

BOROUGH OF KEYPORT
REGULAR MEETING AGENDA
TUESDAY, NOVEMBER 9, 2021 – 7:00 P.M.

MUNICIPAL COMPLEX, COUNCIL CHAMBERS
70 W. FRONT STREET, KEYPORT, NJ

AMENDED TO ADD:
R225(a)-21 CLOSED SESSION
R236-21 } BOND #14-21
R237-21 } RESOLUTIONS

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

CLOSED SESSION

ADDED

R225(a)-21 Closed Session Resolution

1. Aeromarine Litigation Update
2. Mariner's Village Redevelopment Contract Discussion

PROPOSED HARBOR COMMISSION BY LAWS

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**

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.)

- R216-21 Authorizing the Borough of Keyport to enter into the Developer's Agreement with PRC-ES Associates, LLC *(tabled at October 19, 2021 meeting)*
- R226-21 Payment of Bills for the November 9, 2021 Bills List
- R227-21 Approving the Corrective Action Plan for the 2020 Municipal Audit
- R228-21 Governing Body Certification of the 2020 Annual Audit
- R229-21 Resolution Authorizing the Execution of a Commodity Resale Agreement with the County of Monmouth
- R230-21 Authorizing Execution of Special Citizens Area Transportation (SCAT) 2022 Agreement
- R231-21 Authorizing the Borough of Keyport to Release the Supplemental Cash Deposit Provided by Key144 Property, LLC for Construction at the Property Located at Block 124, Lot 19 on the Tax Map of the Borough – *144 Third Street*
- R232-21 Authorizing the Borough of Keyport to Release the Performance Bond Provided by 138 Broad Street, LLC for Construction at the Property Located at Block 60, Lots 15 and 16 on the Tax Map of the Borough – *7 and 9 Warren Street*
- R233-21 Authorizing the Borough of Keyport to Waive the Maintenance Bond Requirement Required of LNL Realty, LLC for Construction at the Property Located at Block 21.01, Lot 33 on the Tax Map of the Borough – *55 W. Front Street*
- R234-21 Authorizing the Appointment of a School Crossing Guard – *Jessica McFarlan*
- R235-21 Authorizing Participation in the Civil Service Examination Exemption Program for Entry-Level Law Enforcement Positions and the Provisional Appointment of Elijah Smith as a Police Officer

APPROVAL OF RESOLUTIONS

Motion on the Consent Agenda

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

PUBLIC HEARINGS/ADOPTION OF ORDINANCES

1. Ordinance #14-21 – 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 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:

ADDED

RESOLUTION #236-21

RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF BONDS OF THE BOROUGH OF KEYPORT INTO A SINGLE ISSUE OF BONDS AGGREGATING \$6,115,000 IN PRINCIPAL AMOUNT

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

ADDED

RESOLUTION #237-21

RESOLUTION OF THE BOROUGH OF KEYPORT REGARDING THE PRIVATE SALE OF NOT TO EXCEED \$6,115,000 GENERAL OBLIGATION BONDS AND NOT TO EXCEED \$1,050,000 GENERAL OBLIGATION REFUNDING BONDS TO THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY

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

2. Ordinance #15-21 – 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**

Letter dated November 3, 2021 from the Planning Board Secretary regarding the Planning Board’s review and recommendation as to Ordinance #15-21 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

2a. Motion to Open Public Hearing:

MM: 2nd:

2b. Motion to adopt Ordinance:

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

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

MM: 2nd: Ayes: Nays:

COMMUNICATIONS BY CONSENT

(For Approval)

1. Application for Membership in Lincoln Hose Company from John Hausmann (subject to State approval) and notification that at the October 12, 2021 meeting the membership accepted the resignation of John Condon (deceased) as an active member.
2. Application for Use of Borough Property from KBBC to hold the KBBC Tree Lighting Event on November 27, 2021 from 5PM to 9:30PM. Also requesting closure of W. Front Street between Beers Street and Broad Street.
3. Application for Use of Borough Property from the KBBC to install holiday decorations on up to 27 lamp posts in preparation of the KBBC Holiday Tree Lighting event to be held on November 27, 2021 from 5PM to 9:30PM.
4. Application for a Social Affair Permit from Our Lady of Fatima Parish for a Christmas Party to be held on December 4, 2021 from 5PM to 9PM

(To Receive and File)

None

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 19, 2021 Regular Meeting

MM: 2nd: Ayes: Nays:

REPORTS

1. Municipal Clerk's Report for October 2021
2. Tax/Water/Sewer Collector's Report for October 2021
3. Board of Health Treasurer's Report for October 2021
4. Building Department Monthly Report for October 2021
5. Municipal Court Monthly Report for October 2021
6. Keyport Parking Advisory Committee Report for August and September 2021

MM: 2nd: Ayes: Nays:

NEW BUSINESS

1. 2021 Best Practices Inventory
2. Monmouth County iTaxMap Shared Service
3. Person-to-Person Transfer of Liquor License

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

RESOLUTION # -21

**RESOLUTION OF THE BOROUGH OF KEYPORT,
COUNTY OF MONMOUTH, NEW JERSEY AUTHORIZING
A MEETING NOT OPEN TO THE PUBLIC IN
ACCORDANCE WITH THE PROVISIONS OF THE NEW
JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.**

WHEREAS, the Borough of Keyport, County of Monmouth (the "**Borough**"), a public body corporate and politic of the State of New Jersey, is subject to certain requirements of the Open Public Meetings Act, *N.J.S.A. 10:4-6, et seq.* (the "**Act**"), and

WHEREAS, *N.J.S.A. 10:4-12* provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by resolution; and

WHEREAS, it is necessary for the Borough to discuss, in a session not open to the public, attorney-client privileged issues related to litigation involving Aeromarine and contract negotiations involving Mariner's Village, pursuant to *N.J.S.A. 10:4-12(b) (7)*.

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. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Mayor and Council assembled in public session on November 9, 2021 and determined that an Executive Session closed to the public shall be held on November 9, 2021 at approximately 7:00 P.M. at the Borough Hall located at 70 West Front Street, Keyport, New Jersey, for the discussion of matters relating to the specific items designated above.
3. This resolution will take effect immediately.

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 November 9, 2021.

Michele Clark, RMC
Borough Clerk

R216-21
TABLED AT OCT. 19th
Council Meeting

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 forth 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 her discretion in consultation with legal counsel, which additions, deletions, modifications or amendments do not alter the substantive rights and obligations of the parties thereto, and to take all other necessary and appropriate action to effectuate the 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 November 9, 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: *Robert M. Poye*
Name:
Title: Member

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

I CERTIFY THAT ON, October 5, 2021, Robert M. Kaye
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

Aunt Beyer
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**

TITLE INSURANCE COMMITMENT
Issued by **Trident Abstract Title Agency, LLC**
AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Commitment Number: TA-127876

SCHEDULE C
LEGAL DESCRIPTION

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Keyport, in the County of Monmouth, State of New Jersey:

BEGINNING at an iron pipe found along the curved Southerly R.O.W. of Front Street (50.00 foot R.O.W.), said point being distant 312.10 feet in a Easterly direction from the intersection of said Southerly R.O.W. of Front Street with the Easterly R.O.W. of Broadway (66.00 foot R.O.W.) and running; thence

1. Along said curved Southerly R.O.W., along a curve to the left with a radius of 274.31 feet, an arc length of 112.46 feet and an included angle of 23 degrees 29 minutes 22 seconds to a point of tangency; thence
2. Still along said Southerly R.O.W. of Front Street, North 69 degrees 48 minutes 59 seconds East, a distance of 158.60 feet to a point; thence
3. Along a common boundary line with Lot 20.01, South 62 degrees 11 minutes 01 second East, a distance of 113.00 feet to a point; thence
4. Along another common boundary line with Lot 20.01, North 69 degrees 48 minutes 59 seconds East, a distance of 94.00 feet to a point; thence
5. Along another common boundary line with Lot 20.01, North 33 degrees 13 minutes 00 seconds West, a distance of 50.00 feet, more or less, to a point in the approximate centerline of Luppatatong Creek; thence
6. Along said approximate centerline of Luppatatong Creek, in an Easterly and Southerly direction, a distance of 1,100 feet, more or less, to a point; thence
7. Along the centerline of First Street, (60.00 feet unimproved R.O.W.), North 70 degrees 48 minutes 00 seconds West, a distance of 390.00 feet to a point; thence
8. Along the Southeasterly terminus of First Street and along a common boundary line with Lot 19.01, North 06 degrees 05 minutes 00 seconds West, a distance of 144.86 feet to a point; thence
9. Along the rear boundary lines with Lots 19.01, 18, 17, 16 and partial rear boundary line of Lot 15, North 70 degrees 48 minutes 00 seconds West, a distance of 246.54 feet to a point; thence
10. Along a common boundary line with Lot 12.03, North 20 degrees 15 minutes 40 seconds East, a distance of 88.42 feet to a point; thence

TITLE INSURANCE COMMITMENT
Issued by **Trident Abstract Title Agency, LLC**
AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

11. Along another common boundary line with Lot 12.03, North 70 degrees 45 minutes 30 seconds East, a distance of 52.02 feet to a point; thence

12. Along another common boundary line with Lot 12.03 and common boundary line with Lot 12.02, North 04 degrees 21 minutes 30 seconds West, a distance of 176.58 feet to the point and place of BEGINNING.

Note for Information Only:

Also known as Lot(s) 19, 20 & 12.01, Block 22, on the official tax map of Borough of Keyport, County of Monmouth, in the State of New Jersey.

EXHIBIT B

Resolution adopted by the Board on
December 8, 2016

RESOLUTION OF APPROVAL
GRANTING FINAL MINOR SUBDIVISION AND MAJOR SITE PLAN APPROVAL
FOR
"THE BOATWORKS AT KEYPORT"

UNIFIED PLANNING BOARD
BOROUGH OF KEYPORT

BLOCK 22 LOTS 12.01, 19 and 20
Application # 16-03
PRC-ES ASSOCIATES, LLC
160 WEST FRONT STREET and 156-158 WEST FRONT STREET

WHEREAS, PRC-ES Associates, LLC has applied to the Unified Planning Board of the Borough of Keyport for Final Minor Subdivision and Major Site Plan Approval for redevelopment of the "The Boatworks at Keyport" site which is located at 160 West Front Street and 156-158 West Front Street which is officially designated as Block 22, Lots 12.01, 19 and 20 on the official Tax Map of the Borough of Keyport; and

WHEREAS, the applicant has provided notice to all property owners within two hundred feet and have caused notice to be published regarding said application in accordance with N.J.S.A. 40:55D-1 et. seq., this Board gaining jurisdiction thereunder; and

WHEREAS, a public hearing was held in the within matter during a regularly scheduled meeting of the Unified Planning Board held on October 27, 2016 and;

WHEREAS, the Board having carefully considered the evidence and exhibits presented by the applicant and the review of the Borough experts;

NOW THEREFORE, be it Resolved by the Unified Planning Board of the Borough of Keyport that the following findings of facts are made:

1. The applicant, PRC-ES, Associates, LLC, is seeking approval for Final Minor Subdivision and Major Site Plan Approval for "The Boatworks at Keyport" site which is located at 160 West Front Street and 156-158 West Front Street and is officially designated as Block 22, Lots 12.01, 19 and 20 on the official Tax Map of the Borough of Keyport.
2. This subject property is the subject of an official redevelopment plan titled "Longview-Boatworks Redevelopment Plan" which is dated April 28, 2016. The Plan was amended May 6, 2016 per Planning Board comments. (Exhibit A-2) Said Plan has previously been adopted by the Borough Council and currently governs zoning for the site.
3. The application is in compliance with the redevelopment plan and there are no variances required for the approval of this project.
4. The applicant intends to consolidate the three lots which are part of this application and then create two new lots from that consolidation. The new lots would be identified as Lot 20.02 and Lot 20.03. Lot 20.02 would house 26 new townhomes which are being proposed while Lot 20.03 would be a riparian lot which would be the responsibility of a newly formed homeowners association to maintain. (Exhibits A-3, A-4 and A-5)

5. Throughout the course of this application, the applicant was represented by Chad Warnken, Esquire of the law firm Archer & Greiner, P.C. which has offices at Riverview Plaza, 10 Highway 35, Red Bank, New Jersey 07701.
6. In support of the application, the applicant marked into evidence the following exhibits:
- Exhibit A-1: Application package dated September 2, 2016
 - Exhibit A-2: "Redevelopment Agreement" dated August 31, 2016 and "Redevelopment Plan" dated April 28, 2016, as amended May 6, 2016 per Planning Board comments
 - Exhibit A-3: "Minor Subdivision Plan" dated August 9, 2016 as prepared by Kenneth P. Frank, PLS of KF2T, Professional Land Surveyors (consisting of one sheet).
 - Exhibit A-4: "Boundary & Topographic Survey" dated August 8, 2016 as prepared by Keith B. Smith, P.E., P.P. of KF2T, Professional Land Surveyors (consisting of one sheet).
 - Exhibit A-5: "Final Minor Subdivision and Major Site Plan" dated June 23, 2016 as prepared by Keith B. Smith, P.E., P.P. of French & Parrello (consisting of 15 sheets)
 - Exhibit A-6: Architectural rendering dated April 20, 2016 as prepared by Feinberg and Associates.
 - Exhibit A-7: "Environmental Impact Statement" dated June 22, 2016 as prepared by Keith B. Smith, P.E., P.P. of French & Parrello.
 - Exhibit A-8: "Stormwater Management Summary" dated June 17, 2016 as prepared by Keith B. Smith, P.E., P.P. of French & Parrello.
 - Exhibit A-9: Aerial photograph of the applicant's property dated October 20, 2016 which includes 200 foot area around site.
 - Exhibit A-10: Monmouth County Planning Board Development Review Committee letter dated October 11, 2016 requesting additional information from applicant with regard to French and Parrello Plans dated October 11, 2016.
 - Exhibit A-11: Monmouth County Planning Board Development Review Committee letter dated October 11, 2016 requesting additional information from applicant with regard to KF2T Professional Land Surveyor plans dated August 9, 2016.
 - Exhibit A-12: Color rendering of Landscaping Plan dated October 27, 2016 as prepared by French & Parrello.

Exhibit A-13: Resume of Michael LaMana, the applicant's arborist.

7. In addition to the exhibits presented by the applicant, the Board also marked its own **Exhibit B-1** which was the "Initial Completeness Review, Engineering Review, Fee Determination and Remaining Conditions Review" letter dated October 21, 2016 and authored by the Board's Engineer, Francis W. Mullan, P.E., C.M.E. and its Planner, Stan Slachetka, P.P., both of T&M Associates.
8. Mr. Slachetka was not present for the meeting. In his place as Board Planner was Donna Miller, P.P., also of T&M Associates.
9. Mr. Mullan and Ms. Miller were placed under oath as to any testimony they might give during the course of the application and as to the accuracy of the review letter marked into evidence as **Exhibit B-1**. It was agreed that the references in the review letter to variances being needed for the application were now moot as the applicant had addressed all of the issues raised in letter which would have led to variance conditions. The application was now fully conforming with the adopted redevelopment plan. (**Exhibit A-2**)
10. The applicant presented sworn testimony from its site engineer, Keith B. Smith, P.E., P.P. of French & Parrello Associates which has offices located at 1800 Route 34, Suite 101, Wall, New Jersey 07719.
11. Mr. Smith noted that the applicant intended to record the proposed subdivision with the Monmouth County Clerk's Office by way of deed. It was agreed as a condition of approval that the subdivision deed would need to be reviewed and approved by the Planning Board's Attorney and the Planning Board's Engineer prior to its recording with the Monmouth County Clerk's Office.
12. With regard to the project itself, Mr. Smith testified that the applicant would be developing a townhouse community consisting of 26 units. There will be five buildings. Building "A" will have seven (7) units, building "B" will have five (5) units, building "C" will have four (4) units, building "D" will have seven (7) units and building "E" will have three (3) units.
13. Each dwelling unit will have at least one attached one-car garage as well as a driveway. The driveways would be 22 feet in length. This driveway/garage configuration would accommodate two vehicles for each residence.
14. Each of these dwellings will be constructed pursuant to the required flood elevation levels. This would be a condition of approval.
15. With regard to the interior road and parking pavement cross section detail included in the applicant's site plan (**Exhibit A-5**), it was agreed as a condition of approval that rather than the 1.5 inch thick surface proposed, the applicant would instead use 2 inches of top pavement over 4 inches thick stabilized base.

16. It was noted that while there were no variances associated with the project, the applicant was proposing a waiver from the R.S.I.S. (Residential Site Improvements Standards) relating to the entrance driveway. Pursuant to the R.S.I.S., residential access intersections must have a curb radii of 25 feet. The applicant is proposing 30 foot curb radii entering the site. The applicant believes the 30 feet curb radii will allow for better access to the site. The Board's Engineer, Fran Mullan, P.E., C.M.E., indicated he believed such a difference was *de minimis* in nature and that he had no issues with the Board granting such a waiver.
17. The applicant will construct a trash enclosure area to the north east of the site so that a trash hauler can easily access it. During discussion before the Board it was agreed that the applicant would ensure the trash enclosure gates will match the gating around the enclosure and that it would have a solid back with solid doors so that the dumpsters can not be seen from the outside. It was also agreed that the applicant would provide a man door leading into the enclosure area. Additionally, the submitted plans (Exhibit A-5) depicted a sidewalk in the rear of the enclosure area. It was agreed that this sidewalk would be removed. As a condition of approval, it was understood that the trash enclosure area would need to be modified on the plans to meet the specifications testified to. Said modifications would be subject to the review and approval of the Board's Engineer and Planner.
18. It was noted that the site plan had been designed so as to ensure vehicle headlights would not negatively impact neighboring lots. There would be a retaining wall constructed by the applicant which would also serve to effectively block the shine of headlights. It was understood that the retaining wall would utilize a "flexible wall system". It was agreed as a condition of approval that the retaining wall design would need to be submitted to the Board's Engineer and Planner for their review and approval.
19. With regard to the landscaping of the property, Mr. Smith stated that the site is presently covered by gravel. Referring to Exhibit A-12, it was indicated that the applicant would be introducing greenery throughout the site. The plantings would be both salt and drought tolerant so as to promote maximum growth. The applicant testified that there would not be any sprinkler systems employed in the landscaping plan. After some discussion, it was also agreed that the applicant would eliminate the wrap-around sidewalk shown on the site plan (Exhibit A-5) and replace it with the landscaping shown on Exhibit A-12. It was specifically agreed that there was no need for the sidewalk depicted on the site plan as being past the gazebo. Landscaping would be installed in that location instead. The site plan would have to be modified to incorporate the landscaping depicted on Exhibit A-12. As a condition of approval, such modifications would have to be submitted to the Board's Engineer and Planner for their review and approval.

20. With regard to concerns raised by the Board's Engineer as to whether the applicant would be preserving four (4) mature trees which were located on the site, the applicant agreed to hire Michael LaMana of Heartwood Ecological Consulting (Exhibit A-13), who is an arborist, to inspect the trees and see if they can be salvaged. Mr. LaMana's report would have to be forwarded to the Board's Engineer for his review. The applicant pledged to save the trees if they were salvageable, if not, they would be removed from the site. The Board did not wish to have the trees remain during the construction if they would only end up dying after the fact. If any of noted trees needed to be removed, the applicant agreed to plant a replacement tree on site to compensate for it. The replacement trees, which do not have to be identical to those removed, and the location where they will be planted, would be subject to the approval of the Board's Planner and Engineer.
21. With regard to the water swale area, it was represented by the applicant that its maintenance would be the responsibility of the homeowner's association. The Master Deed for the Association would contain a blanket easement permitting the Borough to access and maintain the swale if the Association failed to do so. If the Borough needed to exercise its rights under this easement, all costs incurred by the Borough toward such maintenance would be billable back to the Association. The inclusion in the Master Deed of the homeowner association's responsibility to maintain the swale, as well as the blanket easement to the Borough, would be conditions of approval. The Master Deed would need to be submitted to the Board's attorney and its Engineer for their review and approval prior to the document's recording with the Monmouth County Clerk's Office.
22. Mr. Smith indicated that the applicant was prepared to comply with all conditions contained within the T&M Review Letter (Exhibit B-1) unless otherwise indicated during the course of the application.
23. With regard to signage, Mr. Smith stated the applicant was not currently proposing any community sign. If such a sign was sought, it would either comply with the existing ordinances or the applicant would return to the Board for proper approvals.
24. It was acknowledged that the proposed development would require CAFRA approval before construction could commence.
25. Mr. Smith believed the site plan, as proposed, would function correctly without difficulties.
26. The applicant also presented testimony from its architect, William Feinberg, P.A. of Feinberg & Associates, P.C. which has offices at One Echelon Plaza, 227 Laurel Road, Suite 201, Voorhees, New Jersey 08043.

27. Mr. Feinberg referenced his architectural plans which had been marked into evidence as Exhibit A-6. He noted that the buildings would all have three stories and be between 2,200 and 2,300 square feet. They would have three bedrooms and three and a half bathrooms. None of the buildings would have basements. Four of the buildings would have one (1) car garages, while one of the buildings would have two (2) car garages. He noted that the plans depicted the buildings as being 35.5 feet high, however they would actually be only 35 feet. Additionally, it was noted the plans depicted a setback issue with the steps at Building "B". This condition would also be eliminated. There would not be any variances associated with this application. As a condition of approval, the plans would be revised to reflect this fact.
28. Referencing the architectural elevations for Building "E", Mr. Feinberg noted that there are two lower windows depicted in the drawings for the right side elevation. (Exhibit A-6, last page) The applicant did not plan to construct these windows on the building. As a condition of approval, the architectural would be revised to reflect this fact and submitted to the Board's Engineer and Planner for their review and approval.
29. Mr. Feinberg indicated the proposed architectural demonstrated the development would be aesthetically pleasing and act as a tremendous upgrade for the surrounding community.
30. With regard to the Board's concerns over a lack of lighting on Front Street, Mr. Feinberg explained that the Monmouth County Planning Board had expressed some concerns over such an installation as it felt they would create a distraction. The applicant agreed to take photographs of lights which the County had previously approved on First Street and present them to the County for its review as the Board believed such lights should also be installed on Front Street. Ultimately however, the Board agreed to follow whatever the County ultimately determined on the issue and did not believe the lack of same would be detrimental to the functionality of the proposed development.
31. The following members of the public were sworn and spoke with respect to the application:
- (a) Bob Ludwig - 50 Beers Street: Mr. Ludwig expressed concerns over whether the homeowners association could be compelled to honor its obligations. The Board advised that the Borough would be able to enforce its ordinances against the Association as it would any other property owner.
- (b) Michael Lane - 51 First Street: Mr. Lane spoke in favor of the application. However he encouraged the applicant to look into placing all of the first floor mechanicals on a pad. The applicant, through its attorney, indicated they would consider this.
- (c) Collette Kennedy - 421 Atlantic Street: Ms. Kennedy wished to confirm whether there will be livable space there would be on the first floor of the proposed dwellings. The applicant confirmed there would be living space on the first floor.

(d) Robert Gonzales, 91 Fulton Street - Mr. Gonzales indicated that he was the property manager for the "Seabrook House" located at 162 West Front Street, a neighboring property to the proposed development. He indicated that he fully supported the proposed plan and believed it would act as a benefit for the community.

32. The Board's Professionals had no objections to this application being granted from an engineering and planning standpoint.
33. No one else testified with respect to the application.
34. In considering this application, the Board agrees with the testimony of the applicant's professionals and with the testimony of the Board's own professionals, that the proposed site plan will function correctly as envisioned. In fact, when considering the modifications that the applicant agreed to implement during the course of the application process, the Board finds that the site plan will function even better than originally designed.
35. Provided that the applicant to adhere to all of the conditions contained within this Resolution, the Board can find no reason whatsoever as to why the applicant's application for Major Site Plan Approval should not be approved.
36. The Board also has no issues granting the applicant its requested waiver of the R.S.I.S. standard relating to a 25 foot curb radii being required, whereas the applicant is seeking a 30 foot curb radii so to provide easier access to the site. The Board agrees with its Engineer that such a waiver request is *de minimis* in nature and should be granted.
37. The Board also finds that the application for minor subdivision approval is also warranted as all it seeks to do is separate the developable part of the property from the environmentally sensitive component. The Board believes this makes complete sense and as a result can think of no reason why the request should be denied.
38. The Board concludes the benefits of granting this application outweigh the detriments and can therefore be granted without impairing the public good, Zone Plan and Ordinance.

NOW THEREFORE, be it further resolved by the Unified Planning Board of the Borough of Keyport that the application of PRC-ES Associates, LLC, for premises officially known as Block 22, Lots 12.01, 19 and 20 on the tax map of the Borough of Keyport, be granted subject to the following conditions:

1. Subject to the applicant adhering to all plans and reports marked into evidence unless otherwise modified by this Resolution.
2. Subject to the applicant complying with all conditions contained within the T&M Review Letter which was marked into evidence as Exhibit B-1 unless otherwise modified by this Resolution or deemed unattainable due to a ruling by a body of superior jurisdiction. All revisions to the plans as required by this condition shall be submitted to the Board's Engineer and Planner for their review and approval.

3. Subject to the approved subdivision being recorded by deed which shall be reviewed and approved by the Planning Board's attorney and the Planning Board's Engineer prior to its recording with the Monmouth County Clerk's Office.
4. Subject to each of the proposed dwelling being constructed pursuant to the required flood elevation levels.
5. Subject to the interior road and parking pavement cross section detail being revised to use 2 inches of top pavement over 4 inches thick stabilized based rather than the 1.5 inch thick surface shown in the plans. Said modification to be reviewed and approved by the Board's Engineer.
6. Subject to the proposed trash enclosure area be modified so as to meet the specifications indicated in Paragraph 16 of this Resolution. Said modifications must be shown on a revised site plan and will be subject to the review and approval of the Board's Engineer and Planner.
7. Subject to the specifications for the proposed retaining wall being submitted to the Board's Engineer and Planner for their review and approval.
8. Subject to the landscaping plan being revised as per Paragraph 18 of this Resolution. Said modifications must be shown on a revised site plan and will be subject to the review and approval of the Board's Engineer and Planner.
9. Subject to the applicant submitted a report from Michael LaMana of Heartwood Ecological Consulting, or another arborist having similar credentials (Exhibit A-13), as to the salvageability of the four (4) mature trees located on the site. The arborist's report must be forwarded to the Board's Engineer for his review. If the trees can be salvaged, they will be saved. If they cannot be salvaged, they must be removed from the site prior to construction and applicant shall provide a replacement tree for each lost as compensation. The choice of the replacement trees, which do not have to be identical to the ones removed, and their planting locations would be subject to the approval of the Board's Planner and Engineer.
10. Subject to the Master Deed of the Homeowners' Association containing a provision requiring the association to properly maintain the water swale area. The Master Deed shall also contain a blanket easement permitting the Borough to access and maintain the swale if the Association fails to do so. The language shall state that if the Borough needs to exercise its rights under this easement, all costs incurred by the Borough toward such maintenance would be billable back to the Association. This provision of the Master Deed may not be amended by the Association without first receiving the approval of the Borough of Keyport. The Master Deed would need to be submitted to the Board's attorney and its Engineer for their review and approval prior to the document's recording with the Monmouth County Clerk.
11. Subject to the applicant's plans being revised to show that the proposed buildings will only be 35 feet high. Said plans to be reviewed and approved by the Board's Engineer.

12. Subject to the applicant's architectural plans (Exhibit A-6, last page) being revised so as to eliminate the two lower windows shown on the right side elevation of Building "E". The revised architectural shall be submitted to the Board's Engineer and Planner for their review and approval.
13. Subject to the applicant attempting to have Monmouth County approve the installation of lighting along Front Street which is similar to the lighting previously approved by the County along First Street. A refusal by the County to approve such lighting shall not be detrimental to this approval.
14. All representations made under oath by the applicant or his agents shall be deemed conditions of this approval, and any misrepresentations or actions by the applicant contrary to the representations made before the Board shall be deemed a violation of this approval.
15. This application is granted only in conjunction with the conditions noted herein and but for the existence of the same, the within application would not be approved.
16. Subject to all laws and ordinances enacted by either the State or the Borough relative to Affordable Housing, including, but certainly not limited to, payment of any required fees.
17. Subject to any and all other approvals as may be required by the Borough, County, State or Federal regulations, including but certainly not limited to, CAFRA approval.
18. Subject to the payment of any fees, escrows and taxes as may be due the Borough, prior to the filing of a subdivision deed or signing of a subdivision map.
19. The action of the Unified Planning Board in approving this application shall not relieve the applicant of responsibility for any damage caused by this project, nor does the Unified Planning Board of the Borough of Keyport or its reviewing professionals and agencies accept any responsibility for the structural design of the proposed improvements or for any damage that may be caused by the development.
20. The applicant must publish adequate notice of this Resolution in the official newspaper of the Borough of Keyport at his sole cost, within ten days, and provide proof of publication to the Board Secretary within thirty days.

The foregoing was Moved by J. Kovacs, Second by M. Sessa and on Roll Call, the following vote was recorded:

Affirmative: Mayor Aumack, M. Sessa, R. Benedict, T. Musson, D. Fotopoulos, J. Kovacs, G. Sappah

Negative:

Abstentions:

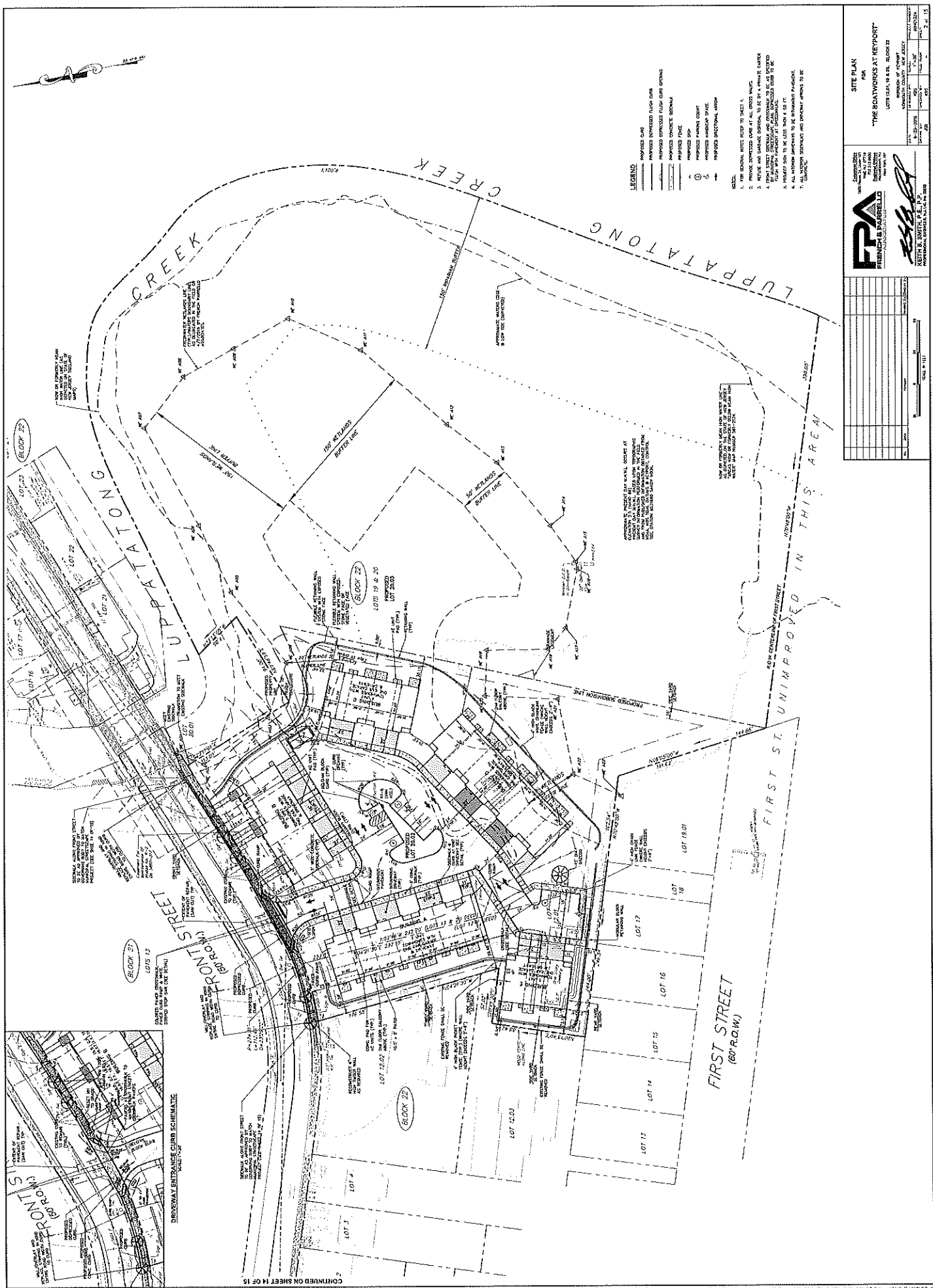
The foregoing is a true copy of a Resolution adopted by the Unified Planning Board of the Borough of Keyport as copied from the Minutes of its meeting on December 8, 2016.

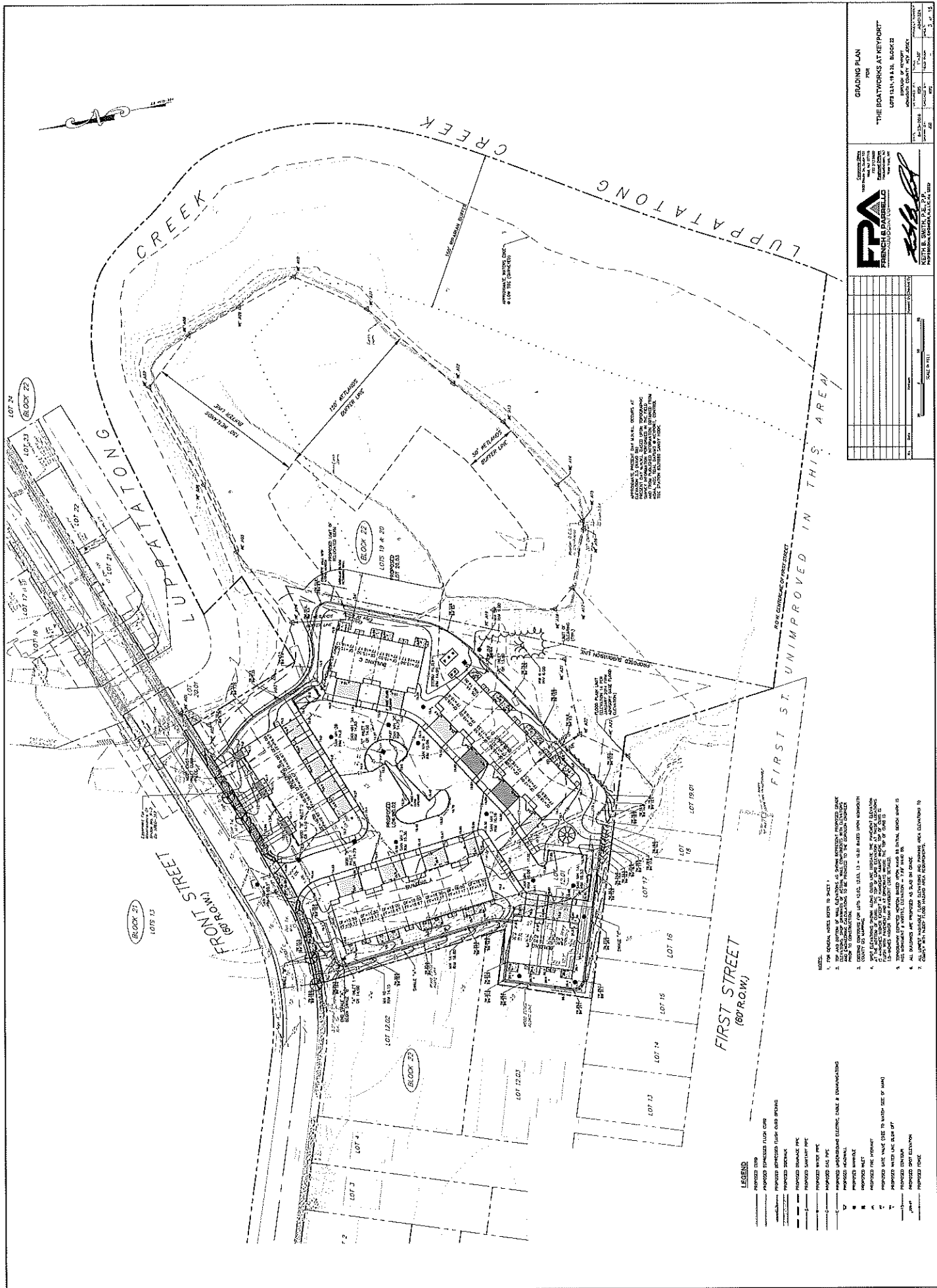


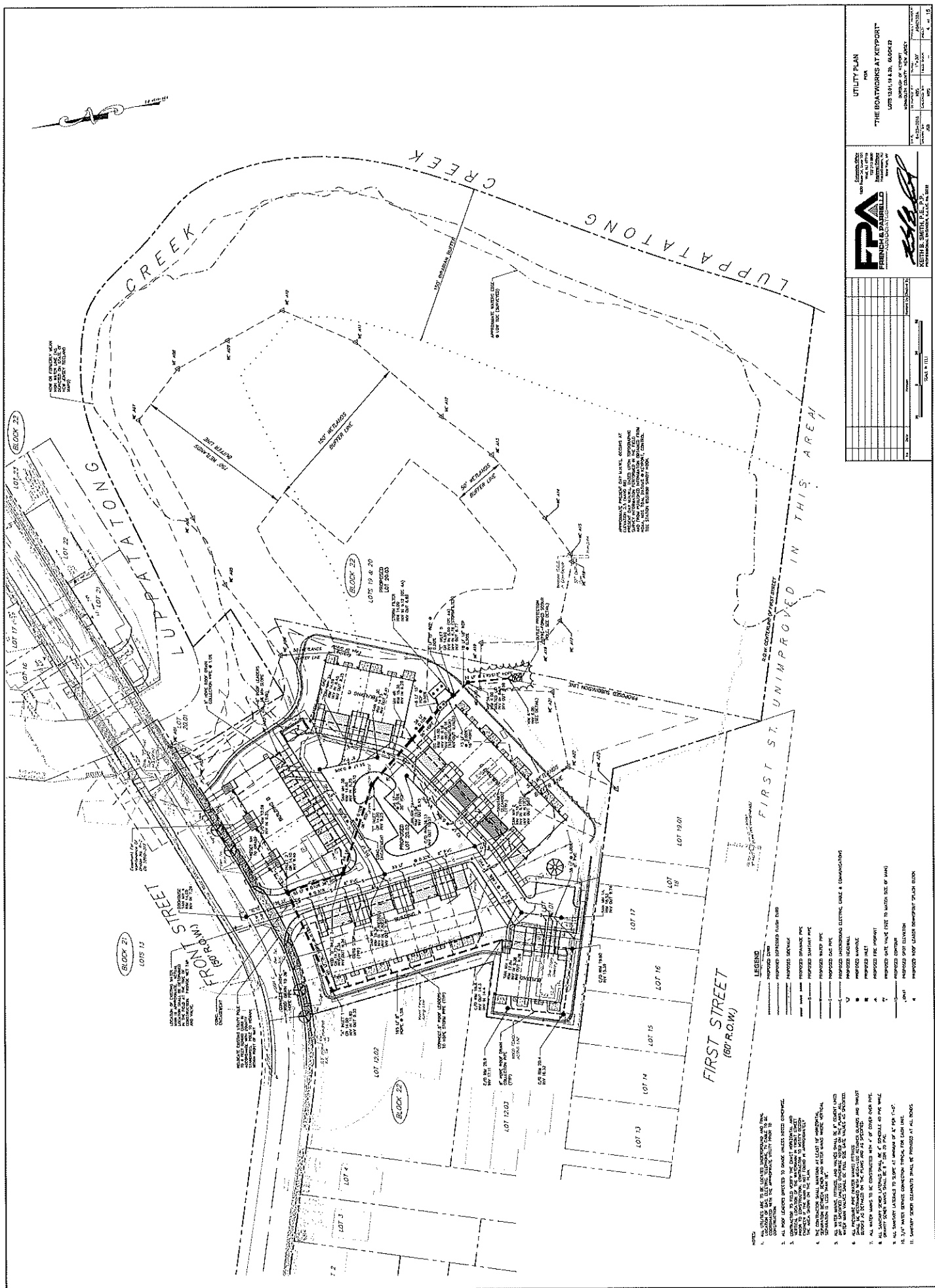
Denise Nellis, Secretary of the Board

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.







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AT NOTES IN PLANT LAYOUT

WITH PROPOSED PLANT LAYOUT, THE PLANT LAYOUT CAN BE REDESIGNED

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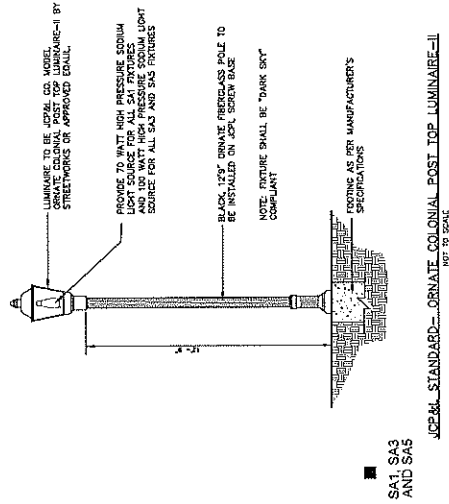
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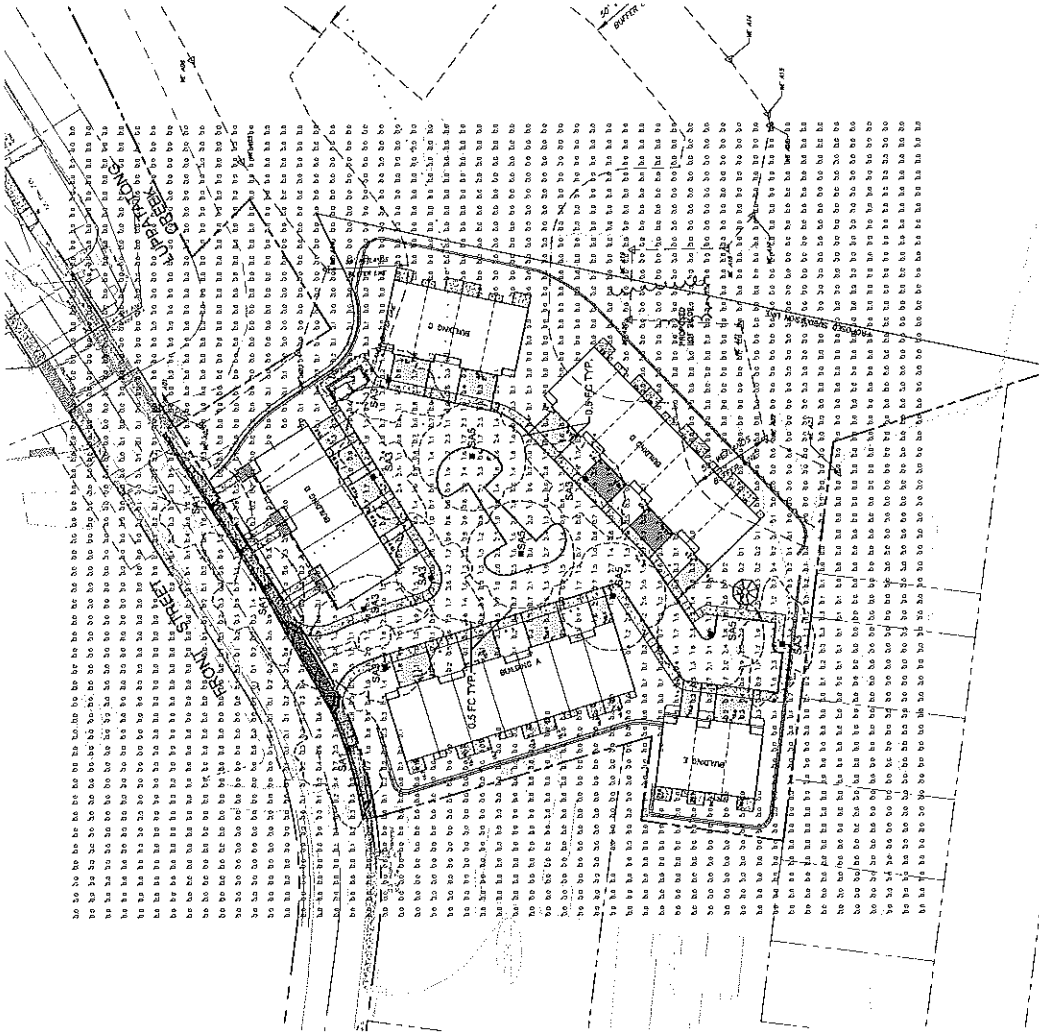
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■	4	SA5	SINGLE	UTD1050X65

CALCULATION SUMMARY				
Label	CalcType	Units	Avg	Max
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PARKING	illumiance	FC	1.51	8.8
ROADWAY	illumiance	FC	0.57	3.8
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SA1, SA3
AND SA5

JCPAL STANDARD- ORNATE COLONIAL POST TOP LUMINAIRE-I
NOT TO SCALE



FR

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ARCHITECTS

1000 W. 10TH AVENUE, SUITE 1000

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THE BOATWORKS AT KEYPORT

FOR

UTD1050X33, UTD1050X65

ORNATE COLONIAL POST TOP LUMINAIRE-I

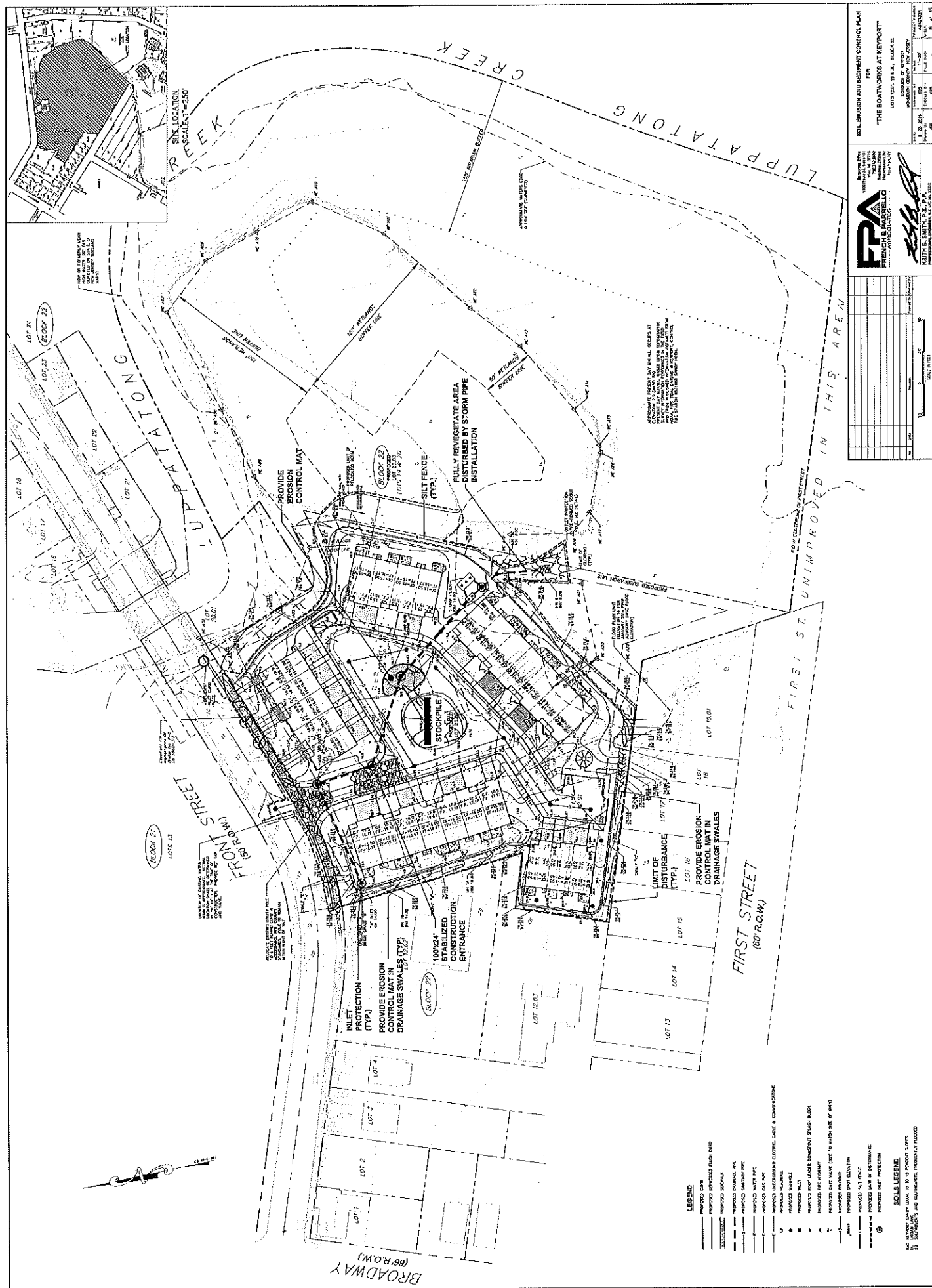
BY STREETWORKS OR APPROVED EQUAL

DATE: 11-10-2010

BY: JCPAL

PROJECT NO: 1000000000

SHEET NO: 15



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Keith B. Smith

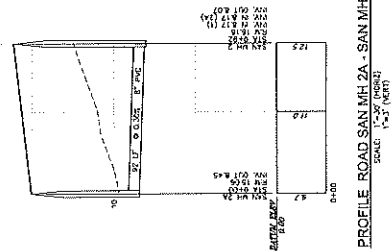
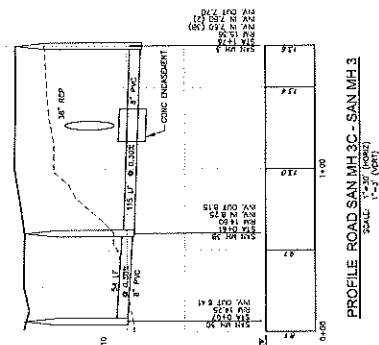
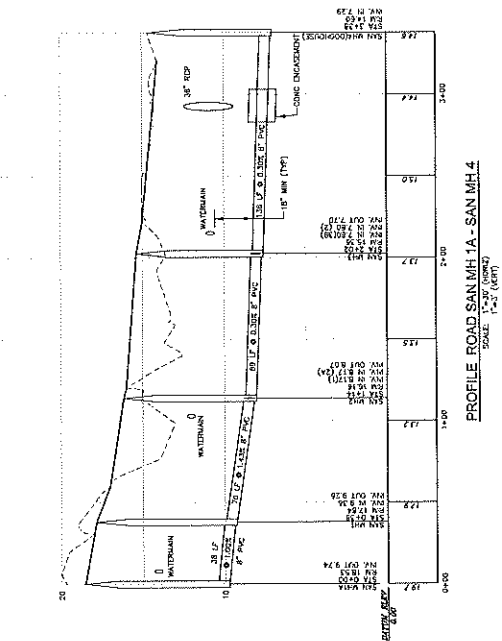
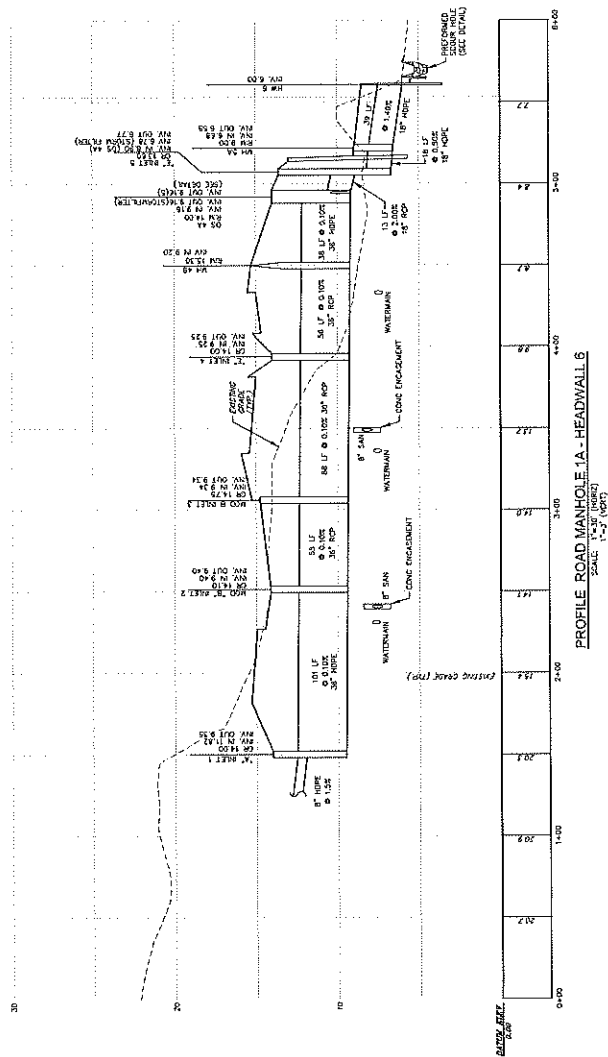
KEITH B. SMITH, P.E., P.P.
MANAGING DIRECTOR, A.E. No. 13131

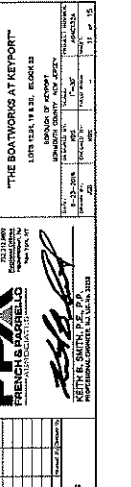
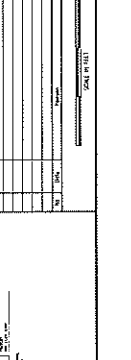
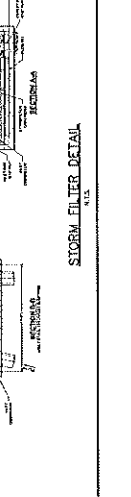
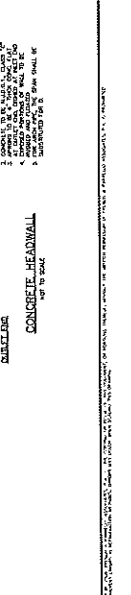
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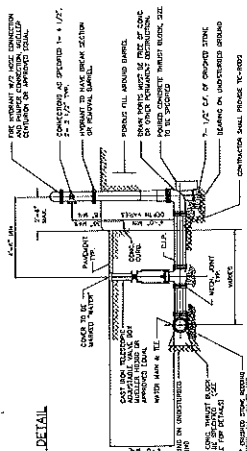
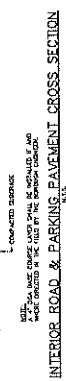
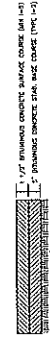
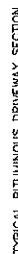
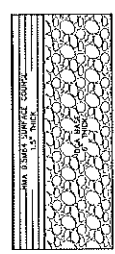
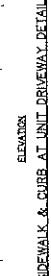
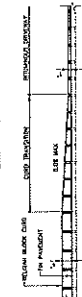
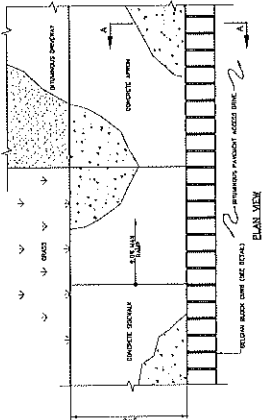
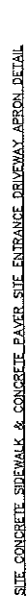
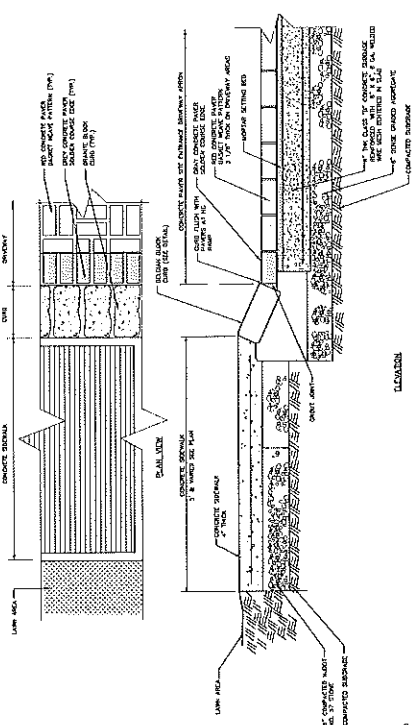
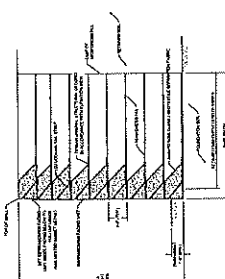
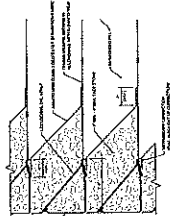
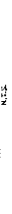
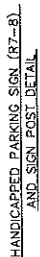
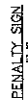
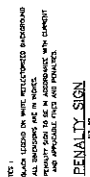
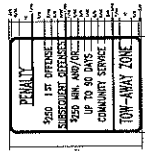
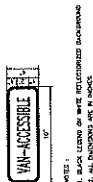
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[illegible]

CONCRETE SIDEWALK, 4" THICK
NOT TO SCALE

FIGURE 1
CROSS SECTION

[illegible][illegible]

FRA
FRENCH & PAPPELO
ASSOCIATES

SPECIALISTS IN:
1000 PROJECTS
724-317-8600
222 WEST 9TH ST.
NEW BEDFORD, MASSACHUSETTS
NEW YORK, NEW YORK

[Handwritten signature]

KETH B. SMITH, P.E., P.P.
MEMBER, ASHRAE, AIA, LEED AP

[illegible]

EXHIBIT D

Redevelopment Agreement
Dated August 31, 2016

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this "**Agreement**") is entered in to as of the 31st day of August 2016 (the "**Effective Date**") by and between the **BOROUGH OF KEYPORT**, a municipal corporation and body politic of the State of New Jersey, having its offices at 70 West Front Street, Keyport, New Jersey 07755 (the "**Borough**"), and **PRC-ES ASSOCIATES, LLC**, a New Jersey limited liability company, established, operated and authorized to do business within the State of New Jersey, and having a business office located at and a mailing address of 40 Monmouth Park Highway, P.O. Box 70, West Long Branch, New Jersey 07764 (the "**Redeveloper**") and, together with the Borough, referred to, collectively, as the "**Parties**").

RECITALS

WHEREAS, the Borough Council serves as an instrumentality and agency of the Borough ("**Redevelopment Agency**") pursuant to the provisions of the Local Redevelopment and Housing Law (*N.J.S.A. 40A:12A-1, et seq.*) (the "**LRHL**") for the purpose of implementing redevelopment plans and carrying out redevelopment projects within the Borough; and

WHEREAS, on February 20, 2007, pursuant to Section 14 of LRHL (*N.J.S.A. 40A:12A-14*), the Borough Council adopted Resolution No. 105-07, which designated the entirety of the Borough to be an area in need of rehabilitation; and

WHEREAS, the subject parcels of this Redevelopment Agreement, identified as Block 22, Lots 12.01, 19 and 20 on the Borough's official tax map (the "**Property**"), previously received approvals from the Borough that resulted from the settlement of litigation in the matter of Longview Ventures v. Planning Board of the Borough of Keyport, Docket No. MON-L-1899-07 ("**Prior Approvals**"); and

WHEREAS, due to a number of impracticable conditions contained in the Prior Approvals and changed economic circumstances, generally, it has become infeasible to develop and complete the former project in accordance with the Prior Approvals; and

WHEREAS, on March 15, 2016, the Borough Council adopted Resolution No. 108-16, authorizing the preparation of a Redevelopment Plan for the Property; and

WHEREAS, on May 6, 2016, the Borough's Planner, CME Associates, presented a Redevelopment Plan to the Borough planning board (the "**Planning Board**"), which unanimously recommended its adoption by the Borough Council; and

WHEREAS, on May 17, 2016, after a public hearing, the Borough Council unanimously adopted, by Ordinance No. 8-16, the Longview-Boatworks Redevelopment Plan attached hereto as Exhibit A (the "**Redevelopment Plan**"); and

WHEREAS, the Borough Council recognizes the credentials, experience and financial capability of the Redeveloper to design and construct the Project (as defined herein); and

WHEREAS, *N.J.S.A. 40A:12A-8* authorizes the Borough to enter into contracts or agreements for the planning, construction or undertaking of any development project or redevelopment work in an area in need of redevelopment or rehabilitation.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

1. **The Project.** The Project shall consist of the construction of up to twenty-six (26) market rate townhouse units in five (5) separate buildings, including parking and related on-site improvements on the Property, in conformance with the Borough's Redevelopment Plan, which does not include utilization of the former dredge spoils site (the "**Project**").
2. **Project Development.** The Project shall be designed in accordance with the Redevelopment Plan. Any modifications that would trigger a "d" variance pursuant to *N.J.S.A. 40:55D-70(d)* shall require the Redeveloper to seek an amendment to the Redevelopment Plan. Any modifications from the Redevelopment Plan that would be deemed a "design waiver", which shall be considered as the equivalent of and akin to a "c" variance pursuant to the provisions of *N.J.S.A. 40:55D-70(c)*, shall be submitted to the Planning Board for consideration as part of the site plan application by Redeveloper.
3. **Project Schedule.** The Redeveloper intends to commence construction of the project in or about March 2017, with substantial completion taking place in the second half of 2018 (the "**Project Schedule**"), subject to delays that may be caused by any uncontrollable circumstance such as the condemnation or taking of any portion of the Property required for the Project, severe weather conditions, labor strikes, delays in governmental approvals, terrorism, war, or any other similar act or event outside the control of the Redeveloper. The Redeveloper will keep the Borough apprised of the Project Schedule and advise the Borough of any unanticipated delays; as, if and/or when same may occur.
4. **Qualification of Redeveloper.** The Redeveloper is fully experienced and properly qualified to undertake the responsibilities and perform the work provided for in, or contemplated under, this Agreement and it is properly equipped, organized and in good financial standing so as to perform all such work and undertake all such responsibilities hereunder. Through the entry of this Agreement the Borough Council has determined and acknowledges that the Redeveloper is a "**Qualified Entity**" capable of undertaking and successfully completing the Project pursuant to the Project Schedule, including without

limitation, the capacity to obtain financing, to provide appropriate security (such as performance and maintenance bonds), and to otherwise satisfy its obligations with respect to the development of the Property in full conformance with the Redevelopment Plan and Project approvals to be obtained in accordance therewith.

5. **Restrictions on Transfer.** Prior to the issuance of a Certificate of Completion for the Project or any part thereof, pursuant to *N.J.S.A. 40A:12A-9(a)*, except as otherwise permitted by this Agreement, the Redeveloper shall be without power to sell, lease or otherwise transfer the Project or any such part, without the written consent of the Borough, which shall not be unreasonably withheld, delayed or conditioned, except that Redeveloper may sell or lease individual units to third parties. The prohibition in this section shall apply to any sale, transfer, pledge, or hypothecation by Redeveloper of all or substantially all of its assets "in bulk" (but not to sales in the ordinary course of business or to customary Project or construction financing) or all or substantially all of its stock, or the sale, transfer, pledge, or hypothecation of fifty percent (50%) or more of the stock of Redeveloper if Redeveloper's stock is not publicly traded; or the sale, transfer, pledge, or hypothecation of fifty percent (50%) or more of the beneficial ownership interest in Redeveloper if Redeveloper is a partnership, except in the event of the death of a partner or member. The foregoing shall not apply, however, to a change of form of the Redeveloper entity, provided that there is no change in the beneficial ownership of Redeveloper. The restrictions in this section shall not apply to conveyances to any individual unit for which a Certificate of Occupancy or Certificate of Completion has been issued or to pledges made or security interests given in conjunction with customary Project or construction financing.
6. **Permitted Transfers.** Notwithstanding the foregoing, the Borough hereby consents, without the necessity of any further approval, to the following conveyances:
 - (a) A conveyance of driveways, roads, infrastructure, open space and other common property to a homeowners' association or similar entity;
 - (b) Deeds to purchasers of individual townhouse units;
 - (c) Utility and other necessary easements;
 - (d) A mortgage or mortgages or leases or leasehold or other financing and other liens and encumbrances solely for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project; and

(e) A conveyance of the Property or any portion thereof to the holder of any mortgage authorized under this Agreement, whether through foreclosure, deed-in-lieu of foreclosure, or otherwise.

7. **Subsequent Conveyance by Redeveloper.** Upon issuance of a Certificate of Completion, Certificate of Occupancy, or similar approval for any portion of the Project, the Redeveloper shall have the right to sell, lease or otherwise transfer, convey or encumber any such portion of the Project without the consent of the Borough and free of any restrictions imposed by this Agreement, except the Declarations that expressly survive such transfer or conveyance.
8. **Application for the Project.** The Redeveloper shall submit an application for site plan and, if applicable, subdivision approval to the Planning Board for the proposed Project pursuant to this Agreement and in compliance with applicable provisions of the Redevelopment Plan.
9. **Other Governmental Approvals.** It is acknowledged by both parties that it may be necessary for the Redeveloper to obtain approvals or permits from other governmental agencies in order to undertake development of the Project, including but not limited to the County of Monmouth and New Jersey Department of Environmental Protection ("NJDEP"). The Redeveloper agrees that it will take all necessary steps to prepare and apply for and proceed diligently to attempt to obtain any needed permits and approvals for the project in a timely fashion and utilizing commercially reasonable efforts. The Borough agrees to provide any pertinent information in its possession and to provide any reasonable assistance, without cost or expense to the Borough, which may be required of it to enable Redeveloper to properly apply for and obtain such permits or approvals in a timely fashion, including making applications in the name of the Borough if requested by Redeveloper or if required by law to do so. The Borough agrees to support and endorse any applications for any outside governmental approvals required for the Project.
10. **Certificates of Occupancy.** Upon Completion (as defined herein) of the construction of the improvements and/or each unit, as may be applicable, the Redeveloper may apply to the Borough for a Certificate of Occupancy for the Project or individually completed units.
11. **Certificate of Completion.** Upon Completion of the overall Project, for purposes of releasing the restrictions referenced in this Agreement, and under the LHRL, the Borough shall issue a Certificate of Completion ("**Completion**") in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations under this Agreement and has completed construction of the Project in accordance with the requirements of the LHRL, the Redevelopment Plan and this Agreement. The Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the restrictions, obligations and covenants contained in this

Agreement and in the Redevelopment Plan with respect to the Redeveloper's construction of the Project. If the Borough shall fail or refuse to provide the Certificate of Completion within twenty (20) days after written request therefor by the Redeveloper, the Borough shall provide to the Redeveloper a written statement setting forth in detail the respects in which it believes that the Redeveloper has failed to complete the Project, or portion thereof, in accordance with the provisions of this Agreement or is otherwise in Default under this or any other applicable agreement and what reasonable measures or acts shall be necessary to be taken in order for the Redeveloper to be entitled to a Certificate of Completion.

12. **Contribution To Costs and Financial Obligations.** Unless otherwise set forth herein, or pursuant to applicable law or Borough Ordinance in effect at the time of the entry of this Agreement, there shall be no additional costs, financial obligations or impositions imposed upon the Redeveloper by the Borough. In addition, the Borough hereby confirms that waterfront access is not practicable or required from or through the Property or the Project; in part because of the particular topographical and physical constraints presented by the Property and because public waterfront access points, with significant and higher recreational value, already exist directly across the street from the Property.
13. **Redevelopment Costs.** An Escrow or Funding Agreement has already been entered between the Borough and Longview Ventures, LLC (the current owner of the Property) and Robert M. Kaye, the managing member of the Redeveloper, which shall continue to govern any required escrows during the pendency of the Project to cover Borough costs associated with the preparation and administration of the Redevelopment Plan and this Agreement. The aforesaid Escrow or Funding Agreement shall be assigned to the Redeveloper by Longview Ventures, LLC, and Robert M. Kaye; although Robert M. Kaye shall remain responsible for the performance of all of the developer or redeveloper Entity obligations under the Escrow or Funding Agreement.
14. **Planning Board Costs for Site Plan.** The Redeveloper shall post with the Planning Board such escrow fees as necessary to reimburse the Planning Board for its professional, expert, engineering and legal costs incurred in the application review and determination process in accordance with the provisions of the Municipal Land Use Law ("MLUL").
15. **Representations and Warranties.** The Redeveloper hereby represents, warrants to and covenants that it is a limited liability company duly formed under the laws of the State of New Jersey and validly existing and in good standing under the laws of the State of New Jersey with all requisite power and authority to enter into this Agreement. The execution, delivery and performance by the Redeveloper of this Agreement has been duly authorized by all necessary action and will not violate the certificate of formation, operating agreement or any other formation or operating document of the Redeveloper or result in the breach of or constitute a

default under any loan or credit agreement, or other material agreement to which the Redeveloper is a party or by which the Redeveloper may be bound or affected.

16. **Events of Default.** Any one or more of the following shall constitute an event of default hereunder (an "**Event of Default**" or "**Default**"):

(a) Failure of the Redeveloper or the Borough to observe or perform any covenant, condition, representation, warranty or agreement hereunder and any other failure, act or omission designated elsewhere in this Agreement as a "Default," and the continuance of such failure for a period of forty-five (45) days after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure.

(b) The Redeveloper defaults in its obligations with respect to the construction of the Project, including not completing the Project within the scheduled time, if such failure is not cured within forty-five (45) days of the receipt of written notice.

(c) The Redeveloper fails to pay any real estate taxes or assessments on the Property, if such failure to pay is not cured within forty-five (45) days of receipt of written notice.

(d) The Redeveloper fails or refuses to make any payment or deposit of funds required hereunder as and when required, if such failure or refusal is not cured within forty-five (45) days of receipt of written notice.

(f) There is a prohibited transfer, if such transfer is not cured within forty-five (45) days of receipt of written notice.

17. **Borough's Remedies Upon Redeveloper's Event of Default.** Whenever any Event of Default of the Redeveloper shall have occurred, without being cured within forty-five (45) days of receipt of written notice, the Borough may, on written notice to the Redeveloper, terminate this Agreement and the Redeveloper's designation as the Redeveloper hereunder and take whatever other action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Redeveloper under this Agreement.

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

19. **Litigation and Judgments.** No suit is pending or reasonably anticipated against the Borough or the Redeveloper which could have a materially adverse effect

upon the required performance of either party under this Agreement. There are no outstanding judgments against the Redeveloper that would have a material adverse effect upon the Redeveloper or which would materially impair or limit the ability of the Redeveloper to enter into or carry out the transactions contemplated by this Agreement.

20. **No Violation of Laws.** The Redeveloper has not received any notices asserting any noncompliance in any material respect by the Redeveloper with applicable statutes, rules and regulations of the United States, the State of New Jersey or of any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement, which would have a material adverse effect on the Redeveloper's ability to perform its obligations under this Agreement. The Redeveloper is not in Default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority which is in any respect material to the transactions contemplated hereby.
21. **Covenants and Restrictions.** The Covenants and Restrictions, to be imposed upon the Redeveloper, its successors and assigns, herein and recorded in the Deeds and the Declaration, shall set forth that the Redeveloper and its successors, transferees and assigns shall:
 - (a) Devote the Property to the uses specified in the Redevelopment Plan, as may be amended, and as agreed herein, and shall not devote the Property to any other uses;
 - (b) Pursuant to the applicable law, not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status in the sale, lease, rental, use or occupancy of the Property or any buildings or structures erected or to be erected thereon, or any part thereof;
 - (c) In the sale, lease or occupancy of the Property or any part thereof, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the land or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status, and the Redeveloper, its successors and assigns shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status to the extent required by the Applicable Law;
 - (d) Commence construction of the improvements in accordance with the Project Schedule; and

(e) Not sell, lease or otherwise transfer the Property, or any part thereof, without the written consent of the Borough, unless to another Qualified Entity; except as is otherwise set forth herein.

22. **Effect and Term of the Covenants and Restrictions.** Subject to the provisions herein, it is intended and agreed, and the Deeds and the Declaration shall so expressly provide to the extent permitted by law, that the Covenants and Restrictions set forth herein shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Borough, its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof, with the exception of end user purchasers of residential units.
23. **Limitation of Liability.** The Parties agree that in the event of any Default or breach under this Agreement, the Parties shall look solely to the Parties hereto and their respective property interest in the Project for the recovery of any judgment or damages, and agree that no member, manager, officer, principal, employee, representative or other person affiliated with such party shall be personally liable for any such judgment or damages.
24. **Performance and Maintenance Bonds.** The Redeveloper shall, as required pursuant to Resolution of the Planning Board for preliminary and final site plan approval, post the appropriate performance and maintenance bonds in amounts to be determined by the Planning Board and its professionals pursuant to the MLUL.
25. **Mutual Indemnification.** The Parties agree to indemnify and hold each other harmless, along with their officials, agents, servants, employees and consultants ("**Indemnified Parties**") from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in connection therewith of any kind or nature, however arising, imposed by law or otherwise (including reasonable attorneys' fees and expenses and experts' fees and expenses) ("**Claims**"), which the Indemnified Parties may sustain, be subjected to or be caused to incur, by reason of personal injury, death or damage to property, arising from or in connection with the implementation, construction or maintenance of the Project, or any activities of or on behalf of the Redeveloper within the Property, except to the extent that any such claim or suit arises from the intentional or willful wrongful acts or omissions, or grossly negligent acts or omissions of the Indemnified Parties. The Parties shall provide notice of any Claims as soon as reasonably possible after their occurrence. The obligation to indemnify the Indemnified Parties shall survive the termination or expiration of this Agreement with respect to any Claims arising from any activities occurring prior to the issuance of a Certificate of Completion. The provisions of this Section shall not

apply, in any way, to any Claims that first arise after the issuance of a Certificate of Completion.

26. **Notice.** A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by national overnight courier with delivery confirmation, or by electronic mail, or delivered personally (with written acknowledgment of receipt) to the respective Parties at the following respective physical or electronic addresses:

If to Keyport, to:

Borough Administrator
Borough of Keyport
70 West Front Street
Keyport, New Jersey 07755
Email: sgallo@keyportonline.com
Phone: (732) 739-3900

With a copy to:

Jong Sook Nee, Esq.
McManimon Scotland & Baumann, LLC
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068
Email: jnee@msbnj.com
Phone: (973) 622-4868

And, if to Redeveloper, to:

PRC-ES Associates, LLC
40 Monmouth Park Highway
P. O. Box 70
West Long Branch, New Jersey 07764
Attention: Legal Department
Email: pwersinger@prcgroup.com
Phone: (732) 222-2000

With a copy to:

Brian M. Nelson, Esq.
Archer & Greiner PC
Riverview Plaza
10 Highway 35
Red Bank, New Jersey 07701
Email: bnelson@archerlaw.com

Phone: 732.268.8000

Either party may, from time to time, by written notice given to the other party, change the street address, electronic mail address or persons to which notices shall be sent.

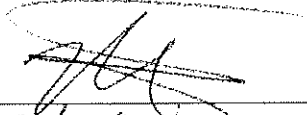
27. **Amendment; Waiver.** No alteration, amendment or modification of this Agreement shall be valid unless executed by an instrument in writing by the Parties hereto with the same formality as this Agreement.
28. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any principle of choice of or conflicts of laws. Any lawsuit filed by either of the Parties to this Agreement shall be filed in either the Superior Court of New Jersey, Monmouth County, or in the United States District Court for the District of New Jersey in accordance with their respective rules of court.
29. **Severability.** If any article, section, subsection, term or provision of this Agreement or the application thereof to either of the Parties or any circumstance shall, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of this Agreement or the application of same to the Parties or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that no such severance shall serve to deprive either party of the enjoyment of its substantial benefits under this Agreement.
30. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
31. **Prior Agreements Superseded.** Unless otherwise specifically provided herein, this Agreement repeals and supersedes any prior understanding or written or oral agreements (express or implied) between the Parties respecting the within subject matter. This Agreement, together with any other documents executed by the Parties contemporaneously herewith or therewith, contains the entire understanding between the Parties with respect thereto.

[Signatures Appear on the Following Page]

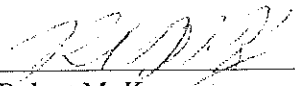
IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the Effective Date.

WITNESS:

REDEVELOPER
PRC-ES ASSOCIATES, LLC



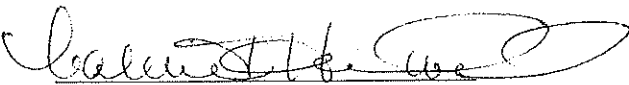
Peter S. Wonsinger III

By: 

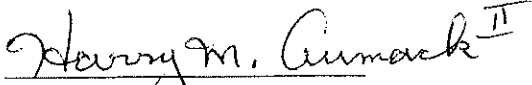
Robert M. Kaye

ATTEST:

THE BOROUGH OF KEYPORT



Valerie T. Heilweil, RMC, CMR
Borough Clerk

By: 

Harry M. Aumack II
Mayor

EXHIBIT A
REDEVELOPMENT PLAN

Longview-Boatworks
Redevelopment Plan
Block 22, Lots 12.01, 19 and 20

Borough of Keyport
Monmouth County, New Jersey

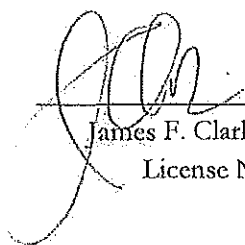
April 28, 2016

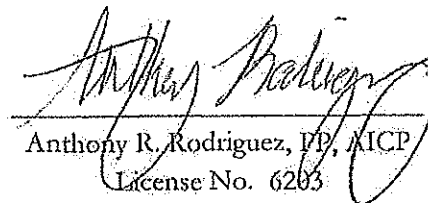
Amended May 6, 2016 per Planning Board Comments

Prepared By:



1460 Route 9 South
Howell, New Jersey 07731
(732) 462-7400


James F. Clarkin, PP, AICP
License No. 6311


Anthony R. Rodriguez, PP, AICP
License No. 6203

The original of this document has been signed and sealed in accordance with N.J.S.A. 45:14A-12

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Introduction

On February 20, 2007, the Borough Council of the Borough of Keyport adopted Resolution 105-07, which designated the entirety of the Borough to be an area in need of rehabilitation in accordance with the provisions of N.J.S.A. 40A:12A-14 of the Local Redevelopment and Housing Law ("LRHL"). On March 15, 2016, the Borough Council adopted Resolution 108-16, stating its intent to prepare a redevelopment plan for the property known as Block 22, Lots 12.01, 19 and 20, and authorizing CME Associates to prepare the plan on behalf of the Council. This plan has been prepared in accordance with this resolution using the Borough-wide rehabilitation designation adopted by the Council in 2007 as the basis for preparing the plan.

This Redevelopment Plan ("Redevelopment Plan" or "plan") is intended to govern the redevelopment of Block 22, Lots 12.01, 19 and 20 (160 West Front Street and 156-158 West Front Street), Borough of Keyport (See Figure 1). The tract is located in the northwesterly portion of the Borough and fronts upon West Front Street.

This plan establishes permitted land uses, bulk and area requirements, and design standards for any proposed development within the area governed by this plan.



Figure 1: Aerial View of area governed by Redevelopment Plan (Source: NJ GeoWeb)

Purpose of and Statutory Basis for the Redevelopment Plan

This plan and the provisions herein have been prepared pursuant to Section 7 of the LRHL (N.J.S.A. 40A:12A-7), which provides that "no redevelopment project shall be undertaken or carried out except in accordance with a Redevelopment Plan adopted by ordinance of the municipal governing body, upon its finding that the specifically delineated project area is located in an area in need of redevelopment or rehabilitation...according to criteria set forth in section 5 or section 14...as appropriate." Pursuant to the requirements of the LRHL, the Redevelopment Plan shall include an outline for the planning, development, redevelopment, or rehabilitation of the area governed by this plan sufficient to indicate:

- Its relationship to definitive local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational, community facilities, and other public improvements.
- Proposed land uses and building requirements in the project area.
- Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent safe and sanitary dwelling units, affordable to displaced residents will be available to them in the existing local housing market.
- An identification of any property within the project area proposed to be acquired in accordance with the Redevelopment Plan;
- Any significant relationship of the Redevelopment Plan to:
 - The Master Plans of contiguous municipalities;
 - The Master Plan of the County in which the municipality is located, and;
 - The State Development and Redevelopment Plan (the "SDRP") adopted pursuant to the "State Planning Act," P.L. 1985, c.398 (C.52:18A-196 et al.).

The LRHL provides that "a Redevelopment Plan may include the provision of affordable housing in accordance with the "Fair Housing Act," P.L. 1985, c.222 (C.52:27D-301 et al.) and the housing element of the municipal master plan." Finally, the plan is required to describe its relationship to pertinent municipal development regulations, and must note whether the provisions of the plan supersede applicable provisions of the development regulations of the municipality or constitute an overlay zoning district.

Description of Project Area

The area governed by this Redevelopment Plan (the “project area”) is approximately 8.5 acres in area and is comprised of the following properties:

- Block 22, Lot 12.01
- Block 22, Lot 19
- Block 22, Lot 20

The tract is located along West Front Street near the confluence of Luppatatong Creek and Keyport Harbor (Raritan Bay), Borough of Keyport. The project area is located within walking distance of the Borough’s downtown area, Keyport Waterfront Park, municipal boat ramp, and other downtown amenities.

The area governed by this plan is developed with one existing single-family residence and associated site improvements on Lot 12.01 and an existing detached frame structure and circular gravel driveway that provide access to and around Lots 19 and 20. The residential structure and use remains on Lot 12.01 and the remainder of the property is vacant.

Area Boundaries and Locational Context

The project area is located in the northwesterly part of the Borough and is bound by West Front Street to the north, Luppatatong Creek and associated wetland and riparian areas to the east, and developed areas comprised predominantly of residential uses that front upon West First Street and Broadway to the south and west. The project area, which is comprised of approximately 8.5 acres, can be accessed from West Front Street. Approximately 6.5 acres of the site consists of wetland and riparian areas and associated buffers, while the remainder of the site consists of upland areas. The full extent of the Redevelopment Plan Area is illustrated on the aerial image represented as Figure 1.

Existing Conditions

As noted above, the site is developed with residential and commercial uses. Block 22, Lot 12.01 is a “flag lot” developed with a one-story residence and associated improvements including a pool and driveway that provides access from West Front Street. Block 22, Lots 19 and 20 are developed with one-story wood frame structure and a stone driveway and parking area. At present, Lot 12.01 continues to be used for residential purposes.

In general, the tract consists of disturbed and improved upland areas to the north and west (Lots 12.01 and 19). To the south and east, the property is undeveloped and consists of wetland and riparian areas associated with Luppataong Creek (Lot 20). The portion of the tract formerly used as the marina spoils area is located at the northeasterly portion of the site (Lot 20). The redevelopment area has been listed on NJDEP's Brownfield Development Area (BDA) and the redeveloper shall meet all applicable NJDEP requirements related to the BDA designation. The designated redeveloper shall meet all applicable environmental laws with respect to the site.

Redevelopment Plan Objectives and Relationship to Local Objectives

The Redevelopment Plan provides for the transformation of parcels within the project area from vacant and undeveloped to economically and socially productive uses that will contribute to the general welfare of the Borough via increased tax ratables, increased foot traffic in the downtown area, and improvements to aesthetics and the Borough's "sense of place." The plan envisions that residential uses permitted by the plan will be incorporated into the surrounding area in a manner that is sensitive to surrounding uses while capitalizing on the area's location and proximity to the downtown area and waterfront.

The objectives of the Redevelopment Plan are as follows:

- Create land use requirements specific to the project area that are consistent with the Borough's vision for the tract and effectuate the timely redevelopment of the project area in a manner that is sensitive to existing neighborhoods and land uses;
- Provide an opportunity for the development of additional residential uses to increase density near Keyport's Downtown;
- Encourage redevelopment to increase tax ratables within the Borough of Keyport;
- Protect and enhance wetlands, riparian areas and other environmentally sensitive areas of the project area while facilitating the area's redevelopment;
- Provide for improvements to the West Front Street streetscape to enhance public space and provide for an aesthetically pleasing frontage that is consistent with the Borough's downtown streetscape standards;
- Mitigate potential flood-related impacts associated with the site's redevelopment to the maximum extent possible; and

- Institute land use and building controls to promote the redevelopment of the project area remaining sensitive to the existing environmental conditions, stormwater management policies, and parking requirements of the community.

Land Use Plan

Relationship to Zoning and Land Development Regulations

In order to implement the Plan consistent with the objectives herein, the area governed by this Redevelopment Plan shall be redeveloped in accordance with the standards detailed in this plan. This plan supersedes the underlying use, bulk, and design standards of the Borough Land Use Ordinance as they relate to the area governed by this Redevelopment Plan except where otherwise noted. The applicable provisions and definitions of the Borough of Keyport Land Use Ordinance shall apply except as otherwise noted herein. The permitted principal and accessory uses are only applicable to the upland portion of the Redevelopment Area. No uses or structures are permitted in the riparian portion.

Land Use and Building Requirements

Permitted Principal Uses

1. Townhouses at a maximum density of 10.6 units per acre assuming a subdivision of the redevelopment area between the residential portion and wetlands portion of the redevelopment area.

Required Accessory Uses

1. Off-street parking in accordance with the standards herein.

Permitted Accessory Uses and Structures

1. Patios, decks, terraces, balconies or other accessory structure customarily associated with private residences.
2. Common open space elements and associated structures, subject to the approval of the Planning Board.
3. Common parking areas.
4. Internal and access roads and driveways.
5. Fences.
6. Retaining Walls.

Permitted Conditional Uses

1. None.

Lot and Building Requirements

The lot and building requirements established herein are provided based upon a contemplated subdivision of the project area into two (2) lots—an “upland” lot that will be developed in accordance with the provisions of this plan, and a “riparian” lot that will remain largely undeveloped, but for which vehicular access is permitted. The lot and building requirements detailed below are intended to guide the redevelopment of the project area in a manner consistent with the contemplated subdivision of land.

Standard	Upland Lot Requirement	Riparian Lot Requirement
Minimum Lot Area (sq. ft.)	105,000	
Minimum Lot Width (ft.)	200	30
Minimum Principal Building Setbacks		
Front Yard (ft.)	20	0
Side Yard (to Block 22, Lots 12.02 and 12.03)	6	0
Side Yard (to Riparian Lot)	10	0
Rear Yard (to Block 22, Lots 13-18 and 19.01)	20	0
Accessory Building and Structure Setbacks		
Side Yard Setback (to any lot)	6	0*
Rear Yard Setback	6	0
Maximum Building Coverage	35%	0%
Maximum Impervious Coverage	60%	0%
Building Standards		
Minimum Number of Units per Building	3	0
Maximum Number of Buildings	5	0
Maximum Building Height (stories/ft.)	3/35	0
Minimum Building Spacing (ft.)^	15	0

*An access gate may be permitted to regulate access to the Riparian Lot and shall be regulated as an accessory structure.

^ Applies only to buildings not separated by interior driveways

Off-Street Parking and Circulation Requirements

Off-street parking, including the required number of parking stalls, size of parking stalls, and sizes and dimensions of required driveways and internal circulation aisles shall be provided in accordance with the Residential Site Improvement Standards, N.J.A.C. 5:21 (RSIS).

Design Standards

The redevelopment of the tract shall comply with the following design standards:

1. Vehicular access to redevelopment project. Vehicular access to any redevelopment project shall be provided via one full movement driveway from West Front Street. Such driveway shall be constructed of the typical brick pavers identified in the Borough's Municipal Streetscape Project for a depth of eight (8) feet as measured from the West Front Street right-of-way line. The remainder of the entrance driveway may be constructed of bituminous in accordance with applicable requirements.
2. Streetscape improvements. Any redevelopment project shall incorporate curbing, sidewalk, pavers, street lighting, benches, trash receptacles, trees, landscaping, and other related improvements along the project area's frontage on West Front Street. The required streetscape improvements shall be designed in accordance with the Borough's West Front Street streetscape standards and shall include directional, safety and identification signage as required in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
3. Pedestrian amenities. Any redevelopment project shall incorporate sidewalks and crosswalks to provide for safe pedestrian access to, from, and within the site. Sidewalks located within the project area shall be designed and constructed of concrete in accordance with applicable Borough design standards or subject to the review and approval of the Borough Engineer. Sidewalk improvements constructed along the project area's frontage shall be constructed in accordance with the Borough's Municipal Streetscape Project as required herein.
4. Orientation of buildings. All buildings shall be oriented such that the principal building entrance for each unit fronts on a public street or internal circulation driveway. A minimum of one building shall be oriented on West Front Street and shall be designed in a manner that provides for a porch, stoop, or other design feature typical of a principal building entrance along West Front Street to enhance the public streetscape.

5. Vehicular access to individual units. Vehicular access to private garages and driveways shall be permitted only from internal circulation driveways. Private driveways shall be constructed of bituminous pavement in accordance with Borough standards.
6. Building finishes. Each building shall be finished with high quality, durable architectural materials such as brick, brick veneer, pre-cast stone, fiber cement siding, manufactured stone veneer vinyl siding, glass, or other similar material. Exterior Insulation Finishing Systems (EIFS) and stucco shall be prohibited.
7. Façade appearance. Building façades shall be finished with a complementary color palette that utilizes neutral shades. Façade appearances may incorporate accent colors provided that such accent colors are compatible with primary finishes and other color selections. Architectural treatments shall be provided along all building façades to provide a visually interesting design aesthetic. Architectural treatments may include:
 - a. Porticos
 - b. Window sills, lintels, or decorative headers
 - c. Gables and dormers
 - d. Wall breaks along building facades
 - e. Changes in finish materials provided that "heavier" finish materials (e.g., brick and stone) are located below "lighter" finish materials (e.g. siding).
8. Variety and differentiation in units and buildings. Building façades shall incorporate the above color, finish, and architectural treatment recommendations to provide for a complementary, cohesive aesthetic that results in visual interest and limits repetitive or monotonous appearances. Identical or substantially similar unit-specific façades may be repeated within the development provided that residential units immediately adjacent to another cannot be the same architecturally.
9. Storage and collection of trash and recyclables. All trash, recyclables, and other refuse shall be stored within an enclosure that is a minimum six (6) feet in height. Such enclosure shall be centrally located and cannot be within any required yard setback area. Any proposed enclosure shall be constructed of materials consistent with the finishes of principal buildings. The proposed outdoor enclosure shall be finished on three (3) sides with brick or masonry and shall provide access for removal via a solid decorative gate constructed of the same material utilized for on-site fencing. No materials shall be

deposited so they can be transferred off the lot, directly or indirectly, by natural forces, such as precipitation, surface water, evaporation, or wind. The redeveloper will be responsible for hiring a private entity for trash removal, which shall be eligible for reimbursement as a qualified private community under the Municipal Services Act.

10. Landscaping. The redevelopment of the project area shall include a comprehensive landscape plan that provides for a variety of trees, shrubs, flowering plants, and ground cover. The redeveloper shall provide a landscaping plan and planting schedule at the time of development application submission for review and approval by the Planning Board.
11. Buffering and screening. Buffering and screening shall be provided where determined to be necessary in the final site plan in consultation with the Borough's engineer. If it is determined that it is necessary for any buffering and screening to include a landscaping element, then the landscaping should consist of a variety of hearty, salt tolerant plant species. If it is determined that it is necessary for any buffering and screening to include fencing element in order to enhance privacy and complement any planted buffers, then the fencing shall be constructed of wood, vinyl, or other material acceptable to the Planning Board.
12. Fences and Walls. Retaining Walls are permitted with a maximum height of ten feet. Ornamental fencing is permitted with a maximum height of six feet. Black PVC chain link fencing is only permitted behind proposed Buildings "C" and "D" on top of retaining walls for safety purposes. The remainder of the redevelopment area is prohibited to have chain link fencing. Ornamental fencing is preferred for the balance of the redevelopment area.
13. Lighting. Site lighting shall be designed to provide for adequate lighting levels throughout the interior of the redevelopment project while minimizing spillage onto adjacent properties. The lighting objective is to provide safety, security, and minimize undesirable effects. LED lights are preferable. No lighting source shall shine or reflect into windows. No lighting shall be a beam or a rotating, pulsating, or other intermittent frequency. The typical Jersey Central Power and Light (JCP&L) decorative fixture ("Ornate Colonial Post Top Luminaire-I") or other similar fixture deemed acceptable to the Planning Board shall be permitted. The Borough Engineer shall review any lighting plans for any redevelopment project within the project area.
14. Utilities. The redeveloper shall arrange with the servicing utility for the underground installation of the utility's distribution lines and service connections in accordance with

the provisions of the applicable Standard Terms and Conditions incorporated as a part of its tariff on file with the State of New Jersey Board of Public Utility Commissioners. Water, sewer, electricity, natural gas, and internet services shall be reliable and of the highest quality available at a reasonable cost. Underground installation of utilities shall be provided to the maximum extent possible. This includes underground installation of utilities on West Front Street if approved by the County. All mechanical equipment for the Townhomes must be installed above the floodplain.

15. Any site plan submitted to the Borough Planning Board to develop the Redevelopment Area shall submit stormwater documentation for review by the Borough Engineer. Stormwater best management practices (BMPs), including bio-swales, rain gardens, permeable pavement, tree cover, or other suitable alternatives are encouraged.
16. Compliance with FEMA Special Flood Hazard Area requirements. Any redevelopment project within the project area shall comply with FEMA Special Flood Hazard Area requirements. Compliance with these requirements shall be completed at the discretion of the redeveloper(s). Additionally, the project must be constructed above the FEMA flood elevation in alignment with the Borough's flood damage prevention ordinance.
17. The redeveloper shall work with the County to the maximum extent possible on safety standards for West Front Street. This may include a crosswalk, signage to increase awareness and safety, speed limits, and proper sight triangles for ingress and egress to the site. Any safety standards to be implemented will require County approval.

Planning Relationship

Keyport Borough Master Plan

This Redevelopment Plan is consistent with Keyport Borough's objectives regarding appropriate land uses, density of population, traffic, public utilities, and recreational or community facilities. Additionally, the permitted uses of this plan are not anticipated to have any negative effects upon municipal services or traffic. Keyport Borough prepared a Master Plan Reexamination, adopted on December 20, 2012, notes that the entirety of the Borough was declared an "Area in Need of Rehabilitation" and discusses the importance of redevelopment in the Borough. While the reexamination report does not discuss the area governed by this Redevelopment Plan in terms of redevelopment, it acknowledges the importance of redevelopment in enhancing the Borough as noted by the other incorporated redevelopment plans.

The Borough Master Plan, adopted in 1989 and reexamined in 2001, also recognizes that Keyport is a “Bayfront community of intensive suburban development.” Therefore, this plan and the provisions herein are consistent with the Borough Master Plan and Reexamination Reports.

Contiguous Municipalities

The project area governed by this plan is located within Keyport Borough and is not within 200 feet of a contiguous municipality. Therefore, the redevelopment of the project area will not adversely impact any nearby municipality.

Bayshore Regional Strategic Plan and Monmouth County Master Plan

The Bayshore Regional Strategic Plan was adopted by the Monmouth County Planning Board in May of 2006. As part of the plan’s preparation, the Borough was asked to complete a questionnaire, which included a question regarding the top three planning issues facing the Borough. In response to this question, the Borough identified waterfront development and downtown revitalization as two of the three top planning issues facing the Borough. This Redevelopment Plan provides for the development of a portion of the Borough’s waterfront in close proximity to the Borough’s downtown. The plan envisions that residents within the project area will patronize downtown businesses and take advantage of the area’s proximity to the Borough’s waterfront amenities, thereby furthering the vision of the Bayshore Regional Strategic Plan.

It should also be noted that the Monmouth County Planning Board is currently updating the Monmouth County Master Plan. Recent drafts of the Master Plan include a goal to promote beneficial redevelopment that continues to support Monmouth County as highly desirable to live, work, play, and stay through the best use of undeveloped land resources. This Redevelopment Plan and the provisions herein are consistent with this County Plan goal.

State Development and Redevelopment Plan

The State Plan Policy Map classifies the project area as both Metropolitan Planning Area 1 (PA-1) and Environmentally Sensitive Planning Area 5 (PA-5). A CAFRA permit has been issued for the redevelopment area that changes the boundaries between PA-1 and PA-5. The altered Planning Area delineations are shown in **Figure 2** below. All of Lot 12.01 is located within PA-1, while significant portions of Lot 19 and Lot 20 are located within PA-1. The remainder of the project area is located within the Environmentally Sensitive Planning Area (PA-5).

The Metropolitan Planning Area is the target for the majority of the State's future growth and redevelopment according to the New Jersey State Development and Redevelopment Plan (SDRP). The primary objective of the SDRP is to guide development to areas where infrastructure is available or can be readily extended, such as along existing transportation corridors, in developed or developing suburbs, and in urban areas. The State Plan's intentions for this area are to provide for much of the state's future development, promote growth in cities, and other compact forms, protect the character of existing stable communities, protect natural resources, redesign areas of sprawl, reverse the trend toward further sprawl, and revitalize cities and towns.

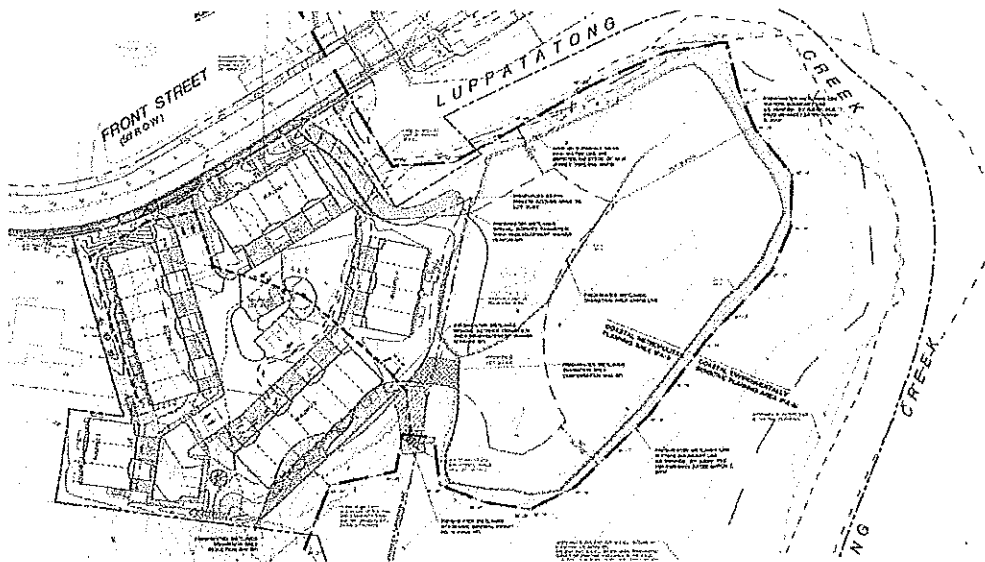


Figure 2: CAFRA Permit State Planning Areas in the vicinity of the project area.

This plan is consistent with the SDRP and State Plan Policy Map in that it provides for development upon upland portions of the project area, which is generally consistent with those areas of the project area located within the Metropolitan Planning Area.

Administrative and Procedural Requirements

Acquisition and Relocation

The area governed by this Redevelopment Plan is part of the Borough of Keyport's Borough-wide rehabilitation area. As such, the Borough is not permitted to acquire property via eminent domain. However, the Borough will provide all displaced residents and landowners with the appropriate relocation assistance pursuant to applicable State and Federal regulations if

relocation is necessary. The Borough contains an adequate supply of available housing to accommodate any residents requiring relocation.

Amending the Redevelopment Plan

Upon compliance with the requirements of applicable law, the Borough Council may amend, revise, or modify the Redevelopment Plan in general or for specific properties within the area governed by this plan as circumstances may make such changes appropriate. The review and approval of any proposed amendments shall be undertaken in accordance with the procedures set forth in the LRHL. However, any proposed changes in permitted uses, the land use plan, building height, or other core design concepts of this plan shall require notice and public hearings in a manner similar to the adoption of the original plan.

Redevelopment Powers

The Borough may also use any and all redevelopment powers granted to it pursuant to the LRHL to effectuate this plan, except that the use of eminent domain is prohibited. The Borough may enter into agreements with a designated redeveloper or developers in connection with the construction of any aspect of the Redevelopment Plan, including off-site improvements.

Conveyance of Land

The Borough may sell, lease, or otherwise convey to a redeveloper for redevelopment, subject to restrictions, controls and requirements of the Redevelopment Plan, all or any of the properties designated in need of rehabilitation within the area governed by this Redevelopment Plan that it owns or may acquire via means other than eminent domain. The Borough may also use its redevelopment powers pursuant to the LRHL to enter into other agreements with a designated redeveloper or developers in connection with the implementation of the Redevelopment Plan.

Duration of the Plan

The Redevelopment Plan, as it may be amended from time to time, shall be in full force and effect upon its adoption by ordinance by the Borough Council and shall be in effect until the redevelopment of the area governed by this plan is completed as evidenced by the issuance by the Borough of a certificate of project completion in accordance with the Redevelopment Plan.

Redeveloper Selection

Redevelopment under the terms of this Redevelopment Plan shall only be undertaken pursuant to a redevelopment agreement entered into between the Borough and a designated

redeveloper. The Borough intends to undertake a developer selection process that will provide a qualified redeveloper(s) to implement the Redevelopment Plan in a manner that is in the best interest of the Borough. The following restrictions and controls on redevelopment are hereby imposed in connection with the selection of a redeveloper(s) for any property or properties included in the Redevelopment Plan and shall apply notwithstanding the provisions of any zoning or building ordinance or other regulations now or hereafter in force:

- The redeveloper will be obligated to carry out the specified improvements in accordance with the Redevelopment Plan and redevelopment agreement.
- The redeveloper, its successors or assignees shall develop the area governed by this plan in accordance with the uses and building requirements specified in the Redevelopment Plan.
- Until the required improvements are completed and a certificate of completion is issued, the redeveloper covenants provided for in N.J.S.A. 40A:12A-9 and imposed on any redevelopment agreement, lease, deed or other instruments shall remain in full force and effect.
- The redevelopment agreement(s) shall contain provisions to assure the timely construction of the redevelopment project, the qualifications, financial capability and financial guarantees of the redeveloper(s) and any other provisions necessary to assure the successful completion of the project.

Establishment of Redevelopment Entity

The Borough Council shall act as the redevelopment entity responsible for implementing this Redevelopment Plan and may require the redeveloper to submit its proposed project to a Borough Technical Review Committee prior to the filing of a site plan application as required by this plan. The committee may recommend appropriate amendments to this Redevelopment Plan to the Borough Council if the committee determines that the redevelopment proposal under consideration deviates substantially from the provisions of this plan.

The committee review may also address the site and building design elements of the project to ensure that the project adequately addresses the goals and objectives of the plan.

Affordable Housing

The redevelopment of the area governed by this plan does not envision or require any low or moderate income designated units. The Borough of Keyport will satisfy its affordable housing obligation through other unrelated projects.

Planning Board Review Process

Pursuant to N.J.S.A. 40A12A-13, all development applications for development of sites governed by this Redevelopment Plan shall be submitted to the Planning Board for review and approval. The following provisions shall govern review of any proposed redevelopment projects for the area governed by this plan:

- No building permit shall be issued by the construction or zoning official for any work resulting in a change of intensity of development or change of use for any properties or buildings within the area of the Redevelopment Plan without prior review and approval of the work by the Borough Council and the Planning Board.
- Regular maintenance and minor repair shall not require Planning Board review and approval.
- The Planning Board shall conduct site plan and subdivision review, if applicable, pursuant to N.J.S.A. 40:55D-1 et seq. and the Borough's Land Use Regulations and Development Ordinance.
- As part of site plan approval, the Planning Board may require the redeveloper to furnish performance guarantees pursuant to N.J.S.A. 40:55D-53 and as required in the Borough's Land Use Regulations and Development Ordinance. The performance guarantees shall be in favor of the Borough of Keyport, and the Borough Engineer shall determine the amount of any performance guarantees.
- Any subdivision of lots or parcels of land within the area governed by this plan shall be in compliance with the Redevelopment Plan and reviewed by the Planning Board pursuant to the LRHL and N.J.S.A. 40:55D-1 et seq.
- Once a property has been redeveloped in accordance with the Redevelopment Plan, it may not be converted to any use not expressly permitted in this Redevelopment Plan. No non-conforming use, building, or structure may be expanded or made more non-conforming in nature after adoption of this Redevelopment Plan. A use or structure not conforming to the requirements of this Redevelopment Plan may not be reconstructed in

the event of its destruction. The Borough construction official or Borough Engineer shall determine the issue of whether the non-conforming use or building structure has been "destroyed."

- The Planning Board may grant "C" variances, exceptions or waivers from design standards from the requirements for site plan or subdivision approval. The Board may also grant *de minimis* exceptions from Residential Site Improvement Standards (RSIS) in accordance with the provisions of N.J.A.C. 5:21 et seq. Any exceptions or waivers granted shall be reasonable within the general purposes and intent of the provisions for site plan review and/or subdivision approval within this Redevelopment Plan. No deviations may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of this Redevelopment Plan or the Borough Master Plan.
- No deviations may be granted which will result in permitting a use that is not a permitted use within this Redevelopment Plan. Any deviation from standards of this Redevelopment Plan that results in a "D" variance pursuant to N.J.S.A. 40:55D-70d may only be addressed as an amendment to the Redevelopment Plan by the Borough Council rather than via variance relief through the Borough's Unified Planning Board. All development must be approved by the Planning Board and shall be submitted through the normal site plan and subdivision procedures as identified by N.J.S.A. 40:55D, et seq. Final adoption of this Redevelopment Plan by the Borough Council shall be considered an amendment to the Borough of Keyport Land Use Regulations, Development Ordinance, and Zoning Map. Unless otherwise defined in the Redevelopment Plan, terms used in this Redevelopment Plan shall have the same meaning as defined in the Borough's Land Use Regulations and Development Ordinance.
- The regulations and controls of this Redevelopment Plan shall be implemented, where applicable, by appropriate covenants, or other provisions and through agreements between the redeveloper and Borough pursuant to N.J.S.A. 40A:12A-8 and 40A:12A-9.
- A redevelopment agreement with the selected redeveloper and the Borough is required to be executed in order for any development to proceed within the redevelopment area.
- The extent of the redeveloper's responsibility for any installation or upgrade of infrastructure related to the development of the area governed by this plan, or contribution thereto, shall, whether on-site or off-site, be subject to a redevelopment agreement with the Borough of Keyport, as the municipal redevelopment agency.

- Any and all definitions contained within this Redevelopment Plan shall prevail. In the absence of a definition, the definition found within the Borough Ordinance shall prevail. Any and all definitions inconsistent with N.J.S.A. 40A:12A-3 shall be considered invalid.
- A redeveloper shall be required to pay all applicable escrow fees and other required charges in accordance with applicable provisions of the Borough Ordinance and State law. Additionally, a redeveloper shall be required to pay their proportional share of the cost of any studies, plans, reports, or analysis prepared by the Borough or its designated redevelopment entity as part of this Redevelopment Plan. Any such payments required to reimburse the Borough shall be specified in the redevelopment agreement.

The above provisions are all subject to approval by ordinance and/or resolution according to law. If a court of competent jurisdiction finds any word, phrase, clause, section, or provision of this Redevelopment Plan to be invalid, illegal, or unconstitutional, the word, phrase, clause, section, or provision shall be deemed severable, and the remainder of the Redevelopment Plan and implementing ordinances shall remain in full force and effect.

Amendment to Zoning Map and Development Regulations

The Borough of Keyport Zoning Map is hereby amended to reference this Redevelopment Plan as a zoning district encompassing the area governed by this plan in its entirety. Additionally, the listing of zoning districts in the Borough of Keyport Land Use Regulations is hereby amended to include a reference to this Redevelopment Plan constituting such substitute zoning district.

Where specifically provided for herein, the development standards set forth in this Redevelopment Plan shall supersede the development regulations of the Borough of Keyport. In all other instances, the standards of the Borough shall remain in full force and effect.

Other Provisions

In accordance with N.J.S.A. 40A:12A-1 et seq., known as the Local Redevelopment and Housing Law, the following statements are made:

- The Redevelopment Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities, and other public improvements. The plan has laid out various programs and strategies needed to be implemented in order to carry out the objectives of this plan.

- The Redevelopment Plan lays out the proposed land uses and building requirements for the area governed by this plan.
- The Redevelopment Plan does not permit or require the acquisition of privately-owned property.
- The Redevelopment Plan is substantially consistent with the Master Plan of the Borough of Keyport. The plan is also consistent with the goals and objectives of the New Jersey State Development and Redevelopment Plan, Bayshore Regional Strategic Plan, and Monmouth County Master Plan.
- Waterfront access is not required within the redevelopment area as it is directly across the street from public access points with more significant and feasible recreational value, but may be addressed under CAFRA and DEP regulations.

Non-Discrimination Provisions

No covenant, lease, conveyance, or other instrument shall be affected or executed by the Borough Council or by a redeveloper or any of his successors or assignees, whereby land within the area governed by this plan is restricted by the Borough Council, or the redeveloper, upon the basis of race, creed, color, or national origin in the sale, lease, use, or occupancy thereof. Appropriate covenants, running with the land forever, will prohibit such restrictions and shall be included in the disposition instruments. There shall be no restrictions of occupancy or use on the basis of race, creed, color or national origin.

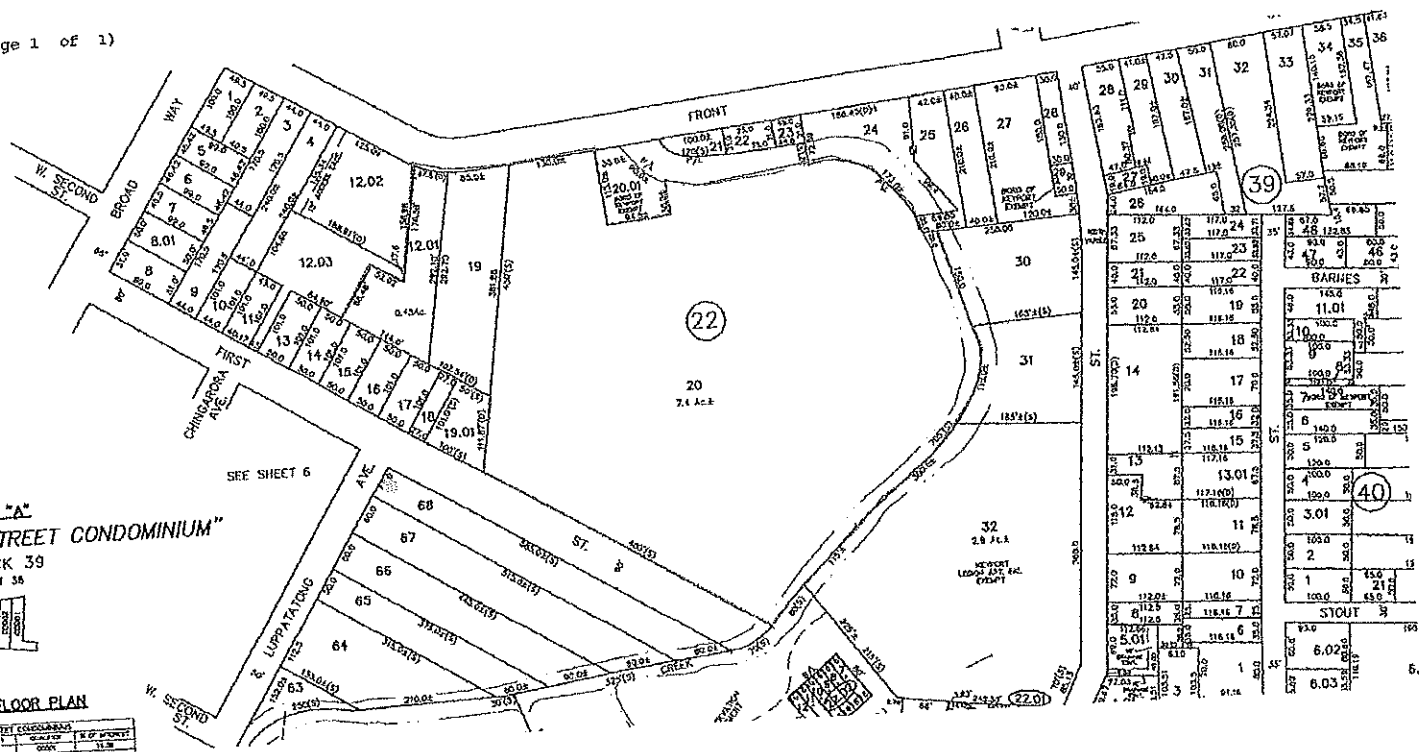


EXHIBIT E

Borough Engineer Performance Guarantee estimates
Dated _____, 2021



JOHN H. ALLGAIER, 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

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

February 7, 2020

Keyport Unified Planning Board
70 West Front Street
Keyport, NJ 07735

Attn: Denise Nellis, Secretary

**Re: Longview Ventures, LLC – Site Plan Subdivision
The Boatworks at Keyport, West Front Street
Block 22, Lots 12.01, 19 and 20
Keyport Borough, Monmouth County, NJ
Our File No. HKPE0022.01**

Dear Ms. Nellis:

As per your request, our office has prepared a performance bond estimate for the above referenced project (copy attached). The following is a summary of the fees to be posted by the Applicant:

- Total Performance Guarantee (120% Bonded Improvement Cost) \$34,080.00
- 10% (minimum) Cash Guarantee.....\$3,408.00
- 90% Performance Bond..... \$30,672.00

As noted above, a minimum of 10% of the performance guarantee must be posted in the form of cash.

In addition to the above, the Applicant is required to post the following engineering and inspection escrow:

- Engineering & Inspection Escrow (5% of Total Improvement Cost)..... \$39,720.39

An initial installment of \$9,930.10 may be posted for the inspection fees; however an additional installment of \$9,930.10 shall be posted when the balance is 25% of the overall inspection escrow amount. This initial inspection escrow will also be utilized to perform site observation services for the installation of the temporary retaining wall and the surcharge plan.

The above referenced bond and fees should be posted prior to the signing of the plans.



Keyport Unified Planning Board
Bond Determination
Re: Boatworks at Keyport
Block 22, Lots 12.01, 19 and 20

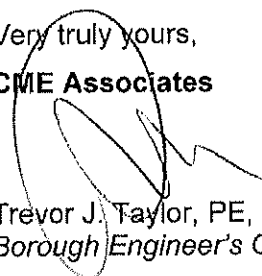
February 7, 2020
Our File No. HKPE0022.01
Page 2

Finally, upon acceptance of the public site improvements by the Borough Council, the Applicant will be required to post a 2-year maintenance guarantee in the amount of \$5,112.00 which is equal to 15% of the total cost of bonded improvements.

Prior to initiating work, the site contractor shall contact our office to schedule a pre-construction meeting. Lastly, our office requires a minimum of 72 hours advance notice prior to any work on site.

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, CFM
Borough Engineer's Office

TJT
Enclosure

cc: Tom Henshaw, Interim Borough Administrator
Michelle Clark, Acting Borough Clerk
Marc Leckstein, LUB Attorney
Thomas Fallon, Chief Financial Officer
Keith Smith, PE, French and Parrello Associates
Charles Connell, PRC Group
Chad Warnken, Esq., Archer & Greiner, Applicant's Attorney

PERFORMANCE GUARANTEE AND ENGINEERING & INSPECTION ESCROW ESTIMATE

PROJECT: The Boatworks at Keyport
West Front Street
Block 22 Lots 12.01, 19 and 20
Borough of Keyport, Monmouth County, New Jersey

APPLICANT: PRC-ES Associates, LLC
40 Monmouth Park Highway

Plans used to prepare this estimate are comprised of sixteen (16) sheets entitled "Final Minor Subdivision and Major Site Plan for the Boatworks at Keyport, Lots 12.01, 19 and 20, Block 22, Borough of Keyport, Monmouth County, New Jersey", prepared by Keith B. Smith, PE, PP of French & Parrello Associates, P.A., dated June 23, 2016, revised through May 11, 2017.

PROJECT SITE IMPROVEMENT COST ESTIMATE

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
<u>BONDED IMPROVEMENTS</u>				
Asphalt and Concrete Work				
1	Stamped Concrete, 4" THICK	495 SF	\$ 14.00	\$ 6,930.00
2	Concrete Sidewalk, 4" THICK	965 SF	\$ 7.00	\$ 6,755.00
3	Brick or Concrete Pavers	540 SF	\$ 11.00	\$ 5,940.00
4	Detectable Warning Surface	16 SF	\$ 35.00	\$ 560.00
Sanitary Sewer				
5	Sanitary Manholes 0'-8' Deep	1 EA	\$ 5,000.00	\$ 5,000.00
Water				
6	Tapping Sleeve & Valve, 8"x6"	1 EA	\$ 3,215.00	\$ 3,215.00
TOTAL BONDED IMPROVEMENTS				\$ 28,400.00

NON-BONDED SITE IMPROVEMENTS

Demolition and Site Preparation				
7	Excavation, Unclassified	970 CY	\$ 5.00	\$ 4,850.00
8	Borrow Excavation, Select Materials	730 CY	\$ 15.00	\$ 10,950.00
9	Remove Existing Pavement	660 SY	\$ 4.00	\$ 2,640.00
10	Subbase Preparation	3,200 SY	\$ 1.00	\$ 3,200.00
11	Site Grading	7,165 SY	\$ 1.00	\$ 7,165.00
Asphalt and Concrete Work				
12	Hot Mix Asphalt, 9.5M64	105 TN	\$ 90.00	\$ 9,450.00
13	Hot Mix Asphalt, 19M64	210 TN	\$ 90.00	\$ 18,900.00
14	Concrete Sidewalk, 4" THICK	3,210 SF	\$ 7.00	\$ 22,470.00
15	Concrete Pad / Apron, Reinforced, 6" THICK	1,600 SF	\$ 10.00	\$ 16,000.00
16	Belgian Block Curb	1,230 LF	\$ 25.00	\$ 30,750.00
17	Detectable Warning Surface	32 SF	\$ 35.00	\$ 1,120.00
Storm Drainage				
18	Inlet, Type 'A'	1 EA	\$ 2,000.00	\$ 2,000.00
19	Inlet, Type 'B'	2 EA	\$ 2,500.00	\$ 5,000.00
20	Inlet, Type 'E'	2 EA	\$ 3,000.00	\$ 6,000.00
21	Storm Manhole	2 EA	\$ 3,500.00	\$ 7,000.00
22	Outlet Control Structure	1 EA	\$ 5,000.00	\$ 5,000.00
23	Storm Cleanout	11 EA	\$ 200.00	\$ 2,200.00
24	Pipe, 6" HDPE Roof Drains	470 LF	\$ 20.00	\$ 9,400.00
25	Pipe 8" HDPE	1,290 LF	\$ 22.00	\$ 28,380.00
26	Pipe 15" RCP, CLASS III	17 LF	\$ 45.00	\$ 765.00
27	Pipe 18" HDPE	60 LF	\$ 33.00	\$ 1,980.00
28	Pipe 36" HDPE	139 LF	\$ 70.00	\$ 9,730.00
29	Pipe, 36" RCP, CLASS III	199 LF	\$ 70.00	\$ 13,930.00
30	Concrete Headwall 18" Pipe	1 EA	\$ 1,500.00	\$ 1,500.00
31	Broken Stone Bedding	365 CY	\$ 25.00	\$ 9,125.00
32	Broken Stone Rip-Rap	14 CY	\$ 25.00	\$ 350.00
33	Manufacturer Treatment Device	1 EA	\$ 40,000.00	\$ 40,000.00
34	Filter Fabric	8 SY	\$ 2.00	\$ 16.00

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Site Items				
35	Fence 4' High Aluminium Picket	615 LF	\$ 25.00	\$ 15,375.00
36	Fence 4' High Vinyl Chain Link	335 LF	\$ 28.00	\$ 9,380.00
37	Modular Block Retaining Wall	2,660 SF	\$ 25.00	\$ 66,500.00
38	Flexible Wall Retaining Wall	3,370 SF	\$ 25.00	\$ 84,250.00
39	Traffic Sign	3 EA	\$ 250.00	\$ 750.00
40	ADA Sign	1 EA	\$ 250.00	\$ 250.00
41	Traffic Striping, 4" WIDE	205 LF	\$ 1.00	\$ 205.00
42	Traffic Striping, 6" WIDE	100 LF	\$ 1.50	\$ 150.00
43	Traffic Striping, 24" WIDE	18 LF	\$ 4.00	\$ 72.00
44	Traffic Markings	9 EA	\$ 100.00	\$ 900.00
45	Trash Enclosure	1 EA	\$ 12,000.00	\$ 12,000.00
Survey & Monumentation				
46	Monuments w/ Engineering	3 EA	\$ 250.00	\$ 750.00
Landscaping and Lighting				
47	Betula Populifolia, 5'-6" HT.	6 EA	\$ 108.00	\$ 648.00
48	Plantanus X Acerifolia 2.5"-3" CAL	7 EA	\$ 390.00	\$ 2,730.00
49	Fagus Grandifolia 3"-3.5" CAL	1 EA	\$ 538.00	\$ 538.00
50	Quercus Rubra 3"-3.5" CAL	3 SF	\$ 536.00	\$ 1,608.00
51	Quercus Rubra 2.5"-3" CAL	5 EA	\$ 446.00	\$ 2,230.00
52	Ilex Opaca, 8'-10' HT	9 EA	\$ 648.00	\$ 5,832.00
53	Ilex Opaca, Male, 8'-10' HT	1 EA	\$ 648.00	\$ 648.00
54	Juniperus Virginiana 5'-6' HT	21 EA	\$ 148.00	\$ 3,108.00
55	Picea Pungens "Bakeri", 3'-3.5' HT	5 EA	\$ 160.00	\$ 800.00
56	Picea Pungens 5'-6' HT	6 EA	\$ 308.00	\$ 1,848.00
57	Juniperus Communis "Depressa", 1.5'-2' HT	34 EA	\$ 50.00	\$ 1,700.00
58	Euonymus Japonicus "Silver King", 1.25'-1.5' HT	31 EA	\$ 35.00	\$ 1,085.00
59	Physocarpus Opulifolus 2'-3' HT	71 EA	\$ 42.00	\$ 2,982.00
60	Myrica Pennsylvanica 1.5'-2' HT	83 EA	\$ 20.00	\$ 1,660.00
61	Viburnum Dentatum 2'-3' HT	41 EA	\$ 35.00	\$ 1,435.00
62	Andropogon Gerardi, #5 Cont.	22 EA	\$ 41.00	\$ 902.00
63	Coreopsis Moonbeam Classic Pint	18 EA	\$ 11.00	\$ 198.00
64	Echinacea Sanguinea Classic Pint	10 EA	\$ 12.00	\$ 120.00
65	Festuca Ovina "Elijah Blue", 1 GAL Cont.	128 EA	\$ 16.00	\$ 2,048.00
66	Festuca Rubra #3 Cont.	31 EA	\$ 8.00	\$ 248.00
67	Hemerocallis X "Stella O'Doro", #1 Cont.	23 EA	\$ 11.00	\$ 253.00
68	Liriope Muscari "Big Blue", 1 GAL Cont.	272 EA	\$ 10.00	\$ 2,720.00
69	Rudbeckia Hirta Classic Pint	54 EA	\$ 12.00	\$ 648.00
70	Parthenocissus Quinquefolia QUART Cont.	52 EA	\$ 16.00	\$ 832.00
71	Sodding	3,390 SY	\$ 4.50	\$ 15,255.00
72	Decorative Single Light, Pole Mounted	19 EA	\$ 4,000.00	\$ 76,000.00
Soil Erosion Control				
73	Temporary Seeding	10,355 SY	\$ 0.75	\$ 7,766.25
74	Construction Entrance	270 SY	\$ 30.00	\$ 8,100.00
75	Inlet Protection	6 EA	\$ 125.00	\$ 750.00
76	Silt Fence	150 LF	\$ 2.25	\$ 337.50
Sanitary Sewer				
77	Sanitary Manholes, 0'-8' DEEP	4 EA	\$ 3,500.00	\$ 14,000.00
78	Sanitary Manholes, 9'-14' DEEP	3 EA	\$ 3,500.00	\$ 10,500.00
79	4" PVC Lateral	1,025 LF	\$ 35.00	\$ 35,875.00
80	Pipe, 8" PVC	600 LF	\$ 65.00	\$ 39,000.00
81	Sanitary Cleanouts	26 EA	\$ 175.00	\$ 4,550.00
82	Sanitary Cleanouts Protection Box	6 EA	\$ 50.00	\$ 300.00
83	Concrete Encasement	90 CF	\$ 5.00	\$ 450.00
Water				
84	Pipe, 6" DIP Water Main	785 LF	\$ 40.00	\$ 31,400.00
85	Fire Hydrants	1 EA	\$ 3,500.00	\$ 3,500.00
86	Gate Valve, 6"	3 EA	\$ 1,250.00	\$ 3,750.00
87	Water Connections, Domestic	26 EA	\$ 200.00	\$ 5,200.00

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
88	Water Service Line, 1" Copper	800 LF	\$ 15.00	\$ 12,000.00

BONDED IMPROVEMENT TOTAL \$ 28,400.00
NON BONDED IMPROVEMENT TOTAL \$ 766,007.75
OVERALL IMPROVEMENT TOTAL \$ 794,407.75

Performance Guarantee (120% of Bonded Improvement Total) \$ 34,080.00
Minimum 10% Cash \$ 3,408.00
90% Performance Bond \$ 30,672.00

Engineering & Inspection Escrow Estimated at 5% of
Total Improvement Cost \$ 39,720.39

Future 2-Year Maintenance Bond (15% of Bonded Improvement Total) \$ 5,112.00

NOTES:

1. Unit prices used to prepare this estimate are considered valid for the six (6) month period from the date of preparation only. Later posting of required fees after June 2020, will mandate re-examination and possible update of this estimate.
2. The Borough Engineer's office MUST be notified (732-462-7400) at least 48 hours in advance of installation of all the above improvements in order to schedule inspections.
3. The entire proceeds of the bond posted may be used to guarantee any one line item in this bond estimate. The Borough is not bound to the line item estimates herein in case the reasonable cost of installation of any line item exceeds the estimated cost.

PREPARED BY:

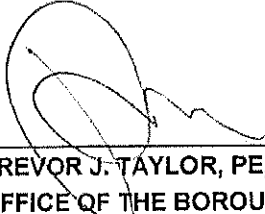

TREVOR J. TAYLOR, PE, PP, CME
OFFICE OF THE BOROUGH ENGINEER

EXHIBIT F

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

221758549v1



YOUR GOALS. OUR MISSION.

KUPB-R0012

October 21, 2016

Keyport Unified Planning Board
70 West Front Street
Keyport, New Jersey 07735

Via email and mail

Attn: Denise Nellis, Recording Secretary

**Re: Longview Ventures, LLC – Site Plan/Subdivision
The Boatworks at Keyport; West Front Street
Block 22, Lots 12.01, 19 and 20
Initial Completeness Review, Engineering Review,
Fee Determination and Remaining Conditions Review**

Dear Board Members:

As requested, we have reviewed the recently submitted revised plan, entitled "Final Minor Subdivision and Major Site Plan for the Boatworks at Keyport, Lots 12.01, 19, and 20, Block 22, Borough of Keyport, Monmouth County, New Jersey," that was prepared by Keith B. Smith, P.E., P.P. of French & Parrello Associates, P.A., dated June 23, 2016 and consisting of fifteen (15) sheets. Additionally, the applicant submitted the following documents in support of this application:

- Boundary and Topographical Survey, prepared by Kenneth P. Frank, P.L.S., of KF2T, dated August 8, 2016, consisting of one (1) sheet
- Final Plat, prepared by Kenneth P. Frank, P.L.S., of KF2T, dated August 9, 2016, consisting of one (1) sheet
- Architectural Plans prepared by Feinberg and Associates, P.C., dated April 20, 2016, consisting of eleven (11) sheets (unsigned, unsealed and not to scale)
- Redevelopment Agreement
- Longview-Boatworks Redevelopment Plan, prepared by, James F. Clarkin, P.P., A.I.C.P. and Anthony R. Rodriguez, P.P., A.I.C.P., of CME Associates, dated April 28, 2016, revised through May 6, 2016.
- Stormwater Management Summary, prepared by Keith B. Smith, P.E., P.P. of French & Parrello Associates, P.A., dated June 17, 2016
- Environmental Impact Statement, prepared by Keith B. Smith, P.E., P.P. of French & Parrello Associates, P.A., dated June 22, 2016 (unsigned and unsealed)
- Unanimous Written Consent, dated August 31, 2016, signed by Robert M. Kaye and Evaristo Stanziale, consisting of two (2) sheets.



Le: Keyport Unified Planning Board
Attn: Denise Nellis, Recording Secretary

Re: Longview Ventures, LLC – Site Plan/Subdivision
The Boatworks at Keyport; West Front Street
Block 22, Lots 12.01, 19 and 20
Initial Completeness Review, Engineering Review,
Fee Determination and Remaining Conditions Review

- NJDEP CAFRA IP, FWW TAW Averaging Plan, Special Activity Waiver for Redevelopment, and GP 11 and 17 Permit. DLUR File No. 1322-05-0003.1, dated February 11, 2011.
- Revision to the NJDEP CAFRA IP, FWW TAW Averaging Plan, Special Activity Waiver for Redevelopment, and GP 11 and 17 Permit. DLUR File No. 1322-05-0003.1, dated June 10, 2011
- Proof taxes are current, dated August 31, 2016
- Escrow Agreement
- W-9 Form

The applicant is requesting Preliminary and Final Site Plan and Minor Subdivision approval to consolidate Lots 12.01, 19, & 20 of Block 22 and to subdivide the tract into two new lots (Proposed Lots 20.02 & 20.03). Lot 20.02 will be developed into a multi-family residential development and proposed Lot 20.03 will continue to be used as a dredge disposal site.

A. Completeness Review

Based on my review of the submitted items, the application is technically **incomplete** since a number of the checklist items have not been submitted as part of this application. Below is a summary of the checklist items that must be submitted and/or completeness waivers must be granted prior to being deemed complete:

1. Item Preliminary 2B – Location map showing all road intersections within fifteen hundred (1500) feet – *(I have no objections to the Board granting a completeness waiver for this item since an aerial photo and key map have been provided showing all roads intersection within two hundred (200) feet of the site.)*
2. Item Preliminary 2D – All lot lines, approximate location of all structures and owners of lots within two hundred (200) feet of the site. *(I have no objections to the Board granting a partial completeness waiver for this item provided the applicant submits a recent aerial photo prior to the public hearing. The aerial photo on the cover sheet is fourteen (14) years old.)*
3. Item Preliminary 2E – Streets, easements, watercourses and right-of-way. *(The final plat notes multiple easements and wetlands. I recommend copies of all existing easements be provided to the Board Attorney for his review and comment prior to the start of the public hearing.)*



Le: Keyport Unified Planning Board
Attn: Denise Nellis, Recording Secretary

Re: Longview Ventures, LLC – Site Plan/Subdivision
The Boatworks at Keyport; West Front Street
Block 22, Lots 12.01, 19 and 20
Initial Completeness Review, Engineering Review,
Fee Determination and Remaining Conditions Review

4. Items Preliminary 4 and Final 3 – Application and Escrow Fees. *(Prior to the application being deemed complete, I recommend that the applicant be required to post any remaining application fee and escrow fee as noted in Section B below.)*
5. Item Preliminary 6 – Soil Erosion and Sediment and Control Permit and Soil Conservation District Approval. *(I have no objection to the Board granting a completeness waiver for this item, provided that the applicant obtains Freehold Soil Conservation District approval as a condition of approval.)*
6. Item Preliminary 8 – Referral to the Monmouth County Planning Board for review and approval. *(I have no objection to the Board granting a completeness waiver for this item, provided that the applicant obtains approval or a Letter of No Interest from the Monmouth County Planning Board as a condition of approval.)*
7. Item Preliminary 9 – Complete checklist *(I have no objection to the Board granting a completeness waiver for this item, since a checklist was previously submitted.)*
8. Item Preliminary 10 – Disclosure of 10% ownership interest of corporation or partnership which is 10% owner of applying corporation or partnership. *(I recommend the applicant provide the disclosure statement prior to the start of the public hearing.)*
9. Item Preliminary 11 – Applicant for a project located within a flood hazard area to apply for approval in conformance with the “90 Day Construction Permit Act.” *(Although the property is located in a flood zone; I have no objection to the Board granting a completeness waiver for this item provided that the applicant be required to submit same as a condition of approval.)*
10. Item Preliminary 12 – Application for state ingress and egress approval. *(Since the property is not located on a state highway, I have no objection to the Board granting a completeness waiver for this item.)*
11. Items Preliminary 13 and 14 – Variance(s) and Waiver(s) from Section(s) and reasons, if necessary. *(I have no objection to the Board granting a completeness waiver for this item provided the plans are revised to include same as a condition of approval.)*
12. Item Preliminary 15 – Owner’s signed Certificate of Concurrence with the plan. *(I have no objection to the Board granting a completeness waiver for this item, provided that the owner’s concurrence signature block is signed and notarized as a condition of approval.)*



Le: Keyport Unified Planning Board
Attn: Denise Nellis, Recording Secretary

Re: Longview Ventures, LLC -- Site Plan/Subdivision
The Boatworks at Keyport; West Front Street
Block 22, Lots 12.01, 19 and 20
Initial Completeness Review, Engineering Review,
Fee Determination and Remaining Conditions Review

13. Items Final 4 and Final 7 – Performance Guarantees and Inspection Fees. *(I have no objection to the Board granting completeness waivers for these items, provided that performance guarantees and inspection fees are provided as a condition of any approval.)*
14. Item Final 5 – Soil Removal Permit. *(I have no objection to the Board granting a completeness waiver for this item, provided that the applicant obtains a soil removal permit as a condition of any approval if any soil will be removed from the site.)*
15. Item Final 9 – Permits from other authorities. *(I have no objection to the Board granting completeness waivers for these items, provided that copies of all permits and approvals are provided as a condition of any approval.)*

The application will remain incomplete until the applicant makes additional submissions and/or requests, and obtains Board approval of the completeness waivers. Since I have no objection to the Board granting a completeness waiver for many of the items as noted above, I recommend that this matter be scheduled for both completeness waivers and a subsequent public hearing. I further recommend that the applicant address the items in ***bold italics*** above, prior to the start of the hearing.

B. Fee Determination

The Application Fee for this project is \$650.00 as shown on Attachment "A". Additionally, the Ordinance Fee Schedule requires an Escrow Fee be posted in the amount of \$5,975.00. It is my understanding that the applicant has posted an application fee in the amount of \$300.00 and an escrow fee in the amount of \$1,700.00. This must be confirmed by the Board secretary. **I recommend the applicant be required to post the remaining balances prior to the application being deemed complete.**

C. Planning Review

This review will compare the proposed development plans to the standards of the Longview-Boatworks Redevelopment Plan, adopted May 17, 2016, and the Redevelopment Agreement adopted August 31, 2016. The Redevelopment Plan (Plan) supersedes the underlying use, bulk and design standards of the Borough Land Use Ordinance although any modifications from the Plan that would be deemed a "design waiver" shall be considered as the equivalent of a "c" variance, according to the Redevelopment Agreement.



Le: Keyport Unified Planning Board
Attn: Denise Nellis, Recording Secretary

Re: Longview Ventures, LLC – Site Plan/Subdivision
The Boatworks at Keyport; West Front Street
Block 22, Lots 12.01, 19 and 20
Initial Completeness Review, Engineering Review,
Fee Determination and Remaining Conditions Review

1. Redevelopment Plan Bulk Requirements

As proposed, the development generally conforms to the bulk requirements of the Plan with two exceptions. The proposed architectural plans result in a building height of approximately 35.5 feet where the Plan restricts building height to 35 feet. Additionally, proposed Building 'B' has steps on the front of the building which encroach into the required Front Yard Setback approximately two (2) feet. Neither the Redevelopment Plan nor the Land Use Ordinance permit such encroachments into a required Front Yard. Variances would be required to permit both conditions.

2. Redevelopment Plan Design Standards

The following comments pertain to the specific design standards of the Redevelopment Plan:

- a. **Lighting:** The Redevelopment Plan design requirements specifies that the lighting objective is to provide safety, security, and minimize undesirable effects including a preference for LED lights. Additionally, there is a requirement that no lighting source shall shine or reflect into windows and site lighting should minimize spillage onto adjacent properties. The Lighting Plan specifies HPS (high pressure sodium) fixtures mounted 12 feet 9 inches above grade. The plan indicates that as much as 0.6 footcandles of illumination will be cast at the southwesterly property boundary where it adjoins Lot 17. Additionally, as much as 0.3 footcandles of illumination will be cast onto adjoining Lots 17 and 18. As the project is served by private streets, the developer is not obligated to contract with JCPL for street lighting fixtures. It is recommended that the Lighting Plan be revised to specify an LED fixture and illustrate lighting extents which do not cast illumination onto adjoining properties.
- b. **Storage and collection of trash and recyclables:** The refuse area has not been designed in accordance with the Redevelopment Plan requirement that three sides shall be brick or masonry. The entire enclosure is made up of six foot high vinyl fence sections. The Redevelopment Plan also specifies that the gate be "a solid decorative gate constructed of the same material utilized for on-site fencing". There are two different details in the plans with respect to the gate; one specifies two swing gates made of the same solid vinyl fencing used for the enclosure, while the other specifies vinyl-clad chain link fencing. The applicant should clarify which detail is correct. A 'c' variance would be required in the event the enclosure is not revised to brick or masonry.



Le: Keyport Unified Planning Board
Attn: Denise Nellis, Recording Secretary

Re: Longview Ventures, LLC – Site Plan/Subdivision
The Boatworks at Keyport; West Front Street
Block 22, Lots 12.01, 19 and 20
Initial Completeness Review, Engineering Review,
Fee Determination and Remaining Conditions Review

- c. **Landscaping:** The landscape plan has several discrepancies with regard to plant placement and suitable plant types. Along the front of Buildings 'B' and 'E' there are foundation plantings proposed within the driveway area. Buildings 'A', 'C', 'D' and 'E' similarly have foundation plantings obstructing the walkways between the driveway and the front door of each unit. Similarly, the proposed shade trees in front of Building 'B' and on the side of Building 'A' are located too close to the proposed street trees on W. Front St. The locations of the shade trees should be adjusted to eliminate overlap of the canopies of existing and proposed street trees.

Further, the landscaping that is proposed consists of some plant materials that are not suited to the site. The Redevelopment Plan design standards recommend that "...native, drought and salt tolerant species, should be prioritized". Many of the plant species proposed are not salt tolerant while others have been proposed in locations with unsuitable sun exposure. In accordance with the Redevelopment Plan, the Landscape Plan should be revised to include native, salt tolerant trees and shrubs that are suited to the site.

- d. **Buffering and Screening:** The Redevelopment Plan recommends screening be provided where determined to be necessary in the final site plan in consultation with the Borough's engineer. No landscaping has been proposed along the perimeter of the site along the southwesterly property boundary, where one of the project's parking areas with pole-mounted site lighting is located. It is recommended that some landscape screening be incorporated to minimize the impacts of the parking and lighting on adjacent residences on W. First St. No landscaping or screening has been proposed along the westerly property boundary between the proposed development and Sea Brook House, where there is currently a substantial clustering of trees that will be removed during construction. It is recommended that landscape screening be incorporated along this boundary.

As currently proposed the application requires variances for Front Yard Setback and non-conformity with Lighting and Refuse Storage design standards.

D. Engineering Review

1. Off-site and Off-tract Improvements



Le: Keyport Unified Planning Board
Attn: Denise Nellis, Recording Secretary

Re: Longview Ventures, LLC – Site Plan/Subdivision
The Boatworks at Keyport; West Front Street
Block 22, Lots 12.01, 19 and 20
Initial Completeness Review, Engineering Review,
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- a. Streetscape improvements are proposed along the property frontage. These improvements include curb and sidewalk to match the Borough's streetscape improvements, decorative crosswalks, street trees and decorative lighting. The applicant should provide testimony on the proposed phasing of these streetscape improvements.
- b. The applicant is proposing to mill and overlay the pavement (full width) along the majority of the pavement frontage. I recommend that the paving limits be extended approximately 10 feet to the easterly tract boundary.
- c. As a condition of approval, I recommend that the applicant be required to replace any existing curb or sidewalk that is in poor condition or that is damaged and the plans be revised to denote same.
- d. The existing Bell Telephone Manholes in front of Building B may disrupt the design of the Holland Pavers at this location. We suggest that the size of the manhole covers be reduced, if possible, to prevent overlap of the Holland Pavers strip. We suggest the applicant coordinate with Verizon.

2. Traffic Circulation and Layout

- a. The applicant should provide testimony on the anticipated number of trips as a result of this new development.
- b. The applicant is proposing angular barrier free ramps at the driveway along West Front Street. In accordance with the current ADA regulations, the plans should be revised to reflect barrier free ramps in the direction of travel. This will require ramps to be relocated to the point of curve/point of tangent (PC/PT). Please note the locations of the curb ramps should be reviewed to confirm that they do not conflict with any proposed drainage inlets. The applicant should relocate the sidewalk and stop bars as necessary to accommodate the modifications to the curb ramps.
- c. The crosswalk detail should be revised to comply with 2010 ADA requirements, including, but not limited to, detectable warning surfaces, cross slope and clear landing space.
- d. The applicant is proposing 17 foot long driveways that abut a 5 foot wide concrete sidewalk. Section 5:21-4.14(d)1 of the Residential Site Improvements standards, states that a one-car garage and driveway combination shall count as 2.0 parking spaces provided that the driveway is a minimum 18 feet in length between the face



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of the garage and the right-of-way. Therefore a *de minimis* exception is required for the 17 foot driveway length.

- e. As in the prior plan, the applicant is proposing 30 foot curb radii entering the site. Section 5:21-4.19(b)5 of the Residential Site Improvements standards, requires residential access intersections to have curb radii of 25 feet. Therefore, a *de minimis* exception is required for the 30 foot curb radii at the entrance driveway.
- f. The applicant proposes visitor parking spaces that are 9 feet wide by 18 feet in length. Sections 8.C.1.a.13 and 25:1-18.a.2 of the Ordinance requires parking stalls to be 10 feet by 20 feet. Since the proposed parking space size is consistent with RSIS and the Redevelopment Plan standards supersede the Borough's design standard, we have no objection to this minor deviation.
- g. The plans include a dumpster enclosure in the northeast corner of the parking lot. The applicant proposes refuse to be stored in each garage. The applicant should provide details on the proposed enclosure container sizes, estimate waste to be generated and adequacy of the single dumpster enclosure to accommodate all twenty-six (26) units. The proposed dumpster enclosure and details should be reviewed and approved by the Solid Waste and Recycling Committee.
- h. The proposed dumpster enclosure is located adjacent to the driveway for Building B end unit. We are concerned that enclosure gates may block the driveway if they are not closed. The applicant should clarify its proposal to minimize conflicts with this driveway and provide adequate turn around area.
- i. It appears as though the applicant proposes a sight triangle at the entrance driveway. The plans must be revised to indicate same. A sight triangle easement must be submitted to the Board Attorney and our office for review and approval prior to recording in the Monmouth County Clerk's Office.
- j. A waiver is technically required from the Section 7.A.5(a)9 of the Subdivision Ordinance since the plan only shows the streets, roads and streams within 200 feet of the subdivision where 500 feet is required. Since the information has been provided on the adjacent lots, I have no objection to the Board granting this waiver.
- k. The applicant proposes 1.5 inch thick surface course in the interior road and parking pavement cross section detail. Although there is no specific standard in the



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Redevelopment Plan, Section 7.D.1.e requires a minimum surface course thickness of 2 inches. We recommend that the plans be revised accordingly.

- l. Additionally, although there is no specific standard in the Redevelopment Plan, Section 7.D.1.e requires a 4 inch thick dense grade aggregate (DGA) subbase. The plans note this layer will be if and where directed by the Borough Engineering. We recommend the plans be revised to include this layer throughout the parking lot and driveways. The applicant should provide testimony on its proposal for the use of DGA.
- m. The pavement detail within the typical Belgium block curb detail is inconsistent with the interior road and parking pavement cross section detail. The applicant should clarify its proposal and the Belgium block detail must be revised to be consistent with the interior road and parking pavement cross section detail.
- n. Section 7.D.2 requires curbs to be 18 inches deep and 8 inches wide and there are specific curb standards in the Redevelopment Plan. Since the applicant is proposing mountable curb a design waiver is required. Given the proximity of the driveways we have no objection to the use of mountable curb.

3. Grading and Drainage

- a. Since this project is considered a “major development” as defined by N.J.A.C. 7:8, the requirements for water quality treatment, water quantity reductions and ground water recharge apply. The applicant must revise the stormwater management report and swale calculations for the proposed swales to demonstrate the applicant’s compliance with the Phase II Stormwater Regulation. Additionally, the applicant must obtain approval from the NJDEP for the waiver of the groundwater recharge requirement.
- b. The proposed storm water management system does not appear to reduce the flow by 50%, 75% and 80% in the 2, 10 and 100 year storms. Unless variances are granted, the system must be redesigned to comply with the required flow reductions. Given the proximity to the tidal water body, I have no objection to the Board granting this relief. The applicant should provide testimony on the proposed flow reductions.
- c. The applicant proposes a flexible wall system with exposed stone face or vegetative face. The applicant must revise the plans to show the location/limits of the exposed stone face wall or vegetative face wall. Additionally, the plans must be revised to



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include a detail for the vegetative face flexible wall system. Stability calculations and a letter certifying to the structural integrity of the wall should be provided.

- d. An Operations and Maintenance Manual for the entire Stormwater Management System must be submitted including, but not limited to, any proposed storm filters, water quality control structures and swales.
- e. The applicant should confirm that the Developer and/or Homeowners Association, will own and maintain the stormwater management facilities associated with this development in perpetuity. We recommend that the applicant grant the Borough a comprehensive Access and Drainage Easement for the site so that the Borough has the right to enter upon the property to maintain the onsite stormwater management facilities, if the Homeowners Association fails to adequately maintain same. Copies of the deeds of easement should be submitted to the Board Attorney and our officer for review and approval prior to recording in the Monmouth County Clerks Office.
- f. The Stormwater Management report and swale calculations must be revised to reflect the proposed swale. The swale design calculations should be based on the vegetative retardance factors as provided in the Standards for Soil Erosion and Sediment Control of New Jersey.
- g. The drainage area map for each inlet does not agree with the proposed drainage system. The map must be revised to be consistent with the drainage system design. Additionally, the applicant must submit full sized drainage area maps for pre and post development conditions that have been signed and sealed.
- h. Appendices A, B, C and D of the drainage report must be revised to be consistent with the proposed drainage design. Additionally, any changes to these sections must be reflected in the proposed conditions section of the report.
- i. The Contech Stormwater Filter detail sheet in the Stormwater Management Report should be updated so that it is legible.
- j. The proposed Contech Stormwater Filter in the Stormwater Report has two openings; however, the site plan indicates a filter with three openings. The plan must be revised to be consistent.
- k. The plans should be revised to address the inconstancy in the grate elevation of Inlet 5 between the profile view and plans. (Plan 14.6/Profile 13.6)



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- i. There are discrepancies between the slopes noted on the plans and slopes calculated using the inverts on the plans between the drainage cleanouts, inlets and manholes as listed below:
 - i. Cleanout Rim 18.8 to Inlet 1 notes a slope of 1.5% where the slope calculated is 3.0%.
 - ii. Inlet 1 to Inlet 2 notes a slope of 0.10% where the slope calculated is negative 0.05%.
 - iii. Inlet 2 to Inlet 3 notes a slope of 0.10% where the slope calculated is 0.11%.
 - iv. Inlet 4 to Manhole 4B notes a slope of 0.1% where the slope calculated is 0.09%.
- m. There appears to be a discrepancy in the grading along the north side of Building 'E'. The Finished Floor Elevation is 21.40 but the grade proposed along the side of the building is Elevation 27.00. No retaining wall is proposed and the architectural drawings depict a typical side elevation with vinyl siding and a window which would be below grade as designed. The plans and/or architectural drawings should be revised to address this inconsistency.
- n. Section 7.D requires drainage pipes to be a minimum of 15 inches in diameter and be reinforced concrete. The applicant is proposing high density polyethylene (HDPE) drainage pipe. Please note, I have no objection to the use of HDPE which is permitted by RSIS.

4. Sanitary Sewer and Potable Water

- a. The applicant is proposing to install 551 linear feet of 8" sanitary sewer main and 7 sanitary sewer manholes to serve the proposed twenty-six (26) units. The proposed sewer connects to the existing 8" sanitary sewer main in Front Street. Please note Treatment Works Approval will be required from the NJDEP for same.
- b. The applicant will be responsible for paying all sewer fees related to the proposed connection as required by Chapter XIV of the Borough Water and Sewer Ordinance. These fees shall include, but not be limited to, the Borough's Sanitary Sewer Connection Fees per Chapter XIV, Section 14-2.11 for the new units.



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- c. The applicant is proposing to install a new water main and two (2) new fire hydrants onsite which connect to the existing watermain in Front Street. The applicant should provide a calculation of the estimated flow for the proposed development. Additionally, the applicant will be responsible for paying any water fees related to the proposed connection as required by Chapter XIV, Section 14-1 of the Borough Water and Sewer Ordinance. These fees shall include, but not limited to, the Borough's Water Connection Fees per Chapter XIV, Section 14-1.15, Schedule IV entitled Connection Fees.

5. Landscaping and Lighting (See Section C.2 for Lighting and Landscaping Comments as relates to the redevelopment plans.

- a. The applicant is proposing a retaining wall behind Building A. The applicant should confirm whether or not the wall can be constructed while preserving these four (4) mature trees. We are concerned with the impacts of the proposed grading and construction, particularly on the existing Beech tree. The applicant should be required to undertake whatever measures necessary to ensure that the root system of the existing Beech tree at the NE corner of lot 12.02 be preserved. The three additional trees on Lot 12.01 should be evaluated to determine viability and measures to preserve them during construction.
- b. Section 7.D.4 requires shade trees to be 8 feet from the sidewalk and spaced 40 feet from each other. The applicant proposes some of the shade trees to be only 7 feet from the sidewalk and spaced 43 feet apart. There is no specific standard in the Redevelopment Plan, however, we recommend that the plans be revised accordingly.
- c. The applicant should address its proposal to water the proposed plant material. The applicant should consider providing an irrigation system for long-term durability of the proposed plant material.
- d. The applicant does not propose any landscape screening on three sides of the trash enclosures, therefore a design waiver is required, unless the required screening is provided.
- e. Note 7 on the Landscaping Plan must be revised to reflect the landscaping material is guaranteed two (2) years from the release date of the performance bond.



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6. Environmental

- a. The NJDEP issued CAFRA Individual, Freshwater Wetlands Transition Areas Averaging Plan, Special Activity Waiver for Redevelopment and General Permits 11 and 17 Permits on February 11, 2011. By letter dated June 10, 2011, the NJDEP subsequently revised the permit to remove conditions for the proposed public access. The applicant should provide testimony on the status of these permits.
- b. By letter dated March 7, 2006, the NJDEP issued a Freshwater Wetlands Letter of Interpretation (LOI) for this site. The applicant should clarify if an extension or new LOI was obtained. A copy of the LOI should be provided for the Board file.
- c. The applicant should provide testimony on its proposal for new Lot 20.03, which contains the majority of the environmentally sensitive lands on the tract. Depending on the proposed future use, the Board might want to consider restricting these environmentally sensitive lands in an easement. This should be discussed.
- d. The applicant should submit a signed and sealed copy of the Environmental Impact Statement for the Board's files.
- e. The applicant has revised the plans to be at least one (1) foot above the January 2014 FIRM BFE of 14 feet, therefore, the revised plans appear to comply with Chapter XV of Keyport's flood damage preventive ordinance.

7. General

- a. The plans have been revised to include a detail for the vertical rail fence; however, the site plan calls out chain link fence along the retaining walls. The plans must be revised for consistency.
- b. The applicant proposes a site identification sign at the driveway entrance however no details have been provided. The detail should include the size, material, wording and coloring of the proposed sign. Neither the Redevelopment Plan nor the Borough ordinances permit site identification signs. A variance will be required to permit the sign.
- c. Since no wharfs or piers are proposed Section 12-5 of the Ordinance is not applicable to this project.



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- d. The plans must be revised to include a leader from the information for sanitary manhole 3B to the proposed location of same.
- e. The maximum permitted lot coverage must be revised to 60% on the zoning schedule to conform to the redevelopment plan requirements.
- f. The applicant must post performance and maintenance guarantees, inspection fees and landscape maintenance bond, as necessary. Unless waived by the Borough, the applicant must enter into a Developers Agreement with the Borough.
- g. The applicant should provide testimony on its proposal for any recreational amenities for the proposed development.
- h. The applicant should confirm that private refuse collection is proposed and the plans should be revised to include same.
- i. It is my understanding that the applicant proposes to perfect the minor subdivision by filing of deed. If approved, deeds perfecting the subdivision must be prepared and a deed is required for each new lot. The proposed deeds should be submitted to the Planning Board Attorney and Board Engineer for review and approval prior to filing. Signatures of the Chairperson and Secretary of the Planning Board are required on the prepared deeds. Please note that if the plat is not filed by deed than maps may be filed in accordance with the New Jersey Map Filing Law (Sections 46-23.9 through 46-23.11).
- j. Since the open space and infrastructure will be privately maintained, a Homeowners' Association must be established in accordance with N.J.S.A. 40:55D-43. The Homeowners Association documentation must be approved by the Board Attorney and DCA must incorporate the provisions for the maintenance and ownership of the open space, buffer areas, landscaping, lighting, roadways, utilities and stormwater management facilities. This should be a condition of any approval.

8. Permits and Approvals

- a. The applicant should obtain all necessary permits and approvals including, but not limited to, Monmouth County Planning Board, Freehold Soil Conservation District, NJDEP and provide copies of same to the Board.
- b. The applicant must obtain any necessary municipal building permits.



**Le: Keyport Unified Planning Board
Attn: Denise Nellis, Recording Secretary**

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c. The applicant must obtain approval from the Fire Marshall.

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

Very truly yours,

T&M ASSOCIATES

FRANCIS W. MULLAN, P.E., C.M.E.
PLANNING BOARD ENGINEER

STAN SLACHETKA, P.P., AICP
PLANNING BOARD PLANNER

FWM:SCS:DM:DMD:BLH:EST:

cc: Stephen Gallo, Borough Administrator
Marc Leckstein, Esq., Board Attorney
Keith Smith, P.E., French & Parrello Associates, P.A. (Keith.Smith@FPAengineers.com)
PRC-ES Associates, LLC., 40 Monmouth Park Highway, West Long Branch, NJ 07764
Longview Ventures, LLC., 33 Longview Drive, Holmdel, NJ 07733
Brian M. Nelson, Archer & Greiner, Riverview Plaza, 10 Route 35, Red Bank, NJ 07701
(bnelson@archerlaw.com)
Fiona Dugan (fdugan@archerlaw.com)



KUPB-R0012

October 21, 2016

ATTACHMENT "A"
APPLICATION FEE SCHEDULE

Longview Ventures, LLC – Site Plan/Subdivision
The Boatworks at Keyport; West Front Street
Block 22, Lots 12.01, 19 and 20
Initial Completeness Review, Engineering Review,
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Determination of Fees

Site plan	Application Fee	Escrow Fee
Minor Subdivision	\$200	\$800 (\$400/Lot)
Site Plan Preliminary	\$300	\$2,587.50 (\$0.025/SF area Disturbed @103,500SF)
Site Plan Final	\$100	\$2,587.50 (\$0.025/SF area Disturbed @103,500SF)
Signs	\$50	N/A
Total	\$650.00	\$5,975.00

R22621

RESOLUTION FOR THE PAYMENT OF BILLS**NOVEMBER 9, 2021**

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	\$ 6,371.92
	CURRENT ACCT. 2021	\$ 1,088,163.59
	WATER/SEWER ACCT. 2021	\$ 90,908.26
	GENERAL CAPITAL FUND	\$ 10,698.83
	TRUST OTHER	\$ 13,109.56
	REC. BAYFRONT IMPROVEMENT	\$ 1,740.00
	BOARD OF REC. COMM TRUST	\$ 700.00
	UNEMPLOYMENT TRUST FUND	\$ 12,418.36
	OPEN SPACE TRUST	\$ 11,601.05
	DEVELOPER ESCROW	\$ 4,276.89

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

**APPROVING THE CORRECTIVE ACTION PLAN
FOR THE 2020 MUNICIPAL AUDIT**

WHEREAS, the Chief Financial Officer has prepared and filed with the Borough Clerk a Corrective Action Plan as part of the annual audit process as required by the Single Audit Act, US Office of Management and Budget Circular Letter A-133, and New Jersey Office of Management and Budget Circular Letter 04-04 as referenced in New Jersey Department of Community Affairs, Division of Local Government Services, Local Finance Notice #92-15, dated July 8, 1992.

NOW, THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Keyport, County of Monmouth, that the attached Corrective Action Plan relating to the findings of the 2020 audit and submitted by the Chief Financial Officer is hereby acknowledged and approved and a copy of same be filed with the Division of Local Government Services.

OFFERED:

SECONDED:

AYES:

NAYS:

ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify this to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Meeting of November 9, 2021.

Michele Clark, RMC
Borough Clerk

CORRECTIVE ACTION PLAN – 2020 AUDIT
BOROUGH OF KEYPORT, COUNTY OF MONMOUTH, 10/27/21

Finding #1

1. Description: The Auditors commented that in several instances they found that commitments were made prior to the certification of the availability of funds.
2. Analysis: There were several instances where goods were procured and subsequently covered by issuance of a purchase order.
3. Corrective Action: The Borough will reinforce its purchasing policies and procedures that required an approved purchase order and certification of availability of funds prior to ordering goods or services. The Borough will also be moving to an electronic requisition system to help streamline the process.
4. Implementation Date: July 1, 2022.

RESOLUTION #__-21**GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT**

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2020 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations"; and

WHEREAS, the members of the governing body have personally reviewed the Annual Report of Audit, and specifically as a minimum the sections of the Annual Audit entitled "Comments and Recommendations" as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Keyport, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does

hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

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 November 9, 2021.

Michele Clark, RMC
Borough Clerk

CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT
GROUP AFFIDAVIT FORM
NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY
COUNTY OF MONMOUTH

We, members of the governing body of the Borough of Keyport, in the County of Monmouth, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the Governing Body of the Borough of Keyport in the county of Monmouth;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2020;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____

Sworn to and subscribed before me this
____ day of November 9, 2021

Notary Public of New Jersey

Michele Clark, RMC
Borough Clerk

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

RESOLUTION #__-21**AUTHORIZING THE EXECUTION OF A COMMODITY RESALE AGREEMENT
WITH THE COUNTY OF MONMOUTH**

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act (C:40A:65-1, et seq.) authorizes local units, such as the Borough of Keyport, to enter into shared services agreements with other local units; and

WHEREAS, N.J.A.C. 5:34-7.15 authorizes local contracting units to enter into Commodity Resale Agreements for the purchase of certain commodities from other contracting units; and

WHEREAS, the County of Monmouth, a local unit, has offered to provide a Commodity Resale Agreement to the Borough of Keyport for the period of November 9, 2021 through September 30, 2023; and

WHEREAS, it is in the best interest of the Borough of Keyport to become or remain a member of the Monmouth County Commodity Resale System for that period.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of Keyport that the Mayor and Municipal Clerk be and are hereby authorized to execute the attached Commodity Resale Agreement with the County of Monmouth.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a certified copy of this resolution, along with two (2) executed Commodity Resale Agreements to: Elizabeth Perez, Shared Services Coordinator, Office of Shared Services, Hall of Records Annex, One East Main Street, Freehold, NJ 07728.

OFFERED:

SECONDED:

AYES:

NAYS:

ABSENT:

CERTIFICATION

I, Michele Clark, Borough Clerk, do hereby certify that the above is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the regular meeting held on November 9, 2021.

Michele Clark, RMC
Borough Clerk

**COMMODITY RESALE AGREEMENT
BETWEEN THE COUNTY OF MONMOUTH (the "COUNTY")
AND
THE BOROUGH OF KEYPORT (the "LOCAL GOVERNMENT ENTITY")**

The County and the Local Government Entity enter into this agreement pursuant to the Rules governing cooperative purchasing, namely *N.J.A.C. 5:34-7.15 et seq.*

IT IS AGREED:

1. **Commodities Offered.** The County will offer the commodities listed on Exhibit A to the Local Government Entity through the Monmouth County Commodity Resale System (SYSTEM IDENTIFIER 99174 – MCCRS).
2. **Amendment to Services Offered.** The County, in its discretion, may amend Exhibit A from time to time, upon approval by the Director of the Division of Local Government Services, if necessary, and written notice to the Local Government Entity.
3. **No Obligation by Local Government Entity.** The Local Government Entity is under no obligation to purchase any commodities offered by the County.
4. **No Obligation by County.** The County is under no obligation to provide a commodity requested by the Local Government Entity if the County is not in a position to honor the request.
5. **Total Cost Undetermined.** The total cost of the commodities to be provided under this agreement cannot be estimated in advance, but will be determined by the extent to which the Local Government Entity avails itself of the commodities available.
6. **Effective Dates.** This agreement shall be in effect from the date it is executed below until September 30, 2023.
7. **Early Termination.** Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.
8. **County's Representative.** The County's Administrator or its Director of Public Works and Engineering, or his/her respective designee, will act on behalf of the County with regard to the commodities available to the Local Government Entity.
9. **Local Government Entity's Representative.** The Local Government Entity's Superintendent of Public Works, Borough Administrator, or other designee, will act on behalf of the Local Government Entity with regard to a request for commodities from the County.

10. **Payment of Invoices.** The Local Government Entity will pay the County for commodities purchased under this agreement within thirty (30) days of the County's invoice for those commodities. If the Local Government Entity disputes a County invoice, the Local Government Entity will pay the undisputed portion and attempt to resolve the remaining portion in accordance with paragraph 11 below.
11. **Disputes.** If there is a dispute concerning either party's performance under this agreement, the parties will attempt to resolve the dispute amicably between them. If the parties cannot resolve the issue amicably, the parties will mediate the dispute before a third party mediator jointly agreed to by the parties. Each party will bear its own cost of participating in mediation and the parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either party may then pursue any available legal or equitable remedy to resolve the dispute.
12. **Indemnification.** Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.
13. **Authority to Execute Agreement.** The execution of this agreement has been duly authorized by the governing bodies of the County and the Local Government Entity.
14. **Counterparts.** This agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
15. **Notices.** Any notices that are provided pursuant to this agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth County:

County of Monmouth
Address: 1 East Main Street, Freehold NJ 07728
Attn: Elizabeth Perez, Shared Services Coordinator
Email: Elizabeth.perez@co.monmouth.nj.us
Fax:

To the Local Government Entity:

Borough of Keyport
P.O. Box 60
Keyport, NJ 07735
Attn: Michele Clark, Municipal Clerk
Email: mclark@keyportonline.com
Fax: 732-739-8738

Or to such other address or individual as any party may from time to time notify the other.

IN WITNESS WHEREOF, the parties have executed this agreement.

ATTEST:

COUNTY OF MONMOUTH

Name: MARION MASNICK
Title: Clerk of the Board

By: _____
Name: THOMAS A. ARNONE
Title: Commissioner Director

Date: _____

LOCAL GOVERNMENT ENTITY

BOROUGH OF KEYPORT

WITNESS OR ATTEST:

Name: MICHELE CLARK
Title: Municipal Clerk

By: _____
Name: COLLETTE J. KENNEDY
Title: MAYOR

Date: _____

EXHIBIT A

MONMOUTH COUNTY COMMODITY RESALE SYSTEM

Commodities available:

- Gasoline
- Diesel fuel
- Snow removal chemicals
- Public works materials and supplies, including road and roadway construction materials
- Such other materials as may be approved by the Director of the Division of Local Government Services

Pricing:

It is the intent that the County will recoup its actual costs, but no profit. Therefore, the cost of the commodities shall be the actual cost paid by the County for the commodities plus a modest administrative fee, as quoted by the County.

Procedure:

If the Local Government Entity is interested in purchasing a commodity through the County's Commodity Resale System, the Local Government Entity will submit a completed Request Form to the County. If the County is able to honor the request, the County will approve the request and issue a price quotation. The Local Government Entity will then decide, at its option, whether or not to complete the requested purchase, at the price(s) quoted by the County.

R230-21

RESOLUTION #___-21

**AUTHORIZING EXECUTION OF
SPECIAL CITIZENS AREA TRANSPORTATION
2022 AGREEMENT**

WHEREAS, the Borough of Keyport has heretofore entered into an Agreement with the Monmouth County Board of Chosen Freeholders, specifically the Office of Special Citizen Area Transportation (SCAT), to provide certain services to senior citizens and handicapped individuals among others, residing within the Borough of Keyport for the year 2022 pursuant to an agreement between the Borough of Keyport and the Board of Chosen Freeholders of Monmouth County; and

WHEREAS, the Governing Body of the Borough of Keyport wishes to continue said services.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Keyport that the aforesaid agreement be extended upon its same terms for calendar year 2022 as if the same has been set forth at length herein.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute this Agreement.

OFFERED:

SECONDED:

AYES:

NAYS:

ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify this to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Meeting of November 9, 2021.

Michele Clark, RMC
Borough Clerk

RECEIVED
OCT 25 2021

Monmouth County

BY:

Board of County Commissioners

DIVISION OF TRANSPORTATION

KATHLEEN LODATO

DIRECTOR

e-mail address

Kathleen.lodato@co.monmouth.nj.us



TRANSPORTATION LIASON

COMMISSIONER DIRECTOR

THOMAS A. ARNONE

e-mail address

Thomas.arnone@co.monmouth.nj.us

Dear Administrator,

October 21, 2021

Please find enclosed a copy of the Transportation agreement for the period of January 1, 2022 – December 31, 2022. This agreement provides Municipal sponsored food shopping transportation for the senior and disabled population of your town.

As Director I would like to inform you that I am able to offer you the same service that your residents have become accustomed to while stabilizing the cost for yet another year, there will be no increase in the transportation rate that you are currently paying, that price will remain stable for one more year, the length of this agreement.

With the prices raising for so many services within our State and with each Municipality suffering cutbacks I feel that it is the best time for all of us to united so that our Seniors who depend on us for so many if their transportation need still receive the best, we have to offer at a price that is affordable.

I look forward to a long working relationship with you and if I can be of any further assistance, please do not hesitate to call me. Please have the agreement placed on your agenda as soon as possible so that it can be voted on and signed, I would like all signed agreements returned no later than December 15, 2021 so that I may have them ready for signature by the Commissioner Director on December 21, 2021. If you cannot have your signed agreement back by December 15, 2021, it is very important that you call my office so that your transportation service is not interrupted.

Kathleen Lodato, Director

A handwritten signature in black ink, appearing to read "Kathleen Lodato", is written over the printed name.

Monmouth County Division of Transportation

THIS AGREEMENT entered into **January 1, 2022** by and between the COUNTY OF MONMOUTH (hereinafter referred to as the COUNTY) and **BOROUGH OF KEYPORT** hereinafter referred to as the MUNICIPALITY/AGENCY).

WHEREAS, the Monmouth County Board of County Commissioners has established the Special Citizens Area Transportation System (hereinafter referred to as SCAT); and

WHEREAS, the MUNICIPALITY has requested that the COUNTY provide service to eligible residents; and

WHEREAS, it is necessary to set forth the responsibilities of both parties in this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable considerations, it is mutually agreed between the parties as follows: Services to be provided under this Agreement will include transportation to and from local food markets. Destinations and pick-up sites will be determined at the discretion of the SCAT coordinator. Ridership on SCAT vehicles shall include those persons 60 years of age and older, in accordance with the rules and regulations set forth in Title III of the Older Americans Act of 1965, as amended in 1978. Service will be provided without regard to disability, in compliance with the provisions of Section 504 of the Rehabilitation Act of 1973. Ridership will also be extended to disabled persons under 60 years of age as vehicle space and time is available. "Disabled" is defined, as per Title 17 of the New Jersey Administrative Code, as a person who may be classified as having a physical impairment which manifests itself in one or more of the following ways: non-ambulatory, semi-ambulatory, visually impaired, deaf or hearing impaired, having faulty coordination, or having reduced mobility, flexibility, coordination or perceptiveness due to age, physical or mental conditions.

1. Vehicles used to provide services under this agreement will be owned, operated, insured and maintained by the COUNTY. All vehicle drivers will have current Operator's and Commercial Driver's License (CDL).
2. Vehicles shall be housed at the COUNTY garage, Freehold Township, or at location agreed to by the parties concerned. The SCAT coordinator will attempt to schedule maintenance work at a time which will afford the least interruption to the normally established service schedules. The provision of auxiliary transportation in the event of major maintenance or accident will be at the discretion of the coordinator of the SCAT Program or his/her designee.
3. Service will be provided for either a half or a full day as specified in Appendix A to this agreement. The COUNTY reserves the right to re-schedule the days of services based upon the availability of vehicles. The days of operation may be re-scheduled by the SCAT coordinator as needed.
4. Additional days of extended service may be provided under this agreement with authorization of the MUNICIPALITY contingent upon the availability of drivers and vehicles and approval of the SCAT coordinator. The MUNICIPALITY will be charged at the rate of a full day of service, plus \$.18 per mile, door to door.
5. The SCAT coordinator may establish routes which would serve two or more MUNICIPALITIES on a given day as long as the existing level of service in the MUNICIPALITY is maintained or improved.
6. A local coordinator will be supplied by the contracting party, either municipal or private, to aid the SCAT coordinator in daily operations.
7. The MUNICIPALITY will be billed on a quarterly basis for services provided at the per diem rate as set forth in Appendix A. The SCAT coordinator will detail the dates as to when services were provided during the quarter. The MUNICIPALITY will make payments within 30 days of the billing date, providing that the billing is in conformity with this agreement. Such payment shall be made by check, and be made payable to the Treasurer, County of Monmouth.

8. Provision of service by the COUNTY under this agreement is conditional upon continued availability of funding through Title III of the Older Americans Act.
9. This contract will be in effect from **January 1, 2022** to **December 31, 2022**, or until a subsequent contract is executed.
10. Tolls and other over-the-road parking charges incurred by the vehicle in normal operation of the vehicle will be borne by the MUNICIPALITY which requires the vehicle to traverse toll roads or incur parking or other over-the-road costs provided that the vehicle driver furnishes a receipt substantiating such out-of-pocket cost the MUNICIPALITY. A copy of such receipts and record of payment by the MUNICIPALITY shall be furnished to the SCAT coordinator within seven (7) days after use of the vehicle by either the MUNICIPALITY or contracting parties.
11. The COUNTY reserves the right to alter this agreement or to increase the per diem rate for vehicle operation based on increased costs subject to forty-five (45) days' notice.
12. Either party may terminate this agreement upon sixty (60) days written notice to the other party. Notice shall be sent by certified mail return receipt requested to the Monmouth County Board of County Commissioners in the case of the County and the Municipal Clerk in the case of the municipality.

IN WITNESS WHEREOF, the parties hereto have caused those present to be signed by their respective authorized officers and their respective corporate seals to be hereunto affixed the day and year first above mentioned.

ATTEST:

COUNTY OF MONMOUTH
(seal)

BY: _____
Marion Masnick, Clerk
Board of County Commissioners

BY: _____
THOMAS A. ARNONE
DIRECTOR, Monmouth County Board
of County Commissioners

ATTEST:

MUNICIPALITY
(seal)

BY: _____
Municipal Clerk

BY: _____
Mayor

APPENDIX A

MUNICIPALITY:

BOROUGH OF KEYPORT

Days of Service Per Week:

FULL DAYS _____ X _____.

HALF DAYS _____.

Charges:

RATE* FULL DAY _____ \$78.00 _____.

RATE* HALF DAY _____.

*Rate is based on average daily passengers.

RESOLUTION #___-21

**AUTHORIZING THE BOROUGH OF KEYPORT TO
RELEASE THE SUPPLEMENTAL CASH DEPOSIT
PROVIDED BY KEY144 PROPERTY, LLC FOR
CONSTRUCTION AT THE PROPERTY LOCATED AT
BLOCK 124, LOT 19 ON THE TAX MAP OF THE
BOROUGH**

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

WHEREAS, as part of the conditions for the bond release for the project at the property located at Block 124, Lot 19 (more commonly known as 144 Third Street) on the Borough tax map (the "**Property**"), the Property owner, Key144 Property, LLC (the "**Owner**") was required to post a supplemental cash deposit in the amount of \$9,000.00 (the "**Cash Deposit**") to guarantee the satisfactory completion of the landscaping and fencing work that could not be completed at the time of the issuance of the certificate of occupancy due to the winter season; and

WHEREAS, the Borough Engineer has determined that the construction of the project is complete and in substantial conformance with the approved project plan; and

WHEREAS, the Borough Engineer has recommended that the Cash Deposit be released to the Owner.

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

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Borough is authorized to release the Cash Deposit provided by the Owner to the Borough based on the recommendation of the Borough Engineer.
3. The Mayor of the Borough, the Borough Administrator, and/or the Borough Chief Financial Officer are authorized to effectuate the release of the Cash Deposit, including the execution of any forms necessary for the release of the Cash Deposit in furtherance of this Resolution.
4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
5. A copy of this Resolution shall be available for public inspection at the Office of the Borough Clerk.
6. This Resolution shall take effect as provided by applicable law.

OFFERED:
SECONDED:
AYES:
NAYS:
ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of November 9, 2021.

Michele Clark, RMC
Borough Clerk



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

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

October 8, 2021

Sent Via Electronic & 1st Class Mail

Mayor Collette J. Kennedy and Borough Council
Borough of Keyport
70 West Front Street
PO Box 60
Keyport, NJ 07735-0060

Attn: Michele Clark, RMC, Borough Clerk

**Re: Cash Bond Release Request
Key144 Property, LLC
Application No. KUPB 19-04
Minor Site Plan w/ Bulk Variance
144 Third Street - Block 124, Lot 19
Borough of Keyport, Monmouth County, NJ
Our File: HKPE0124.01**

Dear Mayor Kennedy and Council Members:

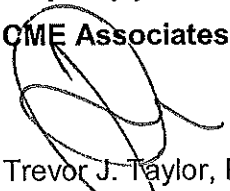
A condition of the bond release for this project was the posting of a supplemental cash deposit with the Borough in the amount of \$9,000.00 to guarantee the satisfactory completion of the landscaping and fencing work that could not be completed at the time of the certificate of occupancy due to the winter season. Our office has performed a final inspection of the above referenced project and the remaining required site plan items have been installed and are acceptable.

With this being said, we recommend that the supplemental cash deposit previously posted with the Borough in the amount of \$9,000.00 to guarantee the satisfactory completion of the outstanding site work be released at this time.

Should you have any questions or require additional information, please do not hesitate to contact this office.

Very truly yours,

CME Associates


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

S:\Keyport\Project Files\E0124.01 - Key144 Property, LLC\21-05-20 CO Letter.docx



Mayor Kennedy and Borough Council
Borough of Keyport
Re: Cash Bond Release Request
Key144 Property, LLC, 144 Third Street
Block 124, Lot 19

October 8, 2021
Our File No. HKPE0124.01
Page 2

TJT
cc: Jay Delaney, Borough Administrator
Laurie Graham, Borough Construction Office
Evey Stanziale (Key144 Property LLC), Applicant

RESOLUTION #___-21

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

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

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

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

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

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

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

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

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

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

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

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

OFFERED:

SECONDED:

AYES:

NAYS:

ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of November 9, 2021.

Michele Clark, RMC
Borough Clerk

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



RECEIVED
MAR 11 2021

BY:

March 5, 2021

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

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

Attn: Michele Clark, RMC
Borough Clerk

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

Dear Ms. Clark:

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

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

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

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

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

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

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



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

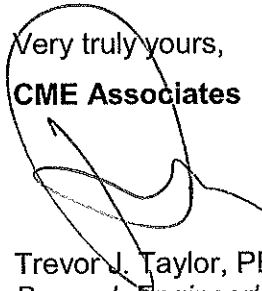
March 5, 2021
Our File No. HKPE0060.04
Page 2

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

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

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

Very truly yours,
CME Associates


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

TT:LZ

Enclosure

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

RESOLUTION #__-21

**AUTHORIZING THE BOROUGH OF KEYPORT TO
WAIVE THE MAINTENANCE BOND REQUIREMENT
REQUIRED OF LNL REALTY, LLC FOR
CONSTRUCTION AT THE PROPERTY LOCATED AT
BLOCK 21.01, LOT 33 ON THE TAX MAP OF THE
BOROUGH**

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

WHEREAS, as part of the project at the property located at Block 21.01, Lot 33 (more commonly known as 55 West Front Street) on the Borough tax map (the "**Property**"), the Property owner, LNL Realty, LLC (the "**Owner**") was required to post a performance guarantee in the form of a performance bond for the amount of \$60,723.00 (the "**Performance Bond**") and a cash deposit in the amount of \$6,747.00 (the "**Cash Deposit**") for construction of the project at the Property; and

WHEREAS, the Borough Engineer determined that the construction of the project is complete and in substantial conformance with the approved project plan; and

WHEREAS, by Resolution #200-21 dated September 21, 2021, the Borough authorized the release of the Performance Bond and Cash Deposit upon the following conditions: (i) the Owner obtain a two (2) year, fifteen percent (15%) maintenance guarantee in the amount of \$10,120.50; and (ii) the Owner pay all outstanding engineering and inspection escrow fees and replenish the escrow account to an amount not less than \$500.00 to cover the costs associated with the observation and report as to the project (each individually, a "**Condition**" and collectively the "**Conditions**"); and

WHEREAS, the Owner has requested that the maintenance bond Condition be waived by the Borough because the work at the Property has been complete for over six (6) years; and

WHEREAS, the Borough Engineer has reviewed this request and determined that the work on the project is in satisfactory condition and does not require any corrective work which would have been covered under the maintenance bond; and

WHEREAS, the Borough Engineer has recommended that the maintenance bond Condition be waived, provided, however, that the outstanding fee and escrow replenishment Condition should remain unchanged.

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

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

2. The Borough is authorized to waive the maintenance bond Condition required of the Owner based on the recommendation of the Borough Engineer.

3. The outstanding fee and escrow replenishment Condition provided for by Resolution #200-21 remains unchanged.

4. The Mayor of the Borough, the Borough Administrator, and/or the Borough Chief Financial Officer are authorized to effectuate the waiver of the maintenance bond Condition, including the execution of any forms necessary for the waiver of the maintenance bond Condition in furtherance of this Resolution.

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

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

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

OFFERED:

SECONDED:

AYES:

NAYS:

ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of November 9, 2021.

Michele Clark, RMC
Borough Clerk



JOHN H. ALLOAIR, 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

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TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

October 12, 2021

Via Electronic & 1st Class Mail

Mayor Collette J. Kennedy and Borough Council
Borough of Keyport
70 West Front Street
PO Box 60
Keyport, NJ 07735-0060

Attn: Michele Clark, RMC, Borough Clerk

**Re: Bond Release Request
LNL Realty, LLC – 55 West Front Street
Application No. KUPB R0800
Preliminary and Final Site Plan Review w/ Use Variance
Block 21.01, Lot 33
Borough of Keyport, Monmouth County, NJ
Our File: HKPE0021.02**

Dear Mayor Kennedy and Council Members:

In regards to the performance bond release for the above-mentioned project as recommended in our letter dated August 12, 2021, one of the conditions is that the applicant post a 2-year, 15% maintenance guarantee in the amount of \$10,120.50 (15% of the total guarantees posted) subject to review and approval by the Borough Attorney. In response to our letter, the Applicant has requested, via email dated October 5, 2021, that the maintenance bond be waived since the work has been complete for over six years.

Based on this request, our office offers the following for consideration of this request:

1. Construction was completed in 2017 with the exception of the fencing, gating and planters, which were conditions 7 and 8 from the Planning Board's original Resolution of Approval adopted on September 27, 2012. These Conditions were subsequently waived by the Planning Board via resolution dated May 21, 2021.

2. The New Jersey bond requirements were modified in 2018 to exclude work outside of the public right of way from inclusion in the performance bond. The items within the public right of way included in the posted performance bond are as follows:

- Sanitary Connection
- Water connection
- Concrete Curbing

C:\Users\taylor\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\AB80Q86V\21-10-08 Bond Release Letter ver 2.docx

CONSULTING AND MUNICIPAL ENGINEERS

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



Mayor Kennedy and Keyport Council
Re: LNL Realty, LLC
Recommendation of Bond Release

October 12, 2021
Our File No. HKPE0021.02
Page 2

- Concrete Sidewalk
- Brick Pavers
- Shade Tree

Based on a recent inspection of these items, they appear to be in satisfactory condition and do not require any corrective work which would have been covered under the maintenance bond.

With this being said, our office has no objection to the waiving of the maintenance bond for this project.

Should the maintenance bond be waived, there will be no further inspections required and therefore the posting of the \$500 fee to cover the costs associated with the maintenance bond release inspection is not necessary; however, we continue to recommend that any release be conditioned upon the Applicant paying all outstanding planning board or inspection escrow fees.

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

Very truly yours,

CME Associates

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

TJT:
Enclosures
cc: Jay Delaney, Borough Administrator
Lawrence Vecchio (LNL Realty, LLC), Applicant

RESOLUTION #__-21

AUTHORIZING APPOINTMENT OF SCHOOL CROSSING GUARD
– Jessica McFarlan

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 Jessica McFarlan 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. Jessica McFarlan 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 November 9, 2021.

Michele Clark, RMC
Municipal Clerk

RESOLUTION #__-21**AUTHORIZING PARTICIPATION IN THE CIVIL SERVICE EXAMINATION
EXEMPTION PROGRAM FOR ENTRY-LEVEL LAW ENFORCEMENT
POSITIONS AND THE PROVISIONAL APPOINTMENT OF ELIJAH SMITH
AS A POLICE OFFICER**

WHEREAS, the Borough of Keyport ("Borough") is governed by N.J.S.A. 11A:1-1 et seq., the Civil Service Act, and the rules and regulations established pursuant to this act; and

WHEREAS, P.L.2021, c.7 provides for the Civil Service Commission to exempt a person from the requirement to take an examination for an entry-level law enforcement position provided the individual has successfully completed a full Basic Course for Police Officers training course at a school approved and authorized by the New Jersey Police Training Commission; and

WHEREAS, P.L. 2021, c.7 also provides that a municipal police department may hire a person exempt from the Civil Service requirement to take an examination for an entry-level law enforcement position upon adoption of a resolution by the governing body authorizing such hiring and the adoption of a conflict of interest and nepotism policies; and

WHEREAS, the Borough has previously established a conflict of interest policy (Section 1.14) and a nepotism policy (Section 5.02A) as provided in the Borough's Personnel Policies & Procedures Manual; and

WHEREAS, the Chief of Police has recommended the Borough affirmatively "opt in" and authorize such hiring to provide for the selection of a qualified individual who has completed the necessary training required by the New Jersey Police Training Commission; and

WHEREAS, the Chief of Police has further recommended the provisional appointment of Elijah Smith as a Police Officer pursuant to this exemption.

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

1. The Borough of Keyport is hereby authorized to participate in the program to hire persons exempt from the Civil Service examination process for entry-level law enforcement positions provided the individual has successfully completed a full Basic Course for Police Officers training course at a school approved and authorized by the New Jersey Police Training Commission.
2. Elijah Smith is hereby appointed to the position of Police Officer on a provisional basis effective December 15, 2021 and conditioned upon issuance of the required certification by the New Jersey Police Training Commission and approval of the New Jersey Civil Service Commission. The appointee shall be compensated in accordance with the collective bargaining agreement between the Borough and P.B.A. Keyport Local No. 223.
3. The Borough Administrator and Chief of Police are authorized to execute all documents necessary to effectuate participation in this Civil Service exemption program and the provisional appointment of Police Officer Elijah Smith.

4. The Borough Clerk is directed to transmit a certified copy of this resolution to the Borough Administrator, Chief of Police and the New Jersey Civil Service Commission.

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 Meeting of November 9, 2021.

Michele Clark, RMC
Borough Clerk

PUBLIC HEARING
ADOPTION
ORD # 14-21

ORDINANCE #14-21

**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.

Introduced: October 19, 2021
Public Hearing: November 9, 2021
Adopted:

Michele Clark, RMC
Borough Clerk

Collette J. Kennedy, Mayor
Borough of Keyport

RESOLUTION #236-21

RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF BONDS OF THE BOROUGH OF KEYPORT INTO A SINGLE ISSUE OF BONDS AGGREGATING \$6,115,000 IN PRINCIPAL AMOUNT

BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF KEYPORT AS FOLLOWS:

Section 1. Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the bonds of Borough of Keyport, a municipal corporation of the State of New Jersey authorized pursuant to the individual bond ordinances heretofore adopted and described as follows, shall be combined and issued as a single issue of bonds in the principal amount of \$6,115,000:

Principal Amount of Bonds To Be Sold	Bond Ordinance Number	Improvements / Purposes Authorized and Bond Ordinance Adoption Date	Useful Life (years)
\$ 140,400	08-14	Providing for the acquisition of various capital equipment and a vehicle. Finally adopted 07/15/14	5
\$ 532,500	11-16	Providing for the acquisition of a ladder truck. Finally adopted 06/14/16	10
\$ 392,000	12-16	Providing for various road improvements. Finally adopted 06/14/16	10
\$ 800,000	08-18	Providing for the 2018 Road Improvement Program. Finally adopted 05/01/18	10
\$ 270,000	09-18	Providing for improvements to Veterans Park and Terry Park. Finally adopted 05/01/18	15
\$ 380,000	31-18	Providing for the acquisition of public safety communication equipment. Finally adopted 12/18/18	10

\$1,765,000	10-19	Providing for the 2019 Road Improvement Program.	10
		Finally adopted 05/21/19	
\$ 170,000	11-19	Providing for improvements to Main Street Park.	15
		Finally adopted 06/18/19	
\$1,000,100	05-20	Providing for various capital improvements.	12.48
		Finally adopted 07/21/20	
\$ 665,000	08-21	Providing for the purchase of a fire engine and related equipment.	10
		Finally adopted 07/20/21	
\$6,115,000			10.65*

*Average period of usefulness.

Section 2. None of the bonds described herein have been sold or issued. Further, the individual bond ordinances described herein have not been rescinded and remain in full force and effect as authorizations for the respective amounts of obligations described.

Section 3. This resolution shall take effect immediately.

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 November 9, 2021.

Michele Clark
Borough Clerk

RESOLUTION #237-21

**RESOLUTION OF THE BOROUGH OF KEYPORT REGARDING
THE PRIVATE SALE OF NOT TO EXCEED \$6,115,000
GENERAL OBLIGATION BONDS AND NOT TO EXCEED
\$1,050,000 GENERAL OBLIGATION REFUNDING BONDS TO
THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY**

WHEREAS, the Borough of Keyport, a municipal corporation of the State of New Jersey (the "Borough") desires to permanently finance the various improvements and purposes described in Resolution No. 236-21 adopted on November 9, 2021 and the bond ordinances referred to therein, each in all respects duly approved and published as required by law, with the issuance of its general obligation bonds in an aggregate principal amount of not to exceed \$6,115,000 (the "General Obligation Bonds");

WHEREAS, the Borough desires 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") in order to realize a net present value savings of at least 3% for the Borough, and finally adopted Refunding Bond Ordinance No. 14-21 on November 9, 2021 authorizing the issuance of refunding bonds in an aggregate principal amount not to exceed \$1,050,000 (the "Refunding Bonds", together with the General Obligation Bonds, the "Bonds");

WHEREAS, the Monmouth County Improvement Authority (the "Authority") has established a County Guaranteed Governmental Pooled Loan Program, whereby the Authority issues its revenue bonds and lends the proceeds of same to program participants (the "Program");

WHEREAS, the Borough has reviewed the details of the Program and has determined it to be in the best interests of the Borough to participate in same; and

WHEREAS, the Borough is authorized to sell the Bonds to the Authority at private sale pursuant to the Local Bond Law (N.J.S.A. 40A:2-27 and N.J.S.A. 40A:2-59).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE
BOROUGH OF KEYPORT AS FOLLOWS:**

Section 1. The Borough hereby authorizes its participation in the Authority's County Guaranteed Governmental Pooled Loan Program, Series 2021 B.

Section 2. The Chief Financial Officer of the Borough is hereby authorized to sell and award the Bonds to the Authority at private sale.

Section 3. The details of the private sale shall be confirmed by a resolution of the Borough Council, adopted by not less than 2/3 vote of the full membership thereof pursuant to the Local Bond Law (N.J.S.A. 40A:2-27(b)(3)).

Section 4. All officers, representatives and agents of the Borough are hereby authorized and directed to execute and deliver any and all documents, instruments or certificates, and to do and cause to be done any and all acts and things deemed necessary, desirable or convenient by Bond Counsel to provide for the authorization, sale and delivery of the Bonds and all related transactions contemplated by this resolution.

Section 5. This resolution shall take effect immediately.

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 November 9, 2021.

Michele Clark
Borough Clerk

The Pearl of the BayshoreSM
Keyport
NEW JERSEY

PUBLIC HEARING
ADOPTION
ORD #15-21

Mayor
Collette J. Kennedy, Class I

Class II
Nick Vecchio

Planning Board Members

Harry M. Aumack
Kenneth Howe
Juan Carlos Oviedo
Joanne Royster
Donald Pacheco

Class III
Lori Ann Davidson

Chairman
Mark Sessa

Alternates

William McDermott
Greg Kotzas

RECEIVED
NOV 03 2021

BY:

November 3, 2021

Honorable Collette J. Kennedy
Mayor, Borough of Keyport
Borough Hall
PO Box 60
70 West Front Street
Keyport, NJ 07735

Dear Mayor Kennedy,

At the Planning Board meeting on October 28, 2021 Ordinance # 15-21 "An Ordinance to Amend and Supplement Chapter 25 "Zoning" and 5 "Licenses" of the Code of the Borough of Keyport Establishing Land Use Regulations and Licensing Requirements or cannabis Businesses" was discussed and, after review, the Board determined the proposed Ordinance is not inconsistent with the Master Plan.

With the above said, the Board did wish to express concern that while the Ordinance may not be inconsistent with the Master Plan, the Members do feel it is not consistent with the current zoning ordinances of the Borough as bulk standards for such a use are missing. As such, the Board did form a subcommittee to review the ordinance in greater detail so as to be able to make recommendations to the Council on creating a better ordinance for the Borough.

While the Planning Board recognizes the Council is free to adopt the Cannabis Ordinance if it wishes, the Members nevertheless asks the Council to delay such adoption until after the recommendations of the Board are received for its consideration.

Sincerely,



Denise Nellis
Certified Planning Board Secretary

Cc: Michele Clark, Borough Clerk

ORDINANCE #15-21

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. 24:61-33* 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, measured door-to-door, 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: November 9, 2021

Adopted:

Michele Clark, RMC
Borough Clerk

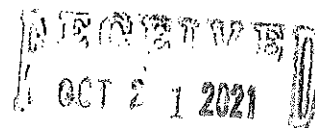
Collette J. Kennedy, Mayor
Borough of Keyport

Comm #1

Keyport Fire Department

70 WEST FRONT ST KEYPORT NJ 07735

732-739-3900 x5142



BY: _____

Mayor and Council

Borough of Keyport

70 West Front St.

Keyport NJ, 07735

Dear Madam or Sir:

This letter is to advise you at the last regular meeting of LINCOLN HOSE Company

Held on 10-12-21 the membership accepted the resignation of

JOHN CONDON (dec.) as an active member.

Please be advised at the same meeting JOHN HAUSSMANN member residing at

[REDACTED], [REDACTED], BORO was accepted to membership.

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

Sincerely

A handwritten signature in cursive script, appearing to read "Robert M. Poling". The signature is written in dark ink and is positioned above the word "Secretary".

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 5/1!

Date 5-11-21

Keyport Fireman's Relief Assoc. Keyport Monmouth
Relief Association Name Assoc. Number Municipality County

Lincoln Hose Co. #1 Keyport Fire Department
Fire Company Name Fire Department Name

Applicant Name John Hausmann
First Middle Initial Last Suffix

Home Address [REDACTED] Keyport 07735 48
Street Municipality Zip Code # of years

Date of Birth [REDACTED] Birth Place Red Bank, 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 1994? where Cliffwood (Aberdeen #2)

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 JUNE 18, 2021 before me, ROBERT M POLING, Notary Public in and for said county, personally appeared JOHN HAUSMANN, (signer) who has satisfactorily identified himself/herself as the signer to the above referenced document.

My Commission Expires: _____ [Signature] _____
Notary Public Signature (Affix Notary Stamp Here)

[Signature] [Signature]
Signature of Relief Association Secretary 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: _____

- A. Application portion should be completed by Applicant – Typed or Printed ONLY
 - B. Application must have the Physical Test Record completed by a New Jersey Licensed Physician, Nurse Practitioner or Physician's Assistant
 - C. The completed Application and Physical Test Record must be returned to the Local Relief Secretary
 - D. 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



Borough of Keyport
70 West Front Street
Keyport NJ 07735

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

APPLICATION & PERMIT FOR USE OF BOROUGH PROPERTY

Date Received 10.27.2021 Date of Response _____

Property requested Closure of West Front Street between Beers Street & Broad Street Keyport

Organization Name/Purpose Keyport Bayfront Business Cooperative

Name Ann Boyce / Delia Sosa McDermott

Address 70 West Front Street

Telephone Number: 732-186-6997/732-497-3709 Fax Number _____

Email Address: annboyce12@gmail.com/dmcdermott@keyportonline.com

Type of Event KBBC Holiday Tree Lighting ~~Estoyaga~~

Date of Event November 27, 2021

Time of Event 5 pm - 9:30 pm ET

No of People Attending 100 or more (TBD) based on Keyport engagement
open to public

Fee Schedule

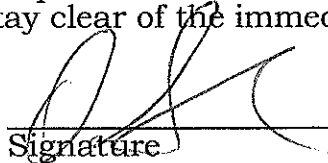
Borough Property	Minimum 3 Hours	Additional Per Hour
Senior Center	\$23.00	\$5.75
Borough Hall Council Room	\$23.00	\$5.75
OTHER		
Waterfront Pavilion/Promenade	\$100.00	
Pictures at Pavilion/Promenade	\$100.00	
Beach Park	\$100.00	

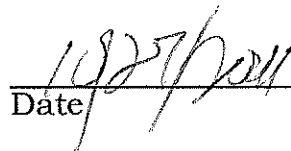
Mail Check or Money Order Payable to:
Borough of Keyport, PO BOX 60, Keyport, NJ 07735

PLEASE READ THE FOLLOWING REGULATIONS PERTAINING TO EVENTS

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

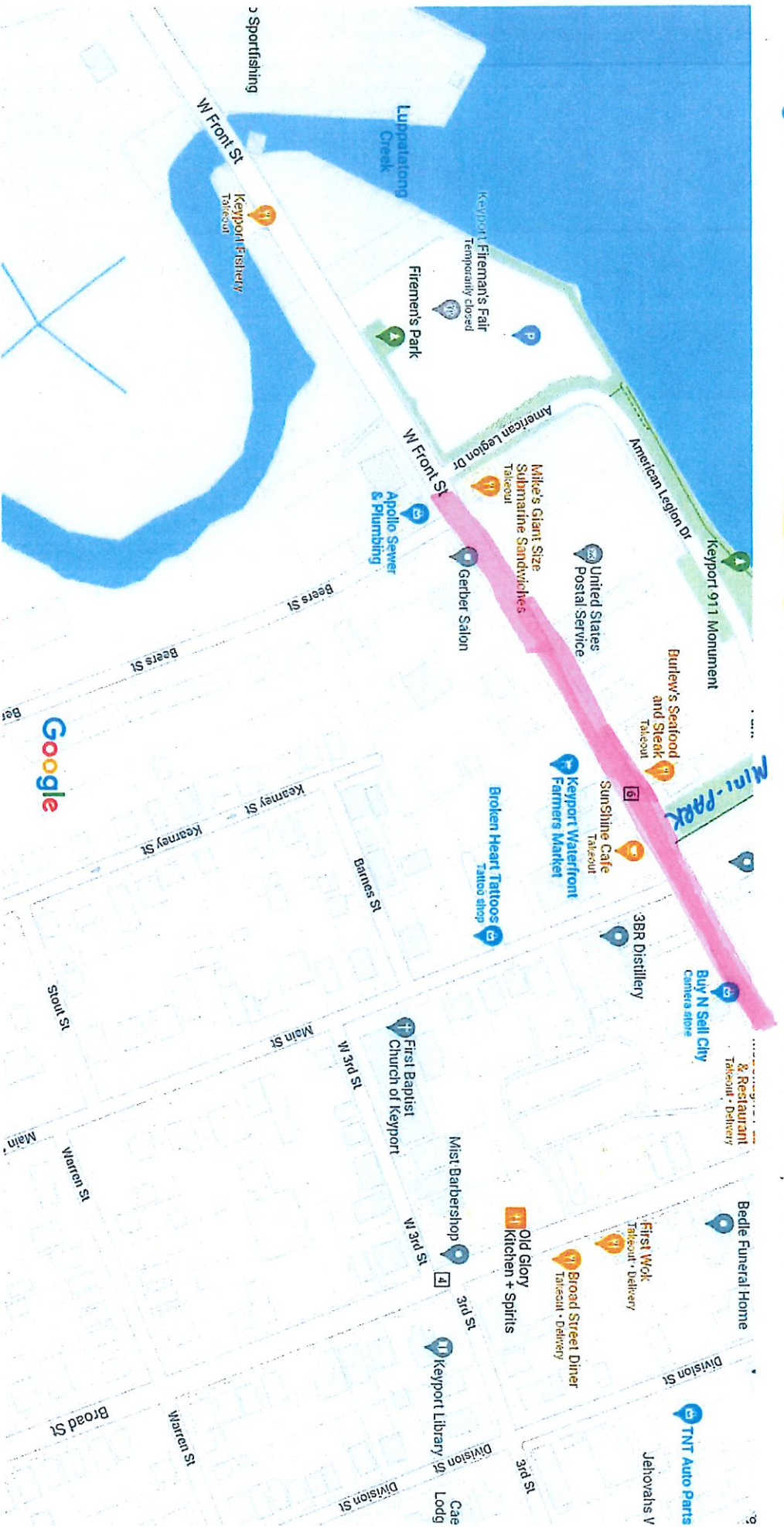
I, the undersigned, agree to floor rules and regulations stated above. I understand that the public has access to any public Borough Park. The Public can only be requested to stay clear of the immediate area of the event.


Signature


Date

Please return completed application/permit to:

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



NOTE: Will have KF D event Mr. + Mrs Santa Claus on
 Steigh in line up past traditions; travelling from 5th
 to W Front St ending @ Mini park.
 Nov. 27th day of event

Comm#3



Borough of Keyport
70 West Front Street
Keyport NJ 07735

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

APPLICATION & PERMIT FOR USE OF BOROUGH PROPERTY

Date Received 10.27.2021 Date of Response _____

Property requested Use of up to 27 black lamppost throughout Keyport business area are garland & light holiday; taken down 1/22

Organization Name/Purpose Keyport Bayfront Business Cooperative

Name Ann Boyce / Delia Sosa McDermott

Address 70 West Front Street

Telephone Number: 8482186699/7324973708 Fax Number _____

Email Address: annboyce12@gmail.com/dmcdermott@keyportonline.com

Type of Event In preparation of KBBC Holiday Tree Lighting Event

Date of Event November 27, 2021 Time of Event 5 pm - 9:30 pm ET

No of People Attending up to 27 lampposts plus

Fee Schedule

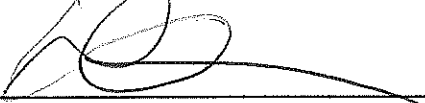
Borough Property	Minimum 3 Hours	Additional Per Hour
Senior Center	\$23.00	\$5.75
Borough Hall Council Room	\$23.00	\$5.75
OTHER		
Waterfront Pavilion/Promenade	\$100.00	
Pictures at Pavilion/Promenade	\$100.00	
Beach Park	\$100.00	

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

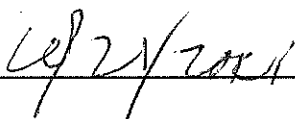
PLEASE READ THE FOLLOWING REGULATIONS PERTAINING TO EVENTS

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

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



Signature



Date

Please return completed application/permit to:

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

Michele Clark

From: ABCDoNotReply@njoag.gov
Sent: Monday, October 25, 2021 3:02 PM
To: mclark@keyportonline.com
Subject: NJ ABC - Permit Application for an event in your municipality.
Attachments: FLOORPLAN.pdf



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

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

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

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

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

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

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

This notification is being sent to the following email addresses:

- cstrauss@fatimakeyport.org

- mclark@keyportonline.com

Permit Type:	Social Affair
File Number:	478474
Permittee:	OUR LADY OF FATIMA PARISH
License Number:	N/A
Mailing Address:	376 MAPLE PLACE KEYPORT, NJ 07735 USA
Physical Address:	
Contact:	CATHY STRAUSS 

Applicant Email: cstrauss@fatimakeyport.org

Additional Permit Information

County:	13 - MONMOUTH COUNTY
Municipality:	22 - KEYPORT BOROUGH

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

Location

Location Description:
our lady of fatima parish

Address:
376 MAPLE PLACE
KEYPORT, NJ 07735
USA

Event Details

What is the specific event being held?
christmas party

Event Dates

Dec 04, 2021 from 5:00 PM to 9:00 PM

Application Questions

Question 1:

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

Response:

CATHERIN STRAUSS [REDACTED]

Question 2:

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

Response:

NO

Question 3:

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

Yes / No Response:

Yes

Question 4:

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

Yes / No Response:

Yes

Question 5:

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

Yes / No Response:

No

Question 6:

For what purpose is the premise normally used for?

Response:

CHURCH AND FELLOWSHIP

Question 7:

Does the premise conduct mercantile business?

Yes / No Response:

No

Question 8:

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

Response:

PURCHASING TICKETS ONCE id IS CHECKED

Question 9:

Who is the recipient of the proceeds?

Response:

OUR LADY OF FATIMA PARISH

Question 10:

Will you be dispensing Wine?

Yes / No Response: Yes

Response: What is the cup size?
6OZ

Question 11: Will you be dispensing Malt Alcoholic Beverages(Beer)?

Yes / No Response: Yes

Response: What is the cup size?
12OZ

Question 12: Will you be dispensing Distilled Spirits?

Yes / No Response: No

Question 13: How is the alcohol being obtained? Is it being donated or are you purchasing? Please explain:

Response: OUR LADY OF FATIMA PARISH WILL BE PURCHASING

Question 14: Who will be pouring the alcoholic beverages at the event?

Response: CATHERINE STRAUSS

Question 15: How many people are expected to attend the event on a daily basis?

Response: 100

Question 16: What is the approximate age group of the attendees?

Response: 24-60

Question 17: Will persons under the legal age to consume alcohol be in attendance?

Response: YES

Question 18: Explain in DETAIL the security plans for the event. The plans should include the number of people checking for ID's, plans to prevent pass-offs to minors, the type of security at the event, the limit of alcoholic beverages per transaction, and any other relevant information pertaining to the event.

Response: OUR LADY OF FATIMA IS HOLDING A CHRISTMAS GATHERING FOR THIER PARISHNORS

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

Yes / No Response: No

Question 20: By selecting yes, you understand that gambling, mock gambling and gambling paraphernalia are not permitted on

the premise licensed by the Special Permit unless otherwise approved by the Legalized Games of Chance Control Commission. Contact the Commission at (973) 273-8000

Yes / No Response:

Yes

Question 21:

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

Yes / No Response:

No

Question 22:

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

Yes / No Response:

Yes

Question 23:

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

Yes / No Response:

Yes

Question 24:

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

Response:

CATHERINE STRAUSS PASTORAL ASST. [REDACTED]
CSTRAUSS@FATIMAKEYPORT.ORG

Question 25:

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

Response:

376 MAPLE PLACE KEYPORT NEW JERSEY 07735

Documents

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

Document Type	File Name	Upload Date
Site Plan/Sketch of Premise	FLOORPLAN.pdf	Oct 25, 2021

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

1) If you identified in question two (2) above that the event will be held on property or at a premises which is either owned by or under the control of a County or State entity, you are required to obtain the Endorsements of the Chief Law Enforcement Officer and Chief Administrative Official with jurisdiction over the property on which the event is to be held.

2) This notification and all documents identified above must be submitted to the appropriate officials;

3) If the Chief Law Enforcement Officer or Chief Administrative Official objects to the application or seeks to impose Special Conditions on the requested permit, they shall provide, in writing, the reason(s) for the objections or Special Conditions.

4) The Endorsements required herein must be returned to the Division via email (NJABCPermits@njoag.gov) by no later than five business days prior to the date of the event. Counterparts of the Endorsements may be submitted, provided that both Endorsements are received by the Division no later than five business days prior to the date of the event.

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

CERTIFICATION OF CHIEF ADMINISTRATIVE OFFICIAL AND CHIEF LAW ENFORCEMENT OFFICER:

I hereby certify that:

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

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

Print Name: _____ Title: _____

Chief Administrative Official

Signature: _____ Date: _____

Name of State or County Entity: _____

Contact Phone: _____

Email Address: _____

Print Name: _____ Title: _____

Chief Law Enforcement Officer

Signature: _____ Date: _____

Name of State or County Entity: _____

Contact Phone: _____

Email Address: _____

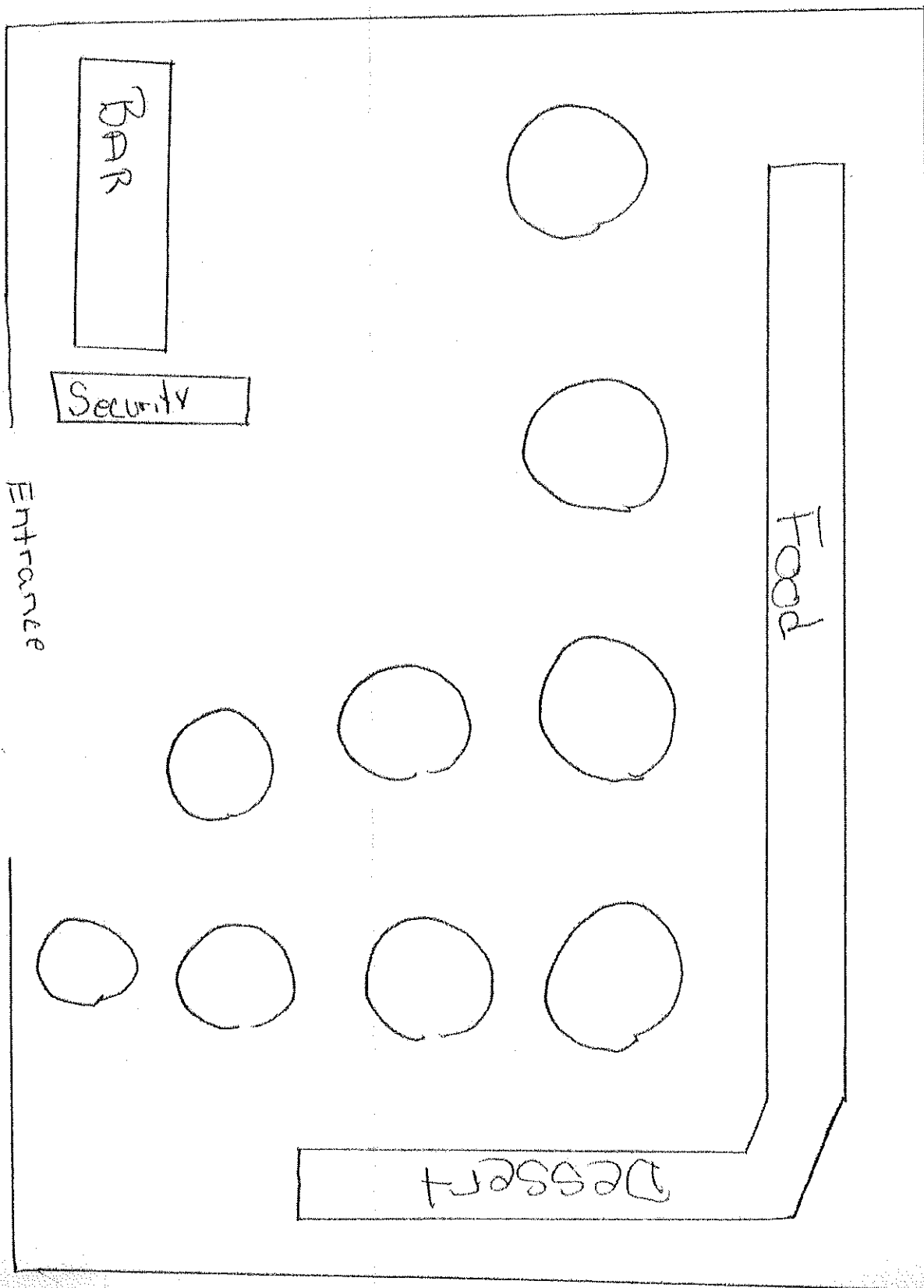
If there are any questions regarding the Certification section above, please contact the Division at 609-984-2830 and request to speak with a representative of the Permit Unit.

Thank you,

NJABC Permit Unit

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

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



KEYPORT BOROUGH CLERK'S OFFICE

DATE: 11/1/2021
 TO: MAYOR & COUNCIL
 FROM: MICHELE CLARK, BOROUGH CLERK
 RE: CASH RECEIPTS FOR OCTOBER 2021

WATER/SEWER ACCOUNT

OTHER: DEMOLITION		0.00
TOTAL WATER/SEWER	\$	0.00

CURRENT ACCOUNT

BINGO LICENSE	\$	0.00
LIMO LICENSES		0.00
PHOTOCOPIES		0.00
POSTAGE		0.56
RAFFLE LICENSE		0.00
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		0.00
RECYCLING PERMITS		40.00
PARKING PERMITS		50.00
AUCTION FEES		0.00
PD- ACC RPTS		0.00
SIDEWALK/STREET CAFÉ		0.00
FILM PERMIT APPLICATION		500.00
OTHER: RETURNED CHECK CHARGE		20.00
NSF FEE		0.00
SUBPOENA		0.00
TOTAL CURRENT		\$610.56

ESCROW ACCOUNT

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

TOTAL RECEIPTS	\$610.56
-----------------------	-----------------

KEYPORT BOROUGH CLERK'S OFFICE

DATE: 11/1/2021
 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	NOTES
RA27-21	OFF-PREMISE 50/50 CASH RAFFLE	NO PAW LEFT BEHIND ANIMAL RESCUE INC	30 W. FRONT ST	229-5-42953	4/3/2022	3PM	CHANGED FROM 12/11/21 AT 2PM TO 4/3/22 AT 3PM

REPORT #2

TAX COLLECTORS / UTILITY COLLECTOR'S MONTHLY REPORT 2021

TREASURERS REPORT	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT.	OCT.	NOVEMBER	DECEMBER	TOTALS
2022 TAXES	\$997,361.78	\$3,665,006.08	\$289,626.63	\$1,383,860.62	\$3,161,048.53	\$1,327,293.21	\$12,109.92	\$60,442.94	\$13,605.93	\$9,307.66	\$55,466.45		\$55,466.45
2021 TAXES	\$72,870.07	\$48,823.13	\$21,969.45	\$20,773.54	\$93,162.84	\$24,088.00	\$210,120.85	\$4,980,301.76	\$284,225.96	\$1,345,669.86	\$18,414,425.18		\$18,414,425.18
2019 AND PREVIOUS YEARS TAXES													
INTEREST AND COSTS	\$4,978.12	\$4,272.33	\$6,141.05	\$2,308.10	\$15,405.80	\$5,671.32	\$8,829.75	\$7,510.60	\$19,051.47	\$5,811.24	\$77,979.78		\$77,979.78
5% YEAR END PENALTY	\$1,882.67		\$1,010.07		\$3,842.84				\$3,575.14		\$10,310.72		\$10,310.72
NSF FEES	\$60.00		\$60.00			\$20.00	\$20.00		\$60.00	\$20.00			\$240.00
OFFICIAL TAX SEARCH FEE				\$15,496.25			\$7,997.50		\$25,620.00		\$49,113.75		\$49,113.75
ADMIN. FEES/POLICE VEHICLES				\$13,070.06	\$4,842.00	\$4,107.00	\$20,740.24	\$13,999.42	\$3,531.00	\$21,259.60	\$111,339.32		\$111,339.32
UNIFORM FIRE SAFETY	\$12,569.00	\$12,970.00	\$4,241.00	\$8,280.00	\$22,410.00	\$9,250.00	\$1,680.00	\$4,090.00	\$5,880.00	\$5,520.00	\$58,510.00		\$58,510.00
LAND/ORD REGISTRATION	\$350.00	\$350.00	\$500.00	\$1,000.00	\$1,520.00	\$380.00	\$700.00	\$385.00	\$580.00	\$780.00	\$14,435.00		\$14,435.00
MUNICIPAL PERMIT FEES	\$1,380.00	\$6,416.00	\$2,355.00	\$1,000.00	\$1,520.00	\$380.00	\$15.00	\$258.00	\$52.00	\$21.00	\$33,259.00		\$33,259.00
MUNICIPAL LICENSES FEES	\$803.00	\$279.00	\$283.00	\$1,355.00	\$18,601.00	\$12,814.00	\$7,832.96	\$8,787.16	\$8,686.75	\$7,636.06	\$76,770.33		\$76,770.33
MUNICIPAL COURT FEES	\$5,978.40	\$4,347.10	\$6,059.39	\$8,606.97	\$8,929.40	\$9,926.14	\$23,583.00	\$29,546.00	\$11,652.00	\$15,200.00	\$153,025.00		\$153,025.00
UNIFORM CONSTRUCTION FEES	\$10,769.00	\$13,987.00	\$9,050.00	\$13,070.00	\$9,625.00	\$16,173.00	\$23,583.00	\$29,546.00	\$11,652.00	\$15,200.00	\$16,897.50		\$16,897.50
INRA - UCC	\$736.00	\$1,940.00	\$1,455.00	\$1,150.00	\$2,029.50	\$3,065.00	\$1,473.00	\$1,865.00	\$1,403.00	\$1,982.00	\$3,750.00		\$3,750.00
PLANNING BOARD APPLICATION			\$1,025.00	\$575.00	\$50.00	\$450.00		\$1,100.00	\$390.00	\$200.00			\$79,000.00
VACANT PROPERTY REGISTRATION FEES	\$3,500.00	\$75,000.00				\$350.00					\$350.00		\$350.00
PROPERTY MAINTENANCE FEES													
HEALTH INSURANCE CO-PAY	\$14,045.74	\$9,546.64	\$9,531.40	\$9,563.31	\$9,596.22	\$9,502.88	\$14,512.53	\$9,934.04	\$10,154.96	\$10,154.96	\$106,541.68		\$106,541.68
WORKERS COMPENSATION								\$2,500.00			\$0.00		\$0.00
REINB. POLICE/FIRE/DEM CAR ACCDNTS													
BETHANY MANOR (PILOT)	\$36,650.00	\$19,370.00	\$19,370.00	\$19,370.00	\$38,740.00	\$19,370.00	\$19,370.00	\$19,370.00	\$19,370.00	\$19,370.00	\$229,350.00		\$229,350.00
OYSTER BAY LEGION (PILOT)	\$19,333.88	\$475.00	\$355.00	\$25.00	\$290.00		\$525.00			\$16,060.35	\$2,500.00		\$2,500.00
POLICE INCIDENT REPORTS	\$245.00	\$235.00	\$245.00	\$175.00	\$245.00	\$140.00	\$140.00	\$210.00	\$245.00	\$105.00	\$1,985.00		\$1,985.00
POLICE TOWSTORE - IMPRIS	\$1,650.00										\$1,650.00		\$1,650.00
POST OFFICE LAND RENT													
OUTDOOR MEDIA													
BIRTHDEATH/MARRIAGE - BOH FEES	\$1,160.00	\$1,580.00	\$1,840.00	\$2,210.00	\$1,930.00	\$9,740.53	\$1,440.00	\$2,530.00	\$2,460.00	\$1,620.00	\$18,200.00		\$18,200.00
RECREATION FEES					\$50.00	\$3,300.00	\$675.00	\$3,428.17	\$1,990.00	\$5,215.00	\$401.38		\$401.38
DIV INSPECTION FEES		\$401.38	\$600.00		\$750.00			\$1,400.00	\$400.00	\$677.20	\$6,361.57		\$6,361.57
CEDAR PARK FEES					\$420.00						\$5,490.00		\$5,490.00
RECYCLE - METAL / TIRES		\$157.20				\$6,361.57			\$1,829.98		\$52,466.00		\$52,466.00
ALCOHOL ED. AND REHAB GRANT		\$1,830.01				\$1,830.01					\$1,789.04		\$1,789.04
MUNICIPAL DRUG ALLIANCE GRANT				\$32,486.00							\$14,986.21		\$14,986.21
OFFICE ON AGING GRANT											\$7,500.00		\$7,500.00
BODY ARMOUR GRANT											\$8,100.00		\$8,100.00
CLEAN COMMUNITIES GRANT											\$5,700.57		\$5,700.57
DISTRACTED DRIVING GRANT											\$112,500.00		\$112,500.00
SWI SAT PATROL GRANT											\$207,470.00		\$207,470.00
RECYCLING TONAGE GRANT											\$365,136.25		\$365,136.25
SUSTAINABLE JERSEY GRANT											\$101,000.00		\$101,000.00
NPP GRANT/COVID 19 GRANT											\$30,311.00		\$30,311.00
AMERICAN RESCUE PLAN											\$38,421.19		\$38,421.19
MON ONTY OPEN SP-VETERANS PARK											\$360.00		\$360.00
CABLEVISION FEES		\$90,311.00									\$900.00		\$900.00
VERIZON FIOS FEES	\$38,421.19										\$0.00		\$0.00
SENIOR CENTER TRIP MONEY											\$0.00		\$0.00
SENIOR CENTER MEMBER FEES	\$50.00		\$50.00	\$50.00			\$160.00	\$200.00	\$250.00	\$150.00	\$900.00		\$900.00
SENIOR CENTER TRIP SURCHARGE											\$0.00		\$0.00
SENIOR CENTER REQUEST											\$47,995.65		\$47,995.65
INTERFUND FOR OTHER ACCOUNTS	\$204.00		\$54.00	\$720.00		\$27.00		\$27.00	\$64.00	\$5,813.39	\$1,012.50		\$1,012.50
JIF DIVIDEND											\$108.75		\$108.75
CMPTRA - STATE AID											\$631,144.80		\$631,144.80
FALL ENERGY RCPTS - STATE AID											\$12,076.00		\$12,076.00
SPRING ENERGY RCPTS - STATE AID							\$12,076.00				\$3,973.00		\$3,973.00
LIBRARY STATE AID											\$245.00		\$245.00
SNR CIVET DEDUCT REIMBURSANT						\$246.00					\$202,683.40		\$202,683.40
SAV ADMIN FEE / HOMESTEAD ADMIN FEE	\$134.00					\$202,683.40					\$6,000.00		\$6,000.00
HOMESTEAD REBATE - STATE PAYMENT											\$41,000.00		\$41,000.00
UNION BEACH INTERLOCAL FEES											\$0.00		\$0.00
INTERFUND POLICE IN SCHOOLS											\$0.00		\$0.00
POLING LOCATION RENTS											\$0.00		\$0.00
SALE OF MUNICIPAL ASSETS											\$0.00		\$0.00
MUNICIPAL LIEN REDEMPTION FEES	\$81,766.68										\$81,766.68		\$81,766.68
COUNTY REIMBURSEMENT - COVID19	\$134.00	\$169.00	\$2,877.51	\$616.88	\$501.40	\$325.00	\$27.35	\$725.00	\$104.15	\$1,667.55	\$7,148.84		\$7,148.84
MISCELLANEOUS REVENUE	\$134.00	\$169.00	\$2,877.51	\$616.88	\$501.40	\$325.00	\$27.35	\$725.00	\$104.15	\$1,667.55	\$7,148.84		\$7,148.84
TOTAL CURRENT RECEIPTS	\$1,306,099.53	\$3,926,444.87	\$366,038.11	\$1,553,910.63	\$3,383,988.33	\$572,346.07	\$762,454.47	\$5,501,611.89	\$777,221.06	\$1,809,514.40	\$0.00	\$0.00	\$19,956,392.36

TAX COLLECTORS / UTILITY COLLECTORS MONTHLY REPORT 2021

TREASURERS 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	\$312,963.15	\$395,308.84			\$2,683,648.15
INTEREST AND COSTS	\$824.25	\$819.19	\$733.46	\$1,105.45	\$1,372.73	\$987.85	\$704.06	\$727.92	\$653.56	\$729.19			\$8,637.66
WATER CONNECTION FEES			\$1,830.00	\$1,830.00									\$3,660.00
SEWER CONNECTION FEES			\$1,292.00	\$1,292.00									\$2,584.00
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													\$380.00
HYDRANT SERVICE FEES	\$62.50		\$112.50	\$37.50			\$225.00		\$340.00	\$40.00			\$800.00
FIRE SERVICE FEES	\$250.00		\$450.00	\$150.00			\$4,700.00		\$100.00	\$62.50			\$10,300.00
MANUAL METER READ FEE	\$396.92	\$300.65	\$200.00	\$300.00			\$300.00		\$400.00	\$250.00			\$2,037.57
NSF FEES	\$40.00				\$20.00		\$20.00		\$20.00	\$20.00			\$120.00
METER TEST FEE									\$20.00	\$89.20			\$89.20
REINSTALL METER FEES									\$100.00				\$100.00
DEMOS PERMITS													\$0.00
TMOBILE CELL TOWER LEASE	\$5,857.17	\$5,857.17	\$11,714.34		\$5,857.17	\$15,446.76		\$9,589.59	\$19,179.18				\$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	\$3,750.00			\$37,500.00
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	\$77,347.61	\$406,882.79	\$356,293.02	\$66,882.19	\$327,492.00	\$391,753.43	\$67,071.06	\$341,355.89	\$400,549.73	\$0.00	\$0.00	\$2,884,716.49

TREASURERS REPORT FOR THE MONTH OF OCTOBER 2021

<u>TOTAL COLLECTED IN THE BOARD OF HEALTH OFFICE.....</u>	<u>\$1207.20</u>
DOG LICENSES.....	\$11.20
CAT LICENSES.....	\$-0-
MARRIAGE & CIVIL UNION LICENSES.....	\$21.00
MARRIAGE & CIVIL UNION LICENSES TRUST.....	\$175.00
DOMESTIC PARTNERSHIP AFFIDAVITS.....	\$-0-
BURIAL PERMITS TRUST.....	\$-0-
DEATH CERTIFICATES.....	\$-0-
DEATH CERTIFICATES EFT**	\$750.00
MARRIAGE CERTIFICATES.....	\$150.00
BIRTH CERTIFICATES.....	\$-0-
TATTOO PARLOR.....	\$-0-
PLAN REVIEW.....	\$-0-
FOOD HANDLERS.....	\$100.00
MISCELLANEOUS.....	\$-0-

DISBURSEMENTS –

Check #366	- Boro of Keyport Misc. Acct.	- \$271.00
Check #367	- Boro of Keyport Trust Acct.	- \$175.00
Check #368	- Boro of Keyport Dog Acct.	- \$7.00
Check #369	- NJ State Dept. of Health	- \$4.20

****STATE ELECTRONIC FUNDS TRANSFER-\$750.00**

Treasurers Report
Page Two

Respectfully submitted,

Board of Health Secretary

Cc: Borough Clerk
Treasurer w/checks

BUILDING DEPARTMENT
MONTHLY REPORT - CASH RECEIPTS FOR:

PERMIT TYPE	# ISSUED	AMOUNT
State DCA Fee	32	\$526.00
Construction Certificates	1	\$50.00
Plumbing	14	\$1,070.00
Electrical	21	\$1,950.00
Building	13	\$4,575.00
Fire Sub Code	5	\$300.00
Code Enforcement C of O	52	\$4,160.00
Transfer of Title C of O	15	\$525.00
Smoke Detector Inspection	51	\$2,553.00
Zoning	10	\$642.00
Soil Transfer	0	\$0.00
200 Ft. Property List	4	\$40.00
Fence	2	\$100.00
Shed	2	\$100.00
Flatwork	0	\$0.00
Const. Debris Deposit	10	\$300.00
Construction Violations	0	\$0.00
NSF	1	\$20.00
Backflow Preventor	0	\$0.00
TOTALS	233	\$16,911.00
TRC	0	\$0.00
Vacant Property Registration	0	\$0.00
Landlord Registration	25	\$5,520.00
Total		\$22,431.00

ACCOUNTS PAYABLE

Amount Paid to Borough \$16,385.00 Check #
State Fee Due quarterly

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

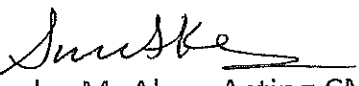
November 8, 2021

Jay Delaney, Borough Administrator
BOROUGH OF KEYPORT

Dear Mr. Delaney,

The Municipal Court met three times in the month of November. There were 158 new cases added and 197 cases disposed of. Enclosed are check #10270 in the amount of \$8,800.58 for all fines collected, check #10271 in the amount of \$1,100.00 for Public Defender fees, and check #10272 in the amount of \$24.00 for POAA fees collected.

Sincerely,


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

REPORT ID: TFC01610-0
RUN DATE: 11/06/2021
RUN TIME: 22:13

NY AUTOMATED TRAFFIC SYSTEM
AOC REPORT-TRAFFIC SECTION
KEYPORT BORO MUNICIPAL COURT
FROM 10/01/2021 TO 10/31/2021

PAGE 1

IX. TOTAL CHARGES PENDING-BEGINNING OF MONTH -----
X. CHARGES ADDED
A NEWLY FILED IN THIS M. C. -----
B REMANDED BY COUNTY PROSECUTOR -----
C RECEIVED FROM ALL OTHER COURTS -----
D REINSTATED (PREVIOUSLY DISPOSED) -----
E TOTAL CHARGES ADDED -----
39 = 131 + 27 = 158

XI. CHARGES DISPOSED BY:
A REFERRAL TO COUNTY PROSECUTOR -----
B REFERRAL TO ALL OTHER COURTS -----
C VIOLATIONS BUREAU (R. 7:12-4) -----
D CLOSED PER R. 7:8-9 -----
E ENTRY OF GUILTY PLEA -----
F A FINDING OF GUILTY AFTER TRIAL -----
G A FINDING OF NOT GUILTY AFTER TRIAL -----
H DISMISSAL -----
I OTHER FORMS OF ADJUDICATION -----
J TOTAL CHARGES DISPOSED -----
37 = 174 + 23 = 197
* = 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) -----
2 WARRANT ISSUED -----
B FOR 61 DAYS OR LONGER: -----
1 OPEN, ACTIVE (WARRANT NOT ISSUED) -----
2 WARRANT ISSUED -----
C TOTAL CHARGES PENDING - END OF MONTH -----

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

XIV. DEFENDANTS SENTENCED AND COMMITTED TO JAIL -----
XV. MONIES ASSESSED OR FORFEITED:
(VIOLATIONS BUREAU AND OPEN COURT)
A TOTAL FINES, PENALTIES, AND SURCHARGES -----
B TOTAL COURT COSTS IMPOSED -----
C TOTAL CASH BAIL FORFEITURES (- REINSTATEMENTS)
(PK INCLUDED IN ALL OTHER) -----

XVI. DISTRIBUTION OF MONIES
A GENERAL CASH BOOK -----
B BAIL BOOK -----
ATC 670.00
DE 0.00
SV 30.00
SN 339.32
WB 0.00
VCCB 0.00
DMV 1468.92
COUNTY 3837.50
MUNICIPAL 8800.58
OTHER 50.00
TOTAL 16,518.32

REPORT ID: TRC01610-0
RUN DATE: 11/06/2021
RUN TIME: 22:13

NOT AUTOMATED TRAFFIC SYSTEM
AOC REPORT-TRAFFIC SECTION
KEYPORT BORO MUNICIPAL COURT
FROM 10/01/2021 TO 10/31/2021

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: CMCL610
RUN DATE : 11/06/2021
RUN TIME : 16:08

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

(FROM 10/01/2021 TO 10/31/2021)

INDICTABLE
OFFENSES

D.P. & P.D.P.
OFFENSES

ALL OTHER
NON-TRAFFIC

PAGE: 1

RUN : MONTHLY

I. TOTAL CHARGES PENDING - BEGINNING OF MONTH	-----			
II. CHARGES ADDED	-----			
A. NEWLY FILED IN THIS MUNICIPAL COURT	-----	3		12
B. REMANDED BY COUNTY PROSECUTOR	-----		7	1
C. RECEIVED FROM ALL OTHER COURTS	-----		1	2
D. REINSTATE (E.G., CD FAILURES)	-----		2	2
E. TOTAL CHARGES ADDED	-----	3	12	12 = 27
III. CHARGES DISPOSED BY	-----			
A. REFERRAL TO COUNTY PROSECUTOR	-----	3	2	
B. REFERRAL TO ALL OTHER COURTS	-----		2	
C. VIOLATIONS BUREAU (R. 7:7)	-----		1	8
D. ENTRY OF GUILTY PLEA	-----			
E. A FINDING OF GUILTY AFTER TRIAL	-----			
F. A FINDING OF NOT GUILTY AFTER TRIAL	-----		3	3
G. DISMISSAL	-----		1	
H. PLACEMENT IN A DIVERSIONARY PROGRAM	-----			
I. CLOSED PER R. 7:8-9	-----		9	
J. TOTAL CHARGES DISPOSED	-----	3	9	11 = 23
IV. TOTAL CHARGES PENDING END OF MONTH (BY AGE FROM DATE OF COMPLAINT) -----				
A. FROM 0 TO 60 DAYS	-----		14	14
1. OPEN, ACTIVE (NON-FUGITIVE)	-----		65	118
2. OPEN, WARRANT ISSUED (FUGITIVE)	-----		79	64
B. FOR 61 DAYS OR LONGER	-----		127	83
1. OPEN, ACTIVE (NON-FUGITIVE)	-----		285	279
2. OPEN, WARRANT ISSUED (FUGITIVE)	-----			
C. TOTAL CHARGES PENDING - END OF MONTH	-----			
V. SENTENCES IMPOSED ON EACH CHARGE	-----			
A. JAIL SENTENCE	-----			
B. CONDITIONAL DISCHARGE	-----			
C. REVOCATION/SUSPENSION OF MV LICENSE	-----			
D. PROBATION (R. 3:21-7)	-----			
E. COMMUNITY SERVICE	-----		2	8
F. FINE IMPOSED	-----		1	
G. CONDITIONAL DISMISSAL	-----			
VI. DEFENDANTS SENTENCED AND COMMITTED TO JAIL	-----			
VII. COMPLAINTS AND NOTICES FILED	-----			
A. NUMBER OF COMPLAINTS SUMMONES (CDR-1)	-----	1	4	
B. NUMBER OF COMPLAINTS WARRANTS (CDR-2)	-----	2		
C. NOTICE IN LIEU OF	-----			
VIII. MONIES ASSESSED OR FORFEITED (VIOLATIONS BUREAU AND OPEN COURT)	-----			
A. TOTAL FINES IMPOSED	-----		735.00	1245.00
B. TOTAL VCB PENALTIES ASSESSED	-----		100.00	.00
C. TOTAL COURT COST IMPOSED	-----		45.00	224.00
D. TOTAL CASH BAIL FORFEITURES	-----		100.00	.00

Keyport Parking Advisory Committee

August & September Report

Andrew Kelsey, Chair

Lori Ann Davidson, Council Member

Rose Araneo, Resident

Kathleen McNamara, Council Member

Ron Peperoni, Resident

Christopher Matey, Business Owner

- Parking survey continues.
- Met with Nicole Henn, NPP Coordinator, to discuss projects related to parking in Downtown Keyport.
- Attempted to launch online parking survey.
- Began parking data analysis. Over 11,000 parked vehicles counted.
- Committee met twice to discuss ongoing operations.
- Standing committee meeting established for the second Tuesday of the month at 8pm.