties; and  
35   **WHEREAS**, These burdens are carried not only by law enforcement and  
36      correctional police officers, but also by their families who make  
37      personal sacrifices in order for these officers to carry out their  
38      duties; and  
39   **WHEREAS**, In light of recent negativity directed toward law  
40      enforcement nationally, there is a need to show law enforcement  
41      and correctional police officers that our citizens recognize the  
42      difficult career these officers have chosen; and  
43   **WHEREAS**, These men and women, by their distinctive service and  
44      dedicated efforts as law enforcement and correctional police  
45      officers, have earned our highest respect and deepest gratitude;  
46      now, therefore,

1       **BE IT RESOLVED** by the Senate and General Assembly of the  
2       *State of New Jersey:*

3

4       1. The month of May of each year is designated "Law  
5       Enforcement and Correctional Police Officer Appreciation Month"  
6       in New Jersey to encourage the citizens of this State to join in the  
7       observance of this month and provide appreciation for the law  
8       enforcement and correctional police officers who serve and protect  
9       them.

10

11       2. The Governor respectfully is requested to issue a  
12       proclamation recognizing May as "Law Enforcement and  
13       Correctional Police Officer Appreciation Month" and calling upon  
14       public officials and the residents of New Jersey to observe the  
15       month with appropriate activities and programs.

16

17       3. This joint resolution shall take effect immediately.

18

19

20

STATEMENT

21

22       This joint resolution designates the month of May of each year as  
23       "Law Enforcement and Correctional Police Officer Appreciation  
24       Month" and calls upon public officials and the residents of New  
25       Jersey to observe the month with appropriate activities and  
26       programs.

27       In light of recent negativity directed toward law enforcement  
28       nationally, this joint resolution appropriately honors law  
29       enforcement and correctional police officers.

30       It is the Sponsor's intent to ensure that the citizens of New Jersey  
31       recognize the difficult career these officers have chosen and that  
32       these officers deserve our highest respect and deepest gratitude.

ORDINANCE #3-21

**ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS  
AND TO ESTABLISH A CAP BANK  
(N.J.S.A. 40A: 4-45.14)**

**WHEREAS**, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 1.0% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

**WHEREAS**, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

**WHEREAS**, the Borough Council of the Borough of Keyport in the County of Monmouth finds it advisable and necessary to increase its CY 2021 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

**WHEREAS**, the Borough Council hereby determines that a 2.5 % increase in the budget for said year, amounting to \$199,970.45 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

**WHEREAS**, the Borough Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

**NOW THEREFORE BE IT ORDAINED**, by the Borough Council of the Borough of Keyport, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2021 budget year, the final appropriations of the Borough of Keyport shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$279,958.63, and that the CY 2021 municipal budget for the Borough of Keyport be approved and adopted in accordance with this ordinance; and,

**BE IT FURTHER ORDAINED**, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

INTRODUCTION: April 6, 2021

PUBLIC HEARING: May 4, 2021

ADOPTION:

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Michele Clark, RMC  
Borough Clerk

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Collette J. Kennedy, Mayor  
Borough of Keyport

**ORDINANCE #4-21**

**AMENDING CHAPTER 7A OF THE BOROUGH CODE  
ENTITLED "TRAFFIC SCHEDULES" AT SCHEDULE XI  
(STOP INTERSECTIONS) TO DESIGNATE THE  
INTERSECTION OF BEERS STREET AND CLARK STREET  
WITHIN THE BOROUGH OF KEYPORT AS A STOP  
INTERSECTION**

**WHEREAS**, the Borough of Keyport (the "**Borough**") is a public body corporate and politic of the State of New Jersey; and

**WHEREAS**, pursuant *N.J.S.A. 39:4-140*, the Mayor and Council of the Borough of Keyport (the "**Borough Council**") have the power to adopt ordinances concerning traffic and stop intersections within the Borough; and

**WHEREAS**, the Mayor and Borough Council hereby desire to amend Chapter 7A, "Traffic Schedules" of the Borough Code at Schedule XI as follows:

**SCHEDULE XI – STOP INTERSECTIONS:**

The following intersection is added to SCHEDULE XI:

|                     |                               |
|---------------------|-------------------------------|
| <u>Stop Sign On</u> | <u>At Intersection Of</u>     |
| Beers Street        | Beers Street and Clark Street |

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Keyport as follows:

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

**Section 2.** Chapter 7A entitled "Traffic Schedules" of the Borough Code shall be amended as set forth above.

**Section 3.** All ordinances or parts thereof inconsistent with the provisions of this ordinance are hereby repealed.

**Section 4.** Each section, subsection, sentence, clause and phrase of this ordinance is declared to be an independent section, subsection, sentence, clause and phrase and the finding or holding of any such portion of this ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this ordinance.

**Section 5.** The Borough Clerk is hereby directed, upon adoption of the ordinance after public hearing thereon, to publish notice of the passage thereof.

**Section 6.** This ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Introduced: April 6, 2021  
Public Hearing: May 4, 2021  
Adopted:

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Michele Clark, RMC  
Borough Clerk  
Borough of Keyport

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Collette J. Kennedy, Mayor  
Borough of Keyport

## ORDINANCE #5-21

**AMENDING CHAPTER 7A OF THE BOROUGH CODE  
ENTITLED "TRAFFIC SCHEDULES" AT SCHEDULE XIII  
(LOADING ZONES) TO ESTABLISH A LOADING ZONE ON  
WEST FRONT STREET WITHIN THE BOROUGH OF  
KEYPORT**

**WHEREAS**, the Borough of Keyport (the "**Borough**") is a public body corporate and politic of the State of New Jersey; and

**WHEREAS**, the Mayor and Borough Council hereby desire to amend Chapter 7A, "Traffic Schedules" of the Borough Code at Schedule XIII as follows:

**SCHEDULE XIII – LOADING ZONES.**

The following LOADING ZONE is added to SCHEDULE XIII:

| <u>Name of Street</u> | <u>Time</u>                         | <u>Side</u> | <u>Location</u>                                                                                                                                                    |
|-----------------------|-------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| West Front Street     | Wednesday<br>6:00 a.m. to 9:00 a.m. | North       | Beginning at a point 185 feet westerly of the intersection of the curbline of Broad Street and West Front Street and extending to a point 50 feet westerly thereof |

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Keyport as follows:

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

**Section 2.** Chapter 7A entitled "Traffic Schedules" of the Borough Code shall be amended as set forth above.

**Section 3.** All ordinances or parts thereof inconsistent with the provisions of this ordinance are hereby repealed.

**Section 4.** Each section, subsection, sentence, clause and phrase of this ordinance is declared to be an independent section, subsection, sentence, clause and phrase and the finding or holding of any such portion of this ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this ordinance.

**Section 5.** The Borough Clerk is hereby directed, upon adoption of the ordinance after public hearing thereon, to publish notice of the passage thereof and forward a certified copy of the adopted ordinance to the Monmouth County Engineer.

**Section 6.** This ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Introduced: April 20, 2021

Public Hearing: May 4, 2021

Adopted:

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Michele Clark, RMC  
Borough Clerk  
Borough of Keyport

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Collette J. Kennedy, Mayor  
Borough of Keyport

## RESOLUTION #\_\_\_-21

**BOROUGH OF KEYPORT, COUNTY OF MONMOUTH  
RESOLUTION TO READ 2021 MUNICIPAL BUDGET  
BY TITLE**

**WHEREAS**, N.J.S.A. 40A:4-8 as amended provides that the Budget shall be read in full at the public hearing, or that it may be read by its title only if:

1. At least one week prior to the date of the hearing and at the hearing a complete copy of the approved Budget:

- a.) shall be made available for public inspection, and
- b.) shall be made available to each person upon request.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Keyport that it is hereby declared that the condition of N.J.S.A. 40A:4-8, as amended set forth in subsections 1(a) and 1(b) have been met and therefore the Budget for 2021 shall be read by title only.

OFFERED:

SECONDED:

AYES:

NAYS:

ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of May 4, 2021.

---

Michele Clark, RMC  
Borough Clerk

## RESOLUTION # \_\_\_\_-21

**SELF-EXAMINATION OF BUDGET**  
[as required by DCA]

WHEREAS, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

WHEREAS, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

WHEREAS, pursuant to N.J.A.C. 5:30-7.2 through 7.5, the *Borough of Keyport* has been declared eligible to participate in the program by the Division of Local Government Services, and the Chief Financial officer has determined that the local government meets the necessary conditions to participate in the program for the 2021 budget year.

NOW THEREFORE BE IT RESOLVED by the governing body of the Borough of Keyport that in accordance with N.J.A.C. 5:30-7.6a & 7.6b and based upon the Chief Financial Officer's certification, the governing body has found the budget has met the following requirements:

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:
  - a. Payment of interest and debt redemption charges
  - b. Deferred charges and statutory expenditures
  - c. Cash deficit of preceding year
  - d. Reserve for uncollected taxes
  - e. Other reserves and non-disbursement items
  - f. Any inclusions of amounts required for school purposes.
2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at N.J.S.A. 40A:4-45.3 et seq., are fully met (complies with CAP law).
3. That the budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.
4. That pursuant to the Local Budget Law:
  - a. All estimates of revenue are reasonable, accurate and correctly stated,
  - b. Items of appropriation are properly set forth
  - c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.

5. The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.

6. That all other applicable statutory requirements have been fulfilled.

BE IT FURTHER RESOLVED that a copy of this resolution will be forwarded to the Director of the Division of Local Government Services upon adoption.

**OFFERED:**

**SECONDED:**

**AYES:**

**NAYS:**

**ABSENT:**

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of a Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Meeting of May 4, 2021.

---

Michele Clark, RMC  
Borough Clerk

*BOROUGH OF KEYPORT*  
MONMOUTH COUNTY, NEW JERSEY

**CERTIFICATION OF APPROVED BUDGET**

It is hereby certified that the Approved Budget complies with the requirements of law and approval is given pursuant to N.J.S.A. 40A:4-78(b) and N.J.A.C. 5:30-7.

It is further certified that the municipality has met the eligibility requirements of N.J.A.C. 5:30-7.4 and 7.5, and that I, as Chief Financial Officer, have completed the local examination in compliance with N.J.A.C. 5:30-7.6.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas P. Fallon, CPA, RMA  
Chief Financial Officer

This certification form and resolution of the governing body executing such certification should be annexed to the adopted budget (N.J.A.C. 5:30-7.6(e))

R129-21

SECTION 2 - UPON ADOPTION FOR YEAR 2021

RESOLUTION -21

Be it Resolved by the KEYPORT of the MONMOUTH BOROUGH that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$ 6,999,002.12 (Item 2 below) for municipal purposes, and  
(b) \$ - (Item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and,  
(c) \$ - (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in Type II School Districts only (N.J.S.A. 18A:9-3) and certification to the County Board of Taxation of the following summary of general revenues and appropriations.  
(d) \$ 206,647.00 (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy  
(e) \$ - (Sheet 44) Arts and Culture Trust Fund Levy  
(f) \$ 270,248.00 (Item 5 Below) Minimum Library Tax

RECORDED VOTE

(Insert last name)

|      |           |
|------|-----------|
| Ayes | Abstained |
| Nays | Absent    |

SUMMARY OF REVENUES

|                                                                                                                         |        |                  |
|-------------------------------------------------------------------------------------------------------------------------|--------|------------------|
| 1. General Revenues                                                                                                     | 08-100 | \$ 1,100,000.00  |
| Surplus Anticipated                                                                                                     | 13-099 | \$ 1,969,966.70  |
| Miscellaneous Revenues Anticipated                                                                                      | 15-499 | \$ 440,000.00    |
| Receipts from Delinquent Taxes                                                                                          | 07-190 | \$ 6,999,002.12  |
| 2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6(a), Sheet 11)                                         |        |                  |
| 3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:                                         |        |                  |
| Item 6, Sheet 42                                                                                                        | 07-195 | \$ -             |
| Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)                                                                                 | 07-191 | \$ -             |
| TOTAL AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY                                       |        | \$ -             |
| 4. To Be Added TO THE CERTIFICATE FOR THE AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY: |        |                  |
| Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)                                                                                 | 07-191 | \$ 270,248.00    |
| 5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY TAX                                                                  | 07-192 | \$ 10,779,216.82 |
| Total Revenues                                                                                                          | 13-299 | \$ -             |

## SUMMARY OF APPROPRIATIONS

|                                                                                             |  |        |       |               |
|---------------------------------------------------------------------------------------------|--|--------|-------|---------------|
| <b>5. GENERAL APPROPRIATIONS:</b>                                                           |  |        |       |               |
| Within "CAPS"                                                                               |  | XXXXX  | XXXXX | XXXXXXXXXXXXX |
| (a & b) Operations Including Contingent                                                     |  | XXXXX  | XXXXX | XXXXXXXXXXXXX |
| (e) Deferred Charges and Statutory Expenditures - Municipal                                 |  | 34-201 | \$    | 7,196,845.00  |
| (g) Cash Deficit                                                                            |  | 34-209 | \$    | 990,433.00    |
| Excluded from "CAPS"                                                                        |  | 46-885 | \$    | -             |
| (a) Operations - Total Operations Excluded from "CAPS"                                      |  | XXXXX  | XXXXX | XXXXXXXXXXXXX |
| (c) Capital Improvements                                                                    |  | 34-305 | \$    | 653,031.70    |
| (d) Municipal Debt Service                                                                  |  | 44-999 | \$    | 101,500.00    |
| (e) Deferred Charges - Municipal                                                            |  | 45-999 | \$    | 1,220,202.00  |
| (f) Judgments                                                                               |  | 46-999 | \$    | -             |
| (h) Transferred to Board of Education for Use of Local Schools (N.J.S.A. 40:48-17.1 & 17.3) |  | 37-480 | \$    | -             |
| (g) Cash Deficit                                                                            |  | 29-405 | \$    | 44,878.00     |
| (k) For Local District School Purposes                                                      |  | 46-885 | \$    | -             |
| (m) Reserve for Uncollected Taxes                                                           |  | 29-410 | \$    | -             |
| 6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICT ONLY (N.J.S.A. 40A:4-13)                  |  | 50-899 | \$    | 572,527.12    |
| Total Appropriations                                                                        |  | 07-195 |       |               |
|                                                                                             |  | 34-499 | \$    | 10,779,216.82 |

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the \_\_\_\_\_ day of \_\_\_\_\_, 2021. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2021 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, \_\_\_\_\_, Clerk  
\_\_\_\_\_  
Signature

**RESOLUTION #\_\_-21****APPROVING THE KEYPORT BID, INC.  
BUDGET FOR 2021**

**WHEREAS**, the Borough of Keyport has a Business Improvement District, managed by a designated nonprofit corporation known as the Keyport Bid, Inc., doing business as the Keyport Bayfront Business Cooperative [KBBC]; and

**WHEREAS**, the attached Budget for the Year 2021 has been properly advertised and a hearing has been held.

**NOW THEREFORE BE IT RESOLVED**, that the Business Improvement District KBBC budget for the year 2021 be adopted as presented.

**OFFERED:**

**SECONDED:**

**AYES:**

**NAYS:**

**ABSENT:**

I, Michele Clark, Borough Clerk, do hereby certify this to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Meeting of May 4, 2021.

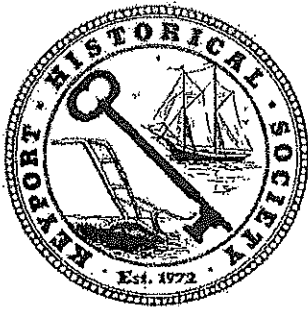
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Michele Clark, RMC  
Borough Clerk

# KEYPORT BAYFRONT BUSINESS COOPERATIVE 2021 BUDGET

|                                                             | 2021             | 2020             |
|-------------------------------------------------------------|------------------|------------------|
| <b>REVENUE</b>                                              |                  |                  |
| Commercial Property Assessments                             | \$171,500        | \$171,500        |
| Sponsorship Revenue                                         | \$0              | \$15,000         |
| <b>Event Revenue</b>                                        |                  |                  |
| Farmers Market                                              | \$1,000          | \$1,000          |
| Dogs Night Out                                              | \$0              | \$1,000          |
| Keyport Car Show                                            | \$2,000          | \$2,000          |
| Keyport Music Festival                                      | \$0              | \$15,000         |
| Grants                                                      | \$3,723          | \$0              |
| Carry forward from prior year                               | \$141,000        | \$34,500         |
| <b>Total Revenue</b>                                        | <b>\$319,223</b> | <b>\$240,000</b> |
|                                                             |                  |                  |
| <b>EXPENSES-EVENTS</b>                                      |                  |                  |
| St Patrick's Day Parade                                     | \$0              | \$5,000          |
| Garden Walk                                                 | \$1,000          | \$1,000          |
| Sidewalk Sales                                              | \$0              | \$0              |
| Keyport Thursday Concerts                                   | \$10,000         | \$10,000         |
| Dogs Night Out                                              | \$0              | \$1,000          |
| Keyport Car Show                                            | \$1,000          | \$1,000          |
| Keyportfest 5k                                              | \$1,000          | \$1,000          |
| Keyport Music Festival                                      | \$0              | \$40,000         |
| Tree Lighting                                               | \$2,000          | \$2,000          |
| Holiday House Tour                                          | \$1,000          | \$1,000          |
| Staff Support                                               | \$12,000         | \$12,000         |
| <b>Total Events</b>                                         | <b>\$28,000</b>  | <b>\$74,000</b>  |
|                                                             |                  |                  |
| <b>EXPENSES— MARKETING, PROMOTION, AND BUSINESS SUPPORT</b> |                  |                  |
|                                                             |                  |                  |
| Website design & maintenance                                | \$4,000          | \$4,000          |
| Website & social media marketing                            | \$6,000          | \$10,000         |
| Print Advertising                                           | \$10,000         | \$10,000         |
| Broadcast media                                             | \$2,500          | \$2,500          |
| In-store promotions                                         | \$9,223          | \$18,000         |
| Brochures, signage, posters                                 | \$10,000         | \$6,000          |
| Keyport Kash                                                | \$10,000         | \$10,000         |
| Business Support Programs                                   | \$10,000         | \$10,000         |
| Staff Support - Marketing                                   | \$12,000         | \$12,000         |

|                                                                          |  |                  |                  |  |
|--------------------------------------------------------------------------|--|------------------|------------------|--|
| <b>Total - Marketing</b>                                                 |  | <b>\$73,723</b>  | <b>\$82,500</b>  |  |
|                                                                          |  |                  |                  |  |
| <b>EXPENSES—VISUAL IMPROVEMENT</b>                                       |  |                  |                  |  |
| Seasonal displays                                                        |  | \$7,700          | \$10,000         |  |
| Seasonal Maintenance                                                     |  | \$4,000          | \$4,000          |  |
| Highway signage                                                          |  | \$9,000          | \$9,000          |  |
| Public Improvements                                                      |  | \$148,000        | \$20,000         |  |
| (Highway beautification, archway, gaps for downtown visual improvements) |  |                  |                  |  |
| Staff Support                                                            |  | \$12,000         | \$12,000         |  |
| <b>Total Visual Improvement</b>                                          |  | <b>\$180,700</b> | <b>\$55,000</b>  |  |
|                                                                          |  |                  |                  |  |
| <b>EXPENSES - ADMINISTRATION</b>                                         |  |                  |                  |  |
|                                                                          |  |                  |                  |  |
| Certified Audit & Filings                                                |  | \$6,000          | \$6,000          |  |
| Annual Report                                                            |  | \$600            | \$600            |  |
| Bookkeeping                                                              |  | \$800            | \$800            |  |
| Board Elections                                                          |  | \$500            | \$500            |  |
| Public Notices                                                           |  | \$400            | \$400            |  |
| Legal Fees                                                               |  | \$5,000          | \$1,000          |  |
| Business Consulting                                                      |  | \$2,500          | \$500            |  |
| Insurance                                                                |  | \$3,500          | \$1,200          |  |
| Office Equipment & Supplies                                              |  | \$4,000          | \$4,000          |  |
| Bank & Payroll Fees                                                      |  | \$500            | \$500            |  |
| Stakeholder Meetings                                                     |  | \$1,000          | \$1,000          |  |
| Staff Support                                                            |  | \$12,000         | \$12,000         |  |
| <b>Total Visual Improvement</b>                                          |  | <b>\$36,800</b>  | <b>\$28,500</b>  |  |
|                                                                          |  |                  |                  |  |
| <b>TOTAL EXPENSES</b>                                                    |  | <b>\$319,223</b> | <b>\$240,000</b> |  |



# Keyport Historical Society

post office box 312 • keyport new jersey 07735

Jay Delaney, BA, Borough of Keyport  
Mayor and Council  
70 West Front St.  
Keyport, NJ 07735

March 22, 2021

Subject: Request for financial support

Dear Mr. Delaney,

On behalf of the Keyport Historical Society, our organization is requesting financial support to offset our annual operating costs.

Our annual insurance is over \$5000. Our organization is requesting the sum of \$2500. The borough has in past years provided an annual amount to the Society.

The museum is, and has been since 1975, open to the public at no charge. During those 40 plus years, members have hosted special tours for the Keyport School System and accommodated students needing Community Hours. The Society continues to present a special focus exhibit as well as continuing representations of Keyport's rich history. Our Women's Suffrage exhibit, on hold since March of 2020, awaits a relaxing of the pandemic guidelines.

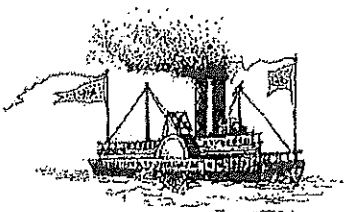
Like many other organizations, annual fundraising efforts are required to pay for operations and administrative costs. In addition to COVID-19 restrictions, annual fundraising has become more and more difficult for various reasons.

Our business community is very generous, however, all of Keyport's volunteer organizations request donations which understandably become difficult for our businesses and now even more so.

Thank you for your consideration. I may be reached at 732 320 7072 should additional information be required.

Tom Gallo, president Keyport Historical Society

Copy: KHS Board



114/15/2021 1:12 PM Michele Clark

Michele Clark

---

**From:** Visit Keyport <kbbc@visitkeyport.org>  
**Sent:** Wednesday, April 14, 2021 10:33 PM  
**To:** Michele Clark; Jay Delaney  
**Subject:** Request of Fireman's lot for farmers market pending Borough moratorium

Hi Mr. Delaney & Ms. Clark,

On behalf of the future planning purposes for the KBBC in regard to summer events planning, I am requesting pending Borough approval of the May 1st moratorium the use of the first row of fireman's parking lot (closest to west front street) for Thursday's farmers market & the possibility of having the June town wide yard sale. Thank you for your consideration.

Respectfully

Shauna Burlew

144/29/2021 9:52 PM9:52 PMMichele Clark

Michele Clark

**From:** John Marchetti <jmarchetti@monarchba.com>  
**Sent:** Friday, April 16, 2021 12:11 PM  
**To:** Patty Olsen; 'Sean C'  
**Cc:** mclark@keyportonline.com  
**Subject:** RE: from Sean Clayton

Thank you for the help with this event

--

**John J. Marchetti**  
Managing Partner  
Monarch Benefit Advisors  
101 Crawfords Corner Road, Holmdel, NJ 07733  
732-672-9700 // [MonarchBA.com](http://MonarchBA.com)



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*Did you know we are a full service brokerage firm?*

We provide Health, Life and Commercial Insurance.

Our Financial Dept can help with 401k, retirement & investment solutions.

**From:** Patty Olsen <polsen@keyportonline.com>

**Sent:** Friday, April 16, 2021 11:49 AM

**To:** John Marchetti <jmarchetti@monarchba.com>; 'Sean C' <[REDACTED]>

**Cc:** mclark@keyportonline.com

**Subject:** RE: from Sean Clayton

Thank you! This is helpful.

Thank you,

**Patty Olsen**  
Administrative Clerk  
Borough Clerk's Office  
Borough of Keyport

70 W. Front Street, Keyport, NJ 07735

244/29/2021 9:52 PM9:52 PM Michele Clark  
tel 732-739-5121 | fax 732-739-8738  
[www.keyportonline.com](http://www.keyportonline.com)

**From:** John Marchetti [<mailto:jmarchetti@monarchba.com>]

**Sent:** Friday, April 16, 2021 11:29 AM

**To:** Patty Olsen <[polsen@keyportonline.com](mailto:polsen@keyportonline.com)>; 'Sean C' <[REDACTED]>

**Cc:** [mclark@keyportonline.com](mailto:mclark@keyportonline.com)

**Subject:** RE: from Sean Clayton

Thank you. I am going with a count of 30-40 cars and 10 motorcycles but I really cant say 100% until the day of and who shows up. You know how that goes.

--  
**John J. Marchetti**  
Managing Partner  
Monarch Benefit Advisors  
101 Crawfords Corner Road, Holmdel, NJ 07733  
732-672-9700 // [MonarchBA.com](http://MonarchBA.com)



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**From:** Patty Olsen <[polsen@keyportonline.com](mailto:polsen@keyportonline.com)>

**Sent:** Friday, April 16, 2021 11:17 AM

**To:** John Marchetti <[jmarchetti@monarchba.com](mailto:jmarchetti@monarchba.com)>; 'Sean C' <[REDACTED]>

**Cc:** [mclark@keyportonline.com](mailto:mclark@keyportonline.com)

**Subject:** RE: from Sean Clayton

Thank you, John!

Do you know when you will have the count for cars and motorcycles?

Thank you,

**Patty Olsen**  
Administrative Clerk  
Borough Clerk's Office

344/29/2021 9:52 PM9:52 PM Michele Clark  
Borough of Keyport

70 W. Front Street, Keyport, NJ 07735  
tel 732-739-5121 | fax 732-739-8738  
[www.keyportonline.com](http://www.keyportonline.com)

**From:** John Marchetti [<mailto:jmarchetti@monarchba.com>]  
**Sent:** Friday, April 16, 2021 10:27 AM  
**To:** Patty Olsen <[polsen@keyportonline.com](mailto:polsen@keyportonline.com)>; 'Sean C' <[sc@keyportonline.com](mailto:sc@keyportonline.com)>  
**Cc:** [mclark@keyportonline.com](mailto:mclark@keyportonline.com)  
**Subject:** RE: from Sean Clayton

Patty – Thank you for the consideration and help. To answer your questions below:

1. What time will you be arriving? – **Around 12:30-ish**
2. Approximately how many cars vs. motorcycles? **This is unknown at this time**
3. Will you be leaving as a group and if so, what time? - **No, some will leave right away, while others will park and walk around Keyport to enjoy the day and eat.**
4. To confirm, you have not made reservations and each person will eat at a restaurant of their choice, correct?  
**Yes**
5. Do you have any flexibility with the date and holding it on a Saturday if approved? We usually have a flea market on Sundays. The agreement has not yet been signed, but if it does, they do use a large portion of this lot. **Sunday would be the day, Saturday will not work. If the agreement for the Flea market is signed, we will park in the other (newer) public parking lot or throughout the town.**

If for any reason the town cannot assist us in closing off the lot, we understand and will just use the public lots, among other visitors. We really wanted to give the heads up as a courtesy and try to work together to have a place to put everyone, but we do understand conflicts.

Thank you!

--  
**John J. Marchetti**  
Managing Partner  
Monarch Benefit Advisors  
101 Crawfords Corner Road, Holmdel, NJ 07733  
732-672-9700 // [MonarchBA.com](http://MonarchBA.com)



Voted Best Insurance Agency for Back-To-Back years by Asbury Park Press!



444/29/2021 9:52 PM9:52 PMMichele Clark

***Did you know we are a full service brokerage firm?***

We provide Health, Life and Commercial Insurance.

Our Financial Dept can help with 401k, retirement & investment solutions.

---

**From:** Patty Olsen <polsen@keyportonline.com>

**Sent:** Friday, April 16, 2021 8:49 AM

**To:** 'Sean C' <[REDACTED]>

**Cc:** John Marchetti <jmarchetti@monarchba.com>; mclark@keyportonline.com

**Subject:** RE: from Sean Clayton

Good morning, Sean.

The Police Department had some questions. Please see below.

1. What time will you be arriving?
2. Approximately how many cars vs. motorcycles?
3. Will you be leaving as a group and if so, what time?
4. To confirm, you have not made reservations and each person will eat at a restaurant of their choice, correct?
5. Do you have any flexibility with the date and holding it on a Saturday if approved? We usually have a flea market on Sundays. The agreement has not yet been signed, but if it does, they do use a large portion of this lot.

Thank you,

**Patty Olsen**

**Administrative Clerk**

**Borough Clerk's Office**

Borough of Keyport

70 W. Front Street, Keyport, NJ 07735

tel 732-739-5121 | fax 732-739-8738

[www.keyportonline.com](http://www.keyportonline.com)

---

**From:** Sean C [mailto:s[REDACTED]]

**Sent:** Wednesday, April 14, 2021 10:04 PM

**To:** mclark@keyportonline.com

**Cc:** polsen@keyportonline.com; jmarchetti@monarchba.com

**Subject:** from Sean Clayton

Hello,my name is Sean Clayton,I am emailing you in regards to a Charity Fundraiser that we are holding for two young girl's (ages 2&13) that recently lost their father (former long time employee at Ultimate Sound and Security of Keyport).

Our plan is on May Sunday 16 2021 (RAIN DATE MAY Sunday May 23 2021)

to hold a car and motorcycle run,starting in Holmdel and ending at the Keyport waterfront in the Fireman's Parking Lot across from Mikes Subs.We will be entering town from Rt 36,down Broad along the waterfront to the Fireman's lot,where we would like to park in one area together,take pictures,and share memories of our beloved friend,and get some food from some of Keyports finest restaurants.So we are asking for Courtesy to be able to use and have either half or the whole lot blocked off for us to use?We will have approximately 40-50 cars and motorcycles,This is for a good cause that we hope to continue for years to come for his daughters college fund.

Thank You

Sean Clayton

## MEATEATER

The Meat Eater  
1203 N. Rouse Ave. Suite 3E  
Bozeman, Montana 59715

Michele Clark, RMC  
Borough Clerk  
Borough of Keyport  
(732)739-5124  
Request to Waive \$500 Filming Permit Fee

Hello Michele

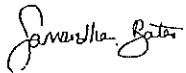
MeatEater Inc. is seeking approval for the waiver of the \$500 filming permit fee for the use of Keyport Municipal Boat Ramp for May 24th-28th, 2021.

Filming will be the launch and retrieval of 2 boats as they head out to fish Striped Bass, AKA Skyline Striper. Filming will not take place every day as we will be utilizing other boat ramps in the area, permits and releases have been obtained.

We ask that the \$500 filming permit fee be waived due to the short period of our time at the location, no disruption to the public, and the use of over the shoulder cameras that does not require set-up or road closures.

We appreciate your consideration and hope the council will grant our request.

Thank you for your time and assistance



Samantha Bates  
Producer  
MeatEater Inc.  
[samantha@themeateater.com](mailto:samantha@themeateater.com)

**BOROUGH OF KEYPORT**  
**APPLICATION TO FILM A MOTION PICTURE**  
**OR TELEVISION PRODUCTION**

1. Location of filming: Keyport Municipal Ramp

2. Date(s) of filming: May 24-28, 2021

3. Hours of filming: Between sunrise and sunset for 1 hour filming the boat launch and retrieval

4. Name, address, telephone number and contact person of production company:

Jason Roehrig - Associate Producer 618-670-6871

Samantha Bates - Producer - 831-238-5922

MeatEater Inc. 1203 North Rouse Ave. Ste. 3E Bozeman, Montana 59715

5. Purpose of filming: Filming the boat launch and retrieval of 2 boats as they head out to fish for Skyline Striper for the YouTube series "Das Boats"

*Filming* shall mean the taking of still or motion pictures, either on film, videotape or similar recording equipment, for commercial or education purposes, intended for viewing on television or in theaters or for institutional use or for advertising purposes.

*Public Lands* shall mean any and every public street, highway, sidewalk or square, public park or playground or other public place within the Borough which is within the jurisdiction and control of the Borough.

**6. Where filming takes place on private property, Permission of the owner must be obtained in writing.**

No permit shall be issued for filming at a particular location in a residential zone within the Borough which would permit filming at said location on more than eight (8) days during any one (1) calendar year.

One (1) permit shall be required for each location.

Filming shall be permitted only Monday through Friday between the hours of 8AM and 7PM or sundown, whichever is earlier, in residential zones.

Applicant shall notify the Chief of the Fire Department twenty-four (24) hours before filming takes place and permit the Fire Department to inspect the site and the equipment to be used. The applicant shall comply with all fire safety instruction issued by the Chief of the Fire Department.

7. The Borough, in the discretion of the Chief of Police, reserves the right to require one (1) or more on-site patrolmen in situations where the proposed production may impede the proper flow of traffic, the cost of said patrolmen to be borne by the applicant as a cost of production. Where existing electrical power lines are to be utilized by the production an on-site licensed electrician may be similarly required if the production company does not have a licensed electrician on staff.

Traffic Control Fees: \$75.00 per hour  
Administrative Fees: \$25.00 per hour  
Total: \$100.00 per hour

**8. Applicant must provide Proof of Insurance coverage as follows:**

Bodily injury for any one person - \$500,000.00  
For any aggregate occurrence - \$1,000,000.00  
Property damage for each occurrence - \$500,000.00

**9. Applicant must agree in writing to indemnify and save harmless the Borough from any and all liability or damages from the use of such public lands.**

**10. FEES: \$500.00**

*Samantha Bates*

---

Applicant



MEATING-01

IMARIC

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/27/2021

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

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

|                                                                                                                                                    |                                                      |                |        |
|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|----------------|--------|
| PRODUCER License # 0757776<br>Encino, CA - GNW - HUB International Insurance Services Inc.<br>16030 Ventura Blvd.<br>Suite 500<br>Encino, CA 91436 | CONTACT NAME: Brooke Barnett                         |                |        |
|                                                                                                                                                    | PHONE (A/C, No, Ext):                                | FAX (A/C, No): |        |
|                                                                                                                                                    | E-MAIL ADDRESS: brooke.barnett@hubinternational.com  |                |        |
| INSURED<br><br>MeatEater, Inc.<br>1203 N Rouse Ave, Ste 3E<br>Bozeman, MT 59715                                                                    | INSURER(S) AFFORDING COVERAGE                        |                | NAIC # |
|                                                                                                                                                    | INSURER A : Nautilus Insurance Company               |                | 17370  |
|                                                                                                                                                    | INSURER B : Tri-State Insurance Company of Minnesota |                | 31003  |
|                                                                                                                                                    | INSURER C :                                          |                |        |
|                                                                                                                                                    | INSURER D :                                          |                |        |
|                                                                                                                                                    | INSURER E :                                          |                |        |
|                                                                                                                                                    | INSURER F :                                          |                |        |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                     |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         |          | CPA7512175-11 | 2/12/2021               | 2/12/2022               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                               |           |          | CPA7512175-11 | 2/12/2021               | 2/12/2022               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                       |           |          | CUA7512177-11 | 2/12/2021               | 2/12/2022               | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000                                                                                                                                                                                     |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                |           | N/A      | WCA7512176-11 | 2/12/2021               | 2/12/2022               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                   |
| A        | Production Package                                                                                                                                                                                                                                                                                                 |           |          | CPA7512175-11 | 2/12/2021               | 2/12/2022               | See Attached                                                                                                                                                                                                                               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The certificate holder is included as Additional Insured as respects to claims arising out of the operations of the Named Insured. The certificate holder is included as Loss Payee as their interests may appear.

## CERTIFICATE HOLDER

## CANCELLATION

Borough of Keyport  
70 W Front St, Keyport,  
NJ 07735  
(732)739-5124

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

AUTHORIZED REPRESENTATIVE



# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

|                                                                        |                      |                            |                                                                                   |
|------------------------------------------------------------------------|----------------------|----------------------------|-----------------------------------------------------------------------------------|
| AGENCY<br>Encino, CA - GNW - HUB International Insurance Services Inc. |                      | License # 0757776          | NAMED INSURED<br>MeatEater, Inc.<br>1203 N Rouse Ave, Ste 3E<br>Bozeman, MT 59715 |
| POLICY NUMBER<br>SEE PAGE 1                                            |                      |                            |                                                                                   |
| CARRIER<br>SEE PAGE 1                                                  | NAIC CODE<br>SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 |                                                                                   |

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Production Package  
 Props, Sets & Wardrobe  
 Limit: \$500,000 Ded: \$2,500

Miscellaneous Equipment  
 Limit: \$1,000,000 Ded: \$2,500

3rd Party Property Damage  
 Limit: \$1,000,000 Ded: \$2,500

HIRED AUTO PHYSICAL DAMAGE  
 LIMIT: \$125,000 any one auto / \$1,000,000 any one accident  
 DEDUCTIBLE: 10% of loss, subject to \$1,000 min/\$7,500 max

**RECEIVED**  
APR 06 2021



BY: .....

Borough of Keyport  
70 West Front Street  
Keyport NJ 07735

Clerks Office: 732-739-5124  
Fax Number: 732-739-8738  
mclark@keyportonline.com

### APPLICATION & PERMIT FOR USE OF BOROUGH PROPERTY

Date Received March 31 Date of Response April 1/21  
Property requested Gazebo  
Organization Name/Purpose Lillian Lopez  
Name Lillian Lopez  
Address [REDACTED]  
Telephone Number [REDACTED] Fax Number [REDACTED]  
Email Address: [REDACTED]

Type of Event Celebration of life Time of Event 1:30 to 4:00  
Date of Event June 5, Rainy day 6  
No of People Attending 30 people

#### Fee Schedule

##### Borough Property

Senior Center  
Borough Hall Council Room

##### Minimum 3 Hours

\$23.00  
\$23.00

##### Additional Per Hour

\$5.75  
\$5.75

Celebration of life

\$100.00 ✓ pd - ck#117  
\$100.00  
\$100.00

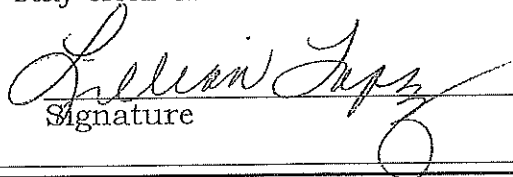
- Table w/ ashes
- Flowers on table w/ sign in book
- Easel w/ his picture
- slideshow w/ screen and small speakers
- Bottles of water
- Play his playlist

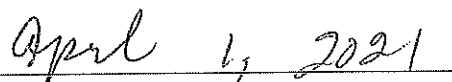
Check or Money Order Payable to:  
Keyport, PO BOX 60, Keyport, NJ 07735

**PLEASE READ THE FOLLOWING REGULATIONS PERTAINING TO EVENTS**

- Event: Maximum of 100 people.
- Bring permit with you on the date of event. Police or park personnel may ask you to present permit.
- Amplification for music or other purposes is not permitted.
- Rules and directives of park personnel must be strictly adhered to.
- Chairs, tents, rugs and/or runners are not permitted
- For Wedding Photography: Maximum of 25 people limited to bridal party and parents.
- Throwing of rice, birdseed, flowers and confetti are not permitted.
- A Permit does not include the use of equipment unless by separate agreement approved by Council.
- A staff member must be on duty and/or call during times that groups are using facilities.
- Requests for the use of borough facilities must be made by contacting the Borough Clerk sufficiently in advance ( a minimum of 7 days prior to the event) to insure that all conditions are met and to make all necessary arrangements.
- Groups using gymnasiums must wear shoes of a type that will not damage the gymnasium floor.
- A permit does not grant the right to establish concessions or sell items on borough property.
- Groups using Borough Property shall exercise all safety precautions.
- At the discretion of the Business Administrator, any permit for the use of Borough property may be revoked at any time. Applications for borough property must be signed by a responsible citizen who is 21 years of age or older.
- Permits will not be issued for purposes prohibited by ordinance, statute or law of any kind.
- Smoking, alcoholic beverages and/or illicit drugs are not permitted on Borough Property.
- The Borough Clerk shall be responsible for the assessment and collection of fees for the use of Borough property. Payment may be made in advance and cancellation penalty may be assessed for expenses incurred.
- Cancellations of approved applications must be made through the Borough Clerks Office at least 24 hours prior to the event (if the event is on a weekend, cancellation must be made by 10 a.m. the prior business day).
- Organization should provide certificate of insurance naming the Borough as an added insured.

I, the undersigned, agree to floor rules and regulations stated above. I understand that the public has access to any public Borough Park. The Public can only be requested to stay clear of the immediate area of the event.

  
Signature

  
Date

Please return completed application/permit to:

Borough of Keyport  
Borough Clerk's Office  
70 W. Front Street  
Keyport, NJ 07735

124/21/2021 10:14 AM10:14 AMMichele Clark

Michele Clark

**From:** Lisa Savoia <lsavoia@kpsdschools.org>  
**Sent:** Friday, April 16, 2021 8:51 AM  
**To:** Michele Clark  
**Cc:** shannon torres; Collette Kennedy; Michael Waters; Laurie Graham; sgraham@phmeco.com; Anthony Rapolla  
**Subject:** Wave Parade

Good Morning Michele,

The district is requesting that American Legion Drive be closed on 6/21/21 for a "Wave" parade being organized to honor the graduating class of 2021. We are requesting the parade to start at 6:30 p.m. However, I am going to anticipate that the closure would be from 6:00 p.m. to 7:30 p.m.

The Class of 2021 has not been able to experience a typical senior year and we believe that the parade would demonstrate how proud we are of their accomplishments! The parade would be inclusive of all of the seniors lining up (social distancing guidelines in place) and our First Responders will lead the way. Parents would be invited to watch, possibly from the mini park.

A meeting will be scheduled with necessary stakeholders (including the Mayor, Chief Torres) to plan for the event, in order to ensure the safety for all. However, I wanted to submit the formal request for the road closure ASAP.

I have included Anthony Rapolla on this email, as he would submit the insurance certificate for Keyport Public Schools. Please let me know if there is additional information that you require.

Thank you to the Mayor and Council for the consideration of the request and we look forward to correspondence that the request is approved. The Class of 2021 has had a year unlike any other and we would really like to lift their spirits.

Thank you,

**Lisa Savoia, Ed.D.**

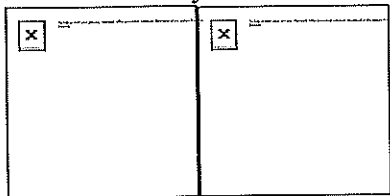
*Superintendent*

(732)212-6100 ext 1000

(732)212-6125 Fax

[lsavoia@kpsdschools.org](mailto:lsavoia@kpsdschools.org)

Learners Today ... Leaders Tomorrow





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2021

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

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

|                                                                                                            |                                            |                                    |               |
|------------------------------------------------------------------------------------------------------------|--------------------------------------------|------------------------------------|---------------|
| <b>PRODUCER</b><br>School Alliance Insurance Fund<br>51 Everett Drive, Suite B-40<br>West Windsor NJ 08550 | <b>CONTACT NAME:</b> Craig Klein           |                                    |               |
|                                                                                                            | <b>PHONE (A/C, No, Ext):</b> 609-275-1155  | <b>FAX (A/C, No):</b> 609-275-9662 |               |
|                                                                                                            | <b>E-MAIL ADDRESS:</b> cklein@saifund.com  |                                    |               |
| <b>INSURED</b><br>Keyport Board of Education<br>370 Broad Street<br>P.O. Box 80<br>Keyport NJ 07735        | <b>INSURER(S) AFFORDING COVERAGE</b>       |                                    | <b>NAIC #</b> |
|                                                                                                            | INSURER A : School Alliance Insurance Fund |                                    | 0             |
|                                                                                                            | INSURER B :                                |                                    |               |
|                                                                                                            | INSURER C :                                |                                    |               |
|                                                                                                            | INSURER D :                                |                                    |               |
|                                                                                                            | INSURER E :                                |                                    |               |
| INSURER F :                                                                                                |                                            |                                    |               |

**COVERAGES**

CERTIFICATE NUMBER: 446811059

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                              | ADDL INSR | SUBR WVD                       | POLICY NUMBER          | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |               |
|----------|--------------------------------------------------------------------------------|-----------|--------------------------------|------------------------|-------------------------|-------------------------|-------------------------------------------|---------------|
| A        | GENERAL LIABILITY                                                              |           |                                | NJSA 18A:18B-1 ET.SEQ. | 7/1/2020                | 7/1/2021                | EACH OCCURRENCE                           | \$ 5,000,000  |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               |           |                                |                        |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 2,500,000  |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR |           |                                |                        |                         |                         | MED EXP (Any one person)                  | \$ 10,000     |
|          |                                                                                |           |                                |                        |                         |                         | PERSONAL & ADV INJURY                     | \$ 5,000,000  |
|          |                                                                                |           |                                |                        |                         |                         | GENERAL AGGREGATE                         | \$ 50,000,000 |
|          |                                                                                |           |                                |                        |                         |                         | PRODUCTS - COMP/OP AGG                    | \$ 50,000,000 |
|          |                                                                                |           |                                |                        |                         |                         |                                           | \$            |
|          |                                                                                |           |                                |                        |                         |                         | COMBINED SINGLE LIMIT (Ea accident)       | \$            |
|          |                                                                                |           |                                |                        |                         |                         | BODILY INJURY (Per person)                | \$            |
|          |                                                                                |           |                                |                        |                         |                         | BODILY INJURY (Per accident)              | \$            |
|          |                                                                                |           | PROPERTY DAMAGE (Per accident) | \$                     |                         |                         |                                           |               |
|          |                                                                                |           |                                | \$                     |                         |                         |                                           |               |
|          | UMBRELLA LIAB                                                                  |           |                                |                        |                         |                         | EACH OCCURRENCE                           | \$            |
|          | EXCESS LIAB                                                                    |           |                                |                        |                         |                         | AGGREGATE                                 | \$            |
|          |                                                                                |           |                                |                        |                         |                         |                                           | \$            |
|          | DED                                                                            |           |                                |                        |                         |                         | WC STATUTORY LIMITS                       | OTH-ER        |
|          | RETENTION \$                                                                   |           |                                |                        |                         |                         | E.L. EACH ACCIDENT                        | \$            |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                  |           |                                |                        |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$            |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    |           |                                |                        |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$            |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                         |           |                                |                        |                         |                         |                                           |               |

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

CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED AS RESPECTS TO  
CLOSURE OF AMERICAN LEGION DRIVE FOR SENIOR WAVE PARADE ON JUNE 21, 2021 FROM 6:00PM-7:30PM.

**CERTIFICATE HOLDER****CANCELLATION**

Borough of Keyport  
70 West Front  
Keyport, NJ 07735

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

AUTHORIZED REPRESENTATIVE

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# Wave Parade Rain Date

**Patty Olsen**

**From:** Lisa Savoia <lsavoia@kpsdschools.org>  
**Sent:** Wednesday, April 21, 2021 11:51 AM  
**To:** Patty Olsen  
**Cc:** Michele Clark; shannon torres  
**Subject:** Re: FW: Graduation

Patty,

Thank you! I want to be sure that everyone knows that this is not in place of graduation on the 24th (rain 25th). Chief, Mayor Kennedy, and Jay Delany are meeting next week to review the needs of the parade.

I also want you to be aware that a rain date for the Wave Parade was not referenced. If the weather is inclement we will need the 22nd.

**Lisa Savoia, Ed.D.**

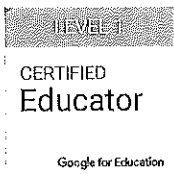
*Superintendent*

(732)212-6100 ext 1000

(732)212-6125 Fax

[lsavoia@kpsdschools.org](mailto:lsavoia@kpsdschools.org)

Learners Today ... Leaders Tomorrow



On Wed, Apr 21, 2021 at 8:57 AM Patty Olsen <[polson@keyportonline.com](mailto:polson@keyportonline.com)> wrote:

Good morning, Lisa.

Thank you for the update. I'll get back to you with any questions that the Police Department may have regarding the event, number of people attending, etc.

Thank you,

114/29/2021 7:51 PM7:51 PMMichele Clark

Michele Clark

---

**From:** Michele Clark <mclark@keyportonline.com>  
**Sent:** Wednesday, April 21, 2021 11:18 AM  
**To:** 'ASK Infobox'; 'administrator@keyportonline.com'; 'Councilmember Dennis Fotopoulos'  
**Subject:** RE: Arts Society of Keyport use request and project proposal

Good Morning, Michelle –

I have received your request for use of Borough property on July 24, 2021 between 4-8PM for the ASK Art Walk. Your request will be listed on the May 4<sup>th</sup> agenda for council consideration. Please provide a certificate of insurance from the organization naming the Borough as an additional insured. Also, if you are requesting a waiver of the fee for use of the promenade, please provide the request in writing.

Thank you.  
Michele

Michele Clark, RMC  
Borough Clerk  
Borough of Keyport  
(732)739-5124

---

**From:** ASK Infobox [mailto:info@asknj.org]  
**Sent:** Monday, April 19, 2021 1:22 PM  
**To:** administrator@keyportonline.com; Councilmember Dennis Fotopoulos <dennisf@keyportonline.com>; mclark <mclark@keyportonline.com>  
**Subject:** Arts Society of Keyport use request and project proposal

Hello Everyone,

Please find the attached borough use form and revised proposal for a "social distanced summer art walk"

Please let me know if this is an item that will be placed on the council agenda and if so please let me know what date so I can attend this meeting.

Best wishes and thanks for your time!

Thanks,  
*Michelle Knox*  
President of Art Society of Keyport  
[www.asknj.org](http://www.asknj.org)



Borough of Keyport  
70 West Front Street  
Keyport NJ 07735

Clerks Office: 732-739-5124  
Fax Number: 732-739-8738  
mclark@keyportonline.com

**APPLICATION & PERMIT FOR  
USE OF BOROUGH PROPERTY**

RECEIVED  
APR 19 2021

Date Received \_\_\_\_\_ Date of Response \_\_\_\_\_

Property requested Waterfront promenade, skate park fence and gazebo

Organization Name/Purpose The Arts Society of Keyport/ Art Walk

Name Michelle Knox

Address PO Box 206 Keyport

Telephone Number: [REDACTED] Fax Number \_\_\_\_\_

Email Address: info@asknj.org

Type of Event Art walk

Date of Event July 24, 2021

Time of Event 4-8 pm

No of People Attending \_\_\_\_\_

**Fee Schedule**

**Borough Property**

**Minimum  
3 Hours**

**Additional  
Per Hour**

Senior Center

\$23.00

\$5.75

Borough Hall Council Room

\$23.00

\$5.75

**OTHER**

Waterfront Pavilion/Promenade

\$100.00

Pictures at Pavilion/Promenade

\$100.00

Beach Park

\$100.00

Mail Check or Money Order Payable to:  
Borough of Keyport, PO BOX 60, Keyport, NJ 07735

**PLEASE READ THE FOLLOWING REGULATIONS PERTAINING TO EVENTS**

- Event: Maximum of 100 people.
- Bring permit with you on the date of event. Police or park personnel may ask you to present permit.
- Amplification for music or other purposes is not permitted.
- Rules and directives of park personnel must be strictly adhered to.
- Chairs, tents, rugs and/or runners are not permitted
- For Wedding Photography: Maximum of 25 people limited to bridal party and parents.
- Throwing of rice, birdseed, flowers and confetti are not permitted.
- A Permit does not include the use of equipment unless by separate agreement approved by Council.
- A staff member must be on duty and/or call during times that groups are using facilities.
- Requests for the use of borough facilities must be made by contacting the Borough Clerk sufficiently in advance ( a minimum of 7 days prior to the event) to insure that all conditions are met and to make all necessary arrangements.
- Groups using gymnasiums must wear shoes of a type that will not damage the gymnasium floor.
- A permit does not grant the right to establish concessions or sell items on borough property.
- Groups using Borough Property shall exercise all safety precautions.
- At the discretion of the Business Administrator, any permit for the use of Borough property may be revoked at any time. Applications for borough property must be signed by a responsible citizen who is 21 years of age or older.
- Permits will not be issued for purposes prohibited by ordinance, statute or law of any kind.
- Smoking, alcoholic beverages and/or illicit drugs are not permitted on Borough Property.
- The Borough Clerk shall be responsible for the assessment and collection of fees for the use of Borough property. Payment may be made in advance and cancellation penalty may be assessed for expenses incurred.
- Cancellations of approved applications must be made through the Borough Clerks Office at least 24 hours prior to the event (if the event is on a weekend, cancellation must be made by 10 a.m. the prior business day).
- Organization should provide certificate of insurance naming the Borough as an added insured.

I, the undersigned, agree to floor rules and regulations stated above. I understand that the public has access to any public Borough Park. The Public can only be requested to stay clear of the immediate area of the event.

Michelle Knox

Digitally signed by Michelle Knox  
Date: 2021.04.19 13:06:02  
+04'00'

Signature

4/19/21

Date

Please return completed application/permit to:

Borough of Keyport  
Borough Clerk's Office  
70 W. Front Street  
Keyport, NJ 07735



#### **Summer Arts Walk Proposal, July 24- August 24**

This was previously approved in 2020 but canceled and revised due to covid

Please note, we will follow all state and CDC guidelines as they pertain to Covid-19 and public safety and gathering guidelines.

#### **Original idea:**

*"Arts Walks are a celebration of local culture, community, and commerce. The Keyport Arts Walk event provides participants the opportunity to support local artists and businesses while adding to our sense of community and regional culture. People are encouraged to stroll through town, guided by a detailed map, to experience numerous artistic endeavors, such as art and crafts exhibitions, live performances, literary events and more that are hosted outdoors as well as in local businesses and buildings."*

#### **Revised idea:**

Same general sentiment as above but due to COVID-19, ASK is looking at only utilize storefront windows along with outdoor vinyl banners hung along the waterfront, in the gazebo, and on borough owned fencing that will be exhibiting reproductions of original artworks. ( much like the library exhibition that just occurred) A detailed site map can be submitted for approval. All participating exhibiting artists are local Bayshore people.

An online mobile friendly map will guide participants along the art route. ASK will be creating QR Codes at each location that link to artists talking about their work or process. This will also allow for an online only experience touring the artworks, as well as, assist any visually impaired persons participate. ASK has received a \$1000 grant from Monmouth Arts to assist in this project.

We propose having an opening night on July 24, 2021 from 4- 8 p. We would like to have limited musical performances scattered throughout the "walk" area just as ambiance and not to really encourage gatherings. Volunteers from the BOD of ASK and the community will be onsite to inform passers by of the event and to highlight the online map and videos that accompany this event.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/2021

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

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|                                                                                                       |  |                                                                                                                                                                               |  |
|-------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Oliver L.E. Soden Agency<br>60 West Railroad Avenue<br><br>Jamesburg NJ 08831-1360 |  | <b>CONTACT NAME:</b> Christine Reid<br><b>PHONE (A/C, No, Ext):</b> (732) 521-0001<br><b>FAX (A/C, No):</b> (732) 521-4945<br><b>E-MAIL ADDRESS:</b> creid@sodeninsurance.com |  |
| <b>INSURED</b><br>The Arts Society of Keyport<br>PO Box 206<br><br>Keyport NJ 07735-0206              |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Harleysville Insurance Co<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F:                            |  |
|                                                                                                       |  | <b>NAIC #</b><br>23582                                                                                                                                                        |  |

**COVERAGES****CERTIFICATE NUMBER:** Master 21-22**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                   | ADDL INSD                                             | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                  |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|----------|-----------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                                       |          | GL 00000082309F | 04/15/2021              | 04/15/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Add'l for policy minimum \$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                   |                                                       |          |                 |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                                                         |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>                                                                                                                  |                                                       |          |                 |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                                                      |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                       | <input type="checkbox"/> Y <input type="checkbox"/> N | N/A      |                 |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                        |

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

Civic Club - The Borough of Keyport is included as an additional insured.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                    |                                                                                                                                                                |
|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Borough of Keyport<br>70 West Front Street<br><br>Keyport NJ 07738 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                    | AUTHORIZED REPRESENTATIVE<br><br><i>Christine Reid</i>                                                                                                         |

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Comm #9

HOOK AND LADDER CO., NO. 1  
1877

ENGINE CO., NO 1  
1889

LINCOLN HOSE CO., NO. 1  
1893

RARITAN HOSE CO., NO. 2  
1893

## KEYPORT FIRE DEPARTMENT

EAGLE HOSE CO., NO.  
4  
1907

LIBERTY HOSE CO., NO. 3  
1893

*Volunteers Since 1877*

FIRE PATROL  
1910

Keyport Post Office Box 221, Keyport, NJ 07735

April 26, 2021

RECEIVED  
APR 26 2021

BY: .....

Mayor and Council  
Borough of Keyport  
70 West Front Street  
Keyport, NJ 07735

Subject: Letter of Approval for Fireman's Fair Items

Dear Mayor and Council:

In connection with our Annual Fireman's Fair to be held July 5, 2021 – July 10, 2021, your approval for the following is respectfully requested:

1. Exclusive use of the Municipal Parking Lot referred to as the Firemen's Parking Lot located on West Front Street from set up day Thursday, July 1, 2021 through break-down day Sunday, July 11, 2021.
2. That the Borough close to through traffic, except for local residents and businesses, the section of American legion Drive from West Front Street to the entrance of the Municipal Parking Lot just beyond the waterfront gazebo from 1800 hours to 0000 hours (6 pm to midnight) beginning Monday, July 5 through Saturday July 10, 2021.
3. Suspension of the two-hour parking ordinance in the West Front Business District and suspension of the No Parking side of Beers Street to Elizabeth Street from Saturday, July 3 through Sunday July 11, 2021.
4. Use of Public Works equipment and DPW work force, during the period of July 5 through July 10, 2021, for removing solid waste and recyclables and equipment to and from Firemen's Parking Lot.

5. Kindly notify the Kiwanis that the flea market cannot be held during this period (July 3 through July 11, 2021), if applicable. Also, advise the KBBC that the Farmers' Market will need relocating or cancellation on Thursday, July 8, 2021, if applicable.

Your continued support and consideration of these requests are greatly appreciated. Should you have any questions, please feel free to contact me at (908) 601-2103.

Sincerely,

*David Olsen*

David Olsen  
2021 Fair Committee Chairperson

Copy to: Chief Shannon Torres  
R. Kutschman – DPW  
T. Vecchio – Fire Marshall  
G. Falco - Construction Official  
J. Delaney  
M. Clark  
D. Nellis  
L. Graham  
KBBC – Shauna Burlew

DO/dmy

174/21/2021 1:26 PM1:26 PMMichele Clark

Michele Clark

**From:** ABCDoNotReply@njoag.gov  
**Sent:** Wednesday, April 21, 2021 12:52 PM  
**To:** mclark@keyportonline.com  
**Subject:** NJ ABC - Permit Application for an event in your municipality.  
**Attachments:** layout.pdf



FOR ALL APPLICANTS: You are receiving a courtesy copy of your application.

FOR APPLICANTS OF COVID 19 EXPANSION OF PREMISES PERMIT : You are responsible for ensuring that your application has been endorsed by the Chief of Police and the Clerk of the municipality in which the expanded premises that is the subject of this application is located.

FOR APPLICANTS OF SOCIAL AFFAIR, CATERING, EXTENSION OF PREMISES AND LIMITED BREWERY OFF-PREMISES EVENT PERMITS FOR EVENTS TO BE HELD ON MUNICIPAL OR PRIVATE PROPERTY: You are responsible for ensuring that your application has been endorsed by the Chief of Police and the Clerk of the municipality in which the event that is the subject of this application.

FOR APPLICANTS OF TEMPORARY STORAGE PERMITS: You are responsible for ensuring that your application has been endorsed by the Chief of Police and the Clerk of the municipality that is the subject of this application.

FOR MUNICIPAL ISSUING AUTHORITIES: A Special Permit (Social Affair or Catering or Extension of Premises or Limited Brewery Off-Premises or COVID-19 EXPANSION OF PREMISES) has been applied for in your jurisdiction. Please login to the Division website to review the Permit Application and provide your Endorsement of the application by the noted due date. If you have any questions regarding the application, please contact the Division at 609-984-2830, and request to speak with a representative of the Permit Unit.

FOR APPLICANTS OF SOCIAL AFFAIR, CATERING, EXTENSION OF PREMISE AND LIMITED BREWERY OFF-PREMISES PERMITS FOR EVENTS TO BE HELD ON PROPERTY OR PREMISES THAT ARE OWNED BY OR UNDER THE CONTROL OF A STATE OR COUNTY ENTITY: You are responsible for obtaining the Endorsements of the Chief Law Enforcement Officer and Chief Administrative Official with jurisdiction over the property or premises on which the event that is the subject of this application will be held. For instructions on obtaining the required Endorsements, please scroll down to the end of this Notification.

FAILURE TO OBTAIN THE REQUIRED ENDORSEMENTS WILL RESULT IN DENIAL OF YOUR APPLICATION.

This notification is being sent to the following email addresses:

- mclark@keyportonline.com

- scdvp2018@gmail.com

|                   |                                          |
|-------------------|------------------------------------------|
| Permit Type:      | Social Affair                            |
| File Number:      | 433572                                   |
| Permittee:        | KEYPORT MATAWAN ELKS BPOE 2030           |
| License Number:   | 1322-31-015-002                          |
| Mailing Address:  |                                          |
| Physical Address: | 249 BROADWAY<br>KEYPORT, NJ 07735<br>USA |
| Contact:          | STEPHEN SZCZEPANIAK<br>(732) 264-6742    |

Applicant Email: scdvp2018@gmail.com

Additional Permit Information

County: 13 - MONMOUTH COUNTY

Municipality: 22 - KEYPORT BOROUGH

Was the Non-Profit Group/Organization formed as a Religious, Civic or Educational Entity?

Yes

Location

Location Description:

Keyport-Matawan Elks

Address:

249 Broadway

Keyport, NJ 07735

USA

Event Details

What is the specific event being held?

Live Music Charity Event

Event Dates

May 22, 2021 from 5:00 PM to 11:00 PM

Application Questions

Question 1:

Please supply the person's name and phone number to contact should there be any questions related to this application. NAME PHONE NUMBER

Response:

Stephen Szczepaniak 732-865-5861

Question 2:

Is the event premise owned by or under the control of a A) municipality, B) county, C) State or D) other? Please Identify the owner by one of the aforementioned codes. Provide the name of the owner, as well as a phone number for the owner and for what the premise is normally used.

Response:

no

Question 3:

By checking yes, the applicant is stating that they are in good standing and do not currently have their non-profit status revoked.

Yes / No Response:

Yes

Question 4:

Has the organization been issued a Social Affair Permit during the past three (3) years?

Yes / No Response:

Yes

Question 5:

Does the event premise hold an alcoholic beverage license or Winery Salesroom/Outlet issued by the New Jersey Division of Alcoholic Beverage Control?

Yes / No Response:

Yes

If yes, please provide the complete license number of the event premise. XXXX-XX-XXX-XXX

Response:

1322-31-015-001

Question 6:

For what purpose is the premise normally used for?

Response:

Social Club

Question 7:

Does the premise conduct mercantile business?

Yes / No Response:

No

Question 8:

How is a charge assessed? Ticket, contribution or other; please specify.

Response:

Ticket

|                    |                                                                                                                                                                                                                                                                                                             |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Question 9:        | Who is the recipient of the proceeds?                                                                                                                                                                                                                                                                       |
| Response:          | Elks Charities                                                                                                                                                                                                                                                                                              |
| Question 10:       | Will you be dispensing Wine?                                                                                                                                                                                                                                                                                |
| Yes / No Response: | Yes                                                                                                                                                                                                                                                                                                         |
|                    | What is the cup size?                                                                                                                                                                                                                                                                                       |
| Response:          | 6 oz                                                                                                                                                                                                                                                                                                        |
| Question 11:       | Will you be dispensing Malt Alcoholic Beverages(Beer)?                                                                                                                                                                                                                                                      |
| Yes / No Response: | Yes                                                                                                                                                                                                                                                                                                         |
|                    | What is the cup size?                                                                                                                                                                                                                                                                                       |
| Response:          | 16 oz                                                                                                                                                                                                                                                                                                       |
| Question 12:       | Will you be dispensing Distilled Spirits?                                                                                                                                                                                                                                                                   |
| Yes / No Response: | Yes                                                                                                                                                                                                                                                                                                         |
|                    | What is the cup size?                                                                                                                                                                                                                                                                                       |
| Response:          | 12 oz                                                                                                                                                                                                                                                                                                       |
| Question 13:       | How is the alcohol being obtained? Is it being donated or are you purchasing? Please explain:                                                                                                                                                                                                               |
| Response:          | Purchasing through our distributors                                                                                                                                                                                                                                                                         |
| Question 14:       | Who will be pouring the alcoholic beverages at the event?                                                                                                                                                                                                                                                   |
| Response:          | Elk certified bartenders                                                                                                                                                                                                                                                                                    |
| Question 15:       | How many people are expected to attend the event on a daily basis?                                                                                                                                                                                                                                          |
| Response:          | 150-200, or by state regulation maximum                                                                                                                                                                                                                                                                     |
| Question 16:       | What is the approximate age group of the attendees?                                                                                                                                                                                                                                                         |
| Response:          | 35-50                                                                                                                                                                                                                                                                                                       |
| Question 17:       | Will persons under the legal age to consume alcohol be in attendance?                                                                                                                                                                                                                                       |
| Response:          | no                                                                                                                                                                                                                                                                                                          |
| Question 18:       | Explain in DETAIL the security plans for the event. The plans should include the number of people checking for ID's, plans to prevent pass-offs to minors, the type of security at the event, the limit of alcoholic beverages per transaction, and any other relevant information pertaining to the event. |
| Response:          | There will be a 4ft high security fence around parking lot area with on entrance in for checkpoint and ID check.                                                                                                                                                                                            |

Wristbands will be given to anyone that is over 21 and pays for the event. There will also be members walking around throughout the event checking wristbands and making sure no one is there that should not be.

Question 19:

Is the event being handled by a third party, promoter, production company, or other entity?

Yes / No Response:

No

Question 20:

By selecting yes, you understand that gambling, mock gambling and gambling paraphernalia are not permitted on the premise licensed by the Special Permit unless otherwise approved by the Legalized Games of Chance Control Commission. Contact the Commission at (973) 273-8000

Yes / No Response:

Yes

Question 21:

Has this organization exceeded their limit of 12 Social Affair Permits for this calendar year?

Yes / No Response:

No

Question 22:

The Division must be notified for cancellation or rescheduling prior to the date of the event. Refunds will not be issued if cancellation is provided after the event date. Do you acknowledge the above statement and wish to submit your application.

Yes / No Response:

Yes

Question 23:

By checking "yes" to this question, you are stating that you have obtained the necessary consent from the person so authorized at the premises where the affair is to be held, including property under the control of a unit of government, municipality, county or State, a church; or premises under license or other privately owned facility.

Yes / No Response:

Yes

Question 24:

Provide the full name, title, phone number and e-mail address of the person who provided the applicant with approval for the event being held at the location specified.

Response:

Michael J Rose, Exalted Ruler, 732-673-9396,  
Michaeljrose16@gmail.com

Question 25:

For verification purposes, please supply the mailing address of the non-profit organization.

Response: 249 Broadway, Keyport NJ, 07735

Documents

See below for a list of documents attached to this email.

| Document Type               | File Name  | Upload Date  |
|-----------------------------|------------|--------------|
| Site Plan/Sketch of Premise | layout.pdf | Apr 21, 2021 |

SPECIAL NOTE TO ALL SOCIAL AFFAIR, CATERING, EXTENSION OF PREMISES AND LIMITED BREWERY OFF-PREMISES EVENT APPLICANTS FOR EVENTS TO BE HELD ON PROPERTY OR PREMISES OWNED BY OR UNDER THE CONTROL OF A STATE OR COUNTY ENTITY

- 1) If you identified in question two (2) above that the event will be held on property or at a premises which is either owned by or under the control of a County or State entity, you are required to obtain the Endorsements of the Chief Law Enforcement Officer and Chief Administrative Official with jurisdiction over the property on which the event is to be held.
- 2) This notification and all documents identified above must be submitted to the appropriate officials;
- 3) If the Chief Law Enforcement Officer or Chief Administrative Official objects to the application or seeks to impose Special Conditions on the requested permit, they shall provide, in writing, the reason(s) for the objections or Special Conditions.
- 4) The Endorsements required herein must be returned to the Division via email (NJABCPermits@njoag.gov) by no later than five business days prior to the date of the event. Counterparts of the Endorsements may be submitted, provided that both Endorsements are received by the Division no later than five business days prior to the date of the event.

THIS SECTION IS TO BE COMPLETED BY THE OFFICIALS OF THE COUNTY OR STATE ENTITY WITH JURISDICTION OVER THE PREMISES OR PROPERTY ON WHICH THE EVENT IS TO BE HELD

CERTIFICATION OF CHIEF ADMINISTRATIVE OFFICIAL AND CHIEF LAW ENFORCEMENT OFFICER:

I hereby certify that:

1. I have the authority to act on behalf of the State or County entity in this matter;
  2. I have reviewed the application submitted;
  3. I have considered any objections made to this application; and
  4. I have concluded that there are not more than 25 permits issued for the premises designated in this application for this calendar year.
- I further certify that the statements provided herein are accurate. If any of the foregoing statements are

willfully false, I am subject to punishment.

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Chief Administrative Official

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of State or County Entity: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Chief Law Enforcement Officer

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of State or County Entity: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

If there are any questions regarding the Certification section above, please contact the Division at 609-984-2830 and request to speak with a representative of the Permit Unit.

Thank you,

NJABC Permit Unit

Please note: Upon the request by the Division, original signatures must be provided.

**CONFIDENTIALITY NOTICE** The information contained in this communication from the Office of the New Jersey Attorney General is privileged and confidential and is intended for the sole use of the persons or entities who are the addressees. If you are not an intended recipient of this e-mail, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you have received this communication in error, please immediately contact the Office of the Attorney General at (609) 292-4925 to arrange for the return of this information.

INSIDE  
BAR

BATH ROOMS

EXIT

Q

Q

Q

Q

Q

Q

Q

Q

KITCHEN

STAGE

OUTSIDE  
BAR

FOOD

TICKETS

ID CHECK

w/ WRISTBANDS

1 FT  
TEMP  
FENCE  
AROUND  
LOT

SEATING

174/21/2021 3:20 PM3:20 PMMichele Clark

Michele Clark

---

**From:** ABCDoNotReply@njoag.gov  
**Sent:** Wednesday, April 21, 2021 1:08 PM  
**To:** mclark@keyportonline.com  
**Subject:** NJ ABC - Permit Application for an event in your municipality.  
**Attachments:** layout.pdf



FOR ALL APPLICANTS: You are receiving a courtesy copy of your application.

FOR APPLICANTS OF COVID 19 EXPANSION OF PREMISES PERMIT : You are responsible for ensuring that your application has been endorsed by the Chief of Police and the Clerk of the municipality in which the expanded premises that is the subject of this application is located.

FOR APPLICANTS OF SOCIAL AFFAIR, CATERING, EXTENSION OF PREMISES AND LIMITED BREWERY OFF-PREMISES EVENT PERMITS FOR EVENTS TO BE HELD ON MUNICIPAL OR PRIVATE PROPERTY: You are responsible for ensuring that your application has been endorsed by the Chief of Police and the Clerk of the municipality in which the event that is the subject of this application.

FOR APPLICANTS OF TEMPORARY STORAGE PERMITS: You are responsible for ensuring that your application has been endorsed by the Chief of Police and the Clerk of the municipality that is the subject of this application.

FOR MUNICIPAL ISSUING AUTHORITIES: A Special Permit (Social Affair or Catering or Extension of Premises or Limited Brewery Off-Premises or COVID-19 EXPANSION OF PREMISES) has been applied for in your jurisdiction. Please login to the Division website to review the Permit Application and provide your Endorsement of the application by the noted due date. If you have any questions regarding the application, please contact the Division at 609-984-2830, and request to speak with a representative of the Permit Unit.

FOR APPLICANTS OF SOCIAL AFFAIR, CATERING, EXTENSION OF PREMISE AND LIMITED BREWERY OFF-PREMISES PERMITS FOR EVENTS TO BE HELD ON PROPERTY OR PREMISES THAT ARE OWNED BY OR UNDER THE CONTROL OF A STATE OR COUNTY ENTITY: You are responsible for obtaining the Endorsements of the Chief Law Enforcement Officer and Chief Administrative Official with jurisdiction over the property or premises on which the event that is the subject of this application will be held. For instructions on obtaining the required Endorsements, please scroll down to the end of this Notification.

FAILURE TO OBTAIN THE REQUIRED ENDORSEMENTS WILL RESULT IN DENIAL OF YOUR APPLICATION.

This notification is being sent to the following email addresses:

- mclark@keyportonline.com

- scdvp2018@gmail.com

|                   |                                          |
|-------------------|------------------------------------------|
| Permit Type:      | Social Affair                            |
| File Number:      | 433585                                   |
| Permittee:        | KEYPORT MATAWAN ELKS BPOE 2030           |
| License Number:   | 1322-31-015-002                          |
| Mailing Address:  |                                          |
| Physical Address: | 249 BROADWAY<br>KEYPORT, NJ 07735<br>USA |
| Contact:          | STEPHEN SZCZEPANIAK<br>(732) 264-6742    |

Applicant Email: scdvp2018@gmail.com

Additional Permit Information

County: 13 - MONMOUTH COUNTY

Municipality: 22 - KEYPORT BOROUGH

Was the Non-Profit Group/Organization formed as a Religious, Civic or Educational Entity?

Yes

Location

Location Description:

Keyport-Matawan Elks

Address:

2249 Broadway

Keyport, NJ 07735

USA

Event Details

What is the specific event being held?

Bike run for charity

Event Dates

Aug 28, 2021 from 11:00 AM to 6:00 PM

Application Questions

|                    |                                                                                                                                                                                                                                                                                           |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Question 1:        | Please supply the person's name and phone number to contact should there be any questions related to this application. NAME PHONE NUMBER                                                                                                                                                  |
| Response:          | Stephen Szczepaniak, 732-865-5861                                                                                                                                                                                                                                                         |
| Question 2:        | Is the event premise owned by or under the control of a A) municipality, B) county, C) State or D) other? Please Identify the owner by one of the aforementioned codes. Provide the name of the owner, as well as a phone number for the owner and for what the premise is normally used. |
| Response:          | no                                                                                                                                                                                                                                                                                        |
| Question 3:        | By checking yes, the applicant is stating that they are in good standing and do not currently have their non-profit status revoked.                                                                                                                                                       |
| Yes / No Response: | Yes                                                                                                                                                                                                                                                                                       |
| Question 4:        | Has the organization been issued a Social Affair Permit during the past three (3) years?                                                                                                                                                                                                  |
| Yes / No Response: | Yes                                                                                                                                                                                                                                                                                       |
| Question 5:        | Does the event premise hold an alcoholic beverage license or Winery Salesroom/Outlet issued by the New Jersey Division of Alcoholic Beverage Control?                                                                                                                                     |
| Yes / No Response: | Yes                                                                                                                                                                                                                                                                                       |
|                    | If yes, please provide the complete license number of the event premise. XXXX-XX-XXX-XXX                                                                                                                                                                                                  |
| Response:          | 1322-31-015-001                                                                                                                                                                                                                                                                           |
| Question 6:        | For what purpose is the premise normally used for?                                                                                                                                                                                                                                        |
| Response:          | Social Club                                                                                                                                                                                                                                                                               |
| Question 7:        | Does the premise conduct mercantile business?                                                                                                                                                                                                                                             |
| Yes / No Response: | No                                                                                                                                                                                                                                                                                        |
| Question 8:        | How is a charge assessed? Ticket, contribution or other; please specify.                                                                                                                                                                                                                  |
| Response:          | ticket                                                                                                                                                                                                                                                                                    |

|                    |                                                                                                                                                                                                                                                                                                             |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Question 9:        | Who is the recipient of the proceeds?                                                                                                                                                                                                                                                                       |
| Response:          | Elks Charities                                                                                                                                                                                                                                                                                              |
| Question 10:       | Will you be dispensing Wine?                                                                                                                                                                                                                                                                                |
| Yes / No Response: | Yes                                                                                                                                                                                                                                                                                                         |
|                    | What is the cup size?                                                                                                                                                                                                                                                                                       |
| Response:          | 6 oz                                                                                                                                                                                                                                                                                                        |
| Question 11:       | Will you be dispensing Malt Alcoholic Beverages(Beer)?                                                                                                                                                                                                                                                      |
| Yes / No Response: | Yes                                                                                                                                                                                                                                                                                                         |
|                    | What is the cup size?                                                                                                                                                                                                                                                                                       |
| Response:          | 16 oz                                                                                                                                                                                                                                                                                                       |
| Question 12:       | Will you be dispensing Distilled Spirits?                                                                                                                                                                                                                                                                   |
| Yes / No Response: | Yes                                                                                                                                                                                                                                                                                                         |
|                    | What is the cup size?                                                                                                                                                                                                                                                                                       |
| Response:          | 12 oz                                                                                                                                                                                                                                                                                                       |
| Question 13:       | How is the alcohol being obtained? Is it being donated or are you purchasing? Please explain:                                                                                                                                                                                                               |
| Response:          | Purchasing through our distributors                                                                                                                                                                                                                                                                         |
| Question 14:       | Who will be pouring the alcoholic beverages at the event?                                                                                                                                                                                                                                                   |
| Response:          | Elks qualified bartenders                                                                                                                                                                                                                                                                                   |
| Question 15:       | How many people are expected to attend the event on a daily basis?                                                                                                                                                                                                                                          |
| Response:          | 200, or at state regulations for maximum occupancy                                                                                                                                                                                                                                                          |
| Question 16:       | What is the approximate age group of the attendees?                                                                                                                                                                                                                                                         |
| Response:          | 15-55                                                                                                                                                                                                                                                                                                       |
| Question 17:       | Will persons under the legal age to consume alcohol be in attendance?                                                                                                                                                                                                                                       |
| Response:          | yes                                                                                                                                                                                                                                                                                                         |
| Question 18:       | Explain in DETAIL the security plans for the event. The plans should include the number of people checking for ID's, plans to prevent pass-offs to minors, the type of security at the event, the limit of alcoholic beverages per transaction, and any other relevant information pertaining to the event. |
| Response:          | 4 ft security fencing will be placed around area to secure area. ID check point will be in place, and wristbands will be                                                                                                                                                                                    |

given out for under 21 with one color and over 21 with another. Security will be walking around through out the day checking for wristbands. anyone without will be asked to pay for a ticket or asked to leave. All security and bartenders will know which band is for the under 21. Anyone caught under 21 with alcohol will be asked to leave as well as the party that gave them the alcohol.

Question 19: Is the event being handled by a third party, promoter, production company, or other entity?

Yes / No Response: No

Question 20: By selecting yes, you understand that gambling, mock gambling and gambling paraphernalia are not permitted on the premise licensed by the Special Permit unless otherwise approved by the Legalized Games of Chance Control Commission. Contact the Commission at (973) 273-8000

Yes / No Response: Yes

Question 21: Has this organization exceeded their limit of 12 Social Affair Permits for this calendar year?

Yes / No Response: No

Question 22: The Division must be notified for cancellation or rescheduling prior to the date of the event. Refunds will not be issued if cancellation is provided after the event date. Do you acknowledge the above statement and wish to submit your application.

Yes / No Response: Yes

Question 23: By checking "yes" to this question, you are stating that you have obtained the necessary consent from the person so authorized at the premises where the affair is to be held, including property under the control of a unit of government, municipality, county or State, a church; or premises under license or other privately owned facility.

Yes / No Response: Yes

Question 24: Provide the full name, title, phone number and e-mail address of the person who provided the applicant with approval for the event being held at the location specified.

Response: Michael J Rose, Exalted Ruler, 732-673-9396,  
Michaeljrose16@gmail.com

Question 25: For verification purposes, please supply the mailing address of the non-profit organization.

Response: 249 Broadway, Keyport NJ, 07735

Documents

See below for a list of documents attached to this email.

| Document Type               | File Name  | Upload Date  |
|-----------------------------|------------|--------------|
| Site Plan/Sketch of Premise | layout.pdf | Apr 21, 2021 |

SPECIAL NOTE TO ALL SOCIAL AFFAIR, CATERING, EXTENSION OF PREMISES AND LIMITED BREWERY OFF-PREMISES EVENT APPLICANTS FOR EVENTS TO BE HELD ON PROPERTY OR PREMISES OWNED BY OR UNDER THE CONTROL OF A STATE OR COUNTY ENTITY

- 1) If you identified in question two (2) above that the event will be held on property or at a premises which is either owned by or under the control of a County or State entity, you are required to obtain the Endorsements of the Chief Law Enforcement Officer and Chief Administrative Official with jurisdiction over the property on which the event is to be held.
- 2) This notification and all documents identified above must be submitted to the appropriate officials;
- 3) If the Chief Law Enforcement Officer or Chief Administrative Official objects to the application or seeks to impose Special Conditions on the requested permit, they shall provide, in writing, the reason(s) for the objections or Special Conditions.
- 4) The Endorsements required herein must be returned to the Division via email (NJABCPermits@njoag.gov) by no later than five business days prior to the date of the event. Counterparts of the Endorsements may be submitted, provided that both Endorsements are received by the Division no later than five business days prior to the date of the event.

THIS SECTION IS TO BE COMPLETED BY THE OFFICIALS OF THE COUNTY OR STATE ENTITY WITH JURISDICTION OVER THE PREMISES OR PROPERTY ON WHICH THE EVENT IS TO BE HELD

CERTIFICATION OF CHIEF ADMINISTRATIVE OFFICIAL AND CHIEF LAW ENFORCEMENT OFFICER:

I hereby certify that:

1. I have the authority to act on behalf of the State or County entity in this matter;
2. I have reviewed the application submitted;
3. I have considered any objections made to this application; and
4. I have concluded that there are not more than 25 permits issued for the premises designated in this

application for this calendar year.

I further certify that the statements provided herein are accurate. If any of the foregoing statements are willfully false, I am subject to punishment.

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Chief Administrative Official

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of State or County Entity: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Chief Law Enforcement Officer

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of State or County Entity: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

If there are any questions regarding the Certification section above, please contact the Division at 609-984-2830 and request to speak with a representative of the Permit Unit.

Thank you,

NJABC Permit Unit

Please note: Upon the request by the Division, original signatures must be provided.

CONFIDENTIALITY NOTICE The information contained in this communication from the Office of the New Jersey Attorney General is privileged and confidential and is intended for the sole use of the persons or entities who are the addressees. If you are not an intended recipient of this e-mail, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you have received this communication in error, please immediately contact the Office of the Attorney General at (609) 292-4925 to arrange for the return of this information.

INSIDE  
BAR

BATHROOMS

EXIT

Q

Q

Q

Q

Q

Q

Q

Q

KITCHEN

STAGE

OUTSIDE  
BAR

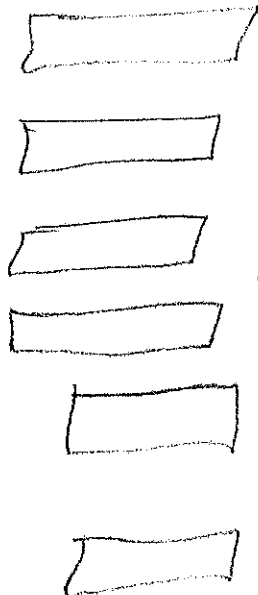
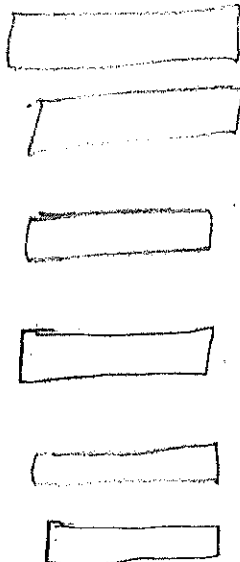
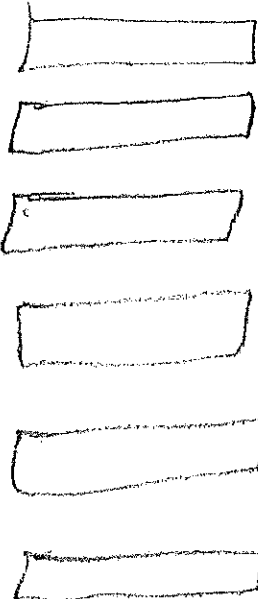
FOOD

TICKETS

ID CHECK

w/ WRISTBANDS

1 FT  
TEMP  
FENCE  
AROUND  
LOT



SEATING

Michele Clark

---

**From:** Mayor Collette J Kennedy <mayorkennedy@keyportonline.com>  
**Sent:** Friday, April 16, 2021 1:07 PM  
**To:** 'Lorraine Devizia'  
**Cc:** 'Shauna Burlew'; Delia Sosa McDermott; 'mclark'  
**Subject:** RE: Lorraine DeVizia- Resignation KBBC

Good Afternoon,

Message received. Thank you for the time you served on the KBBC Board.

Regards,

Collette J. Kennedy  
Mayor of Keyport Borough  
Office: (732) 739-5120  
Borough Cell: (732) 778-3297  
Email: mayorkennedy@keyportonline.com

Please Note: Email communications to or from this account are subject to Open Public Records Act (OPRA)

-----Original Message-----

**From:** Lorraine Devizia [mailto: [REDACTED]]  
**Sent:** Thursday, April 15, 2021 10:33 AM  
**To:** Mayor Collette J Kennedy <mayorkennedy@keyportonline.com>  
**Cc:** Shauna Burlew < [REDACTED] >; Delia Sosa McDermott <DMcdermott@keyportonline.com>; George McMorro [REDACTED]; Ann Boyce < [REDACTED] >; Stress Free Body < [REDACTED] >; c.sanborn [REDACTED]; memulcahy [REDACTED]; jmerla [REDACTED]  
**Subject:** Lorraine DeVizia- Resignation KBBC

Good morning,

Please accept this e-mail is my resignation from the KBBC.

Best wishes,

Lorraine DeVizia

## MONMOUTH COUNTY PLANNING BOARD

FREEHOLD • NEW JERSEY

JAMES GIANNELL  
Chairman



JOSEPH BARRIS, PP, AICP, CFM  
Director of Planning

RECEIVED  
APR 23 2021

BY: .....

April 20, 2021

Michele Clark  
Borough Clerk  
Borough of Keyport  
70 West Front St., 2<sup>nd</sup> Floor  
Keyport, NJ 07735

Dear Ms. Clark,

The enclosed Resolution 2021-41, "Resolution Approving the Borough of Keyport Revised Stormwater Control Ordinance" was adopted by the Monmouth County Planning Board at a Regular Meeting on April 19, 2021.

Very truly yours,

A handwritten signature in dark ink, appearing to read "JoAnn Denton", is written over a circular embossed seal.

JoAnn Denton  
Board Secretary

Enc.

**Resolution 2021- 41**

**RESOLUTION APPROVING THE BOROUGH OF KEYPORT REVISED  
STORMWATER CONTROL ORDINANCE**

Charles Casagrande offers the following Resolution and moves its adoption:

**WHEREAS**, Monmouth County Planning Board Resolution No.04-08 of February 17, 2004 created the Stormwater Technical Advisory Committee that serves as an advisory committee to the Monmouth County Planning Board in its review of stormwater management plans and stormwater control ordinances consistent with N.J.A.C 7:8; and

**WHEREAS**, in accordance with N.J.A.C. 7:8, as amended on March 2, 2020, all municipal stormwater control ordinances (SCOs) must be revised and be effective by March 3, 2021; and

**WHEREAS**, the Stormwater Technical Advisory Committee met on April 7, 2021 and reviewed the revised stormwater control ordinance adopted by The Borough of Keyport; and

**WHEREAS**, the Stormwater Technical Advisory Committee at the April 7, 2021 meeting found the ordinance to be consistent with N.J.A.C. 7:8, as amended, and recommended that The Borough of Keyport revised stormwater control ordinance be approved; and

**WHEREAS**, the Monmouth County Planning Board has reviewed and discussed the recommendation of the Stormwater Technical Advisory Committee.

**NOW, THEREFORE, BE IT RESOLVED** that the Monmouth County Planning Board does hereby approve of The Borough of Keyport revised stormwater control ordinance.

**BE IT FURTHER RESOLVED** that certified true copies of this Resolution be forwarded to the Monmouth County Planning Board's Stormwater Technical Advisory Committee and The Borough of Keyport.

Seconded by Commissioner Lillian G. Burry and adopted by the following roll call vote:

In the affirmative: Charles Casagrande, Judy Martinelly, Marcy McMullen, Joseph Ettore, James C. Schatzle, Commissioner Lillian G. Burry, Commissioner Ross F. Licitra, James Giannell

In the negative: None

Abstain: None

Absent: Jennifer DiLorenzo

I do hereby certify that the forgoing  
is a true copy of a Resolution adopted by  
the Monmouth County Planning Board  
at a meeting on April 19, 2021

  
JoAnn Denton

SECRETARY TO THE BOARD