

BOROUGH OF KEYPORT
REGULAR MEETING AGENDA
TUESDAY, OCTOBER 19, 2021 – 7:00 P.M.
MUNICIPAL COMPLEX, COUNCIL CHAMBERS
70 W. FRONT STREET, KEYPORT, NJ

CALL TO ORDER: PM

SUNSHINE LAW NOTICE:

ROLL CALL: ____ Mayor Kennedy ____ Council President Goode ____ Councilmember Pacheco
____ Councilmember Fotopoulos ____ Councilmember McDermott ____ Councilmember Davidson
____ Councilmember McNamara

As a courtesy to those around you, please silence your cell phones

PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

PROCLAMATION

Red Ribbon Month

PUBLIC COMMENT PORTION

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

Opened: Closed:

COMMITTEE REPORTS

(Councilmember is lead or co-lead liaison of Committees in bold)

Councilmember:

Goode: **Fire/First Aid/OEM/Redevelopment/Finance/Grants/Recreation/Senior Center**

Pacheco: **Police/MAC/Harbor/Complete Streets/Library Construction/Redevelopment/Public Works/Construction/ Fire Bureau/Property Maintenance/Zoning**

Fotopoulos: **Finance/Grants/Board of Health/Registrar/Recycling/Environmental/Complete Streets/Fire/First Aid/OEM**

McDermott: **Keyport Bayfront Business Cooperative/Neighborhood Preservation Program/Library Construction/Police/MAC**

Davidson: **Public Works/Construction/Fire Bureau/Property Maintenance/Zoning/Planning Board/Neighborhood Preservation Program**

McNamara: **Recreation/Senior Center/Green Team/Harbor/Board of Health/Registrar**

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.)

- R214-21 Payment of Bills for the October 19, 2021 Bills List
- R215-21 Amending Resolution #190-21 Authorizing Grant from Monmouth County Planning Board for the 2021 Park Improvement Project – *Cedar Street Park*
- R216-21 Authorizing the Borough of Keyport to Enter into the Developer's Agreement with PRC-ES Associates, LLC
- R217-21 Authorizing the Appointment of Two (2) Class I Special Law Enforcement Officers – *Victor Matay and Derek Martinez*
- R218-21 Authorizing the Appointment of a School Crossing Guard – *Eddie Becton*
- R219-21 Authorizing the Appointment of a Part-Time Code Enforcement Officer – *Keith Parella*
- R220-21 Authorizing the Appointment of a Part-Time Electrical Subcode Official and Electrical Inspector – *Jay Everard*
- R221-21 Authorizing the Purchase of Public Works Equipment through the Sourcewell Cooperative Purchasing Program
- R222-21 Authorizing the Purchase of a Police Vehicle and Related Equipment through the New Jersey State Cooperative Purchasing Program
- R223-21 Authorizing the Purchase of Fire Apparatus Equipment through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program
- R224-21 Authorizing the Award of a Contract for Improvements to Church Street
- R225-21 Resolution of the Borough of Keyport, County of Monmouth, Supporting the Transfer of the Assignment of a Financial Agreement from Bethany Manor to Bethany Manor Urban Renewal as Contract Purchaser

APPROVAL OF RESOLUTIONS

Motion on the Consent Agenda

MM: 2nd: Roll Call: Goode, Pacheco, Fotopoulos, McDermott, Davidson, McNamara

PUBLIC HEARING/ADOPTION OF ORDINANCE

1. Ordinance – Excluding Trucks Over Four Tons and Vehicles Over the Registered Gross Weight from Church Street and Osborn Street between East Front Street and Maple Place

The Clerk reads the Ordinance by Title: **ORDINANCE OF THE BOROUGH OF KEYPORT, COUNTY OF MONMOUTH, NEW JERSEY, AMENDING SCHEDULE VIII "TRUCKS OVER FOUR TONS AND VEHICLES OVER THE REGISTERED GROSS WEIGHT EXCLUDED" OF CHAPTER VII SECTION 4.1 OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF KEYPORT**

1a. Motion to Open Public Hearing:

MM: 2nd:

1b. Motion to adopt Ordinance:

MM: 2nd: Roll Call: Goode, Pacheco, Fotopoulos, McDermott, Davidson, McNamara

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

MM: 2nd: Ayes: Nays:

INTRODUCTION OF ORDINANCES

1. Ordinance – Refunding Bond Ordinance to Realize Interest Cost Savings for the Borough

The Clerk reads the Ordinance by Title: **REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF OUTSTANDING GENERAL OBLIGATION BONDS BY THE BOROUGH OF KEYPORT, APPROPRIATING \$1,050,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,050,000 REFUNDING BONDS OF THE BOROUGH TO FINANCE THE COST THEREOF**

1a. Motion to introduce:

MM: 2nd: Roll Call: Goode, Pacheco, Fotopoulos, McDermott, Davidson, McNamara

1b. Motion authorizing the Clerk to publish the Ordinance as introduced in the Asbury Park Press for a public hearing

MM: 2nd: Ayes: Nays:

2. Ordinance – Establishing Land Use Regulations and Licensing Requirements for Cannabis Businesses

The Clerk reads the Ordinance by Title: **AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTERS 25 “ZONING” AND 5 “LICENSES” OF THE CODE OF THE BOROUGH OF KEYPORT ESTABLISHING LAND USE REGULATIONS AND LICENSING REQUIREMENTS FOR CANNABIS BUSINESSES**

2a. Motion to introduce:

MM: 2nd: Roll Call: Goode, Pacheco, Fotopoulos, McDermott, Davidson, McNamara

2b. Motion authorizing the Clerk to publish the Ordinance as introduced in the Asbury Park Press for a public hearing

MM: 2nd: Ayes: Nays:

COMMUNICATIONS BY CONSENT

(For Approval)

1. Application for Membership in Lincoln Hose Company from Sean Walsh (subject to State approval) and notification that at the September 14, 2021 meeting the membership accepted the resignation of John Kovacs Jr. (deceased) as an active member

2. Amended Application requesting Use of Borough Property changing the date for a previously approved wedding ceremony to be held at the Waterfront Park Gazebo from Sunday, October 17, 2021 at 1:45PM to Sunday, October 24, 2021 at 1:45PM
3. Request from Chief Borsari for the Fire Department to hold their annual inspection at Fireman's Lot on November 6, 2021 at Noon. In the event of inclement weather, the inspections will be held inside the individual buildings and they shall travel as a group (Borough Officials, Chiefs and guests).

(To Receive and File)

4. Email from Harbor Commission Chairperson requesting consideration of the proposed draft bylaws.

APPROVAL and/or RECEIPT AND FILE OF COMMUNICATIONS

Motion on Communications by Consent

MM: 2nd: Roll Call: Goode, Pacheco, Fotopoulos, McDermott, Davidson, McNamara

MINUTES FOR APPROVAL

October 5, 2021 Regular Meeting

MM: 2nd: Ayes: Nays:

REPORTS

1. Municipal Clerk's Report for September 2021
2. Tax/Water/Sewer Collector's Report for September 2021
3. Board of Health Treasurer's Report for September 2021
4. Building Department Monthly Report for September 2021
5. Municipal Court Monthly Report for September 2021
6. Keyport Fire Department PIO/PR Report for September, 2021

MM: 2nd: Ayes: Nays:

NEW BUSINESS

UNFINISHED BUSINESS

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: Closed:

ADJOURNMENT

Motion to Adjourn moved by: 2nd:
Time of Adjournment: PM

R214-21

RESOLUTION FOR THE PAYMENT OF BILLS

10/19/21

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. 2020	\$ 443.00
	CURRENT ACCT. 2021	\$ 2,333,117.85
	WATER/SEWER ACCT. 2021	\$ 127,643.11
	ANIMAL CONTROL TRUST	\$ 1,400.00
	GENERAL CAPITAL FUND	\$ 20,941.80
	FEDERAL & STATE GRANTS	\$ 620.00
	TRUST OTHER	\$ 9,068.86
	REC. BAYFRONT IMPROVEMENT	\$ 9,141.00
	BOARD OF REC. COMM TRUST	\$ 6,213.50
	OPEN SPACE TRUST	\$ 3,507.50
	WATER/SEWER CAPITAL FUND	\$ 9,902.25
	DEVELOPER ESCROW	\$ 11,648.27

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**AMENDING RESOLUTION #190-21 AUTHORIZING GRANT FROM MONMOUTH COUNTY PLANNING BOARD FOR THE 2021 PARK IMPROVEMENT PROJECT**

WHEREAS, the Monmouth County Board of Chosen Freeholders has approved an Open Space Trust Fund and established a Municipal Open Space Program to provide Program Grant funds in connection with municipal acquisition of lands for County park, recreation, conservation and farmland preservation purposes, as well as for County recreation and conservation development and maintenance purposes; and

WHEREAS, the Governing Body of the Borough of Keyport desires to obtain County Open Space Trust Funds in the amount of \$240,000 to fund the 2021 Park Improvement Project for improvements to Cedar Street Park, located on Cedar St, Keyport, NJ 07735 (Block 137, Lot 6); and

WHEREAS, the Borough of Keyport previously adopted Resolution #190-21 dated August 17, 2021, which authorized a grant from the Monmouth County Planning Board for the 2021 Park Improvement Project; and

WHEREAS, due to a clerical error, Resolution #190-21 incorrectly stated that the total project cost was \$240,000 instead of \$480,000; and

WHEREAS, the Borough of Keyport desires to amend Resolution #190-21 to correctly reflect a total project cost of \$480,000.

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. Resolution #190-21 is hereby amended to reflect a total project cost of \$480,000. Except as expressly amended herein, all other terms of Resolution #190-21 remain in full force and effect.
3. This resolution shall take effect immediately.

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 October 19, 2021.

Michele Clark, RMC
Borough Clerk

2021 Application Deadline: 4:00 pm on September 16, 2021

Official Use

Date Received: _____

Application #: _____

**Monmouth County Municipal Open Space Grant Program
Application Cover Page & Checklist**

Note: One hard copy of the application containing the required original documents as detailed in the application, along with an electronic copy should be submitted by the deadline. The hard copy must be postmarked or delivered to the Acquisition and Design Office of the Monmouth County Park System at Thompson Park in Lincroft on or before the deadline.

All information contained in this cover page & the checklist must be completed and submitted for the application to be accepted. Submissions lacking an authorizing resolution will be deemed ineligible. Please note that electronic application still requires the submission of select documents as hard copy originals sent via regular mail to the grant program office.

Applicant Information

Name of Municipality: Borough of Keyport

Municipal Contact Person (same name and title as identified in resolution): _____
Jay Delaney, Borough Administrator

Mailing Address: 70 West Front Street, Keyport, NJ 07735

Telephone No.: 732-739-5123

Email Address: administrator@keyportonline.com

Person authorized to sign necessary documents. (same name and title as identified in resolution):
Jay Delaney, Borough Administrator

Project Information

Project Name: 2021 Park Improvement Project

Type of Project: _____ Acquisition ☒ _____ Development

Address: Cedar St, Keyport, NJ 07735

Block(s): 137 Lot(s): 6 & 16 Acres: 3.36

Total Project Cost: \$480,000.00

Funding Request (round to nearest \$1,000): \$240,000.00

***For Development Projects the entire park is the project area. Be sure to include all Block and Lots for the entire park/project area.

Formatting Requirements

- The Application Cover Page should appear as the first page of the application.
- The Application Content must conform to the outline structure of the Application Checklist by containing the four main sections (3.C.1-4) and related subsections.
- The Application Content should not exceed 5 pages in length excluding maps and other supporting documentation.
- Proposals should be submitted in an 11-point font on letter size paper.
- One (1) copy of the complete hard copy application with original documents and any and an electronic copy of the full application are required. For acquisition projects, one copy of the appraisal(s) is required.

RESOLUTION #___-21
AUTHORIZING THE BOROUGH OF KEYPORT TO
ENTER INTO THE DEVELOPER'S AGREEMENT WITH
PRC-ES ASSOCIATES, 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, PRC-ES Associates, LLC (the "**Developer**"), a developer seeking to construct a twenty-six (26) unit residential townhome development upon the property known as Block 22, Lots 12.01, 19 and 20 on the Borough's tax map (the "**Property**"); and

WHEREAS, Developer applied to the Unified Planning Board of the Borough of Keyport (the "**Planning Board**") for minor subdivision and major site plan approval for its development of the Property; and

WHEREAS, the Planning Board conditioned its approval of the site plan on Developer entering into a Developer's Agreement setting for various conditions related to Developer's development of the Property; and

WHEREAS, the Borough and Developer negotiated a Developer's Agreement outlining the conditions for Developer's development of the Property.

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 Mayor of the Borough, the Borough Administrator and other reasonably necessary personnel are hereby authorized and directed to execute and enter into the Developer's Agreement with Developer, substantially in the form on file with the Borough Clerk, subject to such additions, deletions, modifications or amendments deemed necessary by the Mayor of the Borough in his 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 Agreement.
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. A copy of this Resolution shall be available for public inspection at the offices of the Borough Clerk.
5. 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 October 19, 2021.

Michele Clark, RMC
Borough Clerk

Record and Return to:

Leslie G. London, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068

DEVELOPER'S AGREEMENT

(Block 22, Lots 12.01, 19., and 20 on the tax maps of
the Borough of Keyport, Monmouth County)

THIS DEVELOPER'S AGREEMENT (hereinafter referred to as the "Developer's Agreement"), is made and executed this ___ day of _____, 2021, by and between:

The Borough of Keyport
70 West Front Street
Keyport, New Jersey 07735

and

PRC-ES Associates, LLC
141 West Front Street, Suite 410
Red Bank, New Jersey 07701

Affecting all or a portion of real estate known as Block 22, Lots 12.01, 19, and 20 on the Keyport Borough Tax Map, and more commonly known as the properties located at 160 West Front Street, Keyport, New Jersey and 156-158 West Front Street, Keyport, New Jersey (collectively the "Property"), as more particularly described on the metes and bounds description attached hereto and made a part hereof as **EXHIBIT A**; and

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

WHEREAS, PRC-ES Associates, LLC (the "Developer") is the developer of the Property, which is located in the area subject to the Longview Boatworks Redevelopment Plan dated April 28, 2016 (the "Redevelopment Plan"); and

WHEREAS, the Developer applied to the Unified Planning Board of the Borough of Keyport (the "Board"), requesting final minor subdivision and major site plan approval for the Property to construct a residential development consisting of twenty-six (26) new market rate townhomes including parking and related on-site improvements on the Property (Planning Board Application No.: 16-03), (the "Project"); and

WHEREAS, the Board took jurisdiction and conducted a public hearing on the Developer's application at its meetings on October 27, 2016 wherein the Board considered Developer's application and the Board voted to grant such approvals, which was memorialized by way of written Resolution adopted by the Board on December 8, 2016 (the "Resolution"). A copy of the Resolution granting the above-referenced approvals are made part of this Developer's Agreement and attached hereto as **EXHIBIT B**; and

WHEREAS, the Developer submitted and the Board approved the following plans:

Final Minor Subdivision and Major Site Plan (15 sheets), prepared by Keith B. Smith, P.E., P.PP. of French & Parrello dated June 23, 2016;

(hereinafter collectively referred to as the "Approved Plans," as same may be further revised and amended) copies of which are attached hereto as **EXHIBIT C** and are made a part of this Developer's Agreement by reference as though fully set forth at length herein; and

WHEREAS, the Board has approved the application of Developer subject to conditions set forth in the approval of the application (the "Approval"); and

WHEREAS, on August 31, 2016, the Borough, acting as a Redevelopment Agency, pursuant to the provisions of the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, et seq.) (the "LRHL"), entered a Redevelopment Agreement with the Developer (the "Redevelopment Agreement"); and

WHEREAS, the Developer, its duly authorized agent(s) or its assignees(s), are required to enter into this Developer's Agreement with the Borough prior to the commencement of any on-site construction, pursuant to Section 25:1-20 of the Borough Code of General Ordinances ("Borough Code"); and

WHEREAS, the Approval calls for satisfaction of outstanding planning and engineering review comments and recommendations, as contained in the Board's Planning Consultant's ("Planning Consultant") report and Engineering Consultant's ("Engineering Consultant") reports, all of which are made a part of this Developer's Agreement as though set forth fully at length herein; and

WHEREAS, the Approval calls for certain conditions and the Developer has agreed to construct these conditions pursuant to the conditions as set forth in the Resolution and the representations made to the Board, all of which are made a part of this Developer's Agreement, as though set forth fully at length herein; and

WHEREAS, the Approval requires, and the Developer has agreed, in accordance with the Borough Code, that the Application meet certain conditions prior to being provided with approval to commence on-site construction.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, understandings, and agreements herein contained herein, and the sum of one (\$1.00) dollar in lawful money of the United States of America, the receipt and sufficiency of which is hereby acknowledged by each party, and for good and valuable consideration, the parties, their successors, and assigns, agree as follows:

1. **Application of the Agreement.** The terms and conditions of this Developer's

Agreement shall be applicable to the Property and the Project, and any off site or off tract

improvements relating to the Project. This Developer's Agreement shall apply only to this Project by the Developer. This Developer's Agreement shall not abrogate or amend the Redevelopment Agreement, a copy of which is annexed hereto as **EXHIBIT D** and are made a part of this Developer's Agreement by reference as though fully set forth at length herein. In the case of any conflict between the Developer's Agreement and the Redevelopment Agreement, the Redevelopment Agreement shall prevail.

2. **Developer Bound.** The Developer agrees to be bound by the Approval, and all representations, commitments, matters of fact and matters of law which constitute the file and record of the Board, oral and written, all of which are made a part of this Developer's Agreement by reference hereto as though fully set forth herein, and it will faithfully discharge all of the obligations and commitments thereof.
3. **Construction Subject to Ordinances.** The Developer shall construct and design all improvements in accordance with the specifications of the Land Use Ordinances of the Borough, in existence at the time the Board approved the Project, in a manner reasonably satisfactory to the Borough engineer ("Borough Engineer") and in accordance with the improvements set forth on the Approved Plans. Developer shall perform all work in full compliance and observation of all ordinances of the Borough. The Developer shall be responsible for securing any and all permits required by law including, but not limited to, road opening permits and any and all other permits required by the ordinances of the Borough and to pay the requisite fees called for under the appropriate fee schedules.
4. **Performance Guarantees.** Prior to commencing construction, and the issuance of the initial construction permit, Developer (in this paragraph only the term "Developer" shall

mean the Developer and/or third parties on behalf of the Developer, such as the Developer's General Contractor) shall provide the following:

- a. A performance guarantee in the amount of **\$34,080.00** for the installation of improvements identified on the Approved Plans (the "Performance Guarantee"). The Performance Guarantee may be released by resolution of the Borough, and in accordance with the terms of N.J.S.A. 40:55D-53 (the "Municipal Land Use Law" or "MLUL"), upon partial or complete construction as provided in N.J.S.A. 40:55D-53, and the posting and acceptance of a maintenance bond, as may be required by the Borough. The Performance Guarantee shall be provided by the Developer to the Borough in a form acceptable to the Borough Attorney, and in accordance with the estimates issued by the Borough Engineer, attached hereto as **EXHIBIT E** and made a part hereof. The Performance Guarantee shall be comprised of cash or the following:
 1. a letter of credit, surety bond or certified check in the amount of **\$30,672.00**.
 2. a cash deposit or certified check in the amount of \$3,408.00 constituting ten (10%) percent of the Performance Guarantee.
- b. Inspection fees in the amount of **\$39,720.39**. In accordance with Section 53h. of the MLUL, the Developer shall have the option of paying the inspection fees in four installments. The initial amount deposited by the developer shall be 25% of the inspection fees. When the balance of the deposit drops to 10% of the inspection fees because the amount deposited has been reduced by the amount paid to the municipal engineer for inspection, the developer shall make additional deposits of 25% of the inspection fees

Every bond, whether cash or surety, shall contain a clause to the effect that a determination made by the Borough Engineer that the principal has defaulted in the performance obligations shall be binding and conclusive upon the surety and the principal. The Developer and/or third parties on behalf of the Developer may object by formal written notice and/or cure said default within ten (10) days after being notified in writing, by certified mail, of the Borough Engineer's determination of default. The cash portion may be utilized by the Borough upon default of the Developer, and/or third

parties on behalf of the Developer, to cure any defect or breach under this Developer's Agreement. Sureties shall be instructed to indicate that the guarantee automatically continues if the work is not completed by the stated expiration date. In addition, all taxes, assessments, escrows and fees for the Property must be paid prior to the release of the Performance Guarantee. The amount of the Performance Guarantee may be reduced in accordance with the provisions of N.J.S.A. 40:55D-53 when portions of improvements have been completed and accepted. The Performance Guarantee shall be fully released when all improvements have been complete and accepted and Developer has posted the Maintenance Guarantee required under Paragraph 18 of this Agreement.

5. **Replacement Bond.** (In this paragraph only, the term "Developer" shall mean the Developer and/or third parties on behalf of the Developer, such as the Developer's General Contractor)
- a. In the event that any insurance company, financial institution or other entity issuing a Performance Guarantee hereunder shall be subject to a reorganization, rehabilitation, other action whereby a state or federal agency has taken over management of the entity, or, if in the reasonable opinion of the Borough, the circumstances and condition of the entity results in the Borough declaring that it believes that its interests are jeopardized, within forty-five (45) days of such written notification, the Developer and/or third parties on behalf of the Developer shall replace the Performance Guarantee(s). If requested by the Developer and/or third parties on behalf of the Developer, the Borough shall adopt a resolution conditionally releasing the jeopardized Performance Guarantee(s) subject to the posting of satisfactory substitute guarantee(s).
 - b. In the event any Performance Guarantee shall lapse, be cancelled or withdrawn or otherwise not remain in full force and effect, the Developer and/or third parties on behalf of the Developer, until an approved replacement guarantee has been deposited with the Borough, will, if required by the Borough Engineer, cease and desist any and all work on bonded improvements unless the required improvements under the Board approval and this Developer and/or third parties on behalf of the Developer's Agreement have been completed and approved by the Borough Engineer.

6. **Engineering Escrow.** The Developer shall deposit with the Borough inspection fees in accordance with the Keyport Borough Code and Paragraph 4(b) hereof prior to the issuance of any building permit.
7. **Legal Fee Escrow.** Over and above any costs associated with filing fees, the Developers shall pay the sum of One Thousand Five Hundred (\$1,500.00) Dollars to the Borough which shall be held in escrow for the Borough's legal fees related to this Project. Such escrow deposit is to cover the legal costs associated with the review of applications, both as to completeness and as to content; for the review and preparation of documents, including, but not limited to; drafting resolutions, ordinances, easements, this Developer's Agreement, and any necessary correspondences with Developer, Developer's professionals, the Borough and/or its professional personnel, including, but not limited to, the Borough Engineer. The Borough Attorney will bill the Developer at the same hourly rate and in the same manner as it bills the Borough. Said monies will be held and administered in accordance with Section 53.1 and 53.2 of the MLUL and its subsections.

Upon completion of all improvements at the Project, should any deposit monies be left over in escrow, the unused balance shall be paid to Developer in accordance with Section 53.2(d) of the MLUL. Alternatively, should there be a shortage of funds in escrow to cover the legal described herein, the Developer shall pay the additional amount as certified by the Borough Chief Financial Officer.

8.

Borough Fees. The following fees shall be posted by the Developer:

- a. Prior to connecting to the Borough's water and sanitary sewer system, the Developer shall provide the following:
1. Water connection fee in the amount of \$45,750.
 2. Sanitary Sewer connection fee in the amount of \$31,550.

3. Water meter fee for provision of and installation of water meters for each unit in the amount of \$7,670.

9. **Building Permit.** In consideration of the execution of this Developer's Agreement, the posting of the guarantees and deposits as herein required, and after complying with the terms and conditions of the Approval with respect to this Project, including, but not limited to, satisfaction of the conditions precedent for the issuance of a building permit, Developer shall be entitled to a building permit for this Project after proper application has been made to the Construction Official of the Borough and subject to this Developer's Agreement and all laws, rules and regulations applicable to this Project.
10. **General Provisions.** It is further understood and agreed between the parties hereto as follows:
 - a. The Developer will comply with the Land Development Ordinances of the Borough of Keyport and all other applicable ordinances of the Borough.
 - b. The Developer agrees to place all new on-site utilities underground.
 - c. Road excavation and grading operations, if any, shall be under the supervision of a licensed professional engineer so that rainfall run-off will not create serious problems or erosion flooding or the deposit of mud and debris on abutting properties. Said engineer shall advise the Borough Engineer of the measures to be taken that will afford this protection.
 - d. Connections to existing sanitary sewers shall be plugged at the start of construction and shall not be opened until the line has passed a leakage test and has been inspected and approved by the Borough Engineer or her/his authorized agent.
 - e. Where required by the Construction Code Official and Borough Engineer, a site access plan shall be submitted before issuance of a building permit in order to ensure adequate means of ingress and egress to the Property.
 - f. The Developer shall include within its maintenance bond all landscaping.
 - g. No construction vehicles and equipment shall park on existing Borough streets. Hours of construction, including, installation of any improvements, shall be 7:00

a.m. to 7:00 p.m., Monday through Friday and 8:00 a.m. to 7:00 p.m. on Saturday, unless required by outside agencies. There shall be no construction on Sunday.

- h. The Developer shall provide for the use by all persons employed in the construction of all of the aforesaid improvements easily accessible toilet facilities. Such toilet facilities shall be installed within twenty-four (24) hours of the commencement of the construction of the Project, and their use shall be terminated within twenty-four (24) hours of completion of the Project and upon approval of the Board of Health.
- i. The Developer shall obtain all approvals required from any other governmental agencies with jurisdiction relating to the Developer's Project. The Developer shall be required to implement the Soil Erosion and Sediment Control Plan prior to the commencement of site construction.
- j. The Developer shall construct the Project in accordance with the Approved Plans to reflect the requirements of the Approval and consistent with Paragraph 3 of this Agreement.
- k. Prior to site disturbance, the Developer shall have a pre-construction meeting with the Borough Engineer and submit an Affidavit of Compliance demonstrating compliance with all of the conditions of approval and possession of all necessary governmental approvals. The Affidavit of Compliance shall list the approvals required and obtained and separately identify each condition that is satisfied or is being satisfied.
- l. Developer shall comply with all requirements of all ordinances of the Borough and all proper recommendations of the Borough Engineer and the Borough Board of Health.
- m. Developer shall obtain any permits or approvals required from Freehold Soil Conservation District, if applicable; and shall obtain any approvals or permits required from the New Jersey Department of Environmental Protection, including, but not limited to, sanitary sewer, if required.
- n. Developer shall comply with all reports, if any, of the Borough Department of Public Safety, Division of Fire; Department of Public Safety, Division of Police; and Division of Health.
- o. Developer shall comply with any and all other Municipal, County, State and Federal regulations, including the New Jersey Department of Transportation, if required, and shall obtain all necessary approvals prior to the commencement of construction and shall secure such other approvals or permits required from all agencies, boards or bodies having jurisdiction over the Application or over the Property.

11. **Drainage and Grading.** Drainage and grading shall be as follows:

- a. All springs with water emanating therefrom shall be piped to the nearest available storm sewer or as otherwise set forth in the Approved Plans in a manner approved in writing by the Borough Engineer.
- b. The Developer will ensure that all areas in the Project will be properly graded and properly drained and will in this regard obey all reasonable instructions of the Borough Engineer relating thereto to assure compliance with the grading and drainage provisions approved by the Board.
- c. The Developer shall ensure that no stumps, dead trees or debris related to or resulting from the construction of the Project are deposited on or permitted to remain on any portion of the Property, and that no stumps, dead trees or debris are deposited below the surface of the earth.
- d. In the event that any drainage problem is created on adjoining properties by the development of this Project, corrective measures shall be taken within the area limits of the Project, at such places and in such manner as the Borough Engineer may reasonably require.
- e. Prior to construction the Developer and the Borough Engineer shall examine the Borough's storm sewers that may be affected by this construction, if any, in order to determine whether there is any additional soil or debris to be removed after the completion of construction. Subsequently, the Developer will remove silt deposited in the Borough's storm sewers, brooks and catch basins or other drainage areas resulting from the wash down of soil or debris in the course of the construction. Any reasonable instructions given by the Borough Engineer to prevent such wash down shall be promptly carried out.
- f. There shall be no building permits issued or impervious surfaces (excluding curbs) constructed until sufficient detention facilities and drainage improvements are constructed and operational in accordance with the soil erosion sediment control plan.

12. **Conditions of Approval.** The Developer shall also comply with the following terms and conditions in connection with the Approval, along with any variances or waivers granted by the Board and as set forth in the Approval, including, but not limited to:

- a. The Developer agrees to satisfy outstanding planning and engineering review comments and recommendations, if any, contained within the Board's professional's "Initial Completeness Review, Engineering Review, Fee Determination and Remaining Conditions Review" letter dated October 21, 2016,

attached hereto as **EXHIBIT F** and made a part hereof, and as may thereafter be amended or reissued for Approval compliance.

- b. Pursuant to Section 25:1-20 of the Borough Code, the Developer will enter into this Developer's Agreement with the Borough prior to the commencement of any on-site construction. The sequence of construction of the approved development shall be in accordance with the construction sequencing as contained in the final revised and approved version of the Approved Plans as attached hereto as **EXHIBIT C**, which is made a part of this Developer's Agreement as though set forth fully at length herein.
- c. The Developer shall post any required guarantee or bond to cover a portion of the cost to replace any tree being installed on-tract as part of the approved application that dies or becomes damaged, as applicable.
- d. This Developer's Agreement is contingent upon the Developer having paid all outstanding taxes, municipal charges, application fees and escrow fees and any such fees which may become due after the execution of this agreement, but for connection fees, which shall be paid at the time of connection.
- e. All the conditions contained in the Approval of the Board and in the record or the proceedings before the Board, including any agreements made by the Developer were essential to the Board's decision to grant the Approval and the Borough decision to approve this Developer's Agreement. The development of the Property shall be implemented in accordance with the Approved Plans. In the event the Developer shall make or propose any changes to the Project or structures on the Property from those shown on the Approved Plans, whether such changes are voluntarily undertaken or required by any other regulatory agency, Developer shall resubmit such changes to the Board for review and determination, unless the Borough agrees in its sole discretion that such change can be handled administratively.
- g. Developer shall be responsible for the payment of any applicable residential affordable housing development fees pursuant to the Keyport Borough Code, which requires residential developers within all zoning districts to pay a fee of one (1%) percent of the equalized assessed value or increase in equalized assessed value for residential development, provided no increased density is permitted.
- h. Prior to performing any required road improvements to the adjoining roads, if any, the Developer shall submit to the Borough a plan for traffic control during the installation of the improvements, which must be approved by the Borough prior to the improvement's commencement.
- i. All improvements and other amenities such as curbs, gutters, sidewalks, underground storm water management system, *etc.* shall be constructed in accordance with the applicable Residential Site Improvement Standards, as and if

applicable, all Borough Standards and all applicable building codes in a professional and workmanlike fashion.

- j. Developer shall obtain approvals of any other governmental agency having jurisdiction over the site's approval, including, but not limited to, the Department of Environmental Protection's wetlands permit, as required.

13. **Maintenance of Property.** During the course of construction and until the time of final acceptance of improvements, Developer shall:

- a. Except as reasonably necessary during construction, keep the Property reasonably free of dirt, stone, mud and other debris, and further agrees to use every effort to prevent dust from blowing on any neighboring properties in the Borough;
- b. Keep any streets or roadways, whether Borough, County or State owned, or whether under construction, used by trucks or equipment of the Developer or his agents, reasonably clean; and
- c. Maintain and keep all storm drainage within the Property free from accumulation of debris and leaves. "Final acceptance of improvements" for the purpose of this provision is deemed to be the date upon which the improvements are accepted by the Borough Council of the Borough of Keyport and the final maintenance guarantees for same are posted with the Borough.

14. **Borough Observation, Access and Inspections.** The Borough, its consultants, employees and agents, shall be given free access to observe construction of the subject Project, including, but not limited to, roadways, sanitary sewers/septics, water mains/wells, storm sewers, landscaping for buffer areas, street lighting, woodland management and appurtenances associated with the Approved Plans, provided the Borough shall use reasonable care not to interfere with any construction activities. The purpose of such observations shall be limited to providing the Borough with a greater degree of confidence that such improvements will be constructed in accordance with the Developer's Approved Plans. The Borough, or its representatives, consultants, employees or agents, shall not supervise, direct or have control over the Developer's work during such observations, nor as a result thereof, shall they have authority over or responsibility

for the means, methods, techniques, sequences or procedures of construction selected by the Developer for safety precautions and programs incident to the work of the Developer or for any failure of the Developer to comply with applicable laws, rules, regulations, ordinances, codes or orders. The Developer is not an agent or employee of the Borough.

15. **Stormwater Management System.** The Developer shall, construct, manage and maintain all storm water management systems and facilities and shall continue to manage, maintain and keep in good repair such systems and facilities so long as such systems and facilities are used or exist, and in accordance with the Keyport Borough Code and applicable New Jersey Department of Environmental Protection (the "N.J.D.E.P.") rules and regulations or similar governmental or quasi-governmental rules and regulations as may be amended from time to time.
16. **Withholding Permits/Certificates of Occupancy.** Developer understands and agrees that in the event it is in violation of any of the terms of this Developer's Agreement, the Borough may, in its sole discretion, upon written notice to Developer with a reasonable opportunity to cure, withhold the issuance of any further building permit(s) and/or certificate(s) of occupancy for each phase of construction, as applicable, until the violation has been corrected.
17. **Completion of improvements.** All improvements contemplated in this Developer's Agreement and in the Approval shall be performed and completed to the satisfaction of the Borough Engineer and Construction Code Official within a period of two (2) years from the date of the issuance of the first building permit or site disturbance, or such additional periods of time as may be granted by the Borough in accordance with Section 52 of the MLUL, and prior to the issuance of a Certificate of Occupancy, pursuant to the

terms and conditions of the Approval. In the event of an extension, the Borough may annually review the amount of the Performance Guarantee with regard to its sufficiency to ensure faithful completion of remaining required improvements and if found insufficient, may require the Developer to increase the amount of the Performance Guarantee. In the event the aforesaid improvements are not completed within that period, or the time period as extended hereunder, the Borough reserves the right to not issue any certificate(s) of occupancy or building permit(s) for the subject Property, and the Developer hereby authorizes the Borough to utilize so much of the Performance Guarantee deposited herewith to complete all of the said improvements in accordance with the applicable ordinances, rules, regulations, standards and specifications of the Borough. In the event the cost of completing said improvements exceed the amount deposited herewith, the Developer shall be liable to the Borough for any such excess and its obligations under the within Developer's Agreement shall continue in full force and effect until full payment is made. The issuance of a certificate of occupancy by the Borough within the two (2) year period shall not be deemed a waiver for defects ascertained during said period or subsequent thereto.

18. **Maintenance Guarantee.** (In this paragraph only the term "Developer" shall mean the Developer and/or third parties on behalf of the Developer, such as the Developer's General Contractor). Upon completion of the construction of the improvements, including any required landscaping, and prior to the release of the Performance Guarantee, the Developer shall post maintenance guarantees with the Borough, in accordance with Section 53 of the MLUL, appropriately secured in form and conditioned on the Developer maintaining all of such improvements for a period of two (2) years

therefrom. Upon posting and acceptance of said maintenance guarantee, the Performance Guarantee shall be released by the Borough.

19. **Release of Plans.** Any payments of fees and posting of bonds or other Performance Guarantee required to be performed by the Developer in this Developer's Agreement, unless specifically set forth herein otherwise, shall be done and/or performed prior to the signing of the Approved Plans for release to the Developer for issuance of Building Permits.
20. **Assignment/Sale of Property.** In the event the Property and Approved Plans are sold or otherwise conveyed by this Developer prior to the installation of all improvements, the Developer and the subsequent developer must execute an Assignment and Assumption Agreement, in writing, and in a form which is acceptable to the Borough Attorney, with regard to conditions, covenants and agreements contained in this Developer's Agreement, providing that this Developer shall remain primarily liable for all the obligations created in this Developer's Agreement, until the subsequent developer assumes same and this Developer is released. In addition, a new Performance Guarantee must be submitted to the Borough by the subsequent developer for work not yet done, and it shall be reviewed by the Borough Attorney as to form and content, prior to acceptance of the new Performance Guarantee. Upon such acceptance of the subsequent developer's Performance Guarantee, Borough shall release the Developer's Performance Guarantee. At such time the term Developer shall be deemed to refer to the subsequent developer.
21. **Records.** The Borough Engineer shall keep records of inspections and related reviews and the costs thereof, and, upon the Developer's written request, said records shall be made available for inspection by the Developer or its representatives, not more than

quarterly, and upon reasonable notice, during the regular business hours of the Borough Engineer.

22. **Record Drawings.** The Developer shall provide record drawings of all improvements and utilities, including, but not limited to, water, sanitary sewer, storm drainage, street lighting and woodland management as implemented and constructed by the Developer both within the Property and off-tract, if required. Said record drawings shall be in conformance with applicable Borough standards and shall be both in hard copy and in pdf format. A final survey of each lot must be submitted at the time of request for a Certificate of Occupancy.
23. **Developer's Conveyances.** If the Developer is required by indication on the Approved Plans, Board approval, or as agreed to by both parties hereto to convey to the Borough any drainage, storm sewers, sanitary sewers, sidewalks easements, conservation or trail easements, sight triangle easements and other similar public rights and/or areas, the same shall be accomplished by a written deed or easement. All such deeds or easements, if any, shall be reviewed and approved by the Borough Attorney and Borough Engineer as to form and content, which approval shall not be unreasonably withheld, and the same shall be recorded contemporaneously with this Developer's Agreement. All recording costs shall be the responsibility of the Developer.
24. **Compliance with Applicable Laws.** The Developer shall comply with all laws and regulations of the State of New Jersey, County of Monmouth and Borough of Keyport, including all environmental law and regulations. To the extent the Borough must bring an action for compliance with this Developer's Agreement, defend or participate in any litigation with regard to any applicable laws or regulations related to the Developer's

Property and/or actions, whether purposeful or negligent, any such action shall be subject to the provisions set forth in Paragraph 25 below. In addition and as stated in Paragraph 25 below, the Developer shall indemnify and hold harmless the Borough, its officials, officers, agents, servants, representatives, employees harmless for any and all such violations and shall reimburse the Borough for any and all claims, liabilities, fees, damages, judgments, penalties, costs or expenses of any kind and nature, including, but not limited to court costs and attorneys' fees, entered against the Borough as a result of the purposeful or negligent acts of the Developer.

25. **Indemnification and Attorneys' Fees.** Developer agrees to indemnify and hold harmless the Borough, its officials, officers, agents, servants, representatives, and employees from and against any and all claims, liabilities, fees, damages, judgments, penalties, costs or expenses of every kind and nature arising from the purposeful or negligent acts of Developer or arising out of Developer's failure to perform its obligations pursuant to this Developer's Agreement, including any action or failure to act by the Developer in violation of this Developer's Agreement. Such indemnification and/or hold harmless obligation shall extend not only to any damages but to costs and expenses of litigation, including, but not limited to, expenses and fees in connection with the engagement or utilization of any fact or expert witnesses, court costs and attorneys' fees. When requested by the Borough, the Developer agrees to aid and/or defend the Borough, its officials, officers, agents, servants, representatives and employees, in the event any or all of same are named as a defendant or defendants in any action concerning the performance of work at the Property pursuant to this Developer's Agreement. In the event the Borough is involved in any litigation, or other similar action, whether initiated

by the Borough or others, to the extent such action relates directly to the terms of this Developer's Agreement or the Developer's performance hereunder, the Developer agrees to pay and reimburse the Borough for any and all costs and expenses, including, but not limited to, reasonable attorneys' fees, court costs and expert witness fees. The Borough shall have the option of having such fees taxed in the underlying action, or maintaining a separate action for same. This stipulation shall not apply to any actions or litigation filed against the Borough where the litigation is attributable to negligent or wrongful conduct on the part of the Borough, its agents or employees

26. **Reliance of Borough.** The Developer further acknowledges and understands all of the conditions contained in this Developer's Agreement and the record of the proceedings in this matter, including any and all agreements made by the Developer with the Board and incorporated in the Approval, as well as the Approved Plans, are hereby deemed to be essential to the Borough's decision to enter into this Developer's Agreement. In the event of a breach of any such conditions, the failure of the Developer to adhere to the terms of any agreement incorporated within the Approval or this Developer's Agreement or any deviation from the Approved Plans (except for minor or field changes approved by the Borough Engineer) the Borough through the Borough Engineer may within the limits of his authority under law, and upon written notice reasonable under the circumstances, and opportunity to cure, suspend the right of the Developer to obtain additional construction permits, certificates of occupancy or any and all other governmental authorizations in order to continue developing the Project until such time as the violation has been corrected. If during the course of construction and installation of the Project, it shall be reasonably determined by the Developer and the Borough Engineer that minor revisions

to the Developer's Approved Plans are necessary and/or appropriate; the Developer will undertake such reasonable design and construction changes as may be approved by the Borough Engineer as field changes.

27. **Deeds and Affidavits of Title.** Developer shall provide to the Borough such documents, including, but not limited to, Deeds, Certificates, Affidavits of Title and Corporate Resolutions to, as are necessary, convey valid and marketable easements of fee title, as the case may be, to such dedications of Property or easements, if any, as are revealed in the Approved Plans.
28. **Recording of this Agreement.** The Borough Attorney shall record this Developer's Agreement, without Exhibits, in the Monmouth County Clerk's Office and submit a fully executed recorded copy to the Developer or to the Developer's attorney. All recording costs shall be borne by the Developer. Upon completion of all obligations hereunder as evidenced by expiration of the two (2) year maintenance bond, the Borough agrees to provide Developer with a release of this Developer's Agreement in form suitable for recording with the Monmouth County Clerk.
29. **Severability.** If any terms or conditions herein are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.
30. **Governing Law, Forum Selection, and Waiver of Jury Trial.** The Parties agree that this Developer's 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 Superior Court of New Jersey, Monmouth County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Developer's Agreement and the transactions

contemplated thereby. 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. The parties further agree that any claims relating to or arising out of this Developer's Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

31. **Defects - Improvements.** For a period of two (2) years after the acceptance of the improvements by the Borough, Developer agrees to maintain the site improvements covered by the maintenance guarantee.
32. **Notices.** All notices required or permitted under this Developer's Agreement shall be in writing by certified mail, return receipt requested, to the addresses set forth herein or as otherwise designated by the parties in writing.
33. **Successors.** This Developer's Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns. If the Developer hereafter transfers title to the subject lands to the name of any individual or corporation, said new owner shall have the rights and obligations afforded by this Developer's Agreement.
34. **Insurance Coverage.** The Developer (In this paragraph only the term "Developer" shall mean the Developer and/or third parties on behalf of the Developer, such as the Developer's General Contractor) shall purchase and maintain during the construction of the improvements a Comprehensive General Liability Insurance Policy, or be self-insured, with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence, and One Million (\$1,000,000.00) Dollars in the aggregate. Said insurance coverage shall be in accordance with the requirements of the Borough Attorney. The policy shall

indicate the Borough of Keyport as an additional insured with respect to its interest in work performed by the above-named insured at the above named Project. The coverage shall include endorsements for Broad Form Property Damage; explosion, collapse and underground hazards; completed operations; and contractual liability. The contractual liability coverage shall specifically apply to the above indemnification clause. It shall indemnify the Borough, its officials, officers, agents, servants, representatives and employees. All liability coverage shall be on an occurrence basis. Certificates of Insurance evidencing the foregoing coverage shall be provided to the Borough before work on the improvements begins and on an on-going basis, as the insurance is reviewed from time to time.

35. **Voluntary Agreement.** Developer herein represents that it has voluntarily entered this Developer's Agreement and it has not been executed under duress or coercion imposed by the Borough or its representatives, and unequivocally states that the agreements, conditions and amounts to be paid as agreed upon in this Developer's Agreement have not been forced upon it by undue influence, coercion and are not being undertaken or paid under protest. Developer has reviewed all calculations and rationale for the agreements and payments set forth herein and are undertaking them voluntarily. Accordingly, Developer herein covenants and agrees that it will not bring any action against the Borough with respect to the obligations assumed by Developer under this Developer's Agreement, which has been mutually negotiated between the parties, unless the Approval giving rise to this Developer's Agreement is hereinafter amended or modified by proper resolution or action of the Board.

36. **Non-Reliance.** Developer acknowledges that it has not relied upon any cost estimates or opinions furnished by the Borough, including the Borough Engineer or Consulting Engineer(s), if applicable, and the Developer has satisfied itself as to the anticipated construction costs of the improvements set forth herein prior to the execution of this Developer's Agreement.
37. **Entire Agreement.** This instrument contains the entire agreement between the parties hereto and no statement, promise or endorsement made by any party hereto, or agent of any party hereto, which is not contained in this written contract or the instruments incorporated herein by reference, shall be valid or binding; and this Developer's Agreement may not be enlarged, modified or altered except in writing, signed by the parties and endorsed thereon. Nothing herein shall be deemed a waiver of other existing municipal construction requirements or any conditions contained in the Approval.
38. **Waiver, Modification, Cancellation.** Any waiver, alteration, or modification of any of the provisions of this Developer's Agreement or cancellation or replacement of this Developer's Agreement shall not be valid unless in writing and signed by the parties.
39. **Execution of Additional Documents and Binding Effect.** This agreement shall be binding not only upon the parties hereto, but also their heirs, executors, administrators, representatives, successors and assigns, and the parties hereto agree for themselves and their heirs, executors, administrators, representatives, successors and assigns to execute any instruments in writing which may be necessary or proper for the carrying out of the intent and purposes of this agreement.

40. **Gender.** In all references made herein to any parties, person, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the usage may require.
41. **Exhibits.** The following "Exhibits" are attached hereto and made a part of this Developer's Agreement and the Developer shall comply with all terms and conditions stated therein:

EXHIBIT A: Description of Property.

EXHIBIT B: Resolution adopted by the Board on December 8, 2016 .

EXHIBIT C: Final Minor Subdivision and Major Site Plan (15 sheets), prepared by Keith B. Smith, P.E., P.PP. of French & Parrello dated June 23, 2016.

EXHIBIT D: Redevelopment Agreement dated August 31, 2016.

EXHIBIT E: Borough Engineer Performance Guarantee estimates dated February 7, 2020.

EXHIBIT F: Initial Completeness Review, Engineering Review, Fee Determination and Remaining Conditions Review letter dated October 21, 2016.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly executed this Developer's Agreement as of the date first above written.

ATTEST:

BOROUGH OF KEYPORT

Michele Clark, Borough Clerk

By: _____
Collette J. Kennedy, Mayor

WITNESS:

PRC-ES ASSOCIATES, LLC

Name: Brian M. Nelson
Title:

By: _____
Name: Robert M. Krueger
Title: Member

STATE OF NEW JERSEY)

) SS.

COUNTY OF MONMOUTH)

I CERTIFY THAT ON, October 5, 2021, Robert M. Hays
personally came before me and acknowledged under oath, to my satisfaction, that:

- (A) this person is a Member of PRC-ES, LLC, named in this document;
(B) this document was signed and delivered by an authorized representative of PRC-ES, LLC as its voluntary act and was duly authorized;
(C) this person signed this proof to attest to the truth of these facts;
(D) this person knows the proper seal of the limited liability company which was affixed to this Developer's Agreement;
(E) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

October 5, 2021

Scott Boyce
Notary Public of the State of New Jersey

SCOUT REAGAN LAURA BEYER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 14, 2021

STATE OF NEW JERSEY)
) ss.
COUNTY OF MONMOUTH)

I CERTIFY THAT ON , _____, 2021, Michele Clark, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (A) this person is the MUNICIPAL CLERK of THE BOROUGH OF KEYPORT, the municipal corporation named in this Developer's Agreement;
- (B) this person is the attesting witness to the signing of this Developers Agreement by the proper corporate officer who is Collette J. Kennedy the MAYOR of the municipal corporation of Keyport Borough;
- (C) this Developer's Agreement was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Borough Council;
- (D) this person knows the proper seal of the corporation which was affixed to this Developer's Agreement;
- (E) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

_____ 2021

Notary Public of the State of New Jersey

EXHIBIT A

Description of Property

Block 22, Lots 12.01, 19, and 20 on the tax maps of
the Borough of Keyport, Monmouth County

EXHIBIT B

Resolution adopted by the Board on
December 8, 2016

EXHIBIT C

Final Minor Subdivision and Major Site Plan (15 sheets), prepared by Keith B. Smith, P.E., P.P.P. of French & Parrello dated June 23, 2016.

EXHIBIT D

Redevelopment Agreement
Dated August 31, 2016

EXHIBIT E

Borough Engineer Performance Guarantee estimates
Dated _____, 2021

EXHIBIT F

Initial Completeness Review, Engineering Review, Fee Determination and Remaining
Conditions Review letter dated October 21, 2016

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RESOLUTION #___-21

**AUTHORIZING THE APPOINTMENT OF TWO (2) CLASS I SPECIAL
LAW ENFORCEMENT OFFICERS – *Victor Matay and Derek Martinez***

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

WHEREAS, N.J.S.A. 40A:14-146.8 et seq. authorizes the appointment of Special Law Enforcement Officers (SLEO) for terms not to exceed one (1) year, including the appointment of special officers classified as “Class One” who are authorized to perform routine traffic details, spectator control and other similar duties; and

WHEREAS, Section 3-10 of the Borough Code provides for the appointment of Special Law Enforcement Officers subject to approval by resolution of the Borough Council; and

WHEREAS, the Chief of Police has reviewed the qualifications of Victor Matay and Derek Martinez and has recommended their appointment as Class I Special Law Enforcement Officers and the Borough Administrator, as the designated Appropriate Authority, approves this recommendation.

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 appointment of Victor Matay and Derek Martinez as Class I Special Law Enforcement Officers for a term ending December 31, 2021 is hereby approved and shall be compensated at the rate of \$13.60 per hour.
3. The Borough Clerk is directed to forward certified copies of this resolution to the Borough Administrator and Chief of Police.

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 Council Meeting of October 19, 2021.

Michele Clark, RMC
Borough Clerk

RESOLUTION #__-21**AUTHORIZING APPOINTMENT OF SCHOOL CROSSING GUARD – *Eddie Becton***

WHEREAS, N.J.S.A. 40A:9-154.1 authorizes the appointment of school crossing guards to serve under the supervision and direction of the Chief of Police for terms not exceeding one (1) year; and

WHEREAS, the Chief of Police has recommended the appointment of Eddie Becton to serve as a school crossing guard; and

WHEREAS, in accordance with the recommendation of the Chief of Police, it is the desire of the Mayor and Borough Council to confirm this appointment.

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

1. Eddie Becton is hereby appointed as a school crossing guard to serve for the 2021-2022 school year for a term that shall expire July 31, 2022.
2. Individuals serving as school crossing guards are classified as part-time employees regularly scheduled to work not more than 25 hours per week and shall be compensated at a rate not to exceed \$15.00 per hour as may be authorized by the Borough Administrator.
3. The Borough Administrator is authorized to execute all documents necessary to effectuate these appointments.
4. The Borough Clerk is directed to forward copies of this resolution to the Borough Administrator and to the Chief of Police for distribution to the appointed individuals.

OFFERED:

SECONDED:

AYES:

NAYS:

ABSTAIN:

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 October 19, 2021.

Michele Clark, RMC
Municipal Clerk

RESOLUTION #197-21**AUTHORIZING THE APPOINTMENT OF A PART-TIME CODE
ENFORCEMENT OFFICER – Keith Parella**

WHEREAS, the position of Code Enforcement Officer to enforce the property maintenance code and other Borough of Keyport (the “**Borough**”) regulations recently become vacant; and

WHEREAS, the Borough Administrator has recommended filling the vacant part-time position.

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. Keith Parella is hereby appointed to the position of part-time Code Enforcement Officer (Property Maintenance Officer) effective October 19, 2021 subject to the satisfactory completion of all pre-employment requirements and shall be compensated at the rate of \$20.00 per hour.
2. The part-time Code Enforcement Officer (Property Maintenance Officer) shall be regularly scheduled to work a maximum of twenty-five (25) hours per week in accordance with a schedule approved by the Borough Administrator.
3. The Borough Administrator is hereby authorized to execute all documents necessary to effectuate this appointment.
4. The Borough Clerk is directed to forward copies of this resolution to the Borough Administrator, the Construction Official, and the Payroll Supervisor.

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 Council Meeting of October 19, 2021.

Michele Clark, RMC
Borough Clerk

RESOLUTION #197-21**AUTHORIZING THE APPOINTMENT OF A PART-TIME
ELECTRICAL SUBCODE OFFICIAL AND ELECTRICAL
INSPECTOR – Jay Everard**

WHEREAS, the position of Electrical Subcode Official/Electrical Inspector for the Borough of Keyport (the “**Borough**”) has become vacant as a result of a recent retirement; and

WHEREAS, the Construction Official and the Borough Administrator have recommended filling the vacant part-time position.

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. Jay Everard is hereby appointed to the positions of part-time Electrical Subcode Official/Electrical Inspector effective October 19, 2021 and shall be compensated at an annual salary of \$12,500.00.
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 Construction Official, and the Payroll Supervisor.

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 Council Meeting of October 19, 2021.

Michele Clark, RMC
Borough Clerk

RESOLUTION #___-21

**AUTHORIZING THE PURCHASE OF PUBLIC WORKS EQUIPMENT
THROUGH THE SOURCEWELL COOPERATIVE PURCHASING
PROGRAM**

WHEREAS, there is a need to purchase equipment for use by the Public Works Department of the Borough of Keyport; and

WHEREAS, the Superintendent of Public Works has recommended the purchase of this equipment through an approved cooperative purchasing program; and

WHEREAS, in accordance with the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-12, public bids are not required when a purchase is made utilizing a New Jersey State Cooperative Purchasing contract or other cooperative purchasing program, provided the purchase is approved by resolution of the governing body; and

WHEREAS, the Chief Financial Officer has certified the availability of funds from Bond Ordinance No. 09-21 for the purchase of this equipment.

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

1. The purchase of the following public works and utility equipment is hereby authorized:

Cooperative Purchase Contract: Sourcewell Contract No. 122017-HVC
Equipment: O'Brien Model 7040 Sewer Jet and related equipment
In an amount not to exceed: \$92,171.00

2. The Borough Administrator is authorized to issue purchase orders and execute all documents necessary to effectuate this purchase.
3. The Borough Clerk is directed to forward copies of this resolution to the Borough Administrator, Chief Financial Officer, and the Public Works Superintendent.

OFFERED:

SECONDED:

AYES:

NAYS:

ABSTAIN:

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 held on October 19, 2021.

Michele Clark, RMC
Borough Clerk

Certification of Funds

I certify that funds are available in the amount of \$92,171.00 from Bond Ordinance #9-21.

Thomas P. Fallon, Chief Financial Officer



October 5, 2021

Mr. Robert Kutschman, Superintendent
Borough of Keyport
Department of Public Works
70 West Front Street
Keyport, New Jersey 07735

Dear Mr. Kutschman:

For budget purposes, we are pleased to quote you for an Obrien Model 7040 sewer jet as follows:

700-Gallon Polyethylene Water Tank with Sump and Side Baffles
Triplex Water Pump Rated at 40 GPM at 2000 PSI
Rear Mounted "Swinger" Reel – 190° Pivot
Kohler Diesel Engine
Variable Electronic Throttle Control
Tandem Axle Trailer Rated to Carry Full Tank of Water
 6" Channel Frame
 A-Frame Hitch
 (2) 6,000 Lb. Axles
 Electric Brakes
 Cat-Walk Fenders
Tool Box – Integrated Tool and Battery Box
Penetrator Nozzle
Flusher Nozzle
PVC Tank Drain Valve with Stainless Steel Strainer
Direct Driven Hydraulics with 17-Gallon Hydraulic Tank
17-Gallon Fuel Tank with Cap Mounted Gauge
Air Purge System
20' Leader Hose
Two (2) 12-Volt Power Supply Outlets
2" PVC Fill Pipe
1" NPT Hose Reel Swivel
3" x 36" tiger tail
500' x 3/4", 2500 psi sewer hose
Lateral Cleaning Kit - 1/2" X 100', 20 GPM @ 2000 PSI
Pintle Hitch
Low water shutdown
Magnetic strobe light
Magnetic Mount Work Light
Level Wind Guide with Counter
Safety Cone Holder
Spare Tire Kit

Page 1 of 2

Large Rocket Nozzle 3D
2-3/4 Lb. Fire extinguisher
Extended training/inspection One Inspection only
Parts, Service and Operations Manual
Color: White

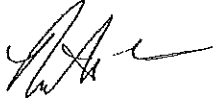
The Price of this Equipment is	\$ 100,650.00
Timmerman / Sourcewell Discount	(\$ 8,479.00)
Total Quote	\$ 92,171.00

****Please Note: This unit is available for purchase by formal bid or on Sourcewell contract #122017-HVC.***

If you need any additional information or have any further questions, please contact our Account Manager, Robert W. Wilson, or me.

Thank you for your interest in our equipment.

Very truly yours,
W.E. Timmerman Co., Inc.



Nathan H. McCraney
Sales Manager

RESOLUTION #__-21**AUTHORIZING THE PURCHASE OF A POLICE VEHICLE AND
RELATED EQUIPMENT THROUGH THE NEW JERSEY STATE
COOPERATIVE PURCHASING PROGRAM**

WHEREAS, there is a need to purchase a vehicle for use by the Police Department of the Borough of Keyport; and

WHEREAS, the Police Chief has recommended the purchase of this vehicle and related equipment through the State of New Jersey Cooperative Purchasing program; and

WHEREAS, in accordance with the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-12, public bids are not required when a purchase is made utilizing a New Jersey State Cooperative Purchasing contract or other cooperative purchasing program, provided the purchase is approved by resolution of the governing body; and

WHEREAS, the Chief Financial Officer has certified the availability of funds from the 2021 Municipal Budget appropriation for Police Department-Other Expenses-Acquisition of Police Vehicles.

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

1. The purchase of the following police vehicle and related equipment is hereby authorized:

Cooperative Purchase Contracts: East Coast Emergency Lighting

New Jersey State Contract 17 Fleet-00761 (Whelen)

New Jersey State Contract 17 Fleet-00719 (Havis)

New Jersey State Contract 17 Fleet-00768 (Pro-Gard)

Equipment: Ford Police Interceptor vehicle, including the purchase and installation of related equipment, in an amount not to exceed: \$43,764.00

2. The Borough Administrator is authorized to issue purchase orders and execute all documents necessary to effectuate this purchase.
3. The Borough Clerk is directed to forward copies of this resolution to the Borough Administrator, Chief Financial Officer, and the Police Chief.

OFFERED:
SECONDED:
AYES:
NAYS:
ABSTAIN:
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 held on October 19, 2021.

Michele Clark, RMC
Borough Clerk

Certification of Funds

I certify that funds are available in the amount of \$43,764.00 from account _____.

Thomas P. Fallon, Chief Financial Officer

Jay Delaney

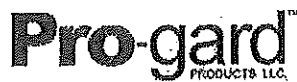
From: Shannon Torres <storres@keyportpd.org>
Sent: Tuesday, October 5, 2021 2:44 PM
To: jay delaney
Subject: FW: Estimate 29126 from East Coast Emergency Lighting, Inc
Attachments: Est_29126_from_East_Coast_Emergency_Lighting_Inc_45036.pdf

HERE IS THE NEW QUOTE \$43,764.00

Thank you ! 😊

Chief Shannon Torres

Keyport Police Department
storres@keyportpd.org
732-739-5149



[East Coast Emergency Lighting, Inc.](#) | [Facebook](#) | [Instagram](#)

East Coast Emergency Lighting, Inc

Millstone Twp, NJ 08535

732-940-2211

Quote

Date	Estimate #
9/14/2021	29126

Name / Address
Borough of Keyport 70 West Front Street Keyport, NJ 07735 Attn: Finance

Ship To
Borough of Keyport PD 70 West Front Street Keyport, NJ 07735

P.O. No.	FOB	Rep	Created By:
		DB	

Item	Description	Qty	Cost	Total
MISC	2020 FORD POLICE INTERCEPTOR UTILITY			
	2020 FORD POLICE INTERCEPTOR UTILITY (WHITE)	1	35,000.00	35,000.00
	WHELEN NEW JERSEY STATE CONTRACT			
	17-FLEET-00761			
E325	LEGACY TRIO WCX 54" RBW	1	0.00	0.00
MKAJ105	ADJ LIGHTBAR MOUNT KIT #105	1	0.00	0.00
BS50ZT	I-E RST WCX 10-LT TRIO UTILITY	1	0.00	0.00
ISTRBA	INNER EDGE FST/RST TRIO R/B/A	10	0.00	0.00
BSFW508T	I-E FST WCX TRIO 8-LT UTILITY	1	0.00	0.00
ISTRBC	INNER EDGE FST/RST TRIO R/B/W	8	0.00	0.00
C399	CENCOM CORE WCX CONTROL CENTER	1	0.00	0.00
CCTL7	WeCanX 21 BUTTON/SLIDE CTRL HD	1	0.00	0.00
CCTL5	Hand Held Combination Microphone and Controller, 5-Position Progressive Light/Siren Control, 9 Push-Buttons and a Microphone Extension Cable	1	0.00	0.00
CCTLHARN	WCX CONTROL HEAD EXP. HARNESS	1	0.00	0.00
C399K4	OBDII CANPORT CABLE KIT FORD - [2020 Ford Interceptor Utility Gateway Installation Kit for use WITHOUT Ford 61B Factory Option]	1	0.00	0.00
CEXAMP	WeCan EXTERNAL AMPLIFIER	1	0.00	0.00
CHWLFE29	WCX LO FREQ SIREN AMP EXPLORER	1	0.00	0.00
CEM16	WeCanX 16 OUTPUT EXPANSION MOD	4	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC	2	0.00	0.00
SAK66D	SAK66D SPEAKER BRACKET (Ford Police Interceptor Utility, 2020, Driver Side Grille)	1	0.00	0.00
		Total		

East Coast Emergency Lighting, Inc

Millstone Twp, NJ 08535

Quote

732-940-2211

Date	Estimate #
9/14/2021	29126

Name / Address
Borough of Keyport 70 West Front Street Keyport, NJ 07735 Attn: Finance

Ship To
Borough of Keyport PD 70 West Front Street Keyport, NJ 07735

P.O. No.	FOB	Rep	Created By:
		DB	

Item	Description	Qty	Cost	Total
SAK66P	SAK 66P SPEAKER BRACKET (Ford Police Interceptor Utility, 2020, Passenger Side Grille)	1	0.00	0.00
TCRHT5	TRACER TRIO 5-LAMP HOUSING	2	0.00	0.00
TCRLRBC	TRACER TRIO LT HEAD BLU/WHT/RED	10	0.00	0.00
TCRB50	TRACER MT KIT 2020 EXPLORER/UTILITY	2	0.00	0.00
TCRHT2	2 LAMP HOUSING TRIO	1	0.00	0.00
TCRLRBC	TRACER TRIO LT HEAD BLU/WHT/RED	2	0.00	0.00
TCRLBKT	TRACER "L" BRACKET MTG KIT	3	0.00	0.00
ARGES2	ARGES PROFOCUS REMOTE SPOTLT	2	0.00	0.00
ARGCH2	ARGES SWIVEL MT CONTROL HEAD	1	0.00	0.00
ARG50D	DRVR FENDER MT INTERCEPTOR SUV	1	0.00	0.00
ARG50P	PASS FENDER MT INTERCEPTOR SUV	1	0.00	0.00
S30MB	S30MB 30" SUMMIT W/ MARKER BLK	1	0.00	0.00
SUCBL15	SUMMIT 15' CABLE	2	0.00	0.00
MBFX20RB	ION MIRROR-BEAM UTILITY R/B	1	0.00	0.00
I3SMJC	SURFACE MT TRIO ION R/B W/WHT	2	0.00	0.00
NP3BB	NANO-3 PIONEER BAIL MT 12V BLK	2	0.00	0.00
PSJ02FCR	STRIPLITE+ DUO FLASHER RED/BLU	2	0.00	0.00
PSBKT90	STRIP-LITE+ 90 DEG MT KIT	2	0.00	0.00
TLI2JX	ION T-SERIES LINEAR DUO RB SMK	2	0.00	0.00
VTX609B	VERTEX SUPER-LED LIGHT BLUE	2	0.00	0.00
VTX609R	VERTEX SUPER-LED LIGHT RED	2	0.00	0.00
VTX609C	VERTEX SUPER-LED LIGHT WHITE	2	0.00	0.00
Total				

East Coast Emergency Lighting, Inc

Millstone Twp, NJ 08535

Quote

732-940-2211

Date	Estimate #
9/14/2021	29126

Name / Address
Borough of Keyport 70 West Front Street Keyport, NJ 07735 Attn: Finance

Ship To
Borough of Keyport PD 70 West Front Street Keyport, NJ 07735

P.O. No.	FOB	Rep	Created By:
		DB	

Item	Description	Qty	Cost	Total
LF35A	LiFe 115VAC RECHARGEABLE AREA	1	0.00	0.00
LF35CB12	LiFe 12V CHARGING BASE	1	0.00	0.00
	HAVIS NEW JERSEY STATE CONTRACT 17-FLEET-00719			
C-VS-1012-INUT	High Angled Console for 2020-2021 Ford Interceptor Utility	1	0.00	0.00
C-ARM-103	Armrest For Top Mount, Console, Large Pad	1	0.00	0.00
C-CUP2-I	Internal Cup Holders	1	0.00	0.00
C-MCB	Microphone Clip Bracket	2	0.00	0.00
MMSU-1	Magnetic Mic Single Unit	2	0.00	0.00
C-EB40-CCS-1P	1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03	1	0.00	0.00
C-FP-4	4" Filler Plate	1	0.00	0.00
C-FP-5	5" Filler Plate	2	0.00	0.00
C-TTP-INUT-4	Premium Top Plate for Mounting Electronic Components	1	0.00	0.00
C-TTP-INUT-1201	2020-2021 Ford Interceptor Utility Premium Raised Fold-Up Cargo Plate	1	0.00	0.00
	PRO-GARD NEW JERSEY STATE CONTRACT 17-FLEET-00768			
PB47UIN20ION4RB	Ford Utility Interceptor 2020; Push Bumper with Integrated, Four Head, All 1/2 Red & 1/2 Blue ION's	1	0.00	0.00
PRPSP4704UIN20A	2020-2021 Ford Utility Interceptor - 4700RPSP Series, Space Saver Standard Prisoner Transport Center Sliding Poly Window Partition Includes Recessed Panel and Lower Extension Panels	1	0.00	0.00
S4705UIN20OSB	2020 Ford Utility Interceptor - Rear Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier, and Outboard Seat Belts	1	0.00	0.00
WB47NPUIN20	Ford Interceptor Utility 2020; Steel Window Bars (for use with O.E.M. door panels only)	1	0.00	0.00
Total				

East Coast Emergency Lighting, Inc

Millstone Twp, NJ 08535

Quote

732-940-2211

Date	Estimate #
9/14/2021	29126

Name / Address
Borough of Keyport 70 West Front Street Keyport, NJ 07735 Attn: Finance

Ship To
Borough of Keyport PD 70 West Front Street Keyport, NJ 07735

P.O. No.	FOB	Rep	Created By:
		DB	

Item	Description	Qty	Cost	Total
MISC	1ST IN COMMAND CABINET WITH GEARSafe SYSTEM, RATCHETING COMMAND BOARD, USB OUTLETS, FILE CABINET DRAWER, MULTIPLE STORAGE DRAWERS	1	0.00	0.00
Installation	INSTALLATION OF ABOVE LISTED EQUIPMENT	1	0.00	0.00
Installation	VEHICLE SALE PRICE WILL BE \$43764.00 FOR DEMO VEHICLE. VEHICLE WILL HAVE CUSTOMER EQUIPMENT (RADIO'S / MDT / RADAR) INSTALLED AT NO ADDITIONAL COST. ABOVE EQUIPMENT PRICING REFLECTS STATE CONTRACT PRICE.	1	8,764.00	8,764.00
Total			\$43,764.00	

RESOLUTION #___-21**AUTHORIZING THE PURCHASE OF FIRE APPARATUS EQUIPMENT
THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC)
COOPERATIVE PURCHASING PROGRAM**

WHEREAS, there is a need to purchase fire apparatus for use by the Fire Department of the Borough of Keyport; and

WHEREAS, the Fire Chief has recommended the purchase of this fire apparatus through an approved cooperative purchasing program; and

WHEREAS, in accordance with the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-12, public bids are not required when a purchase is made utilizing a New Jersey State Cooperative Purchasing contract or other cooperative purchasing program, provided the purchase is approved by resolution of the governing body; and

WHEREAS, the Chief Financial Officer has certified the availability of funds from Bond Ordinance No. 8-21 for the purchase of this equipment.

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

1. The purchase of the following public works and utility equipment is hereby authorized:

Cooperative Purchase Contract:

Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program Contract
No. HGAC FS12-19

Equipment:

E-ONE Typhoon Pumper Fire Apparatus and related equipment in an amount not to exceed \$684,705.00 in accordance with the Absolute Fire Protection Co. Customized Product Pricing Summary dated 09/13/2021.

2. The Borough Administrator is authorized to issue purchase orders and execute all documents necessary to effectuate this purchase.
3. The Borough Clerk is directed to forward copies of this resolution to the Borough Administrator, Chief Financial Officer, and the Fire Chief.

OFFERED:

SECONDED:

AYES:

NAYS:

ABSTAIN:

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 held on October 19, 2021.

Michele Clark, RMC
Borough Clerk

Certification of Funds

I certify that funds are available in the amount of \$684,705.00 from the Bond Ordinance No. 8-2.

Thomas P. Fallon, Chief Financial Officer



ABSOLUTE

FIRE PROTECTION CO., INC.

Phone: 908-757-3600 Fax: 908-757-3616

2800 Hamilton Boulevard, South Plainfield, NJ 07080

www.absolutefire.com

09/13/2021

Keyport Fire Department
Eagle Hose Company

Thank you for your interest in the E-ONE Fire Apparatus product and Absolute Fire Protection. We are pleased to provide pricing to purchase a fire engine apparatus through the Houston-Galveston Area Council (HGAC) cooperative purchasing program.

This letter serves as the quote under the HGAC FS12-19 Contract.

For one (1) E-One Typhoon pumper, we used the base model FS19JC05.

Pursuant to the regulations established under the HGAC program, we modified the base model to meet your departmental needs.

HGAC quote of \$684,705.00 for the proposed fire apparatus.

With the HGAC Process, the terms of the agreement have already been negotiated between the vendors and HGAC. There is no need for a separate contract. Just a Purchase Order made out to Absolute Fire Protection issued by you, the customer. Absolute will then send a copy of the official HGAC pricing along with a copy of the PO to HGAC where they will issue an order confirmation. Once we receive the HGAC confirmation, we will order the vehicle from E-ONE and schedule the pre-construction meeting. We will then provide you a copy of the official HGAC pricing worksheet for your records. If you have any questions, please feel free to contact me.

Very truly yours,

Chris DuBois

Sales Manager

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Product Description: E-One Typhoon, 4-Door Custon Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module.

Number of Units:One (1)

* The following details shall be provided with Purchase Order
from End User to H-GAC for customized products:

A.	Base Bid Price as in Bid/Contract No. FS12-19 JC05	(per single unit)	\$ 432,590.00
B.	Published Options added to Base Bid.....	(per single unit).....	\$ 336,894.00
C.		PER UNIT SUB TOTAL:	\$ 769,484.00

Change Order Provisions (if appliable):

D.	Dollar value of Unpublished Options added to base bid price per unit.....	\$ 33,523.00	
E.	Dollar value of Contract Items per unit deleted from Base Bid total.....	\$ (75,331.00)	
F.	PER UNIT CHANGE ORDER SUB TOTAL: (Change Order not to exceed 25%)	(Change order -5%)	\$ (41,808.00)
G.	Order total without H-GAC fee forOne (1) units	SUB TOTAL:	\$ 727,676.00
H.	H-GAC Administrative Fee (from Fee Schedules).....		\$2,000.00
I.	Additional Discounts.....		\$ (44,971.00)
J.	TOTAL PURCHASE PRICE INCLUDING H-GAC		\$ 684,705.00

K. COMMENTS AND NOTES:

C. Pumper Fire Apparatus		
FS19JC01	Freightliner M2, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$268,724.00
FS19JC02	International 4400, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$267,600.00
FS19JC03	Kenworth T370, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$278,750.00
FS19JC04	Peterbilt 348, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$287,775.00
FS19JC05	E-One Typhoon, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$432,590.00
FS19JC06	E-ONE Typhoon, 4 Door Custom Full Tilt Welded Aluminum Cab, Rear Engine Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$546,597.00
FS19JC07	E-ONE Quest, 4 Door Custom Full Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Rear Mount Pump Module	\$505,502.00
FS19JC08	E-One Typhoon Urban Interface Pumper, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$502,695.00

E. Pumper/Tankers & Tankers		
FS19JE01	Freightliner M2, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$305,040.00
FS19JE02	International, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$311,830.00
FS19JE03	Kenworth T370, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$311,531.00
FS19JE04	Peterbilt 348, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$319,131.00
FS19JE05	International 4400, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump, Stainless Steel Body	\$291,983.00
FS19JE06	Freightliner M2, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump, Stainless Steel Body	\$288,211.00
FS19JE07	Kenworth T370, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump, Stainless Steel Body	\$302,369.00
FS19JE08	Peterbilt 348, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump, Stainless Steel Body	\$311,069.00
FS19JE09	International, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump, Stainless Steel Body	\$323,035.00
FS19JE10	Freightliner M2, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump, Stainless Steel Body	\$308,549.00
FS19JE11	Kenworth T370, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump, Stainless Steel Body	\$322,298.00
FS19JE12	Peterbilt 348, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump, Stainless Steel Body	\$331,767.00
FS19JE13	International 4400, 2-Door, Commercial Cab, 2000 Gallon Elliptical Vacuum Tanker, Welded Stainless Steel Body, Single Axle, 500 GPM Pump	\$314,702.00
FS19JE14	International, 2-Door, Commercial Cab, 3500 Gallon Elliptical Vacuum Tanker, Welded Stainless Steel Body, Tandem Axle, 500 GPM Pump	\$327,327.00
FS19JE15	Freightliner M2, 2-Door, Commercial Cab, 2000 Gallon Elliptical Vacuum Tanker, Welded Stainless Steel Body, Single Axle, 500 GPM Pump	\$320,374.00
FS19JE16	Freightliner, 2-Door, Commercial Cab, 3500 Gallon Elliptical Vacuum Tanker, Welded Stainless Steel Body, Tandem Axle, 500 GPM Pump	\$338,923.00
FS19JE17	E-ONE Typhoon, 4-Door, Custom Full-Tilt, Welded Aluminum Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$504,215.00

RESOLUTION #__-21**AUTHORIZING THE AWARD OF A CONTRACT FOR
IMPROVEMENTS TO CHURCH STREET**

WHEREAS, the Borough of Keyport, County of Monmouth (the "**Borough**") seeks to award a contract for improvements to Church Street (the "**Contract**"); and

WHEREAS, the Borough advertised bid specifications for the Contract and set forth the scope of the Contract and the items to be included in the scope of the Contract; and

WHEREAS, on October 13, 2021, the Borough received seven (7) bids for the Contract; and

WHEREAS, the Borough's Engineer, CME Associates, reviewed the bids and prepared a Bid Report and Recommendation of Award, on file with the Office of the Borough Clerk, recommending that the Borough award the Contract to Lucas Brothers, Inc. ("**Lucas**") on a unit price basis in the total amount of \$1,392,585.00 for base bid items 1 through 56 and K-1 through K-7, inclusive, or in a total amount not to exceed of \$1,424,798.10 for the base bid and bid alternate items A-1 through A-11, as available funding permits; and

WHEREAS, the Borough's Chief Financial Officer shall certify that the necessary funds are available for the Contract.

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 hereby authorizes the award of the Contract to Lucas for services related to the improvements to Church Street in a total amount not to exceed \$1,424,798.10, in accordance with the bid specifications, which are incorporated hereto and made a part hereof by reference, and the Mayor is authorized to execute the Contract.
3. The foregoing award of Contract is subject to: (i) the certification of available funds by the Chief Financial Officer of the Borough; (ii) Lucas executing and delivering the Contract, on file with the Office of the Borough Clerk; (ii) Lucas obtaining and submitting to the Borough the performance bond, the certificate of insurance, and such other documents required in the bid specifications or required by the Borough; and (iv) review and approval by the New Jersey Department of Transportation Local Aid Office.
4. A copy of this Resolution shall be available for public inspection at the offices of the Borough Clerk.
5. 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 October 19, 2021.

Michele Clark, RMC
Borough Clerk

Certification of Funds

I certify that funds are available in the amount of \$1,424,798.10 from the General Capital Ordinance and Water/Sewer Capital Ordinance .

Thomas P. Fallon, Chief Financial Officer



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

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

October 14, 2021

Sent via Electronic (administrator@keyportonline.com) and Regular Mail

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

Attn: Jay Delaney – Borough Administrator

**Re: Improvements to Church Street
Bid Report and Recommendation of Award
Borough of Keyport, Monmouth County, NJ
CME File No.: HKP006010.01**

Dear Mayor and Borough Council:

Enclosed for your review please find a summary of bids received on October 13, 2021, for the above referenced project. A total of seven (7) bids were submitted, ranging from an apparent low base bid of \$1,392,585.00 by Lucas Brothers, Inc., to a high base bid of \$1,606,090.00 by L&L Paving Company Inc. The Engineer's Estimate for the base bid was \$1,414,575.00.

	Bidder	Location	Base Bid	Alternate Bid	Total
1.	Lucas Brothers, Inc.	Morganville, NJ	\$1,392,585.00	\$32,213.10	\$1,424,798.10
2.	Lima Charlie Construction	Freehold, NJ	\$1,470,566.00	\$23,928.00	\$1,494,494.00
3.	Black Rock Enterprises LLC	Old Bridge, NJ	\$1,473,123.75	\$27,290.00	\$1,500,413.75
4.	S. Brothers Inc.	South River, NJ	\$1,481,379.28	\$33,995.00	\$1,515,374.28
5.	KM Construction Corp.	Irvington, NJ	\$1,529,836.75	\$20,811.25	\$1,550,648.00
6.	James R. Ientile, Inc.	Marlboro, NJ	\$1,593,028.00	\$23,280.00	\$1,616,308.00
7.	L&L Paving Company Inc.	Farmingdale, NJ	\$1,606,090.00	\$53,500.00	\$1,659,590.00

It should be noted that there were several irregularities present in some of the bids submitted. These irregularities are noted in the enclosed bid tabulation and none were present in the bid submitted by Lucas Brothers Inc.; therefore, the outcome of the bid is unaffected.

As a matter of procedure, our office has contacted Lucas Brothers, Inc. to discuss their bid. The representative we spoke to indicated that they are comfortable with the bid as submitted and have no issue with completing the work at the bid price.



Borough of Keyport
Re: Bid Report & Recommendation of award
Improvements to Church Street

October 14, 2021
HKP00610.01
Page 2

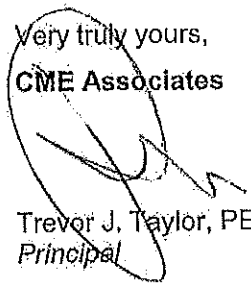
Based on this information, we recommend the following actions:

1. Award of the contract to the low bidder, Lucas Brothers, Inc., 80 Amboy Road, Morganville, NJ 07751 within 60 calendar days, on a unit price basis in the total amount of \$1,392,585.00 for base bid items 1 through 56 and K-1 through K-7, inclusive, or in the amount of \$1,424,798.10 for the base bid and bid alternate items A-1 through A-11 as available funding permits. The bid alternate includes drainage structure rehabilitation on E. 3rd Street. The award should be subject to the review and approval by the NJDOT Local Aid Office and the Borough Attorney, including the review of the bid bond and surety from the low bidder and submission of the required bonds and insurance certificates for the project.
2. Bids and bid securities of the second and third low bidder, Lima Charlie Construction and Black Rock Enterprises LLC, be retained and held open, pending execution of the contract agreement by Lucas Brothers, Inc.
3. Return the bid bonds of the remaining low bidders.

By copy of this letter, we are requesting the Borough Attorney prepare the necessary Resolution of Award. Upon execution, please have four (4) signed and sealed copies of the resolution forwarded to my office for further execution.

We trust this is the information you require at this time. However, 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
Principal

TTMZJB
Enclosures
cc: Michele Clark – Borough Clerk
Leslie London, Esq. – Borough Attorney's Office
Thomas Fallon - CFO
NJDOT Local Aid Office, District 3

**SUMMARY OF BIDS
RECEIVED OCTOBER 13, 2021 BY THE
GOVERNING BODY OF THE
BOROUGH OF KEYPORT
FOR "IMPROVEMENTS TO CHURCH STREET"**

7/10/21 J. Taylor, PE, PPE, CME
NJ Professional Engineer #445578

NAME:		1		2		3		4		5		6		7	
ADDRESS:		Lukas Brothers, Inc.		Lima Charlie Construction		Black Rock Enterprises LLC		S. Brothers Inc.		RM Construction Corp.		James B. Smith, Inc.		JAL Paving Company Inc.	
CITY/STATE:		1400 Ambury Road Rutherford, NJ 07070		1 Broad Street Freshfield, NJ 07718		1316 Englishman Road One Bridge, NJ 07812		P.O. Box 217 South River, NJ 08882		14 Condit Street Irvington, NJ 07111		24 Vandenburgh Road Fairfield, NJ 07004		18 Vandenburgh Road, P.O. Box 182 Farmington, NJ 07727	
BID GUARANTEE:		10% OF BID NTE \$20,000.00		10% OF BID NTE \$20,000.00		15% OF BID NTE \$20,000.00		15% OF BID NTE \$20,000.00		10% OF BID NTE \$20,000.00		10% OF BID NTE \$20,000.00		10% OF BID NTE \$20,000.00	
SURETY:		INCLUDED		INCLUDED		INCLUDED		INCLUDED		INCLUDED		INCLUDED		INCLUDED	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	5" Fence	4,500	LF	\$ 0.01	\$ 45.00	\$ 0.01	\$ 45.00	\$ 0.01	\$ 45.00	\$ 0.01	\$ 45.00	\$ 0.01	\$ 45.00	\$ 0.01	\$ 45.00
2	Manhole, Type 2	1	UN	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
3	Traffic Director, Municipal Police	1	AL	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00
4	Breakaway Baricade	20	UN	\$ 1.00	\$ 20.00	\$ 1.00	\$ 20.00	\$ 1.00	\$ 20.00	\$ 1.00	\$ 20.00	\$ 1.00	\$ 20.00	\$ 1.00	\$ 20.00
5	Sign	40	UN	\$ 1.00	\$ 40.00	\$ 1.00	\$ 40.00	\$ 1.00	\$ 40.00	\$ 1.00	\$ 40.00	\$ 1.00	\$ 40.00	\$ 1.00	\$ 40.00
6	Construction Sign	200	SP	\$ 17.00	\$ 3,400.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00
7	Traffic Cone	50	UN	\$ 1.00	\$ 50.00	\$ 1.00	\$ 50.00	\$ 1.00	\$ 50.00	\$ 1.00	\$ 50.00	\$ 1.00	\$ 50.00	\$ 1.00	\$ 50.00
8	Flat Price Adjustment	2,200	DOLL	\$ 1.00	\$ 2,200.00	\$ 1.00	\$ 2,200.00	\$ 1.00	\$ 2,200.00	\$ 1.00	\$ 2,200.00	\$ 1.00	\$ 2,200.00	\$ 1.00	\$ 2,200.00
9	Asphalt Price Adjustment	18,200	DOLL	\$ 1.00	\$ 18,200.00	\$ 1.00	\$ 18,200.00	\$ 1.00	\$ 18,200.00	\$ 1.00	\$ 18,200.00	\$ 1.00	\$ 18,200.00	\$ 1.00	\$ 18,200.00
10	Clearing Site	3,416	LF	\$ 99.484.15	\$ 339,484.15	\$ 253.401.50	\$ 863,401.50	\$ 55,000.00	\$ 189,800.00	\$ 194,810.00	\$ 67,000.00	\$ 115,000.00	\$ 115,000.00	\$ 35,000.00	\$ 35,000.00
11	Remove Existing Curb or Rolled Curb and Overlay	1,248	SV	\$ 0.01	\$ 12.48	\$ 6.00	\$ 7,478.00	\$ 20.00	\$ 24,960.00	\$ 0.01	\$ 12.48	\$ 20.40	\$ 25,388.00	\$ 11.00	\$ 13,655.00
12	Excavation, Test Pit	50	CY	\$ 25.00	\$ 1,250.00	\$ 75.00	\$ 3,750.00	\$ 120.00	\$ 6,000.00	\$ 120.00	\$ 6,000.00	\$ 160.00	\$ 8,000.00	\$ 0.02	\$ 1.00
13	Excavation, Undersized	1,000	CY	\$ 50.00	\$ 50,000.00	\$ 25.00	\$ 25,000.00	\$ 35.00	\$ 35,000.00	\$ 0.01	\$ 10.00	\$ 45.00	\$ 45,000.00	\$ 45.00	\$ 45,000.00
14	Remove Graded Aggregate Base Course, 6" Thick	860	CY	\$ 0.01	\$ 8.60	\$ 25.00	\$ 21,500.00	\$ 47.00	\$ 40,490.00	\$ 1.00	\$ 860.00	\$ 25.45	\$ 21,890.00	\$ 60.00	\$ 51,800.00
15	Hot Mix Asphalt Milling, 3" or Less	2,650	SV	\$ 3.50	\$ 9,275.00	\$ 6.00	\$ 15,900.00	\$ 3.25	\$ 8,612.50	\$ 3.50	\$ 9,275.00	\$ 6.00	\$ 15,900.00	\$ 10.50	\$ 27,825.00
16	Hot Mix Asphalt Milling, 3" or Less	2,650	SV	\$ 3.50	\$ 9,275.00	\$ 6.00	\$ 15,900.00	\$ 3.25	\$ 8,612.50	\$ 3.50	\$ 9,275.00	\$ 6.00	\$ 15,900.00	\$ 10.50	\$ 27,825.00
17	Hot Mix Asphalt Milling, 3" or Less	2,650	SV	\$ 3.50	\$ 9,275.00	\$ 6.00	\$ 15,900.00	\$ 3.25	\$ 8,612.50	\$ 3.50	\$ 9,275.00	\$ 6.00	\$ 15,900.00	\$ 10.50	\$ 27,825.00
18	Concrete Milling (Only if and Where Directed)	250	SV	\$ 13.50	\$ 3,375.00	\$ 10.00	\$ 2,500.00	\$ 5.00	\$ 1,250.00	\$ 3.50	\$ 875.00	\$ 15.00	\$ 3,750.00	\$ 35.00	\$ 8,750.00
19	Hot Mix Asphalt 19M4 Base Course	1,100	TH	\$ 88.00	\$ 96,800.00	\$ 100.00	\$ 110,000.00	\$ 80.00	\$ 88,000.00	\$ 80.00	\$ 88,000.00	\$ 80.00	\$ 88,000.00	\$ 80.00	\$ 88,000.00
20	Hot Mix Asphalt 9.5M4 Surface Course	820	TH	\$ 92.00	\$ 75,360.00	\$ 95.00	\$ 77,900.00	\$ 80.00	\$ 65,600.00	\$ 80.00	\$ 65,600.00	\$ 80.00	\$ 65,600.00	\$ 80.00	\$ 65,600.00
21	Grading	4,400	LF	\$ 1.00	\$ 4,400.00	\$ 3.00	\$ 13,200.00	\$ 3.75	\$ 16,500.00	\$ 3.00	\$ 13,200.00	\$ 4.00	\$ 17,600.00	\$ 3.00	\$ 13,200.00
22	Polymerized Joint Adhesive	6,000	LF	\$ 0.01	\$ 60.00	\$ 0.20	\$ 1,200.00	\$ 0.75	\$ 4,500.00	\$ 0.01	\$ 60.00	\$ 0.75	\$ 4,500.00	\$ 2.00	\$ 12,000.00
23	Temporary Trench Repair	760	SV	\$ 0.01	\$ 7.60	\$ 5.00	\$ 3,800.00	\$ 3.00	\$ 2,280.00	\$ 3.00	\$ 2,280.00	\$ 4.00	\$ 3,040.00	\$ 2.00	\$ 1,520.00
24	Reset Manhole Using New Casing	2	UN	\$ 600.00	\$ 1,200.00	\$ 750.00	\$ 1,500.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
25	Reconstructed Drive, Type W, Using New Casing	3	UN	\$ 1,600.00	\$ 4,800.00	\$ 2,500.00	\$ 7,500.00	\$ 1,700.00	\$ 5,100.00	\$ 1,000.00	\$ 3,000.00	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00
26	Hot Mix Asphalt 19M4 Base Course	1,100	TH	\$ 88.00	\$ 96,800.00	\$ 100.00	\$ 110,000.00	\$ 80.00	\$ 88,000.00	\$ 80.00	\$ 88,000.00	\$ 80.00	\$ 88,000.00	\$ 80.00	\$ 88,000.00
27	Concrete Sidewalk, 4" Thick	1,000	SV	\$ 75.00	\$ 75,000.00	\$ 50.00	\$ 50,000.00	\$ 70.00	\$ 70,000.00	\$ 60.00	\$ 60,000.00	\$ 80.00	\$ 80,000.00	\$ 75.00	\$ 75,000.00
28	Hot Mix Asphalt Driveway, 2" Thick	80	SV	\$ 60.00	\$ 4,800.00	\$ 30.00	\$ 2,400.00	\$ 35.00	\$ 2,800.00	\$ 15.00	\$ 1,200.00	\$ 40.00	\$ 3,200.00	\$ 75.00	\$ 6,000.00
29	Concrete Driveway, Reinforced, 6" Thick	400	SV	\$ 85.00	\$ 34,000.00	\$ 70.00	\$ 28,000.00	\$ 70.00	\$ 28,000.00	\$ 90.00	\$ 36,000.00	\$ 110.00	\$ 44,000.00	\$ 85.00	\$ 34,000.00
30	Detachable Warning Surface	19	SV	\$ 400.00	\$ 7,600.00	\$ 300.00	\$ 5,700.00	\$ 200.00	\$ 3,800.00	\$ 300.00	\$ 5,700.00	\$ 200.00	\$ 3,800.00	\$ 200.00	\$ 3,800.00
31	Rebar Pavers	12	SV	\$ 230.00	\$ 2,760.00	\$ 250.00	\$ 3,000.00	\$ 120.00	\$ 1,440.00	\$ 1.00	\$ 12.00	\$ 150.00	\$ 1,800.00	\$ 110.00	\$ 1,320.00
32	6"x6" Concrete Vertical Curb	3,416	LF	\$ 23.00	\$ 78,568.00	\$ 25.00	\$ 85,400.00	\$ 30.00	\$ 102,480.00	\$ 25.00	\$ 85,400.00	\$ 30.00	\$ 102,480.00	\$ 25.00	\$ 85,400.00
33	Traffic Signs, 4", Thermoplastic	390	LF	\$ 0.45	\$ 175.50	\$ 1.00	\$ 390.00	\$ 1.00	\$ 390.00	\$ 0.75	\$ 292.50	\$ 1.00	\$ 390.00	\$ 0.75	\$ 292.50
34	Traffic Markings	1,248	SV	\$ 2.50	\$ 3,120.00	\$ 3.00	\$ 3,744.00	\$ 3.00	\$ 3,744.00	\$ 2.50	\$ 3,120.00	\$ 3.00	\$ 3,744.00	\$ 2.50	\$ 3,120.00
35	Traffic Markings, Symbols	240	SV	\$ 2.50	\$ 600.00	\$ 3.00	\$ 720.00	\$ 3.00	\$ 720.00	\$ 2.50	\$ 600.00	\$ 3.00	\$ 720.00	\$ 2.50	\$ 600.00
36	Regulatory and Warning Signs	125	SP	\$ 40.00	\$ 5,000.00	\$ 40.00	\$ 5,000.00	\$ 40.00	\$ 5,000.00	\$ 40.00	\$ 5,000.00	\$ 40.00	\$ 5,000.00	\$ 40.00	\$ 5,000.00
37	6" Ductile Iron Water Pipe, Class 52	2,215	LF	\$ 96.00	\$ 212,640.00	\$ 70.00	\$ 155,050.00	\$ 110.00	\$ 243,900.00	\$ 110.00	\$ 243,900.00	\$ 110.00	\$ 243,900.00	\$ 110.00	\$ 243,900.00
38	18" Ductile Iron Water Pipe, Class 52	80	LF	\$ 170.00	\$ 13,600.00	\$ 200.00	\$ 16,000.00	\$ 115.00	\$ 9,200.00	\$ 120.00	\$ 9,600.00	\$ 120.00	\$ 9,600.00	\$ 120.00	\$ 9,600.00
39	Water Service Connection, 3/4"	60	UN	\$ 2,000.00	\$ 120,000.00	\$ 1,750.00	\$ 105,000.00	\$ 2,000.00	\$ 120,000.00	\$ 2,000.00	\$ 120,000.00	\$ 2,000.00	\$ 120,000.00	\$ 2,000.00	\$ 120,000.00
40	Water Service Connection, 1"	3	UN	\$ 3,000.00	\$ 9,000.00	\$ 3,000.00	\$ 9,000.00	\$ 3,000.00	\$ 9,000.00	\$ 3,000.00	\$ 9,000.00	\$ 3,000.00	\$ 9,000.00	\$ 3,000.00	\$ 9,000.00
41	Gate Valve, 6"	13	UN	\$ 4,000.00	\$ 52,000.00	\$ 2,500.00	\$ 32,500.00	\$ 3,500.00	\$ 45,500.00	\$ 3,500.00	\$ 45,500.00	\$ 3,500.00	\$ 45,500.00	\$ 3,500.00	\$ 45,500.00
42	Isolation Valve, 6"	2	UN	\$ 15,000.00	\$ 30,000.00	\$ 15,000.00	\$ 30,000.00	\$ 15,000.00	\$ 30,000.00	\$ 15,000.00	\$ 30,000.00	\$ 15,000.00	\$ 30,000.00	\$ 15,000.00	\$ 30,000.00
43	Isolation Valve, 10"	2	UN	\$ 18,000.00	\$ 36,000.00	\$ 18,000.00	\$ 36,000.00	\$ 18,000.00	\$ 36,000.00	\$ 18,000.00	\$ 36,000.00	\$ 18,000.00	\$ 36,000.00	\$ 18,000.00	\$ 36,000.00
44	Isolation Valve, 12"	3	UN	\$ 19,000.00	\$ 57,000.00	\$ 20,000.00	\$ 60,000.00	\$ 17,500.00	\$ 52,500.00	\$ 18,000.00	\$ 54,000.00	\$ 18,000.00	\$ 54,000.00	\$ 18,000.00	\$ 54,000.00
45	Fire Hydrant	2	UN	\$ 10,000.00	\$ 20,000.00	\$ 7,000.00	\$ 14,000.00	\$ 7,000.00	\$ 14,000.00	\$ 8,000.00	\$ 16,000.00	\$ 8,000.00	\$ 16,000.00	\$ 8,000.00	\$ 16,000.00
46	Reset Water Valve Box	2	UN	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00
47	Water As Built Plan	1	LS	\$ 1,400.00	\$ 1,400.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
48	Reset Manhole, Sanitary Sewer, Using Existing Casing	0	UN	\$ 615.00	\$ 0.00	\$ 750.00	\$ 0.00	\$ 315.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 750.00	\$ 0.00	\$ 0.00	\$ 0.00
49	8" PVC 600-36 Sewer Pipe	40	LF	\$ 135.00	\$ 5,400.00	\$ 125.00	\$ 5,000.00	\$ 120.00	\$ 4,800.00	\$ 120.00	\$ 4,800.00	\$ 120.00	\$ 4,800.00	\$ 120.00	\$ 4,800.00
50	Sanitary Sewer Service Connection	1	UN	\$ 2,600.00	\$ 2,600.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
51	Video Inspection of Sewer	2	DAY	\$ 3,000.00	\$ 6,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00
52	Sewer As-Built Plan	1	LS	\$ 700.00	\$ 700.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
53	Topsoil and Seeding, 4" Thick	1,200	SV	\$ 5.10	\$ 6,120.00	\$ 6.00	\$ 7,200.00	\$ 6.00	\$ 7,200.00	\$ 5.00	\$ 6,000.00	\$ 5.00	\$ 6,000.00	\$ 5.00	\$ 6,000.00
54	Fertilizing and Seeding, Type "A"	1,200	SV	\$ 1.40	\$ 1,680.00	\$ 1.50	\$ 1,800.00	\$ 1.50	\$ 1,800.00	\$ 1.50	\$ 1,800.00	\$ 1.50	\$ 1,800.00	\$ 1.50	\$ 1,800.00

6/14/2021 Project 7749101 - Improvements to Church Street (Continued) 10-14 Bid Report



ASSOCIATES
CONSULTING AND MUNICIPAL ENGINEERS
1450 Route 9 South, Howell, NJ 07731
(732) 462-7400 FAX: (732) 409-8756

**SUMMARY OF BIDS
RECEIVED OCTOBER 13, 2021 BY THE
GOVERNING BODY OF THE
BOROUGH OF KEYPORT
FOR "IMPROVEMENTS TO CHURCH STREET"**

Trevor J. Taylor, PE, PP, CME
NJ Professional Engineer #44578

NAME:		1		2		3		4		5		6		7	
ADDRESS:		Lucas Brothers, Inc.		Uma Charlie Construction		Chick Rock Construction LLC		S. Brothers Inc.		RM Construction Corp.		James R. Smith, Inc.		L&L Paving Company Inc.	
CITY/TOWN:		18 Broad Street Freehold, NJ 07728		12145 Highway 104 Freehold, NJ 07728		12145 Highway 104 Freehold, NJ 07728		P.O. Box 217 South River, NJ 08882		14 Condit Street Irvington, NJ 07111		24 Yonkersburg Road Marlboro, NJ 07746		21 Yonkersburg Road Marlboro, NJ 07746	
BID GUARANTEE:		15% OF BID NTE \$10,000.00		10% OF BID NTE \$20,000.00		10% OF BID NTE \$10,000.00		15% OF BID NTE \$10,000.00		10% OF BID NTE \$20,000.00		15% OF BID NTE \$10,000.00		10% OF BID NTE \$10,000.00	
SURETY:		INCLUDED		INCLUDED		INCLUDED		INCLUDED		INCLUDED		INCLUDED		INCLUDED	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
S-1	Shovel Mulching	1,200	SY	\$ 1.00	\$ 1,200.00	\$ 1.00	\$ 1,200.00	\$ 1.00	\$ 1,200.00	\$ 1.00	\$ 1,200.00	\$ 1.00	\$ 1,200.00	\$ 1.00	\$ 1,200.00
S-2	Accessories For Work Not Specified (Only If and Where Directed)	1	AL	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
K-1	Excavation, Unstaked	185	CY	\$ 60.00	\$ 11,100.00	\$ 28.00	\$ 5,180.00	\$ 45.00	\$ 8,325.00	\$ 1.00	\$ 185.00	\$ 45.00	\$ 8,325.00	\$ 45.00	\$ 8,325.00
K-2	Dense Graded Aggregate Base Course, 6" Thick	80	AL	\$ 30.00	\$ 2,400.00	\$ 25.00	\$ 2,000.00	\$ 60.00	\$ 4,800.00	\$ 1.00	\$ 80.00	\$ 55.45	\$ 4,436.00	\$ 50.00	\$ 4,000.00
K-3	Hot Mix Asphalt 19.5/24 Base Course	100	TY	\$ 120.00	\$ 12,000.00	\$ 125.00	\$ 12,500.00	\$ 85.00	\$ 8,500.00	\$ 150.00	\$ 15,000.00	\$ 95.00	\$ 9,500.00	\$ 125.00	\$ 12,500.00
K-4	Hot Mix Asphalt 5.5/6.4 Surface Course	25	TY	\$ 150.00	\$ 3,750.00	\$ 175.00	\$ 4,375.00	\$ 100.00	\$ 2,500.00	\$ 100.00	\$ 2,500.00	\$ 115.00	\$ 2,875.00	\$ 125.00	\$ 3,125.00
K-5	18" Concrete Vertical Curb	100	LF	\$ 25.00	\$ 2,500.00	\$ 35.00	\$ 3,500.00	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00	\$ 35.00	\$ 3,500.00
K-6	Traffic Signpost, 4", Thermoplastic	230	LF	\$ 1.00	\$ 230.00	\$ 1.00	\$ 230.00	\$ 1.00	\$ 230.00	\$ 2.00	\$ 460.00	\$ 0.75	\$ 172.50	\$ 3.00	\$ 690.00
K-7	Traffic Markings	50	SF	\$ 3.00	\$ 150.00	\$ 3.00	\$ 150.00	\$ 5.00	\$ 250.00	\$ 8.00	\$ 400.00	\$ 2.50	\$ 125.00	\$ 8.00	\$ 400.00
TOTAL: BASE BID (ITEMS 1 - S1, K1-K7)				\$ 1,332,611.00		\$ 1,470,616.00		\$ 1,472,632.76		\$ 1,481,374.26		\$ 1,529,831.76		\$ 1,493,028.00	
ADDITION ITEM A															
A-1	Traffic Director, Circled Police	1	AL	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
A-2	Cleaning Site	1	LS	\$ 3,700.00	\$ 3,700.00	\$ 2,316.00	\$ 2,316.00	\$ 5,000.00	\$ 5,000.00	\$ 16,000.00	\$ 16,000.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
A-3	Excavation, Test Pit	10	CY	\$ 0.10	\$ 1.00	\$ 75.00	\$ 750.00	\$ 1.00	\$ 10.00	\$ 1.00	\$ 10.00	\$ 150.00	\$ 1,500.00	\$ 10.00	\$ 100.00
A-4	Excavation, Unstaked	60	CY	\$ 90.00	\$ 5,400.00	\$ 25.00	\$ 1,500.00	\$ 55.00	\$ 3,300.00	\$ 1.00	\$ 60.00	\$ 45.90	\$ 2,754.00	\$ 25.00	\$ 1,500.00
A-5	Dense-Graded Aggregate Base Course, 6" Thick	25	CY	\$ 28.00	\$ 700.00	\$ 25.00	\$ 625.00	\$ 65.00	\$ 1,625.00	\$ 1.00	\$ 25.00	\$ 65.45	\$ 1,636.25	\$ 65.00	\$ 1,625.00
A-6	Hot Mix Asphalt 19.5/24 Base Course	30	TY	\$ 115.00	\$ 3,450.00	\$ 100.00	\$ 3,000.00	\$ 115.00	\$ 3,450.00	\$ 150.00	\$ 4,500.00	\$ 95.00	\$ 2,850.00	\$ 125.00	\$ 3,750.00
A-7	Hot Mix Asphalt 5.5/6.4 Surface Course	15	TY	\$ 175.00	\$ 2,625.00	\$ 95.00	\$ 1,425.00	\$ 115.00	\$ 1,725.00	\$ 150.00	\$ 2,250.00	\$ 115.00	\$ 1,725.00	\$ 125.00	\$ 1,875.00
A-8	Reconstructed Manhole, Using New Casting	1	LN	\$ 850.00	\$ 850.00	\$ 2,000.00	\$ 2,000.00	\$ 1,875.00	\$ 1,875.00	\$ 1,000.00	\$ 1,000.00	\$ 1,900.00	\$ 1,900.00	\$ 1,800.00	\$ 1,800.00
A-9	Reconstructed Drain, Type B, Using Existing Casting	2	LN	\$ 800.00	\$ 1,600.00	\$ 2,500.00	\$ 5,000.00	\$ 1,875.00	\$ 3,750.00	\$ 3,000.00	\$ 6,000.00	\$ 1,900.00	\$ 3,800.00	\$ 1,500.00	\$ 3,000.00
A-10	Precast Drainage Structure Top Man	150	SF	\$ 65.00	\$ 9,750.00	\$ 60.00	\$ 9,000.00	\$ 40.00	\$ 6,000.00	\$ 20.00	\$ 3,000.00	\$ 25.00	\$ 3,750.00	\$ 25.00	\$ 3,750.00
A-11	Traffic Markings	20	SF	\$ 2.50	\$ 50.00	\$ 3.00	\$ 60.00	\$ 5.00	\$ 100.00	\$ 8.00	\$ 160.00	\$ 2.50	\$ 50.00	\$ 8.00	\$ 160.00
TOTAL: ADDITION ITEM A (ITEMS A1-A11)				\$ 32,215.10		\$ 25,876.00		\$ 27,210.00		\$ 35,996.00		\$ 20,815.25		\$ 23,880.00	
TOTAL: BASE BID + ADDITION ITEM A				\$ 1,424,798.10		\$ 1,496,492.00		\$ 1,500,842.76		\$ 1,517,370.26		\$ 1,550,647.01		\$ 1,516,908.00	
IRREGULARITIES		No irregularities		No irregularities		No irregularities		1) Math error item 20. 2) Math error base bid total. 3) Content of Surety Marking Absent Signature of Attorney, Contractor Signature.		1) Math error base bid total.		1) Math error item 48. 2) Math error base bid total.		1) Math error base bid total.	

RESOLUTION #___-21**RESOLUTION OF THE BOROUGH OF KEYPORT,
COUNTY OF MONMOUTH, SUPPORTING THE
TRANSFER AND ASSIGNMENT OF A FINANCIAL
AGREEMENT FROM BETHANY MANOR TO BETHANY
MANOR URBAN RENEWAL AS CONTRACT
PURCHASER**

WHEREAS, on July 7, 2021, the Borough of Keyport ("Borough") received a July 6, 2021 letter from McCarter & English, seeking to notify the Borough of a transfer and assignment of the Tax Exemption on Block 108, Lot 6, 500 Broad Street, Keyport, New Jersey (the "Property"); and

WHEREAS, the Property is currently owned by Bethany Manor, and McCarter & English's client, Bethany Manor Apartments Urban Renewal, LP ("Bethany URE"), is the contract purchaser. Bethany URE is an approved urban renewal entity; and

WHEREAS, the Property consists of a total of 331 units of Section 202 low and moderate income housing (the "Project"), and is subject to a payment in lieu of tax agreement ("PILOT") between the Borough and Bethany Manor, which exempts the Project from conventional taxes pursuant to the provisions of *N.J.S.A. 40A:20-1 et seq.*, the Long Term Tax Exemption Law (the "LTTE Law"); and

WHEREAS, by way of background, the Borough entered into a tax abatement agreement with Bethany Manor on February 14, 1972 (the "BM1 Agreement"), which provided a tax exemption pursuant to *N.J.S.A. 55:16-1 et seq.* (the "Limited Dividend Law", a predecessor to the LTTE Law), for the land and improvements located on Block 108, Lots 6-12. Under the terms of the BM1 Agreement, Bethany Manor was required to make a payment in lieu of taxes in an amount equal to fifteen percent (15%) of annual gross shelter rents on that property for a term of fifty (50) years; and

WHEREAS, on August 23, 1978, the Borough entered into a separate tax abatement agreement with Bethany Manor Annex that provides for a tax exemption pursuant to the Limited Dividend Law for the land and improvements located on Block 108, Lots 17-24 (the "BM2 Agreement"). Under the terms of the BM2 Agreement, Bethany Manor is required to make a payment in lieu of taxes in an amount equal to six and twenty-eight hundredths percent (6.28%) of annual gross revenue on that property for a term of fifty (50) years; and

WHEREAS, the Borough consolidated the BM1 and BM2 Agreements on December 16, 2015 into a single amended and restated Agreement with Bethany Manor (the "Agreement"), which is the current Agreement at issue; and

WHEREAS, with respect to Bethany URE's July notice respecting the transfer and assignment of the Tax Exemption from Bethany Manor to Bethany URE for the Project, Section 6(b) of the Agreement provides as follows:

“This agreement has been entered into for the benefit of the Sponsor, its successors and assigns, and **in the event a new corporate entity is established, either pursuant to the Limited-Dividend Law, the LTTE Law or the Non-Profit Corporation Act of the State of New Jersey (N.J.S.A. 55:16-1 et seq.) for the purpose of owning and operating the Projects, this Agreement shall benefit and apply to said corporate entity without any further action by the Municipality.**” (Emphasis added); and

WHEREAS, the Capital Realty Group, which specializes in affordable housing, will manage the Project following closing. Capital Realty owns and manages over 15,000 affordable units nationwide, and has been involved in multiple NJHMFA projects; and

WHEREAS, the Project will be rehabilitated in the estimated amount of over \$10,000,000. The rehabilitation work includes substantial costs to be spent relating to improvements to the exterior and building systems, common areas, and each individual unit; and

WHEREAS, at closing, Bethany URE will enter into a new twenty-year (20) HAP contract for the currently subsidized 146 units of the Project, and additional units will also be added to the HAP Contract; and

WHEREAS, also at closing, Bethany URE will enter into a new HUD 223F mortgage, which will be in place for thirty-five (35) years. HUD requires that the tax exemption remain in place on the Project for the term of the mortgage as a condition of financing the Property and the Project. The term of the exemption, and payment in lieu of taxes, cannot exceed the term of thirty-five (35) years from the closing of the 2015 refinance with Bethany Manor, which is December 2050; and

WHEREAS, furthermore, the term of the exemption is also tied to the continuation of the HUD-insured mortgage on the Project. Since the execution of the Agreement in 2015, the LTTE Law has been amended to provide for an extension of tax abatements for subsidized housing projects beyond the term of any original mortgage financing; and

WHEREAS, in that regard, the LTTE Law allows for the continuation of the Project's tax exemption, as long as the Project remains subject to affordability controls pursuant to any federal or State project-based assistance. As this Project will continue to require affordability controls by the HAP contract and the HUD mortgage, the tax exemption can continue so long as the Project remains subject to these affordability controls; and

WHEREAS, further, the LTTE Law supports the position that State and federal subsidized housing, such as the Project, should receive and maintain exemptions beyond the first mortgage; and

WHEREAS, based on all of the forgoing, including Borough review of the authorities cited by Bethany URE, as well as the materials furnished in support of the Tax Exemption transfer notice sent to the Borough, the transfer of the Agreement from Bethany Manor to Bethany URE is authorized pursuant to both its terms and the LTTE Law, which ensures that

the Project may maintain a PILOT for the duration of the affordability controls set forth in the HAP Contract and HUD Mortgage; and

WHEREAS, the transfer and assignment of the Tax Exemption under the Agreement will be effectuated upon closing of title, acquisition of the Property by Bethany URE, and the assignment of the Agreement from Bethany Manor to Bethany URE; and

WHEREAS, for the reasons set forth above, no additional act of the Borough is necessary to effectuate the transfer and assignment of the Agreement from Bethany Manor to Bethany URE. Nonetheless, the Borough is desirous of adopting this Resolution supporting the assignment, to properly document the occurrence of the transfer, and to express the Borough's support of the rehabilitation of this Project, and the continuation of affordable housing; and

WHEREAS, toward that end, the Borough hereby adopts this Resolution, all for the aforesaid reasons.

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 Mayor and Council of the Borough of Keyport in the County of Monmouth, hereby express their support of the transfer and assignment of the 2015 Agreement from Bethany Manor to Bethany URE, all for the reasons expressed in this Resolution. Any necessary Borough personnel, including without limit the Borough Mayor, Administrator, Tax Collector and/or Tax Assessor, are hereby authorized and directed to do all things necessary, and to execute any documents reasonably necessary, to effectuate the purposes hereof, including to reflect the occurrence of the transfer and assignment of the Tax Exemption in the tax records at the time of closing on the Property and the Project.
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. A copy of this Resolution shall be available for public inspection at the offices of the Borough Clerk.
5. 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 October 19, 2021.

Michele Clark, RMC
Borough Clerk

ORDINANCE #12-21

ORDINANCE OF THE BOROUGH OF KEYPORT, COUNTY OF MONMOUTH, NEW JERSEY, AMENDING SCHEDULE VIII "TRUCKS OVER FOUR TONS AND VEHICLES OVER THE REGISTERED GROSS WEIGHT EXCLUDED" OF CHAPTER VII, SECTION 4.1 OF THE REVISED GENERAL ORDINANCES OF 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, pursuant *N.J.S.A. 39:4-197*, the Mayor and Council of the Borough of Keyport (the "**Borough Council**") have the power to adopt ordinances concerning traffic and parking within the Borough; and

WHEREAS, the Mayor and Borough Council hereby desire to amend Schedule VIII "Trucks Over Four Tons and Vehicles Over the Registered Gross Weight Excluded" of Chapter VII, Section 4.1 of the Borough Code to reflect an additional exclusion at Church Street between East Front Street and Maple Place in the Borough, as follows (additions are underlined):

SCHEDULE VIII- TRUCKS OVER FOUR TONS AND VEHICLES OVER THE REGISTERED GROSS WEIGHT EXCLUDED.

In accordance with the provisions of subsection 7-4.1, trucks over four tons and vehicles over the registered gross weight are excluded from the following described streets or parts of streets, except for the pick up and delivery of materials on such streets.

Name of Street	Weight (tons)	Location
Jackson Street	4	Between Main Street and Broad Street
May Street	4	Entire length from Washington Street to Maple Place
Monroe Street	4	Between Broad Street and Atlantic Street
Perry Street	4	Entire length from Maple Place to Francis Street
Pershing Place	4	Entire length
Raritan Avenue	4	Northbound only
St. George Place	4	Entire length
St. Peters Place	4	Entire length
Third Street	4	Between Atlantic Street and Fulton Street
Washington Street	4	Northbound only
<u>Church Street</u>	<u>4</u>	<u>Between East Front Street and Maple Place</u>
<u>Osborn Street</u>	<u>4</u>	<u>Between East Front Street and Maple Place</u>

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. Schedule VIII of Chapter VII, Section 4.1 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: September 21, 2021
Public Hearing: October 19, 2021
Adopted:

Michele Clark, RMC
Borough Clerk
Borough of Keyport

Collette J. Kennedy, Mayor
Borough of Keyport

Michele Clark

From: Jay Delaney <administrator@keyportonline.com>
Sent: Wednesday, October 13, 2021 2:08 PM
To: 'Michele Clark'
Subject: FW: Refunding Bond Ordinance

Michele,
Please include the below email from CFO Tom Fallon as part of the agenda related to the refunding bond ordinance.
-Jay

From: Tom Fallon <tfallon@keyportonline.com>
Sent: Wednesday, October 13, 2021 9:41 AM
To: Keyportonline Administrator <administrator@keyportonline.com>
Cc: 'Dennis F Fotopoulos' <dennisf@keyportonline.com>; 'Matt Goode' <mgoode@keyportonline.com>
Subject: Refunding Bond Ordinance

Jay,

As discussed the Borough has an opportunity to refund our 2011 General Obligation Bonds which have \$1,000,000 principal outstanding and 5 year of maturity. The refunding at current rates would save approximately \$75,000 in interest expense (after issuance costs are considered) and can be completed by the MCIA at the same time we issue the MCIA Bonds in December. I have asked Bond Council to prepare a refunding bond ordinance to be placed on the agenda of 10/19 for council consideration. Thanks,

Tom

*Thomas P. Fallon, CPA, RMA
Borough Chief Financial Officer
(P) 732-739-5129
(F) 732-739-4701
tfallon@keyportonline.com*

This electronic message transmission contains information from the Borough of Keyport, New Jersey which may be confidential or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited.

ORDINANCE #___-21

**REFUNDING BOND ORDINANCE PROVIDING FOR THE
REFUNDING OF OUTSTANDING GENERAL OBLIGATION
BONDS BY THE BOROUGH OF KEYPORT, APPROPRIATING
\$1,050,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF
\$1,050,000 REFUNDING BONDS OF THE BOROUGH TO
FINANCE THE COST THEREOF**

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF
KEYPORT (not less than two-thirds of all members thereof affirmatively concurring) AS
FOLLOWS:

Section 1. The Borough of Keyport, a municipal corporation of the State of New Jersey (the "Borough") is hereby authorized to refund its outstanding General Obligation Bonds dated August 4, 2011 and maturing on August 1, 2022 through August 1, 2026 in the aggregate principal amount of \$1,000,000 (the "Refunded Bonds").

Section 2. For the refunding described in Section 1 of this refunding bond ordinance, there is hereby appropriated the sum of \$1,050,000. In order to finance the cost of the refunding described in Section 1, negotiable refunding bonds are hereby authorized to be issued in the aggregate principal amount of not to exceed \$1,050,000 pursuant to the Local Bond Law.

Section 3. The purpose of the refunding described in Section 1 of this refunding bond ordinance is to realize interest cost savings for the Borough. No refunding bonds shall be sold unless the interest cost savings resulting from such sale equals or exceeds 3% net present value savings.

Section 4. An aggregate amount not exceeding \$50,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) is included in the estimated cost of the refunding described in Section 1 of this refunding bond ordinance, which estimated cost is equal to the appropriation stated in Section 2 of this refunding bond ordinance.

Section 5. The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and submitted to the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey (the "Director"). Such Statement shows that the gross debt of the Borough is increased by \$1,050,000 (the amount of the authorization of the obligations provided for in this refunding bond ordinance), and that \$1,000,000 (the aggregate principal amount of the Refunded Bonds) is deductible from the gross debt of the Borough which results in a \$50,000 increase in the net debt of the Borough. The obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

Section 6. A certified copy of this refunding bond ordinance as adopted on first reading shall be filed with the Director prior to final adoption.

Section 7. This refunding bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Recorded Vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

The foregoing is a true copy of a refunding bond ordinance introduced and adopted on first reading by the governing body of the Borough of Keyport on October 19, 2021.

Michele Clark
Clerk

Introduced: October 19, 2021

Public Hearing:

Adopted:

Michele Clark, RMC
Borough Clerk

Collette J. Kennedy, Mayor
Borough of Keyport

ORDINANCE #-21

AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTERS 25 "ZONING" AND 5 "LICENSES" OF THE CODE OF THE BOROUGH OF KEYPORT ESTABLISHING LAND USE REGULATIONS AND LICENSING REQUIREMENTS FOR CANNABIS BUSINESSES

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

WHEREAS, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c. 16, known as the "New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act" (the "Act"), which legalizes the recreational use of cannabis by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, use and possession; and

WHEREAS, the Act establishes six marketplace classes of licensed businesses, including:

- Class 1 Cannabis Cultivator license, for facilities involved in growing and cultivating cannabis;
- Class 2 Cannabis Manufacturer license, for facilities involved in the manufacturing, preparation, and packaging of cannabis items;
- Class 3 Cannabis Wholesaler license, for facilities involved in obtaining and selling cannabis items for later resale by other licensees;
- Class 4 Cannabis Distributor license, for businesses involved in transporting cannabis plants in bulk from on licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another;
- Class 5 Cannabis Retailer license for locations at which cannabis items and related supplies are sold to consumers; and
- Class 6 Cannabis Delivery license, for businesses providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchased items to a consumer, and which service would include the ability of a consumer to make a purchase directly through the cannabis delivery service which would be presented by the delivery service for fulfillment by a retailer and then delivered to a consumer.

WHEREAS, section 31a of the Act authorizes municipalities by ordinance to adopt regulations governing the number of cannabis establishments (defined in section 3 of the Act as "a cannabis cultivator, a cannabis manufacturer, a cannabis wholesaler, or a cannabis retailer"), cannabis distributors or cannabis delivery services allowed to operate within their boundaries, as well as the location manner and times operation of such establishments, distributors or delivery services, and establishing civil penalties for the violation of any such regulations; and

WHEREAS, the Municipal Land Use Law (*N.J.S.A. 40:55D-1, et seq.*) delegates to municipalities the power to zone and regulate development and that statute is amended from time to time by the State legislature; and

WHEREAS, the Borough Council wishes to create land use regulations and licensing requirements for cannabis businesses that can promote the health, safety, and general welfare of the community; and

WHEREAS, the State of New Jersey is presently reviewing applications and will be issuing licenses to cannabis businesses in the State of New Jersey; and

WHEREAS, inquiries have been made by persons and companies that operate or seek to operate cannabis facilities in New Jersey and that have expressed interest in establishing business operations in Keyport; and,

WHEREAS, these companies have applied or will apply to the State of New Jersey for licensing and are awaiting approval and issuance of a State license; and

WHEREAS, it is in the best interest of the Borough of Keyport to be proactive in establishing such local land use regulations and licensing requirements for cannabis businesses in advance of the issuance of additional licenses by the State to facilitate the opportunity for such businesses to establish operations in the Borough of Keyport; and

WHEREAS, the Mayor and Borough Council have determined that cannabis businesses present special concerns and should be regulated specifically to permit the uses where appropriate in the Borough; and

WHEREAS, the Borough has determined that all classes of cannabis businesses should be permitted in certain zones and in appropriate locations as delineated herein.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF KEYPORT AS FOLLOWS:

SECTION ONE: AMENDMENT TO ZONING ORDINANCE

Chapter 25 "Zoning" of the Code of the Borough of Keyport shall be amended as follows; additions to the current ordinance are noted in underline.

Section 25-1-15.20 Cannabis Businesses

a. Definitions. The terms and definitions as delineated in *N.J.S.A. 24:6I-33* are incorporated herein.

b. State Licensed Cannabis Businesses are Permitted.

1. Any class of cannabis business duly licensed by the State of New Jersey to conduct legal adult use cannabis operations, as defined by State law, may operate within

the noted zones so long as: (i) the entity maintains its State license in good standing; (ii) the entity maintains its Keyport Cannabis Business License in good standing; and (iii) the entity otherwise remains in full compliance with the laws and regulations established by the State of New Jersey and the applicable Agency, Authority, and/or Department governing the licensed activity, as may be amended.

2. No Business License to operate within the Borough of Keyport shall be granted or renewed without such evidence as may be required by the Borough Clerk's Office to determine that the entity maintains all valid State and/or Departmental licenses and approvals, and that all such licenses and/or approvals remain in good standing at the time of registration.

c. Zoning Districts Where Cannabis Businesses are Permitted.

1. Cannabis Retailers and Cannabis Delivery Services are permitted in the following areas, subject to all applicable provisions set forth herein, state law, and all other applicable codes and regulations, including but not limited to the Building Code:

- a. Highway Commercial District (HC);
- b. Industrial District (I); and
- c. General Commercial District (GC) but only for those lots:
 - i. fronting West Front Street between Broad Street and Beers Street;
 - ii. fronting Broad Street between West Front Street and Third Street; and
 - iii. fronting Main Street between West Front Street and Barnes Street.

Two (2) Cannabis Retailers shall not be permitted in any one district.

2. Cannabis Cultivators, Cannabis Distributors, Cannabis Manufacturers, and Cannabis Wholesalers are only permitted in the Industrial District (I) in accordance with all applicable provisions set forth herein, state law, and all other applicable codes and regulations, including but not limited to the Building Code.

3. Curbside retail sales of Cannabis are not permitted in the General Commercial Districts.

d. Site Standards for Cannabis Businesses

1. There shall be no on-site sales of alcohol or tobacco products, and no on-site consumption of food, alcohol, tobacco, or cannabis by patrons at any cannabis business.

2. Entry onto the premises of a cannabis business by a person who is under the age of 21 is prohibited, unless the individual is accompanied by and supervised by a parent or legal guardian or is otherwise permitted by law.

3. Hours of public operation shall be limited to 8:00 a.m. through 10:00 p.m. daily. No licensed Cannabis Retailer, Cultivator, Distributor, Manufacturer, or Wholesaler shall be open to the public between the hours of 10:01 p.m. and 7:59 a.m. on any day. The hours of public operation of Cannabis Delivery Services shall be as regulated by the Cannabis Regulatory Commission.

4. For any licensed cultivation, processing, or similar operation, the facility shall provide an air treatment system with sufficient odor absorbing ventilation and exhaust systems such that any odors generated inside the facility are not detectable by a person of reasonable sensitivity anywhere on adjacent property, within public rights of way, or within any other unit located within the same building as the licensed facility if the use only occupies a portion of a building.

5. For any licensed cultivation, processing, manufacturing, or similar operation, the facility shall provide for noise mitigation features designed to minimize disturbance from machinery, processing and/or packaging operations, loading, and other noise generating equipment or machinery. All licensed facilities must operate within applicable State decibel limitations.

6. To the extent not already required by the entity's State license, all sites must be equipped with security cameras covering all exterior parking and loading areas, points of entry, and interior spaces which are either open to the public or used for the storage or processing of cannabis products. Footage must be maintained for the duration required under State law.

7. All licensed cannabis facilities must provide the Keyport Police Department with access to security footage immediately upon request by the Department.

8. To the extent not already required by the entity's State license, all licensed facilities must provide at least one security guard (or more if required by the State) during all times the facility is open to the public. At a minimum, the security guard shall be a State Certified Security Officer whose certification is in good standing.

9. For any licensed cultivation operation, the facility must mitigate lighting spillover into any residential neighborhoods, and must comply with all applicable State lighting limitations.

10. No Cannabis Business shall be located within the following distances from the specified land uses listed below:

a. 250 feet of a licensed childcare facility or residential childcare facility;

b. 250 feet of any elementary school, middle school, high school, college or university either public or private;

c. 150 feet of any church, synagogue, temple, or other place used exclusively for religious worship.

11. No licensed Cannabis Retailer shall be located in or upon any premises in which a grocery store, delicatessen, indoor food market, or other store engaging in retail sales of food operates, or in or upon any premises in which a store that engages in licensed retail sales of alcoholic beverages operates.

12. Cannabis waste shall be stored, secured, and managed in accordance with applicable State laws.

13. Display of Cannabis and Related Paraphernalia: Cannabis plants, products, and paraphernalia shall be screened from view from any exterior windows.

14. All Cannabis Businesses shall conduct operations indoors. No Cannabis Cultivators shall be permitted to operate outdoors, e.g., grow canopies.

15. Cannabis consumption areas shall not be permitted in the Borough.

e. On-Site Signage

1. No State licensed cannabis business shall display signage containing text and/or images intended to promote excessive consumption of cannabis products.

2. Signage shall otherwise comply with the requirements of Article 25-1-17 (Signs) of the Keyport Land Use Regulations to the extent permissible by applicable State laws and regulations governing signage standards for licensed cannabis businesses.

3. No State licensed cannabis business shall place or cause to be placed any off-site advertising signage.

f. Penalties.

Any person violating any provision of this section shall, upon conviction be subject to the penalties stated in Chapter I, Section 1-5, General Penalty, except that the minimum penalty shall not be less than \$500 for a first offense, \$1,000 for a second offense, and \$1,500 for a third offense.

SECTION TWO: AMENDMENT AND SUPPLEMENT TO CHAPTER 5 GENERAL LICENSING AND BUSINESS REGULATIONS

Chapter 5 "General Licensing and Business Regulations" of the Code of the Borough of Keyport shall be amended and supplemented as follows; additions to the current ordinance are noted in underline.

Section 5-17 Cannabis Business Licenses.

a. Purpose. This section is enacted to regulate the cultivation, production, sale, and transportation of cannabis in the borough in accordance with the provisions of the "New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act" comprising *N.J.S.A. 24:6I-31 et seq.*, and in accordance with the rules and regulations of the Cannabis Regulatory Commission.

b. Definitions. As used in this Chapter, words and phrases shall have the same meanings they have in *N.J.S.A. 24:6I-31 et seq.*, and in accordance with the rules and regulations of the Cannabis Regulatory Commission.

c. Cannabis Business Licenses.

1. **Laws Applicable.** All applications for licenses, all licenses issued, and all proceedings under this Chapter shall be in accordance with the Act, rules and regulations referred to in Section 25-1-15.20 and all other applicable laws of the State of New Jersey.

2. **Issuing Authority.** All licenses required by this Chapter, including renewal licenses, shall be issued by the governing body of the Borough, which shall also administer the provisions of this Chapter. The granting of any license permitted by this Chapter shall be at the sole and absolute discretion of the governing body of the Borough.

3. **Cannabis Business License Required.** No person shall cultivate, sell, or distribute cannabis within the Borough without having obtained a license in accordance with the Act referred to in Section 5-17(a) and the provisions of this Chapter.

4. **Cannabis Business License Fees--Maximum Number.** The annual license fee and maximum number of licenses for the Cannabis Businesses in the Borough shall be as follows:

Class of License	Annual License Fee	No. of Licenses
Class 1 Cannabis Cultivator	\$10,000	2
Class 2 Cannabis Manufacturer	\$10,000	2
Class 3 Cannabis Wholesaler	\$5,000	2
Class 4 Cannabis Distributor	\$5,000	2
Class 5 Cannabis Retailer	\$5,000	2
Class 6 Cannabis Delivery	\$5,000	2

The governing body of the Borough shall not be required to issue the maximum number of licenses. The grant of a license to any Cannabis Microbusiness shall be considered as counting towards the maximum number of licenses.

d. **Cannabis Business License Conditions.** In order to be granted a business license for the operation of any Cannabis Business the following conditions must be satisfied:

1. Completion of all forms, checklists, and other submissions as may be required by the Borough Clerk's Office;
2. Payment of all applicable local fees, including inspection and licensing fees;
3. Demonstration that all applicable State licenses have been obtained;
4. Passage of all applicable State and local inspections required to be completed prior to the beginning of operations and/or renewal of any State and/or local license;
5. Submission of emergency contact information to be utilized by police, fire, and EMT personnel in the event of an on-site emergency;
6. Submission of a full copy of the Application for State Licensure, via hard copy or digitally, with pages prominently marked "CONFIDENTIAL" as appropriate for purposes of compliance with New Jersey's Open Public Records Act (NOTE: pages not marked as confidential will be disclosed in response to an applicable OPRA request); and
7. Submission of application fee of Five Thousand (\$5,000.00) Dollars. The Borough shall refund eighty (80%) percent of the application fee for any applicant not granted a license.

e. **Cannabis Subcommittee.** There shall be standing Cannabis Subcommittee, which shall review all completed submissions for any Cannabis license and submit a recommendation to the entire governing body regarding the grant or denial of a license. The members of the subcommittee shall be as follows: (i) Two (2) members of council to be chosen by it; (ii) the Keyport Chief of Police; and (iii) the Business Administrator of the Borough. The terms of the councilmembers shall be for one (1) year. It is recommended that at least one council member remain from the previous year's subcommittee.

f. **Regulation of Cannabis Business Licenses.** Any license issued under this Chapter shall conform to the requirements of Section 25-1-15.20 of the Borough Code with regard to operation.

g. **Revocation of Cannabis Business Licenses.**

1. Any license issued under this Chapter may be suspended or revoked for violation of any of the provisions of this Chapter or any provision of any applicable statute or any of the rules and regulations of the Cannabis Regulatory Commission.
2. Notice of a hearing for the suspension or revocation of a license shall be given in writing by the Borough Clerk. The notice shall specifically set forth the grounds upon which the proposed revocation is based and the time and place of the hearing. It shall

be served by mailing a copy to the licensee at his or her last known address by certified mail, return receipt requested, at least five (5) days prior to the date set for the hearing.

3. At the hearing, the licensee shall have the right to appear and be heard, to be represented by an attorney, to present witnesses in his or her own behalf, to cross-examine opposing witnesses and to have a permanent record made of the proceedings at his or her own expense. The Council shall revoke or suspend the license if they are satisfied by a preponderance of the evidence that the licensee is guilty of the acts charged.

4. Suspension or revocation of a license shall be in addition to any other penalty which may be imposed for a violation of this Chapter

h. Penalties.

In the absence of State specified penalties, the Borough may issue fines to any person violating any provision of this section, upon conviction, up to \$2,500 for a first offense, \$5,000 for a second offense, and \$10,000 for a third offense.

SECTION 3: AMENDMENT AND SUPPLEMENT TO CHAPTER 2 ADMINISTRATION

Chapter 2 "Administration" of the Code of the Borough of Keyport shall be amended as follows; additions to the current ordinance are noted in underline.

Chapter 2-27 Cannabis Business Sales Tax

a. A tax is hereby imposed upon all persons engaged in the business of selling cannabis as a Cannabis Cultivator, Cannabis Manufacturer, or Cannabis Retailer in the Borough of Keyport, at the rate of two percent (2%) of the gross receipts from such sales made in the course of that business. Retailers may reimburse themselves for their tax liability hereunder by separately stating the tax as an additional charge, which charge may be stated in combination, in a single amount, with any State tax that retailers are required to collect.

b. A tax is hereby imposed upon all persons engaged in the business of selling cannabis as a Cannabis Wholesaler in the Borough of Keyport, at the rate of one percent (1%) of the gross receipts from such sales made in the course of that business. Wholesalers may reimburse themselves for their tax liability hereunder by separately stating the tax as an additional charge, which charge may be stated in combination, in a single amount, with any State tax that wholesalers are required to collect. Each person required to collect the tax herein imposed shall be personally liable for the tax imposed, collected, or required to be collected hereunder.

c. The imposition of the tax imposed by this Chapter is in accordance with the provisions of State law and is in addition to any and all other taxes and charges.

i. A user tax shall be levied on any Cannabis Business operating more than one business, regardless of whether the second business location is in a different municipality. Such user tax rate shall be equivalent to the sales tax rate set forth in sections (a) and (b) of this Chapter 2-27 (as applicable) and imposed on the value of each transfer or use of cannabis between one business location and another business location.

d. The tax imposed by this Section, and all civil penalties that may be assessed as an incident thereto, shall be remitted to, collected by and enforced by the Borough's Chief Financial Officer, who shall have the full power to administer and enforce the provisions of this Chapter.

e. The failure to timely collect or remit all taxes due pursuant to this Chapter is a violation of this Code and may be subject to the penalties hereunder.

f. Penalties.

Any person violating any provision of this section shall, upon conviction be subject to the penalties stated in Chapter I, Section 1-5, General Penalty, except that the minimum penalty shall not be less than \$500 for a first offense, \$1,000 for a second offense, and \$1,500 for a third offense.

SECTION FOUR: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION FIVE: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION SIX: This Ordinance shall take effect after publication and passage according to law.

Introduced: October 19, 2021

Public Hearing:

Adopted:

Michele Clark, RMC
Borough Clerk

Collette J. Kennedy, Mayor
Borough of Keyport

Comm #1
(RELISTED)

Keyport Fire Department

70 WEST FRONT ST KEYPORT NJ 07735

732-739-3900 x5142

Mayor and Council

Borough of Keyport

70 West Front St.

Keyport NJ, 07735

RECEIVED
SEP 15 2021

BY: _____

Dear Madam or Sir:

This letter is to advise you at the last regular meeting of Lincoln Rose Company

Held on 9-14-21 the membership accepted the resignation of John Kovacs Jr.
(DECEASED) as an active member.

Please be advised at the same meeting Sean Walsh member residing at

[REDACTED] Road was accepted to membership.

We appreciate your attention and prompt action. Thank you for your cooperation and consideration.

Sincerely

Robert M. Poling
Secretary

Cc:

Keyport Firemen's Relief Association

Robert M. Poling Secretary

39 Oak St.

Keyport, NJ 07735

ASSOCIATION #	COMPANY #	LINE #
FOR STATE OFFICE USE ONLY		

New Jersey State
Firemen's Association
Application for Membership

Form 100 - REV 5/19

Date 9-12-20

KEYPORT 171 Keyport Monmouth
Relief Association Name Assoc. Number Municipality County

LINCOLN HOSE Keyport Fire Department
Fire Company Name Fire Department Name

Applicant Name Sean K Walsh
First Middle Initial Last Suffix

Home Address [REDACTED] Keyport NJ 07735 22
Street Municipality Zip Code # of years

Date of Birth [REDACTED] Birth Place Riverview RedBank NJ SS # [REDACTED]
(REQUIRED)

Applicant Phone Number [REDACTED] Applicant Email Address [REDACTED]

Have you ever applied to be a member of the NJSFA? ☐ Yes ☒ No If yes, when _____ where _____

If you have a line number with another Relief Association: ☐ Stay with previous Association ☐ Move records to new Association

Signature of Applicant (witnessed by a Notary Public): [Signature]

State of New Jersey, County of MONMOUTH

On 9/13, 2021 before me, ROBERT M POLING, Notary Public in and for said county, personally appeared

SEAN K WALSH, (signer) who has satisfactorily identified himself/herself as the signer to the above referenced document.

My Commission Expires: <u>NOTARY PUBLIC</u>	<u>[Signature]</u> Notary Public Signature	(Affix Notary Stamp Here)
STATE OF NEW JERSEY MY COMMISSION EXPIRES APRIL 30, 2026		

[Signature]
Signature of Relief Association Secretary

[Signature]
Signature of Chief of Department

Type of Firefighter the Applicant will be: ☐ Career (full time paid) ☒ Volunteer

Municipal/Fire District Approval: I hereby certify that this applicant was admitted to active membership in the Department and has been approved by the governing body of _____ on the _____ day of _____, 20____.

Signature of Municipal Clerk/Board of Fire Commissioners: _____

- Application portion should be completed by Applicant - Typed or Printed ONLY
- Application must have the Physical Test Record completed by a New Jersey Licensed Physician, Nurse Practitioner or Physician's Assistant
- The completed Application and Physical Test Record must be returned to the Local Relief Secretary
- The Local Relief Secretary shall review the application for completeness, attain the proper signatures, and forward to the NJSFA State office.

The Applicant is not a member of the NJSFA until the completed **ORIGINAL** application is received **AND** approved at the NJSFA State office.

Comm #2

Amended DATE
TO 10/24/21



Borough of Keyport
70 West Front Street
Keyport NJ 07735

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

SEP 07 2021

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

BY:

Date Received 9-7-21

Date of Response ~~10/22/21~~ 9/22/2021

Property requested water front pavilion/promenade (Gazebo)

Organization Name/Purpose _____

Name Lauren Reynolds & Stephen Wheeler

Address [REDACTED] NJ 07735

Telephone Number: [REDACTED] Fax Number _____

Email Address: [REDACTED]

Type of Event wedding ceremony - Gazebo

Date of Event ~~10-17-21~~ rescheduled to 10-24-21

Time of Event 1:45

No of People Attending 38

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

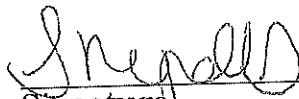
pd. \$100
ck #1701

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.


Signature

9-7-21
Date

Please return completed application/permit to:

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

Michele Clark

From: Matthew Goode <mgoode@keyportonline.com>
Sent: Saturday, October 16, 2021 8:53 AM
To: Jay Delaney
Cc: mclark@keyportonline.com; 'Mayor Collette J Kennedy'
Subject: Fwd: FIRE Department Inspection

Can we add this communication to the agenda?

Matthew Goode
Councilman, Borough of Keyport
70 West Front Street
Keyport, NJ 07735
(732) 859-4555

--- Forwarded message ---

From: Jonathan Borsari [REDACTED]
Date: October 16, 2021 8:16:52 AM
Subject: FIRE Department Inspection
To: Matthew Goode mgoode@keyportonline.com

Good Morning Mr. Commissioner,

Asking permission to hold the annual inspection on 11/6 /2021 1200 hours, at Fireman's Lot. In the event of inclement weather we will hold inspection inside the individual buildings and we shall travel as a group (Borough Officials, Chiefs, and Guests).

Respectfully,
Jay

1210/12/2021 3:56 PM3:56 PMMichele Clark

Michele Clark

From: Denise Nellis <dnellis@keyportonline.com>
Sent: Wednesday, September 29, 2021 3:02 PM
To: 'Michele Clark'
Cc: 'Jay Delaney'; alfred.litwak [REDACTED]
Subject: FW: Harbor Commission By Laws
Attachments: KHC By Laws 210929.pdf

Michele

Please see below email and attachment from the Harbor Commission Chair.

Thank you
Denise

From: Alfred.Litwak [mailto:alfred.litwak@gmail.com]
Sent: Wednesday, September 29, 2021 1:49 PM
To: Denise Nellis <dnellis@keyportonline.com>
Cc: Victoria Pacheco <VPacheco@keyportonline.com>; kmcnamara@keyportonline.com; Nancy L. Smalling [REDACTED]; Robert Aumack [REDACTED]
Subject: Harbor Commission By Laws

Denise:

The Harbor Commission has been working over the last year to creating a set of By Laws to outline its responsibilities and method of operation. During our July meeting we approved a draft of those proposed By Laws, see attached. We would like to now submit them for discussion and hopefully approval by the town council. It is our hope that these By Laws will better focus the Harbor Commission and make it more relevant to the Keyport community.

I would to have the By Laws put on the Town Council's agenda and hopefully put to a vote for approval. Can you please advise me on how best the do this.

Best Regards,

Al Litwak
Chairperson, Harbor Commission
908-433-1600

Sent from Mail for Windows

From: Denise Nellis
Sent: Friday, September 24, 2021 4:43 PM
To: alfred.litwak [REDACTED]; Kenneth Degroat; Nancy L. Smalling; Kahane, Rebecca; dpurcell@keyportonline.com; John Philip Polewczak, Jr.; Sophia Lamber; keyportdirector@lmxac.org
Cc: Matthew Goode; kmcnamara@keyportonline.com; Victoria Pacheco; Dennis F Fotopoulos
Subject: RE: meeting for October

Sorry, the attachment should not have been included in the email.

Denise

From: Denise Nellis [<mailto:dnellis@keyportonline.com>]

Sent: Friday, September 24, 2021 3:09 PM

To: 'alfred.litwak' <alfred.litwak@keyportonline.com>; 'Kenneth Degroat' <kdegroat@keyportonline.com>; 'Nancy L. Smalling'

<nsmalling@keyportonline.com>; 'Kahane, Rebecca' <rkahane@keyportonline.com>; 'dpurcell@keyportonline.com'

<dpurcell@keyportonline.com>; 'John Philip Polewczak, Jr.' <jppolewczak@keyportonline.com>; 'Sophia Lamber'

<slamber@keyportonline.com>; 'keyportdirector@lmxac.org' <keyportdirector@lmxac.org>

Cc: 'Matthew Goode' <mgoode@keyportonline.com>; 'kmcnamara@keyportonline.com' <kmcnamara@keyportonline.com>;

'Victoria Pacheco' <vpacheco@keyportonline.com>; 'Dennis F Fotopoulos' <dennisf@keyportonline.com>;

'kmcnamara@keyportonline.com' <kmcnamara@keyportonline.com>

Subject: meeting for October

To all

Please let me know if your October meeting will be in person, hybrid, zoom or conference call. Also, if it is zoom or conference call please let me know if you need me to set it up.

Thank you

Denise Nellis

Administrative Secretary/

Certified Planning Bd Secretary

732-739-5123

dnellis@keyportonline.com



Keyport Harbor Commission Bylaws

ARTICLE 1: NAME AND PURPOSE

This Commission has been established by the Keyport New Jersey Borough Council by virtue of Ord. No. 531; 1972 Code § 2-7; Ord No. 32-89 and is named The Harbor Commission of the Borough of Keyport (also known as the Keyport Harbor Commission). It is vested with the power and duty to regulate and control with respect to the management, operation and control of the harbor and waterfront owned or leased by the Borough, including the construction, maintenance, operation and use of the harbor, beach, land and all properties, structures, piers, bulkheads and jetties.

ARTICLE 2: MEMBERSHIP, SELECTION, AND RECALL

The Commission shall be comprised of seven members. Five of those shall be members of the community appointed by the Mayor based on their skills and interest in serving on the Commission and confirmed by the Borough Council pursuant to law and shall serve for a period of five years with terms beginning on January 1st of each year. The two remaining members shall be members of the Borough Council and serve one-year terms. All members must be residents of Keyport. Members of the Commission may be recalled by the Keyport Borough Council at any time.

ARTICLE 3: OFFICERS AND MEETINGS

Each year during the regular January meeting of the Commission, a new Chairperson, Vice-Chairperson and Secretary will be selected by the Commission to serve for that year by a simple majority vote.

Officers Duties:

The Chair shall call regular meetings of the board, create agendas and distribute those agendas to all Commission members no less than 7 calendar days prior to each scheduled meeting. They shall preside over meetings.

The Vice-Chair will perform all the duties of the Chair when the Chair is not available.

The Secretary shall take accurate minutes (including attendance records) of each Commission meeting, submit a draft of minutes to the Commission Chair no less than 5 days prior to the meetings, provide Commission members and the Keyport Borough Council with approved minutes, track and provide a membership rotation list and provide all correspondence, written & electronic, required in the regular course of business as approved at Commission meetings.

Meetings:

The Keyport Harbor Commission will hold its regular meetings on the second Monday of every month unless that date falls on a holiday. Then the meeting will be held on the third Monday of that month. Legal notice of the meetings will be provided in accordance with the requirements of P.L. 1975, Ch. 231,

Open Public Meetings Act. Meetings shall be held in accordance with Roberts Rules of Order, which shall be the authority in all matters not covered by the bylaws and/or approved operating procedures.

Special meetings may be called by the Chairperson at any time as long as the legal public notification requirements are met.

Meetings will require a quorum of four (4) members. If less than four members are present, the commission may hold any informal discussion to confer on Commission business, however no formal action may be taken.

The meetings may be held virtually utilizing an auto-video platform that is available to both the members and anyone in the public that may wish to attend the meeting. As is done with in-person meetings, agendas, attendance records and minutes will be kept of these meetings.

Attendance:

All members should make a good effort to attend all regular meetings. Any member that misses three (3) regularly scheduled meetings in a year without giving prior notice to the Chairperson may be removed by a simple majority vote of the Commission.

Voting:

All members will be eligible to vote on any motion made at a meeting. Members may choose to excuse or self-disqualify themselves from the discussion and/or voting on any motion. In that case, 4 affirmative votes will still be required to approve a motion. All voting will follow Robert's Rules. Votes may not be made by proxy.

Minutes:

Minutes must be kept for each meeting and are submitted in a timely manner to the Keyport Harbor Commission members for review and acceptance. All minutes, bylaws revisions, documents generated, and recommendations from the Harbor Commission must be submitted to the Keyport Borough Council for their review and acceptance.

Service without compensation:

The members of the Harbor Commission shall serve without compensation.

ARTICLE 5: EXPENDITURES

The Commission shall be vested with the powers and duties defined and designated in Article 6. For a single expenditure of \$250 or less such actions will not require the approval of the governing body as per the Borough's purchasing guide. For other expenditures, the Commission shall use the Qualified Purchasing Agent employed by the Borough.

ARTICLE 6: POWERS AND DUTIES

The powers and duties vested in the Harbor Commission are hereby defined and designated as follows:

1. With prior approval of the Keyport Borough governing body, act on matters related to the construction, erection, improvement, alterations and extensions of any facility, structure and property.
2. Provide for the maintenance, operation, use, management, regulation, control and supervision of wharves, piers, bulkheads, breakwaters, jetties, docks, slips, basins, docking facilities, beaches, harbors and harbor structures on the waterfront and properties owned or leased by the Borough of Keyport. Regulate, fix, establish bulkhead and pier guidelines on said waterfront, subject to the regulations of the United States and of the state, and make or cause to be made soundings, surveys and plans therefore and to keep records thereof.
3. Adopt and promulgate rules and regulations for the use of the harbor, waterfront, beach, land and all properties, structures, piers, bulkheads, breakwaters and jetties located upon lands on or leased by the borough.
4. Regulate the service and fix the rates to be charged for wharfage, dockage and the use of all facilities within said harbor, waterfront, beach and properties located upon said land owned or leased by the borough.
5. Subject to approval, by resolution, of the governing body of the Borough of Keyport and notwithstanding the requirements in section 14 Public Lands and Buildings Law, the commission may lease without proper public bidding, as such prices and upon such terms as is deemed reasonable, any real or riparian properties and the improvement thereon under its management, operation and control for a term not to exceed 1 year.
6. Raise, recover, tow, remove, store, destroy, and dispose of vessels that have been abandoned in the harbor or waterfront, as appropriate, pursuant to the procedures adopted by the municipal waterways in the Abandon or Sunken Vehicle Disposal Law. A vessel that has been abandoned at a public or private boat dock, mooring, pier or marina is considered abandoned in the harbor or waterfront.

ARTICLE 7: COMMITTEES

The commission will appoint committees of the commission as needed on a temporary. Each committee:

- Will have from 1 to 3 commission members on the committee.
- May also allow additional non-commission members to serve on the committee.
- Will select a chairperson who will report to the commission at its regular meetings.
- Will not keep any minutes of their meetings. Informal notes may be kept.
- Will bring up issues and make recommendations to the commission, but will not have the approval power of the commission.

ARTICLE 8: BYLAWS AMENDMENT PROCESS

No amendment to the bylaws may be introduced and voted upon in the same meeting. Five votes are required to amend the bylaws. The Keyport Borough Council may override any changes to the council's bylaws or policies and procedures.

KEYPORT BOROUGH CLERK'S OFFICE

DATE: 10/1/2021
 TO: MAYOR & COUNCIL
 FROM: MICHELE CLARK, BOROUGH CLERK
 RE: CASH RECEIPTS FOR SEPTEMBER 2021

WATER/SEWER ACCOUNT

OTHER: DEMOLITION		0.00
TOTAL WATER/SEWER	\$	0.00

CURRENT ACCOUNT

BINGO LICENSE	\$	0.00
LIMO LICENSES		0.00
PHOTOCOPIES		19.15
POSTAGE		0.00
RAFFLE LICENSE		40.00
TAXI DRIVER		0.00
TAXI OWNER		0.00
TOW TRUCK OPERATOR APPLICATION		0.00
FLEET FEE/TOW OWNER		0.00
SEARCHES		0.00
VENDING/PEDDLER LICENSE		0.00
VENDING MACHINE		0.00
LIQUOR LICENSE		0.00
STREET OPENING		300.00
RECYCLING PERMITS		120.00
PARKING PERMITS		60.00
AUCTION FEES		0.00
PD- ACC RPTS		0.00
SIDEWALK/STREET CAFÉ		0.00
FILM PERMIT APPLICATION		500.00
OTHER: RETURNED CHECK CHARGE		0.00
NSF FEE		0.00
SUBPOENA		0.00
TOTAL CURRENT		\$1,039.15

ESCROW ACCOUNT

SEASONAL BUSINESS	\$	0.00
ESCROW	\$	108.00
TOTAL ESCROW	\$	108.00

TOTAL RECEIPTS	\$1,147.15
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KEYPORT BOROUGH CLERK'S OFFICE

DATE: 10/1/2021
 TO: MAYOR & COUNCIL
 FROM: MICHELE CLARK, BOROUGH CLERK
 RE: BINGO/RAFFLE MONTHLY REPORT

LICENSE NO.	LICENSE FOR	LICENSEE	PLACE	IDENTIFICATION NO.	DATE OF EVENT	HOURS
RA26-21	OFF-PREMISE 50/50 CASH RAFFLE	BPOE #2030 KEYPORT MATAWAN	249 BROADWAY	236-6-21685	11/26/2021	10PM
RA27-21	OFF-PREMISE 50/50 CASH RAFFLE	NO PAW LEFT BEHIND ANIMAL RESCUE INC	30 W. FRONT ST	229-5-42953	12/11/2021	2PM
RA28-21	PULL TAB	AMERICAN LEGION POST #23 RARITAN	81 W. FRONT ST	236-7-10095	11/11/2021 - 11/10/2022	8AM-2AM

REVISED #2

TAX COLLECTORS / UTILITY COLLECTORS MONTHLY REPORT 2021

TREASURERS REPORT	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT.	OCT.	NOVEMBER	DECEMBER	TOTALS
2022 TAXES													\$86,158.79
2021 TAXES	\$997,361.78	\$3,665,006.08	\$269,528.63	\$1,383,950.52	\$3,161,048.53	\$1,937,293.21	\$12,109.92	\$60,442.94	\$13,605.93				\$15,088,856.32
2020 TAXES	\$17,870.07	\$45,823.13	\$21,966.45	\$20,773.54	\$83,162.64	\$24,088.00	\$38,428.92	\$29,015.15	\$64,370.62				\$403,501.52
2019 AND PREVIOUS YEARS TAXES													\$500.00
INTEREST AND COSTS	\$4,978.12	\$4,272.33	\$6,141.05	\$2,306.10	\$15,406.80	\$5,671.32	\$6,829.75	\$7,510.60	\$19,051.47				\$77,168.54
6% YEAR END PENALTY	\$1,882.67		\$1,010.07		\$3,842.84				\$3,575.14				\$10,310.72
NSF FEES	\$60.00		\$60.00			\$20.00	\$20.00		\$60.00				\$220.00
OFFICIAL TAX SEARCH FEE													\$0.00
ADMIN. FEES/POLICE VEHICLES				\$15,496.25			\$7,997.50		\$25,620.00				\$46,113.75
UNIFORM FIRE SAFETY	\$12,569.00	\$12,970.00	\$4,241.00	\$13,070.06	\$4,842.00	\$4,107.00	\$20,740.24	\$13,999.42	\$3,531.00				\$90,089.72
LANDLORD REGISTRATION	\$350.00	\$350.00	\$300.00	\$6,280.00	\$22,410.00	\$9,250.00	\$1,690.00	\$4,090.00	\$5,880.00				\$52,980.00
MUNICIPAL PERMIT FEES	\$1,360.00	\$5,415.00	\$2,356.00	\$1,000.00	\$1,520.00	\$360.00	\$700.00	\$335.00	\$980.00				\$13,645.00
MUNICIPAL LICENSES FEES	\$803.00	\$279.00	\$283.00	\$1,350.00	\$18,601.00	\$12,814.00	\$15.00	\$256.00	\$52.00				\$33,328.00
MUNICIPAL COURT FEES	\$5,978.40	\$4,347.10	\$6,039.39	\$8,606.97	\$9,829.40	\$9,926.14	\$7,832.86	\$8,787.16	\$8,666.75				\$69,134.27
UNIFORM CONSTRUCTION FEES	\$10,769.00	\$19,987.00	\$8,050.00	\$13,070.00	\$9,623.00	\$16,173.00	\$23,553.00	\$29,946.00	\$11,652.00				\$137,825.00
MRVA - UCC	\$735.00	\$1,940.00	\$1,455.00	\$1,150.00	\$2,029.50	\$3,065.00	\$1,473.00	\$1,653.00	\$1,403.00				\$14,905.50
PLANNING BOARD APPLICATION			\$1,025.00	\$575.00	\$50.00			\$1,100.00	\$350.00				\$3,550.00
VACANT PROPERTY REGISTRATION FEES	\$3,500.00	\$75,000.00				\$500.00							\$79,000.00
PROPERTY MAINTENANCE FEES						\$350.00							\$350.00
HEALTH INSURANCE CO-PAY	\$14,045.74	\$9,546.64	\$9,531.40	\$9,563.31	\$9,595.22	\$9,502.88	\$14,512.53	\$9,934.04	\$10,154.96				\$96,386.72
WORKERS COMPENSATION								\$2,500.00					\$2,500.00
REIMB. POLICE/FIRE/ECN CAR ACCIDENTS													\$209,980.00
BETHANY MANOR (PILOT)	\$35,650.00	\$19,370.00	\$19,370.00	\$19,370.00	\$36,740.00	\$19,370.00	\$19,370.00	\$19,370.00	\$19,370.00				\$19,333.88
OYSTER BAY LEGION (PILOT)	\$19,333.88												\$1,670.00
POLICE INCIDENT REPORTS	\$245.00	\$475.00	\$355.00	\$25.00	\$250.00		\$525.00						\$1,650.00
POLICE TOWSTORE - IMPRIS	\$1,650.00	\$235.00	\$245.00	\$175.00	\$245.00	\$140.00	\$740.00	\$270.00	\$245.00				\$1,650.00
POST OFFICE LAND RENT													\$9,740.55
OUTDOOR MEDIA													\$16,580.00
BIRTH/DEATH/MARRIAGE - BOH FEES	\$1,160.00	\$1,560.00	\$1,840.00	\$2,210.00	\$1,930.00	\$1,450.00	\$675.00	\$3,428.17	\$1,990.00				\$401.38
RECREATION FEES					\$50.00	\$3,300.00							\$3,050.00
DIV INSPECTION FEES		\$401.38	\$500.00					\$1,400.00	\$400.00				\$5,770.57
RECYCLE - METAL / TIRES		\$157.20			\$420.00		\$6,361.57						\$6,361.57
ALCOHOL ED. AND REHAB GRANT		\$1,830.01				\$1,830.01			\$1,829.98				\$5,490.00
MUNICIPAL DRUG ALLIANCE GRANT													\$52,466.00
OFFICE ON AGING GRANT													\$1,789.04
BODY ARMOUR GRANT			\$1,789.04										\$7,500.00
CLEAN COMMUNITIES GRANT													\$14,986.21
DISTRACTED DRIVING GRANT													\$7,600.00
DRUNK DRIVING ENFORCEMENT GRANT													\$5,770.57
RECYCLING TONAGE GRANT			\$5,770.57										\$0.00
SUSTAINABLE JERSEY GRANT													\$0.00
NPE GRANT/COVID 19 GRANT						\$78,068.80	\$16,901.20						\$94,970.00
AMERICAN RESCUE PLAN							\$365,136.25		\$101,000.00				\$365,136.25
MON CNTY OPEN SP. VETERANS PARK									\$101,000.00				\$80,311.00
CABLEVISION FEES		\$60,311.00											\$38,421.19
VERIZON FIOS FEES													\$0.00
SENIOR CENTER TRIP MONEY													\$750.00
SENIOR CENTER MEMBER FEES	\$50.00		\$60.00	\$50.00			\$150.00	\$200.00	\$250.00				\$0.00
SENIOR CENTER TRIP SURCHARGE													\$0.00
SENIOR CENTER REQUEST													\$1,086.00
INTERFUND FOR OTHER ACCOUNTS	\$204.00		\$54.00	\$720.00		\$27.00		\$27.00	\$54.00				\$0.00
JIF DIVIDEND													\$843.75
CMPTRA - STATE AID								\$506.25	\$337.50				\$625,954.00
FALL ENERGY RCPTS - STATE AID								\$315,572.40	\$210,381.60				\$12,076.00
SPRING ENERGY RCPTS - STATE AID							\$12,076.00						\$0.00
LIBRARY STATE AID													\$0.00
SNR CIVIL VET DEDUCT REIMBURSMT						\$246.00							\$246.00
SV ADMIN FEE / HOMESTEAD ADMIN FEE						\$202,663.40							\$202,663.40
HOMESTEAD REBATE - STATE PAYMENT									\$6,000.00				\$6,000.00
UNION BEACH INTERLOCAL FEES													\$0.00
INTERFUND POLICE IN SCHOOLS													\$0.00
POLING LOCATION RENTS													\$0.00
SALE OF MUNICIPAL ASSETS													\$0.00
MUNICIPAL LIEN REDEMPTION FEES													\$0.00
COUNTY REIMBURSEMENT - COVID19	\$81,768.68	\$169.00	\$2,877.51	\$615.88	\$501.40	\$325.00	\$27.35	\$725.00	\$104.15				\$81,768.68
MISCELLANEOUS REVENUE	\$134.00												\$5,479.29
TOTAL CURRENT RECEIPTS	\$1,306,999.53	\$3,926,444.87	\$2,877.51	\$1,553,950.52	\$3,383,988.53	\$572,349.02	\$762,454.47	\$5,501,611.85	\$777,221.06	\$0.00	\$0.00	\$0.00	\$18,149,817.96

TAX COLLECTORS / UTILITY COLLECTORS MONTHLY REPORT 2021

RESURERS REPORT	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT.	OCT.	NOVEMBER	DECEMBER	TOTALS
WATER/SEWER RENTS	\$434,237.51	\$66,620.60	\$336,742.22	\$347,860.65	\$52,087.29	\$298,319.97	\$382,749.37	\$56,738.55	\$312,983.15				\$2,288,339.31
INTEREST AND COSTS	\$824.25	\$819.19	\$733.46	\$1,105.45	\$1,372.73	\$987.85	\$704.06	\$727.92	\$633.56				\$7,908.47
WATER CONNECTION FEES			\$1,830.00	\$1,830.00									\$3,660.00
SEWER CONNECTION FEES			\$1,262.00	\$1,262.00									\$2,524.00
POOL FILL PERMIT FEES				\$15.00	\$45.00	\$30.00	\$30.00	\$15.00					\$135.00
TURN ON / TURN OFF FEES													\$0.00
NEW METER/ANTENNA W/ INSTALL FEES													\$340.00
HYDRANT SERVICE FEES	\$62.50		\$112.50	\$37.50		\$225.00	\$200.00		\$340.00				\$737.50
FIRE SERVICE FEES	\$250.00		\$450.00	\$150.00		\$4,700.00	\$4,100.00		\$700.00				\$10,050.00
MANUAL METER READ FEE	\$336.92	\$300.65	\$200.00	\$300.00		\$300.00	\$200.00		\$100.00				\$1,737.57
NSF FEES	\$40.00				\$20.00		\$20.00		\$20.00				\$100.00
METER TEST FEE													\$0.00
REINSTALL METER FEES									\$100.00				\$100.00
DEMO PERMITS													\$0.00
TMOBILE CELL TOWER LEASE	\$5,857.17	\$5,857.17	\$11,714.34		\$5,857.17	\$13,446.76		\$8,589.59	\$18,179.18				\$73,501.38
VERIZON CELL TOWER LEASE	\$3,750.00	\$3,750.00	\$3,750.00		\$7,500.00	\$3,750.00	\$3,750.00		\$7,500.00				\$33,750.00
SPRINT CELL TOWER LEASE	\$3,732.42		\$7,464.84	\$3,732.42		\$3,732.42							\$18,662.10
CONSTRUCTION METER & USAGE FEES													\$0.00
LIQUIDATE INTERFUND													\$0.00
MRNA - MISC			\$42,623.43										\$42,623.43
REFUND - BRSA													\$0.00
BUDGET REIMBURSEMENT													\$0.00
TOTAL WATER/SEWER RECEIPTS	\$449,090.77	\$77,347.51	\$406,882.79	\$356,293.02	\$66,882.19	\$327,492.09	\$381,753.43	\$67,071.05	\$341,355.89	\$0.00	\$0.00	\$0.00	\$2,484,168.76

TREASURERS REPORT FOR THE MONTH OF SEPTEMBER 2021

<u>TOTAL COLLECTED IN THE BOARD OF HEALTH OFFICE.....</u>	<u>\$1919.40</u>
DOG LICENSES.....	\$45.20
CAT LICENSES.....	\$8.20
MARRIAGE & CIVIL UNION LICENSES.....	\$21.00
MARRIAGE & CIVIL UNION LICENSES TRUST.....	\$175.00
DOMESTIC PARTNERSHIP AFFIDAVITS.....	\$-0-
BURIAL PERMITS TRUST.....	\$-0-
DEATH CERTIFICATES.....	\$20.00
DEATH CERTIFICATES EFT**.....	\$1160.00
MARRIAGE CERTIFICATES.....	\$190.00
BIRTH CERTIFICATES.....	\$-0-
TATTOO PARLOR.....	\$150.00
PLAN REVIEW.....	\$100.00
FOOD HANDLERS.....	\$50.00
MISCELLANEOUS.....	\$-0-

DISBURSEMENTS –

Check #362	- Boro of Keyport Misc. Acct.	- \$531.00
Check #363	- Boro of Keyport Trust Acct.	- \$175.00
Check #364	- Boro of Keyport Dog Acct.	- \$43.20
Check #365	- NJ State Dept. of Health	- \$10.20

****STATE ELECTRONIC FUNDS TRANSFER-\$1160.00**

Treasurers Report
Page Two

Respectfully submitted,

Board of Health Secretary

Cc: Borough Clerk
Treasurer w/checks

Report #24

BUILDING DEPARTMENT
MONTHLY REPORT - CASH RECEIPTS FOR:

Sep-21

PERMIT TYPE	# ISSUED	AMOUNT
State DCA Fee	34	\$484.00
Construction Certificates	2	\$75.00
Plumbing	8	\$1,135.00
Electrical	15	\$5,445.00
Building	18	\$3,870.00
Fire Sub Code	7	\$475.00
Code Enforcement C of O	49	\$3,535.00
Transfer of Title C of O	23	\$665.00
Smoke Detector Inspection	49	\$2,115.00
Zoning	16	\$1,582.00
Soil Transfer	0	\$0.00
200 Ft. Property List	2	\$20.00
Fence	4	\$225.00
Shed	1	\$50.00
Flatwork	0	\$0.00
Const. Debris Deposit	4	\$115.00
Construction Violations	0	\$0.00
NSF	0	\$0.00
Backflow Preventor	0	\$0.00
TOTALS	232	\$19,791.00
TRC	0	\$0.00
Vacant Property Registration	0	\$0.00
Landlord Registration	33	\$5,530.00
Total	265	\$25,321.00

ACCOUNTS PAYABLE

Amount Paid to Borough \$19,307.00 Check # 2901
 State Fee Due \$3,481.00 Check # 2902

Respectfully Submitted
 Laurie Graham

**MUNICIPAL COURT
BOROUGH OF KEYPORT**

P O Box 60
70 West Front St
Keyport, NJ 07735

Frank J. LaRocca, JMC
Municipal Court Judge

Phone: (732)739-5155
Fax: (732)739-2133

Sandra M. Akes, Acting CMCA
Acting Court Administrator

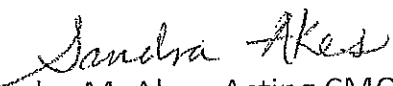
October 6, 2021

Jay Delaney, Borough Administrator
BOROUGH OF KEYPORT

Dear Mr. Delaney,

The Municipal Court met three times in the month of September. There were 246 new cases added and 241 cases disposed of. Enclosed are check #10262 in the amount of \$7,636.06 for all fines collected, check #10263 in the amount of \$700.00 for Public Defender fees, and check #10264 in the amount of \$8.00 for POAA fees collected.

Sincerely,


Sandra M. Akes, Acting CMCA
Borough of Keyport Municipal Court

KEYPORT MUNICIPAL COURT
DISTRIBUTION OF MONIES SEPTEMBER 2021
GENERAL CASH BOOK

AGENCY	FROM 9/01/2021 TO 9/30/2021
ATS	595.00
DE	0.00
SL	18.00
SN	225.00
WB	228.60
VCCB	100.00
DMV	1,997.44
COUNTY	3,476.50
MUNICIPAL	7,636.06
PUBLIC DEFENDER	700.00
POAA	8.00
CM	00.00
RT	50.00
FG	90.00
TOTAL DISBURSED	15,124.60

REPORT ID: TRC01610-0
RUN DATE: 10/02/2021
RUN TIME: 19:52

NOT AUTOMATED TRAFFIC SYSTEM
AOC REPORT-TRAFFIC SECTION
KEYPORT BORO MUNICIPAL COURT
FROM 09/01/2021 TO 09/30/2021

PAGE 1

IX. TOTAL CHARGES PENDING-BEGINNING OF MONTH	DWI	ALL OTHER	PK ONLY
X. CHARGES ADDED	23	565	98
A NEWLY FILED IN THIS M. C.			
B REMANDED BY COUNTY PROSECUTOR	5	173	44
C RECEIVED FROM ALL OTHER COURTS			
D REINSTATED (PREVIOUSLY DISPOSED)			
E TOTAL CHARGES ADDED	5	173	44
			44 = 222 + 24 = 246

XI. CHARGES DISPOSED BY:	DWI	ALL OTHER	PK ONLY
A REFERRAL TO COUNTY PROSECUTOR			
B REFERRAL TO ALL OTHER COURTS		51	26
C VIOLATIONS BUREAU (R. 7:12-4)			
D CLOSED PER R. 7:8-9			
E ENTRY OF GUILTY PLEA	3	29	1
F A FINDING OF GUILT AFTER TRIAL		2	
G A FINDING OF NOT GUILTY AFTER TRIAL			
H DISMISSAL	2	55	12
I OTHER FORMS OF ADJUDICATION	0 *	25 *	0 **
J TOTAL CHARGES DISPOSED	5	162	39
			39 = 206 + 35 = 241

{ * = AMENDED / MERGED
** = AMENDED / MERGED / DSUS / RSUS }

XII. CHARGES PENDING-END OF MONTH (BY AGE FROM DATE OF COMPLAINT)	
A PENDING FOR 0 TO 60 DAYS:	
1 OPEN, ACTIVE (WARRANT NOT ISSUED)	9
2 WARRANT ISSUED	1
B FOR 61 DAYS OR LONGER:	
1 OPEN, ACTIVE (WARRANT NOT ISSUED)	11
2 WARRANT ISSUED	3
C TOTAL CHARGES PENDING - END OF MONTH	24

XIII. SENTENCES IMPOSED ON EACH CHARGE	
A JAIL SENTENCE	
B REVOCATION/SUSPENSION OF MV LICENSE	3
C PROBATION (R. 7:9-1(c))	
D COMMUNITY SERVICE	
E FINE IMPOSED	3

XIV. DEFENDANTS SENTENCED AND COMMITTED TO JAIL -----

XV. MONIES ASSESSED OR FORFEITED: (VIOLATIONS BUREAU AND OPEN COURT)	
A TOTAL FINES, PENALTIES, AND SURCHARGES ASSESSED	2,196.00
B TOTAL COURT COSTS IMPOSED	99.00
C TOTAL CASH BAIL FORFEITURES (- REINSTATEMENTS) (PK INCLUDED IN ALL OTHER)	12,026.06
	3,208.00

XVI. DISTRIBUTION OF MONIES	VCB	DMV	COUNTY	MUNICIPAL	OTHER	TOTAL
A GENERAL CASH BOOK	100.00	1997.44	3,476.50	7,636.06	864.85	15,124.40
B BAIL BOOK				PD 700.00	437.00	

ATS 595.00
SN 181.00
WB 225.00
225.00

REPORT ID: TFC01610-0
RUN DATE: 10/02/2021
RUN TIME: 19:52

NOT AUTOMATED TRAFFIC SYSTEM
AOC REPORT-TRAFFIC SECTION
KEYPORT BORO MUNICIPAL COURT
FROM 09/01/2021 TO 09/30/2021

PAGE 2

XVII. COURT PERSONNEL TIME
B JUDICIAL STAFF
CASE RELATED HOURS
1 CASE RELATED HOURS
A TOTAL BENCH TIME
B TOTAL CASE RELATED NON-BENCH TIME

TRAFFIC/PARKING
MATTERS
0.00
0.00

END OF TRAFFIC SECTION - AOC STATISTICAL REPORT

REPORT ID: CMG1610
RUN DATE : 10/02/2021
RUN TIME : 16:08

NY AUTOMATED COMPLAINT SYSTEM
AOC STATISTICAL REPORT - CRIMINAL SECTION
KEYPORT BORO MUNICIPAL COURT

(FROM 09/01/2021 TO 09/30/2021)

PAGE: 1
RUN : MONTHLY

		INDICTABLE OFFENSES	D.P. & P.D.P. OFFENSES	ALL OTHER NON-TRAFFIC
I.	TOTAL CHARGES PENDING - BEGINNING OF MONTH	301		276
II.	CHARGES ADDED			
A.	NEWLY FILED IN THIS MUNICIPAL COURT	5	12	
B.	REMANDED BY COUNTY PROSECUTOR	5		
C.	RECEIVED FROM ALL OTHER COURTS	2		
D.	REINSTATE (E.G., CD FAILURES)	12	12 = 24	
E.	TOTAL CHARGES ADDED			
III.	CHARGES DISPOSED BY			
A.	REFERRAL TO COUNTY PROSECUTOR	2		
B.	REFERRAL TO ALL OTHER COURTS			
C.	VIOLATIONS BUREAU (R. 7:7)	4	1	11
D.	ENTRY OF GUILTY PLEA			1
E.	A FINDING OF GUILTY AFTER TRIAL	13		3
F.	A FINDING OF NOT GUILTY AFTER TRIAL			
G.	DISMISSAL			
H.	PLACEMENT IN A DIVERSIONARY PROGRAM			
I.	CLOSED PER R.7:8-9.	19	16 = 35	
J.	TOTAL CHARGES DISPOSED			
IV.	TOTAL CHARGES PENDING END OF MONTH (BY AGE FROM DATE OF COMPLAINT) ----			
A.	FROM 0 TO 60 DAYS			
1.	OPEN, ACTIVE (NON-FUGITIVE)	26	12	
2.	OPEN, WARRANT ISSUED (FUGITIVE)	65	118	
B.	FOR 61 DAYS OR LONGER			
1.	OPEN, ACTIVE (NON-FUGITIVE)	82	68	
2.	OPEN, WARRANT ISSUED (FUGITIVE)	116	79	
C.	TOTAL CHARGES PENDING - END OF MONTH	289	277	
V.	SENTENCES IMPOSED ON EACH CHARGE			
A.	JAIL SENTENCE			
B.	CONDITIONAL DISCHARGE			
C.	REVOCATION/SUSPENSION OF NY LICENSE			
D.	PROBATION (R. 3:21-7)			
E.	COMMUNITY SERVICE			
F.	FINE IMPOSED	3	7	
G.	CONDITIONAL DISMISSAL			
VI.	DEFENDANTS SENTENCED AND COMMITTED TO JAIL			
VII.	COMPLAINTS AND NOTICES FILED			
A.	NUMBER OF COMPLAINTS SUMMONES (CDR-1)	2		
B.	NUMBER OF COMPLAINTS WARRANTS (CDR-2)	1		
C.	NOTICE IN LIEU OF			
VIII.	MONEY ASSESSED OR FORFEITED (VIOLATIONS BUREAU AND OPEN COURT)			
A.	TOTAL FINES IMPOSED	.00	1720.00	2662.00
B.	TOTAL VCCB PENALTIES ASSESSED	.00	200.00	.00
C.	TOTAL COURT COST IMPOSED	.00	112.00	355.00
D.	TOTAL CASH BAIL FORFEITURES	.00	.00	.00

HOOK AND LADDER CO., NO. 1
1877

ENGINE CO., NO. 1
1889

LINCOLN HOSE
CO., NO. 1
1893 *REPORT #6*

RARITAN HOSE CO., NO. 2
1893

KEYPORT FIRE DEPARTMENT
Volunteers Since 1877

EAGLE HOSE CO.,
NO. 4
1907

LIBERTY HOSE CO., NO. 3
1893

FIRE PATROL
1910

Keyport Post Office Box 221, Keyport, NJ 07735

To: Chief J. Borsari/Board of Chiefs/KFD members
Copy to: J. Delaney, BA
Councilmen M. Goode and D. Fotopoulos
M. Clarke, Borough Clerk
Chief S. Torres and Captain M. Ferm KPD
N. Henn, NPP

From: Tom Gallo, KFD Public Relations/Public Information Officer

Subject: PIO/PR Report – September 2021

Summer refuses to quit, a good thing, as Autumn begins. Daytime temperatures will still heat you up when in firefighting gear. Stay hydrated before the call and rehab during the call.

The favorable weather has many school children and families walking to and from our schools. When possible, avoid Broad Street by the schools during morning and afternoon dismissals. Keep in eye contact with Crossing Guards; they may be able to stop all movements when they hear emergency response vehicles approaching, however, still be prepared to stop!

Residents are out and about exercising. Our beautiful parks are full of people of all ages enjoying themselves. The KBBC, KPD and other organizations are holding public events that draw crowds or require road closures especially in the downtown business area. Stay aware and support them too. Drive to the call and during the call with caution. The safety of our public is paramount. Speaking of Autumn, leaves will fall soon and deposit a natural oil film on wet road surfaces. Allow some distance for safe braking.

The 20th Anniversary 9/11 Service was well attended. Plans are in the works for 2022 and an early focus on the 25th Anniversary. The 9/11 committee is looking to expand, drawing in more members from our great pool of volunteer organizations and first responders. See Bert or myself.

Flood water rescues are becoming more frequent. Keep a change of clothing at the firehouse for yourself when you return. Work together on scenes reducing risk with all first responders and DPW and remember, the same water that caught others off guard can do the same to us.

Hydrant flushing begins October 4 through the 22nd, Mondays – Fridays. Know where the out of service hydrants are before the call. Stay aware of measures to prevent hydrants from freezing. Hydrant coverings can imply a hydrant is not working or it is working yet covered with an insulation to avoid freezing.

Last but not least, while there are many people in need of many things, being hungry every day and the depression that comes with not being able to feed your family is an area worthy of support. Please do what you can to donate to Keyport's food distribution points. Most churches have collections. Our own Keyport Food Ministerium Food Pantry, Inc., is an easy drop off. Do this often, not just holidays.

The following are events which the KFD will participate, support or should be aware:

- The Keyport Fire Museum and Education Center remains open weekends.
- First Street into Union Beach closed for bridge replacement.

Sept 25 Keyport's 5K
National Daughter's Day

Oct 4-22 Hydrant Flushing

Oct 15 KPD "Coffee with a Cop" at Keyport Coffee Shop 3 – 5pm

Oct 31 Halloween

Nov 2 General Election (KFA and some firehouses used for voting)

Nov 7 Daylight Savings Ends

Nov 27 Tree Lighting. Santa escorted by KFD/First Aid.

end