

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

CALL TO ORDER: PM

SUNSHINE LAW NOTICE:

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

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

PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

PUBLIC COMMENT PORTION

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

Opened:

Closed:

MAYOR'S UPDATES

CONSENT AGENDA

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

- R238(a)-21 Appointing the Borough Administrator to Serve as Deputy Borough Clerk
- R209-21 Resolution of the Mayor and Council of the Borough of Keyport Accepting a Donation of Mosaic Bench Sculptures from the Arts Society of Keyport *(tabled at 10/5/21 meeting)*
- R227-21 Approving the Corrective Action Plan for the 2020 Municipal Audit *(tabled at 11/9/21 meeting)*
- R238-21 Payment of Bills for the November 5, 2021 Bills List
- R239-21 Payment of Bills for the November 19, 2021 Bills List
- R240-21 Payment of Bills for the December 3, 2021 Bills List
- R241-21 Payment of Bills for the December 7, 2021 Bills List
- R242-21 Resolution of the Borough of Keyport, County of Monmouth, New Jersey, Reinstating the Designation of Mariner's Village at Keyport Urban Renewal, LLC as Redeveloper with Respect to the Property Commonly Known as Block 20, Lots 1, 2, 3, 5, 6, 6.01, and 7 on the Tax Map of the Borough of Keyport
- R243-21 Authorizing and Approving the Person-to-Person Transfer of Plenary Retail Consumption License from Uptown Keyport Bar & Grill, LLC to 32 Broad Street Bar, LLC
- R244-21 Approving the Borough of Keyport, County of Monmouth, New Jersey, Emergency Operations Plan

- R245-21 Authorizing the Execution of the 2022 Grant Agreement Number 13-067 with Monmouth County for the Provision of Social Services by the Keyport Senior Center to Senior Citizens
- R246-21 Supporting the Drive Sober or Get Pulled Over 2021 Year End Holiday Crackdown
- R247-21 Requesting Approval of Items of Revenue and Appropriation – N.J.S.A. 40A:4-87 2021 Drive Sober or Get Pulled Over Holiday Crackdown
- R248-21 Resolution of the Borough of Keyport, County of Monmouth, New Jersey, Authorizing Certain Transfers of Appropriations Pursuant to N.J.S.A. 40A:4-58
- R249-21 Authorizing Sick Day Buy Back for Non-Union Employees
- R250-21 Authorizing the Hiring of a Class II Special Law Enforcement Officer (SLEO II) – Kelly Plath
- R251-21 Resolution Determining the Form and Other Details of Not to Exceed \$7,165,000 General Obligation Bonds, Consisting of a \$6,115,000 General Obligation Bond and a \$1,050,000 General Obligation Refunding Bond, of the Borough of Keyport, and Providing for the Sale Thereof to the Monmouth County Improvement Authority

APPROVAL OF RESOLUTIONS

Motion on the Consent Agenda

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

INTRODUCTION OF ORDINANCES

1. Ordinance – Deputy Recycling Coordinator

The Clerk reads the Ordinance by Title:

ORDINANCE OF THE BOROUGH OF KEYPORT, COUNTY OF MONMOUTH, NEW JERSEY, AMENDING CHAPTER 16 OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF KEYPORT ENTITLED “STREETS, SIDEWALKS, AND SANITATION” AT SECTION 16-6 (MANDATORY SEPARATION OF RECYCLABLE MATERIALS FOR COLLECTION AND RECYCLING)

1a. Motion to introduce:

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

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

MM: 2nd: Ayes: Nays:

COMMUNICATIONS BY CONSENT

(For Approval)

- 1. Application for Use of Borough Property from Gabriella Conditto for a wedding ceremony at Waterfront Park Pavilion to be held Friday, December 10, 2021 at 6PM

2. Application for Use of Borough Property from Alexandra Yanosh and Gwen Heffron, Friends of the Library, to decorate the Library for the holidays on December 12, 2021 from 10AM to 12PM.
3. Application for Use of Borough Property from Patrick Trischitta, Freedom from Religion Foundation, to place a Winter Solstice/Bill of Rights Display in the Mini-Park through December 31, 2021. Certificate of Insurance provided.
4. Application for Membership in Eagle Hose Company from Jayden Graham (subject to State approval) and notification that at the October 11, 2021 meeting the membership accepted the resignation of Walter Schaub as an active member.
5. Application for Membership in Fire Patrol Company from Frank Trykowski (subject to State approval) and notification that at the November 9, 2021 meeting the membership accepted the resignation of Joseph Konish as an active member.
6. Application for Membership in Fire Patrol Company from Craig Trykowski (subject to State approval) and notification that at the November 9, 2021 meeting the membership accepted no resignation of an active member.

(To Receive and File)

7. Email dated November 21, 2021 from Christine Matarese advising of her resignation from the Recreation Committee.

APPROVAL and/or RECEIPT AND FILE OF COMMUNICATIONS

Motion on Communications by Consent

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

APPROVAL OF MINUTES

November 9, 2021 Regular Meeting

MM: 2nd: Ayes: Nays:

NEW BUSINESS

UNFINISHED BUSINESS

1. 2022 Reorganization Meeting
2. Flood Damage Prevention Ordinance
3. Harbor Commission Bylaws

ATTORNEY'S REPORT

PUBLIC COMMENT PORTION

The Meeting is opened to the public for comments or questions.

Please limit comments to no more than five minutes per person.

Opened:

Close:

MM:

2nd:

Ayes:

Nays:

CLOSED SESSION

R252-21 Closed Session Resolution

- Contract Negotiations

ADJOURNMENT

Motion to Adjourn moved by:

2nd:

Time of Adjournment:

PM

RESOLUTION #__-21**APPOINTING THE BOROUGH ADMINISTRATOR TO SERVE
AS DEPUTY BOROUGH CLERK**

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, N.J.S.A. 40A:9-135 provides for the establishment of the position of Deputy Municipal Clerk to perform the functions and duties of the Municipal Clerk during the absence or disability of the Municipal Clerk; and

WHEREAS, the position of Deputy Borough Clerk has been established as provided in section 2-3.3 of the Revised General Ordinances of the Borough of Keyport; and

WHEREAS, the Mayor has nominated Borough Administrator Jay Delaney to temporarily serve as Deputy Borough Clerk until December 31, 2021.

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 Council hereby confirms the appointment of Borough Administrator Jay Delaney to temporarily serve as Deputy Borough Clerk until December 31, 2021.
3. Borough Administrator Jay Delaney shall receive no additional compensation to serve in the temporary position of Deputy Borough Clerk.
4. The Deputy Borough Clerk shall forward a certified copy of this resolution to Borough Clerk Michele Clark.

OFFERED:

SECONDED:

AYES:

NAYS:

ABSENT:

I, Jay Delaney, Deputy 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 December 7, 2021.

Jay Delaney, Deputy Borough Clerk

220921
(TABLED AT 10/5/21)
MEETING

RESOLUTION #209-21

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE
BOROUGH OF KEYPORT ACCEPTING A DONATION OF
MOSAIC BENCH SCULPTURES FROM THE ARTS
SOCIETY OF KEYPORT**

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

WHEREAS, the Arts Society of Keyport ("**ASK**") has offered to donate the three (3) mosaic bench sculptures along the Borough's Waterfront Park (the "**Sculptures**") to the Borough; and

WHEREAS, *N.J.S.A.* 40:12-29 authorizes municipalities to accept donations for parks and recreation areas; and

WHEREAS, the Borough desires to accept such a donation from ASK; and

WHEREAS, the Borough has agreed to assume full responsibility for maintenance, repairs, and insurance of the Sculptures as set forth in the attached Donation Agreement; and

WHEREAS, the Borough of Keyport expresses its thanks and appreciation for the generosity of ASK.

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

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Borough hereby accepts the donation of the Sculptures from ASK. The Sculptures shall be insured under the Borough's municipal insurance policy, and maintenance and repair obligations shall be fully assumed by the Borough.
3. The Mayor of the Borough and the Borough Administrator are hereby authorized to execute the Donation Agreement and any other documents necessary to effectuate the Borough's acceptance of the donation.
4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
5. A copy of this Resolution shall be available for public inspection at the offices of the Borough Clerk.
6. This Resolution shall take effect as provided by law.

OFFERED:
SECONDED:
AYES:
NAYS:
ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of December 7, 2021.

Michele Clark, RMC
Borough Clerk

DONATION AGREEMENT

Donation of the Three (3) Mosaic Bench Sculptures Along the Borough of Keyport's Waterfront Park

This Donation Agreement (the "**Agreement**") is entered into as of this ____ day of December, 2021 (the "**Effective Date**") by and between the Borough of Keyport, 70 West Front Street, Keyport, New Jersey, 07735 (the "**Borough**") and the Arts Society of Keyport, P.O. Box 206, Keyport, New Jersey, 07735 ("**ASK**") (the Borough and ASK each individually a "**Party**" and collectively, the "**Parties**").

W I T N E S E T H :

WHEREAS, ASK has offered to donate the three (3) mosaic bench sculptures located along the Borough's Waterfront Park (the "**Sculptures**") to the Borough; and

WHEREAS, *N.J.S.A.* 40:12-29 authorizes municipalities to accept donations for parks and recreation areas; and

WHEREAS, the Borough desires to accept such a donation from ASK; and

WHEREAS, the Borough has agreed to assume full responsibility for maintenance, repairs, and insurance of the Sculptures.

NOW, THEREFORE, for and in consideration of the foregoing recitals and 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. TERM. The term of this Agreement shall extend from the Effective Date throughout the useful life of the Sculptures, with no representations made by the Parties regarding the longevity of either.

2. OBLIGATIONS OF THE PARTIES. The Parties to this Agreement shall abide by the terms of this Agreement in accordance with the following:

- a. ASK agrees to donate the Sculptures to the Borough, and the Borough agrees to accept such donation.
- b. The Borough agrees to assume full responsibility for maintenance and repairs of the Sculptures.
- c. The Borough agrees to insure the Sculptures under its municipal insurance policy.

3. REPRESENTATIONS AND WARRANTIES. Each Party to this Agreement represents and warrants to the other Party that it:

- a. Has full power, authority and legal right to execute and perform this Agreement;
- b. Has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement;
- c. This Agreement constitutes the legal, valid and binding obligations of such Party in accordance with its terms; and
- d. Shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.

4. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral, written or otherwise. This Agreement supersedes any prior written or oral agreements between the parties.

5. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

6. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of State of New Jersey, as well as the pertinent and related ordinances of the Borough of Keyport.

8. COUNTERPARTS. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties intending to be legally bound by the terms and conditions of this Agreement have caused this Agreement to be executed on their behalf by their duly authorized representative as of the date first above written.

ATTEST

BY: _____
Michele Clark, RMC
Borough Clerk

BOROUGH OF KEYPORT

BY: _____
Collette J. Kennedy, Mayor

ATTEST

BY: _____
Name:
Title:

ARTS SOCIETY OF KEYPORT

BY: _____
Name: Michelle Knox
Title: President

R227-21
(TABLED AT 11/9/21)
MEETING

RESOLUTION #227-21

**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 December 7, 2021.

Michele Clark, RMC
Borough Clerk

CORRECTIVE ACTION PLAN – 2020 AUDIT
BOROUGH OF KEYPORT, COUNTY OF MONMOUTH
Revised December 2, 2021

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. Borough employees involved in the purchase of goods and services were advised by the Borough Administrator (copy attached) on November 29, 2021 of the requirement for the submission of a purchase requisitions, and when approved, the issuance of a purchase order, before any order is made for the purchase of all goods and services. This is being followed up with individual review of purchasing process and quotes, proposals, and bidding requirements. Implementation of the electronic purchase requisition system, which will streamline the process, will begin in January 2022 with selected departments and offices, with full implementation to be completed in the second quarter of 2022.

1242-21

RESOLUTION #___-21

**RESOLUTION OF THE BOROUGH OF KEYPORT,
COUNTY OF MONMOUTH, NEW JERSEY,
REINSTATING THE DESIGNATION OF MARINER'S
VILLAGE AT KEYPORT URBAN RENEWAL, LLC AS
REDEVELOPER WITH RESPECT TO THE PROPERTY
COMMONLY KNOWN AS BLOCK 20, LOTS 1, 2, 3, 5, 6,
6.01, AND 7 ON THE TAX MAP OF THE BOROUGH OF
KEYPORT**

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended from time to time (the "**Redevelopment Law**"), provides a process for municipalities, such as the Borough of Keyport (the "**Borough**"), to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, on August 4, 2015, the Borough Council adopted a resolution designating the property commonly known as Brown's Point Marina and identified as Block 20, Lots 5, 6, 6.01, 7 and 9 on the tax map of the Borough as a non-condemnation redevelopment area (the "**Initial Redevelopment Area**") in accordance with the Redevelopment Law; and

WHEREAS, after a re-investigation by the planning board of the Borough (the "**Planning Board**") in accordance with the Redevelopment Law, on April 5, 2016, the Borough adopted a resolution designating the property commonly known as Block 20, Lots 1, 2, and 3 on the tax map of the Borough of Keyport, State of New Jersey, as a non-condemnation redevelopment area (together with the Initial Redevelopment Area, the "**Redevelopment Area**"); and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-7*, on May 16, 2017, the Borough Council adopted Ordinance #3-17 approving and adopting a redevelopment plan for the Redevelopment Area (the "**Redevelopment Plan**"); and

WHEREAS, pursuant to the Redevelopment Law, specifically *N.J.S.A. 40A:12A-4*, the Borough designated Mariner's Village at Keyport Urban Renewal, LLC (the "**Entity**") as the redeveloper of the Redevelopment Area, tasked with the construction of up to 120 residential rental units, an integrated parking facility and associated supporting facilities, amenities and parking, consistent with the Redevelopment Plan (the "**Project**"); and

WHEREAS, by Resolution #175-21, dated July 20, 2021, the Borough rescinded its designation of the Entity as the redeveloper of the Project and rescinded the Borough's approval of a Financial Agreement with the Entity; and

WHEREAS, by Resolution #189(b)-21, dated August 17, 2021, the Borough reinstated the designation of the Entity with respect to Block 20, Lot 9, but maintained the rescission regarding the Borough's Financial Agreement with the Entity; and

WHEREAS, following subsequent discussions with the Entity, the Borough has determined it is in the best interests of the Borough to reinstate the Entity's designation as the redeveloper of the Redevelopment Area with respect to Block 20, Lots 1, 2, 3, 5, 6, 6.01 and 7 and to continue to maintain the rescission regarding the Borough's Financial Agreement; and

WHEREAS, the redevelopment agreement with the Entity dated March 22, 2019 and on file with the Borough Clerk (the "**Redevelopment Agreement**") shall remain in full force and effect except for "Exhibit C Project Schedule" which shall be amended as set forth herein.

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:

Section 1. The foregoing recitals are incorporated as though set forth at length.

Section 2. The Borough Council hereby determines that the Redevelopment Agreement shall remain in full force and effect and reinstates the Entity's designation as the redeveloper of the Redevelopment Area, so as to redevelop the Redevelopment Area in accordance with the terms of the Redevelopment Plan and the Redevelopment Law.

Section 3. "Exhibit C Project Schedule" to the Redevelopment Agreement is amended to read as follows:

"Site Plan Approval	February 28, 2022
Obtain all Other Governmental Approvals and Financing	December 31, 2022
Commence Construction	March 31, 2023
Complete Construction	March 31, 2026

Section 4. The Borough's rescission of the Financial Agreement with the Entity remains unchanged.

Section 5. The Mayor is authorized to take all actions necessary, and to prepare, negotiate and execute any other documents or agreements necessary or required, to effectuate the terms of this Resolution.

Section 6. This Resolution shall take effect immediately.

OFFERED:
SECONDED:
AYES:
NAYS:
ABSENT:

Resolution #__-21
December 7, 2021

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 December 7, 2021.

Michele Clark, RMC
Borough Clerk

RESOLUTION #___-21**AUTHORIZING AND APPROVING THE PERSON TO
PERSON TRANSFER OF PLENARY RETAIL
CONSUMPTION LICENSE FROM UPTOWN KEYPORT
BAR & GRILL, LLC TO 32 BROAD STREET BAR, 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, an application has been filed with the Borough for a Person-to-Person transfer of the Plenary Retail Consumption Liquor License, No. 1322-33-010-007 ("License"), currently held by Uptown Keyport Bar & Grill, LLC ("Seller") to 32 Broad Street Bar, LLC ("Applicant"); and

WHEREAS, the Applicant's submitted application form is complete in all respects, the transfer fees have been paid and the License has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 13 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the License and the licensed business and all additional financing obtained in connection with the licensed business; and

WHEREAS, public notice of this transfer has been published in the Asbury Park Press, a New Jersey publication, in accordance with law on August 28, 2021 and September 4, 2021; and

WHEREAS, tax clearance for this transfer was received in the Borough Clerk's Office on August 30, 2021; and

WHEREAS, no legally valid objections have been received nor made as to why this transfer should not be granted to the Applicant.

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

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Mayor and Council hereby approve the Person-to-Person transfer of the License to the Applicant, effective December 7, 2021.
3. The Borough Clerk is hereby directed to endorse the Applicant's current license certificate as follows: "This license, subject to all of its terms and conditions, is hereby transferred to 32 Broad Street Bar, LLC."
4. This Resolution shall take effect immediately.

Resolution #__-21
December 7, 2021

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 December 7, 2021.

Michele Clark, RMC
Borough Clerk

RESOLUTION #__-21**APPROVING THE BOROUGH OF KEYPORT, COUNTY OF
MONMOUTH, EMERGENCY OPERATIONS PLAN**

WHEREAS, P.L. 1989, c. 222 mandates the development and approval of Emergency Operations Plans for all municipalities, counties and the State; and

WHEREAS, an Emergency Operations Plan will allow the Borough of Keyport (the "**Borough**") in correlation with its Office of Emergency Management to better prepare and manage Borough-wide emergencies; and

WHEREAS, the Borough must submit an Emergency Operations Plan through the County Office of Emergency Management, to the State Office of Emergency Management, for initial review and approval, and will require recertification every four (4) years; and

WHEREAS, the Mayor and Borough Council is in receipt of an Emergency Operations Plan and a request from its Office of Emergency Management for formal adoption; and

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

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Mayor and Council hereby approve and adopt the newly revised Municipal Emergency Operations Plan for the Borough that is maintained on file with the Borough Clerk.
3. The Borough Clerk shall forward a certified true copy of this resolution to the Monmouth County Office of Emergency Management Coordinator.
4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
5. A copy of this Resolution shall be available for public inspection at the offices of the Borough Clerk.
6. This Resolution shall take effect as provided by law.

OFFERED:

SECONDED:

AYES:

NAYS:

ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of December 7, 2021.

Michele Clark, RMC
Borough Clerk

RESOLUTION #___-21

**AUTHORIZING THE EXECUTION OF THE 2022 GRANT
AGREEMENT NUMBER 13-067 WITH MONMOUTH
COUNTY FOR THE PROVISION OF SOCIAL SERVICES
BY THE KEYPORT SENIOR CENTER TO SENIOR
CITIZENS**

WHEREAS, the Borough of Keyport, County of Monmouth (the "**Borough**") through its Senior Center has been approved to receive grant funding of up to \$37,500.00 from the County of Monmouth (the "**County**") for the provisions of social services to senior citizens, which will be administered by the Division of Aging, Disabilities and Veteran Services in the County Department of Human Services (the "**Division**") on behalf of the County for the term of January 1, 2022 through December 31, 2022; and

WHEREAS, the Borough is desirous of accepting those grant funds available from the County so that the Borough Senior Center can continue to provide social services to the elderly residents for information and assistance; physical health screenings and assessments; physical activity programs; education; and socialization and recreation activities to facilitate social contact, reduce isolation and improve life satisfaction of the elderly residents of the Borough; and

WHEREAS, as a condition of receiving the aforementioned grant funding, the County and the Division requires that the Administrator of the Borough execute the 2022 Grant Agreement Number 13-067, attached hereto as Exhibit A; and

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 Borough hereby approves, ratifies and confirms the receipt of the 2022 Grant from the County for senior services for the term January 1, 2022 through December 31, 2022 and authorizes the Business Administrator to execute the 2022 Grant Agreement Number 13-067 and any other necessary documents in connection therewith.
3. The appropriate fiscal officer of the Borough is authorized to accept the funds from the County of Monmouth and make disbursements in accordance with the condition of the grant of said funds to the Borough.

4. This Resolution shall take effect immediately.

OFFERED:
SECONDED:
AYES:
NAYS:
ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of December 7, 2021.

Michele Clark, RMC
Borough Clerk

Resolution #__-21
December 7, 2021

EXHIBIT A

2022 GRANT AGREEMENT NO. 13-067

THIS GRANT AGREEMENT is made this day of , 2021, by and between the County of Monmouth, a body corporate and politic of the State of New Jersey having a mailing address of P. O. Box 1255, Freehold, NJ, 07728 ("the County"), and the **Borough of Keyport**, a corporation of the State of New Jersey, having its principal offices at **70 West Front Street, Keyport, NJ 07735** ("the Agency").

WHEREAS, the County desires to support **social services for senior citizens** for the purposes hereinafter stated; and

WHEREAS, the Agency is an organization providing services in Monmouth County including **social services for senior citizens**.

It is agreed:

1. The Division of **Aging, Disabilities and Veterans Services** ("the Division") in the Monmouth County Department of Human Services shall administer this contract on behalf of the County of Monmouth.

2. The term of this contract shall be from January 1, 2022, through December 31, 2022; and

3. The County agrees to pay the Agency a sum not to exceed **\$37,500.00** as specified in Appendix A, payable upon the timely submission of properly documented and executed vouchers. The Agency shall submit vouchers only after services have been rendered unless otherwise stated in Appendix A.

4. The Agency agrees to perform the services stated in Appendix A.

5. a. In the event federal, state or local funding is discontinued or materially reduced, the County reserves the right to modify or terminate this contract upon written notice to the Agency. This contract is subject to the availability and appropriation of sufficient funds in the year(s) during which it is in effect.

b. If revenue from other funding sources exceeds the amount contained in the approved budget (Appendix B), the funding allocated by the County may be correspondingly reduced.

6. The Agency is required to adhere to the terms of the approved budget as specified in Appendix B. Funds earmarked for a specific purpose or service must be used as stated in the budget and may not be used for any other purpose without the prior written approval of the County or its authorized agent(s). The County reserves the right to demand from the Agency a refund of any funds used in an unauthorized manner

7. The Agency shall submit to the Division a Certificate(s) of Insurance, showing coverage for the acts or omissions of the Agency and its officers, employees, volunteers, and agents in connection with this Agreement, for (a) commercial general liability, with minimum

limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate and (b) workers' compensation and employers' liability insurance of at least \$500,000 per accident, \$500,000 per employee for bodily injury by disease, and \$500,000 for all bodily injury by disease. If applicable to this Agreement and if required by the County, the Agency will also provide a Certificate(s) of Insurance showing coverage for the acts or omissions of the Agency and its officers, employees, volunteers, and agents in connection with this Contract for: (c) business automobile liability, with a combined single limit of \$1,000,000 and/or (d) professional liability or errors and omissions liability, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The County reserves the right to reduce or to waive one or more of these requirements, if appropriate.

The "County of Monmouth, its officers, employees, and agents" shall be named as additional insureds with regard to (a) commercial general liability and, if applicable, (c) business automobile liability and the policy(ies) shall be endorsed to provide this required additional insured status. The endorsement(s) shall be provided to the County.

The Certificate(s) of Insurance shall indicate, and the policies shall be endorsed to provide for 30 days (with the exception of 10 days for non-payment) advance written notice to the County of the cancellation of, non-renewal of, or any material change to, the insurance policies required of the Agency.

At least 15 days prior to the expiration of any policy listed in the Certificate(s) of Insurance, the Agency shall provide the County with a renewal Certificate(s) followed by an endorsement(s) where required herein, so that the County has evidence of all required insurance being in effect at all times.

If the Agency maintains any coverage on a "claims made" basis, the Agency will continue that coverage with a retroactive date not later than the inception date of this contract. Coverage shall continue for a period of not less than 36 months following the expiration or termination of this contract or the date upon which the Agency last performs services under this Contract, whichever is later.

All insurers shall be authorized to do business in New Jersey and have an A.M. Best rating of at least A-VII.

8. The Agency hereby agrees to defend, hold and save the County of Monmouth and its departments, agencies, boards, subdivisions and their respective officers, agents and employees thereof, harmless from and against any and all suits, liabilities, claims and demands of any nature or kind, including attorney's fees, costs and expenses for or on account thereof, for injury to persons or damage to property resulting in whole or in part from the intentional or negligent act or omission of any officer, employee, volunteer or agent of the Agency.

9. a. The Agency shall have an annual audit performed by an independent certified public accountant in accordance with generally accepted accounting and auditing standards and practices established by the American Institute of Certified Public Accountants and in accordance with all applicable requirements of federal and state law including single audit procedures. In the event the Agency is a political subdivision of the State of New Jersey, the audit will be conducted, prepared and presented in the form and format required by the New Jersey Department of Community Affairs, Division of Local Government Services and N.J.S.A. 40 and 40A. A certified copy of said audit shall be submitted to the Division implementing this contract within nine (9) months following the close of the Agency's current fiscal year. Extensions must be approved in writing by the Division. In addition to the submission of an annual audit, the Agency must also provide copies of the Auditor's management letter(s) and any and all other documents issued in conjunction with said Audit.

b. Without limiting the generality of the foregoing, the Agency will comply with the following insofar as they are applicable to this contract:

- (1) Single Audit Act of 1984, (P.L. 98-502) and any amendments thereto.
- (2) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations (pursuant to the Single Audit Act Amendments of 1996, P.L. 104-156, under the authority of sections 503, 1111 and 7501 et seq. of Title 31 United States Code, and Executive Orders 8248 and 1154).
- (3) Federal Office of Management and Budget (OMB) document OMB circular A-133, Single Audit Acts Amendments of 1996.
- (4) Federal Office of Management and Budget (OMB) document OMB circular A-133, revised June 27, 2003 (effective January 1, 2004).
- (5) New Jersey Department of the Treasury:
 - (a) State Circular 04-04-OMB, Single Audit Policy for recipients of Federal Grants, State Grants, and State aid.
 - (b) State Grant Compliance Supplement.
 - (c) Failure to comply with any applicable laws, rules and regulations shall be sufficient grounds for the termination of this contract.
 - (d) The Agency's specific requirements under Section 9. b. are as stated in Appendix C.
 - (e) The undersigned shall require that the language of this certification (paragraphs 9.b. (5) (a)-(d) above) be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative

agreements) and that all subrecipients shall certify and disclose accordingly.

c. The County may terminate this contract upon 30 days written notice to the Agency if the Agency's audit is not acceptable, (i.e. including, but not limited to, the issuance of a qualified opinion and/or a management letter or other documents issued by the auditor that address material concerns).

10. a. The Agency agrees that, in the performance of this contract, it will comply with all applicable federal, state and local laws, rules and regulations, as amended, including, but not limited to: state and local laws relating to licensure; federal and state laws relating to the safeguarding of client information, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Appendix D); the Federal Civil Rights Act of 1964; P.L. 1975, Chapter 127 of the State of New Jersey (N.J.S.A. 10:5-31, et seq.), N.J.S.A. 10:2-1, et seq. and related rules and executive orders pertaining to Equal Employment Opportunity (Appendix E and Appendix F); (Appendices E and F are only applicable to non-governmental agencies and are not included in this Agreement if the Agency is a governmental agency); the Federal Equal Opportunity Act; Section 504 of the Federal Rehabilitation Act of 1973; applicable provisions of the New Jersey state labor laws; and any regulations promulgated pursuant to any of the above. In addition, and without limiting the generality of the foregoing, the Agency agrees that under the provisions of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 594 of the Rehabilitation Act 1973 and the Americans with Disabilities Act of 1990 (Appendix G) (Appendix G is only applicable to non-governmental agencies and is not included in this Agreement if the Agency is a governmental agency), no person seeking or receiving public assistance and welfare services shall be subjected to discrimination because of race, color, national origin, age or disability. This protection against discrimination means that the Agency shall not on the grounds of race, color, national origin, age or disability:

- (1) deny any individual seeking or receiving public assistance and welfare services any care or services normally provided by the Agency in the course of conducting its business or profession;
- (2) provide such care or services to such individuals in a different manner than they are normally provided to others;
- (3) subject such individuals to segregation or separate treatment in any manner related to the receipt of such care or services;
- (4) restrict such individuals in any way in the enjoyment of any advantage or privilege enjoyed by others receiving such care or services; or

- (5) treat such individuals differently from others in determining whether and to what extent services should be received.

b. The Agency agrees that its performance under this contract shall strictly comply with the requirements of this paragraph 10. and that the Agency represents and warrants that in the event its agents, servants, employees or sub-grantors violate or are alleged to have violated any of the statutes or regulations referenced herein, the Agency shall indemnify, defend, and hold the County of Monmouth harmless from and against any and all suits, claims, lawsuits, demands or damages of whatever kind or nature arising out of or claimed to arise out of any such alleged violation.

11. Pursuant to N.J.S.A. 52:34-15, the Agency represents and warrants that no person or selling agent has been employed, retained or otherwise engaged to solicit or secure this contract upon an agreement or understanding for the payment of a commission, percentage, brokerage or contingent fee, except bona fide employees of the Agency for the purpose of securing business. Any breach of this warranty shall be sufficient grounds for the annulment of this contract by the County without liability, or in the County's discretion, the County may deduct from the contract price, consideration, award or grant, the full amount of such commission, percentage, brokerage or contingent fee.

12. If federal funding is made available to the Agency either directly or indirectly (pass-through) through this contract: the Agency represents, warrants and certifies that, to the best of its knowledge, information and belief:

a. No federally appropriated funds have been paid by, or on behalf of, the Agency to any persons for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant or federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification (paragraphs 12. a. - e., inclusive of this contract) be included in the award documents for all subawards at all

tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. This certification as to lobbying is a material representation of fact upon which reliance is placed at the time when this transaction and contract are made and entered into. Submission of this certification as to lobbying is a prerequisite for making or entering into this transaction as provided in 31 U.S.C. Sec 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

e. If federal funding is not being awarded to the Agency through this contract, then State and Local statutes, rules and regulations will apply with regard to paragraph 12. a. - d.

13. In the event the Agency neglects or fails to comply with the terms and conditions of this contract, it shall be given written notice by the County of its non-compliance, whereupon the Agency shall have 30 days to come into compliance, in the absence of which, the County shall have the right to immediately terminate this contract. In case of default by the Agency, the County may procure the goods or services from alternate sources and hold the Agency responsible for any excess costs incurred.

14. The Agency, upon request of the County, will make available for audit and inspection during normal business hours, its financial, statistical and client/program records relating to contract services and program expenditure.

15. The Agency shall file with the Division implementing the contract, reports detailing income and expenditures for programs funded in whole or in part by the County.

16. The Agency warrants that it has filed and will file all required federal and state tax reports and has made timely payments of income, FICA, FUTA, unemployment and disability taxes as required by law.

17. The Agency must meet all licensing and insurance requirements of the State of New Jersey and the local jurisdiction within which it operates.

18. The Agency shall safeguard and treat as confidential, information concerning persons referred to or identified in this contract and shall not disclose this information except as authorized by law.

19. Neither this contract nor any rights or obligations arising under this contract may be assigned by the Agency without the written consent of the County.

20. Neither any failure nor delay on the part of the County or the Agency in exercising any right, power or privilege under this contract shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any other right, power or privilege.

21. In cases of administrative or financial non-compliance, the County reserves the right to suspend payments.

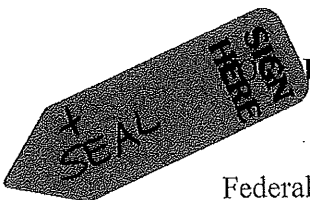
22. The Agency will impose no fees or charges upon recipients of contract services unless otherwise approved in writing by the Division.

23. The Agency and the County represent and warrant that they have the right, power and authority to enter into this contract and to bind themselves to the terms hereof.

24. All appendices attached hereto are made part of this contract by reference.

25. The Agency represents and warrants that all representations, certifications, affidavits and assurance given in connection with its proposal, bid or otherwise in connection with this contract are true as of the date this contract is signed and will remain true for the duration of this contract. IT IS SPECIFICALLY ACKNOWLEDGED THAT THE REPRESENTATIONS MADE IN PARAGRAPH 12. ABOVE ARE TRUE TO THE BEST OF THE AGENCY'S AND THE INDIVIDUAL SIGNATORY'S KNOWLEDGE, INFORMATION AND BELIEF AND THAT IF ANY OF THE REPRESENTATIONS MADE ARE WILLFULLY FALSE, THE AGENCY AND/OR THE INDIVIDUAL SIGNING FOR THE AGENCY ARE SUBJECT TO PUNISHMENT, IN ADDITION TO ANY OTHER REMEDIES WHICH THE COUNTY HAS UNDER THIS CONTRACT.

WHEREFORE, the parties hereto have caused this contract to be signed by their duly authorized representatives.

 Borough of Keyport 

Federal I.D. 21-6000776

ATTEST:

BY: _____

DATE: _____

Jay Delaney, Borough Administrator

ATTEST:

FOR: **COUNTY OF MONMOUTH**

BY: _____

DATE: _____

Marion Masnick, Clerk of the Board

**Thomas A. Arnone, Director
Board of County Commissioners**

APPENDIX A - SECTION I PROGRAM SERVICES AND FISCAL RESPONSIBILITY

1. Monies allocated under this Agreement will be for the provision of the following services that are more fully described in the Budget and Funding Request Application submitted by the Agency on **August 4, 2021**, which is incorporated herein by reference. **The Borough of Keyport, Keyport Senior Center** provides social services to **elderly residents of Monmouth County**.
2. The Agency will use the monies as outlined in the Approved Budget attached hereto as Appendix B. Up to **\$37,500.00** is allocated as follows:

INFORMATION AND ASSISTANCE: A service that: gathers information from individuals related to their concerns, problems and needs; provides current information regarding opportunities and services available to individuals within their local communities; links the individual to available services and opportunities and provides adequate follow-up to ensure that concerns have been addressed.

The program will provide 2,200 units (contacts) of Information & Assistance to 500 unduplicated clients aged 60 and over in 2022.

PHYSICAL HEALTH: Screening, assessment, and treatment activities that assist older persons to improve or maintain physical health by helping them to identify and understand their health needs and secure necessary medical, disease prevention, or health maintenance services.

The program will provide 250 units (contacts) of Physical Health to 75 unduplicated clients aged 60 and over in 2022.

PHYSICAL ACTIVITY: Planned and structured activities aimed at improving or maintaining a person's physical health.

The program will provide 4,700 units (one session per participant) of Physical Activity to 120 unduplicated clients aged 60 and over in 2022.

EDUCATION: Formally structured classes, lectures or seminars that provide older persons and/or their caregivers with opportunities to acquire knowledge and skills suited to their interests.

The program will provide 3,500 units (one session per participant) of Education to 170 unduplicated clients aged 60 and over in 2022.

SOCIALIZATION/RECREATION: Planned and structured activities and programs provided to well and functionally impaired older persons in order to facilitate social contact, reduce isolation, and improve personal life satisfaction.

The program will provide 7,500 units (one session per participant) of Socialization/ Recreation to 320 unduplicated clients aged 60 and over in 2022.

APPENDIX A - SECTION I

PROGRAM SERVICES AND FISCAL RESPONSIBILITY

3. The County agrees to make payment on a reimbursement basis to the Agency under this Agreement upon the submission of properly executed: (1) county voucher, (2) financial report and (3) program report. The Agency agrees to submit these reports as defined in Appendix A, Section II, Financial Reporting Requirements, 5, and 6. Payroll documentation shall be submitted if funding is used for salaries. Payment may be withheld if reports are not current or in other cases of administrative or financial non-compliance. The County will reimburse in accordance with the County Department of Finance or Department of Purchasing schedule for vouchers.
4. The Agency agrees to comply with programmatic and fiscal terms and conditions described in this Agreement. Failure to carry out the program as described in the approved application may result in suspension, termination and/or ineligibility for future funds. Further, the Agency agrees that the application, which was completed and submitted by the Agency, represents a reasonable summary of the specific purposes to which the various funds requested by the Agency will be used, subject to adjustments that may be required by the Approved Budget.
5. The Agency agrees that all budget revisions and modifications must be approved in writing by the Division prior to seeking reimbursement. When reimbursement is based on actual expenditures, no reallocation of funds may be made after the third quarter of the current contract year.
6. The Agency agrees that the County may, at its discretion, discuss or disclose any information, except that which is protected by federal and/or state laws, which it feels is relevant and pertinent to other funding sources or potential users of program evaluation data.
7. This Agreement and any agreement appended to or incorporated in this Agreement by reference, is terminable by the County upon 30 days written notice to the Agency.

ADDITIONAL GRANT REQUIREMENTS

1. The provider utilizing Area Plan Contract funding must comply with all Federal and State laws and regulations.
2. Area Plan Contract funds shall not be utilized in a manner that would contravene the Establishment Clause of the First Amendment of the United States Constitution. Specifically, the following conditions shall apply:
 - a) In no event shall the provision of the services to be funded under this agreement be conditioned upon attendance at or participation in religious programs, services, or activities;
 - b) Any services to be provided under this agreement shall be essentially secular in nature and scope and in no event shall there be any religious services, counseling, proselytizing, instruction, or other religious influence undertaken in connection with the provision of such services; and
 - c) Funds provided under this agreement shall not be used for the construction, rehabilitation, or restoration of any facility owned by a religious organization and to be used now, or in the future, for any religious activity or purpose.
3. The provider shall specify how the provider intends to satisfy the service needs of low-income, minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in the service area.
4. The provider shall provide services, to the maximum extent feasible, to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services.
5. The provider shall meet specific objectives established by the Monmouth County Division of Aging, Disabilities and Veterans Services for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in the planning and service area.
6. Each nongovernmental entity shall disclose to the New Jersey State Division on Aging Services (DoAS) and the Monmouth County Division of Aging, Disabilities and Veterans Services, upon request, all sources and expenditure of funds received or expended by such entity to provide services to older individuals.

APPENDIX A – SECTION II

ADDITIONAL GRANT REQUIREMENTS

7. All individuals having access to SAMS (Social Assistance Management System), including those working for or with a provider, must execute a confidentiality agreement, as promulgated by DoAS, prior to receiving a SAMS login or password; and each provider must notify the AAA, by the end of the next working day, when a SAMS user no longer requires access to SAMS to conduct business for Area Plan Contract purposes, such as when the user is reassigned job functions, separates from employment or ceases providing services. The Monmouth County Division of Aging, Disabilities and Veterans Services shall not request access to SAMS for any provider, or employee or agent thereof, unless it first views the confidentiality agreement signed by such provider or employee or agent thereof. Only agencies receiving Area Plan Contract funding are entitled to a SAMS license.
8. The provider shall maintain the confidentiality of each consumer's personal and confidential information and shall not disclose such information except where disclosure is consistent with applicable laws and DoAS requirements and policies.
9. The provider shall supply the Monmouth County Division on Aging, Disabilities and Veterans Services with a written business continuity plan that shall be activated in the event of an emergency. The plan shall address ways in which critical services are maintained for the consumer and a description of the methods for communicating about service continuation.
10. The provider shall require its employees and agents to complete grant allocation timesheets for personnel allocation purposes.
11. The provider shall have a written consumer contribution policy which shall be approved by the Monmouth County Division of Aging, Disabilities and Veterans Services. The policy shall provide each consumer with an opportunity to voluntarily contribute to the cost of the service. The policy shall clearly inform each consumer that he or she is not required to declare his or her income, that there is no means test for the services, that there is no fee for the services, that there is no obligation to contribute to the cost of the services and that any contribution is purely voluntary. The provider shall protect the privacy and confidentiality of each consumer with respect to the consumer's contribution or lack of contribution. The provider shall also establish appropriate procedures to safeguard and account for all contributions and shall use all collected contributions to expand the service for which the contributions were given and to supplement (not supplant) funds received under the contract. The Adult Protective Services program is exempt from the consumer contribution policy.
12. Each provider shall comply with and follow the Monmouth County Division of Aging, Disabilities and Veterans Services' Grievance, Record Retention and Contribution policies.

APPENDIX A – SECTION II

ADDITIONAL GRANT REQUIREMENTS

MANAGEMENT REQUIREMENTS:

1. There must be at least one assigned employee of the contracted agency that will serve as the point person to the fiscal management of the stated grant. This individual must be knowledgeable in handling the complexities of fiscal management, be able to troubleshoot fiscal issues and be responsible for submitting all fiscal reporting documentation on time to the Division.
2. There must be at least one assigned employee of the contracted agency that will serve as the programmatic manager of the stated grant. This individual must be knowledgeable in handling all programmatic aspects of the grant and be responsible for submitting all programmatic reporting documentation on time to the Division.

FINANCIAL REQUIREMENTS:

3. The provider shall control expenditures of funds per Appendix "B" of this Agreement; however, the provider should also control expenditures of funds so that approximately 1/12 of the funds are spent each month to assure continuation of the project for the full year.
4. The provider may incur costs only during the period set forth on the first page of this Agreement. Expenditures made before or after those dates shall be disallowed. Funds obligated, but not disbursed at the end of the contract period, shall be liquidated within 90 days after the close of the contract period. In no event shall the provider use unexpended grant funds after the contract period.
5. Except as shall be more specifically limited in Appendix "B," the amount expended for the Personnel, Consultants and Equipment major categories may not exceed the approved amount without prior written approval of the County. Any line item within the major cost categories of Personnel, Consultants and Equipment which shall not have been expended in accordance with Appendix "B" shall be credited against and deducted from the total compensation to be paid to the Agency under this Agreement. Except as shall be more specifically limited in Appendix "B," the amount expended for each of the other major cost categories listed in Appendix "B," with the exception of the categories of Personnel, Consultants, and Equipment may not exceed the approved amount by more than 10%, provided, however, that the total approved budget is not exceeded. The express prior written approval of the County is necessary to exceed those limitations.
6. Travel Expenses: The provider, if a public agency, shall charge expenses for travel in accordance with the customary practice in the government of which the provider is a part. If the provider is a private agency, expenses charged for travel shall not exceed those allowable under Monmouth County Policy. In any event, travel expenses shall not be charged in excess of the allowable budget amount.

APPENDIX A – SECTION II

ADDITIONAL GRANT REQUIREMENTS

7. Equipment: Approval must be obtained when proposing to utilize Older Americans Act funds to purchase capital expenditures/equipment costing more than \$250.00 and automatic data processing equipment costing more than \$500.00. Approval must be obtained before disposing of equipment purchased with Older American Act funds. A physical inventory of equipment must be taken once a year. For specific detailed regulations, refer to the “Terms and Conditions for Administration of Grants”, Section 14.5 and the “Code of Federal Regulations, Title 45, Volume I, Section 74.34”.
8. Books and records deemed necessary by the County to assure a proper accounting of all project funds, both federal and local shares, must be maintained by the provider for seven (7) years after expiration of this Agreement unless the County, in writing, specifically waives such a requirement. These records shall be available for audit and examination by any governmental agency having an interest in the project and the county shall have the right to conduct said audit or examination at any time during regular working hours of the project. In addition, supporting documents, statistical records and all other records pertinent to this Agreement shall be retained for a period of seven (7) years.

REPORTING REQUIREMENTS:

1. Providers that have been identified by the Monmouth County Division of Aging, Disabilities and Veterans Services to have SAMS licenses shall use SAMS for data reporting and client tracking. This data must be entered monthly. Only contracted services that are provided in accordance with the New Jersey State Department of Human Services, Division of Aging Services’ Service Taxonomy definitions, components and standards can be reported.
2. Each provider must be in compliance with National Aging Program Information System (NAPIS) programmatic reporting requirements as applicable to its program services.
3. Program (QPR-B) and financial (QPRA) reports must be submitted within eight (8) days after the close of each quarter.

Report	Reporting Period	Due Date
1 st Quarter	January 1 – March 31	April 8
2 nd Quarter	April 1 – June 30	July 8
3 rd Quarter	July 1 – September 30	October 8
4 th Quarter	October 1 – December 31	January 8
Grant Closeout	January 1 – December 31	January 8

***Note: If a due date falls on a weekend or holiday the due date becomes the next workday.**

APPENDIX A – SECTION II

ADDITIONAL GRANT REQUIREMENTS

4. A Personnel Summary Report must be submitted quarterly along with the QPRA-1, -2 if the budget has a personnel line item, and Supporting Schedules must also be submitted with the QPRA-1,-2 report.
5. The provider must prepare an annual “Grant Closeout” which is to be submitted to the Monmouth County Division of Aging, Disabilities and Veterans Services by January 8 for the previous fiscal year.
6. The submissions required for payment are the QPRA-1, QPRA-2, and a signed county voucher.
7. Providers utilizing the SAMS reporting system must print the QPR-B report from SAMS, sign the report and forward to the Monmouth County Division on Aging, Disabilities and Veterans Services by the due date. Once reports are signed and sent, it is imperative that no changes be made in the SAMS system for that quarter.
8. Failure to submit reports accurately and in a timely manner may result in withholding of future payments by the Division of Aging, Disabilities and Veterans Services.
9. Other items to be sent to the Division of Aging, Disabilities and Veterans Services include:
 1. Program/Provider newsletter (if available)
 2. Inventory Report, due by February 22.

MONITORING REQUIREMENTS

1. One formal on-site programmatic monitoring visit shall be conducted by the Monmouth County Division of Aging, Disabilities and Veterans Services per contract year (with the exception of Adult Protective Services; see number 4).
2. One formal on-site fiscal monitoring visit shall be conducted per contract year, including Adult Protective Services. If findings indicate deficiencies in financial management, additional visits may be scheduled to follow up on recommended actions.
3. Nutrition providers shall be monitored a minimum of twice per contract year. One visit shall specifically address the Congregate Nutrition Program, and the other shall focus on the performance and adherence to specifications of the Home Delivered Nutrition Program.
4. The State coordinator of the Adult Protective Services program shall monitor and assess the APS program for adherence to program standards through an annual report. The AAA shall be provided with copies of the APS report.

APPENDIX A – SECTION II

ADDITIONAL GRANT REQUIREMENTS

AMENDMENT REQUIREMENTS:

The Division of Aging, Disabilities and Veterans Services should be notified of reasons for slippage in cases where established goals shall not be met.

Should circumstances arise that have a significant impact upon the program, the provider is required to notify the Division of Aging, Disabilities and Veterans Services. The following types of conditions must be reported as soon as they become known:

Change in Director/Supervisor of program, potential or actual change of physical location of program and services, problems, delays or adverse conditions which may affect continuity of service or materially affect the ability of the provider to attain program objectives, prevent meeting of time schedules or goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action to be taken or contemplated, and any assistance needed to resolve the situation.

Requests to amend an Agency's contract cannot be made after the end of September of the grant year. The provider must send the Office of Aging a request to amend its contract and a revised budget and scope of services (if applicable) by this date.

PROVIDER MEETINGS:

The representative manager of the program designated by the provider must attend the Monmouth County Division of Aging, Disabilities and Veterans Services' Provider Meetings on the dates established by the Division. Attendance is mandatory. One excused absence is permitted by the designated representative manager with prior notice to the Executive Director of the Division of Aging, Disabilities and Veterans Services if substitute staff attends the meeting.

CLIENT FEEDBACK:

The provider must have in place a method to ensure client feedback, providing consumers with an opportunity to express their views and opinions regarding receipt of services. A summary of the results of such surveys must be sent to the Division of Aging, Disabilities and Veterans Services by November 30 of each year.

GRIEVANCE PROCEDURE:

The provider must establish a grievance procedure for older individuals who are dissatisfied with or denied services funded under this Agreement. The grievance procedure must comply with the Division of Aging, Disabilities and Veterans Services established standards.

APPENDIX A – SECTION II

ADDITIONAL GRANT REQUIREMENTS

RECORDS RETENTION:

The Provider must adhere to the following record retention schedule:

All financial records, supporting documents, statistical records, and all other records pertinent to this grant award shall be retained for a period of **seven (7)** years from the acceptance of the final expenditure report.

Consumer records – seven (7) years from the close of the case.

Documentation of staff training received - (date and content of the actual training) - three (3) years.

TERMINATION:

The County, by giving 30 days written notice to the provider specifying the effective date, may terminate this Agreement in whole or in part for causes which may include but are not limited to:

- a. Utilization of any portion of the appropriation hereunder to employ or otherwise compensate any person employed by the County who has directly participated in the negotiation or approval of this Agreement;
- b. Discovery of any pecuniary or personal interest by the provider, any of its employees, officers, trustees, or its directors in the project, or in any contract emanating from the operation of this project;
- c. Failure of the provider, for any reason, to satisfy its obligations under this Agreement;
- d. Failure of the provider to notify the Monmouth County Division on Aging, Disabilities and Veterans Services in advance or as soon as made aware of potential issues affecting continuity and/or location of services and failure to address the issue/s in a timely manner in order to continue to provide contracted services without interruption;
- e. Submission by the Agency to the County of reports that are incorrect or incomplete in any material respect;
- f. Any improper or inefficient use of funds provided under this Agreement;
- g. Failure of the provider to permit the County to make an inspection of the administrative or operational facilities of the project;

APPENDIX A – SECTION II

ADDITIONAL GRANT REQUIREMENTS

- h. Conduct or acts of the Agency and/or its staff which are detrimental to the objectives of this project;
- i. Any violation of the Local Government Ethics Law N.J.S.A. 40A:9-22.1, et seq.;
- j. Failure to incorporate into the provider's personnel policies and procedures a system of full disclosure of all employees and applicants for employment who have been convicted of a crime.

If the Agreement is terminated by the County for cause, the provider shall not render any further services or incur any new obligations after the effective date of the termination. The County shall not be liable to pay the provider for any services rendered or new obligations incurred after the effective date of the termination. Except to pay for services properly rendered and obligations properly incurred by the provider prior to the effective date of the termination, the County shall have no further obligations to the provider.

APPENDIX B TO GRANT AGREEMENT NUMBER 13-067 1 of 2
DETAILED TITLE III/SSBG/SHTP/APS/SWHDM GRANT SUMMARY

County of Monmouth
Department of Human Services
Division on Aging, Disabilities & Veterans Services



1. Title of Project: Keyport Senior Center (G-02-41-701-22C-654)				
2. Type of Application: (Check one) ☒ New ☐ Continuation ☐ Revision ☐ Supplement				
3. Project Director (Name, Title, Department & Address, Street, City, State, Zip Code): Madeline Costello, Director Keyport Senior Citizen Center 110 Second Street Keyport, NJ 07735	6. Dates	From	Thru	Amount
	Project Period	01/01/22	12/31/22	\$104,050
	Budget Year	01/01/22	12/31/22	\$104,050
	7. Type of Organization: (Check one) ☒ Public Agency ☐ Private Non-Profit Agency			
4. Applicant Agency (Name and Address): Borough of Keyport 70 West Front Street P.O. Box 70 Keyport, NJ 07735	8. Payee (Specify to whom checks should be sent: Name, Title, Address): Treasurer Borough of Keyport 70 West Front Street P.O. Box 70 Keyport, NJ 07735			
5. Name, Title, Address of Official authorized to sign for applicant agency: Jay Delaney, Business Administrator Borough of Keyport 70 West Front Street, P.O. Box 70 Keyport, NJ 07735	9. (For State Agency Use):			
	%		\$	
A. Total Project Costs	XXXXXXX		104,050	
B. Estimated Project Income	XXXXXXX		100	
C. Project Net Costs (Line A Less Line B)	XXXXXXX		103,950	
D. Local Non-Federal Participation	71.14%		73,950	
E. Funds Requested (Line C Less Line D)	28.86%		\$30,000	

ATTACHMENT B
ESTIMATED COST FOR PROJECT

CATEGORIES			CASH	IN-KIND	TOTAL
1. Personnel					
Title	#	%			
Director, Full Time			\$50,000		\$50,000
Clerk / Typist, Hourly			15,000		15,000
Fringe Benefits			28,100		28,100
Total Personnel Costs			\$93,100		\$93,100
2. Consultants and Contract Services					
Physical Fitness/Physical Health/Education			\$5,450		\$5,450
Total Consultants & Contract Services			\$5,450		\$5,450
3. Travel (Staff only - include training mileage)					
Total Travel					

ATTACHMENT B
ESTIMATED COST FOR PROJECT (Continued)

CATEGORIES	CASH	IN-KIND	TOTAL
4. Food (allowable for Nutrition Program only)			
Total Food			
5. Building Space			
Total Building Space			
6. Printing & Office Supplies			
Total Printing & Office Supplies			
7. Equipment			
Total Equipment			

ATTACHMENT B
ESTIMATED COST FOR PROJECT (Continued)

CATEGORIES		CASH	IN-KIND	TOTAL
8. Other Costs				
Events (Food, Decorations for parties, Entertainers)		4,000		4,000
Cellular Service for 3 GrandPads		1,500		1,500
Total Other Costs		\$5,500		\$5,500
TOTAL DIRECT COSTS (Categories 1-8)		\$104,050		\$104,050
Indirect Costs				
- Rate (Indirect Cost %) :				
- Base (Total Personnel Costs) : \$93,100				
Total Indirect Costs		XXXXXXXXXX		
TOTAL PROJECT COSTS		\$104,050		\$104,050

SUPPORTING BUDGET SCHEDULE ESTIMATED PROJECT INCOME

SOURCE	AMOUNT
Estimated Project Income (Include Sources)	
Contributions	\$100
TOTAL ESTIMATED PROJECT INCOME	\$100

ATTACHMENT B
SUPPORTING BUDGET SCHEDULE
LOCAL NON-FEDERAL PARTICIPATION

SOURCE	AMOUNT
Cash Resources	
Borough of Keyport	\$66,450
COLA	7,500
Cash Resources Sub-Total	\$73,950

In-Kind Resources	
In-Kind Resources Sub-Total	

TOTAL LOCAL NON-FEDERAL PARTICIPATION	\$73,950
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APPENDIX C

SINGLE AUDIT COMPLIANCE REQUIREMENTS

Account #: G-02-41-701-22C-654

1. Funding under this grant agreement is provided by the following sources:

Federal

Source	Title III B	\$	30,000.00	
		\$	-	
		\$	-	\$ 30,000.00

State

Source	COLA	\$	7,500.00	
		\$	-	
		\$	-	\$ 7,500.00

County

Source		\$	-	
		\$	-	
		\$	-	\$ -

Other

Source	Contributions	\$	100.00	
		\$	-	
		\$	-	\$ 100.00

Match Funding

Source	Borough of Keyport	\$	66,450.00	
		\$	-	
		\$	-	\$ 66,450.00

TOTAL CONTRACT

\$ 104,050.00

2. Type of audit required:

- a) Single Audit (\$500,000. or more) _____
- b) Single Audit or Program Specific Audit (\$100,000. to \$499,999.) _____
- c) Single Audit or Program Specific Audit or Financial Statement
Audit (\$0. to \$99,999.) _____ **X**

3. Applicable Single Audit Provisions which apply to all contracts are listed below:

- a) Single Audit Act of 1984, (P.L. 98.502) and any amendments thereto.
- b) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations (pursuant to the Single Audit Act Amendments of 1996, P.L. 104-156, under the authority of sections 503, 1111 and 7501 et. seq. of Title 31 United States Code, and Executive Orders 8248 and 1154).
- c) Federal Office of Management and Budget (OMB) document OMB Circular A-133, Single Audit Acts Amendments of 1996.
- d) Federal Office of Management and Budget (OMB) document OMB Circular A-133, revised June 27, 2003 (effective January 1, 2004).
- e) New Jersey Department of the Treasury:
 - (1) State Circular 04-04-OMB, Single Audit Policy for recipients of Federal Grants, State Grants and State aid.
 - (2) State Grant Compliance Supplement.

4. The provisions of paragraph 10. of the grant agreement apply to all agencies.

5. This appendix must be executed by the Chief Executive Officer and Chief Fiscal Officer.

THE AGENCY AGREES TO COMPLY WITH THE TERMS AND REQUIREMENTS SET FORTH IN APPENDIX C.

Agency Borough of Keyport

Signature _____

Date _____

Jay Delaney

Administrator

Signature _____

Date _____

Thomas P. Fallon

Chief Fiscal Officer

County of Monmouth



BUSINESS ASSOCIATE AGREEMENT BETWEEN THE BOROUGH OF KEYPORT AND THE COUNTY OF MONMOUTH

This Business Associate Agreement (the "Agreement"), effective January 1, 2022, is made by the County of Monmouth (referred to herein as the "Business Associate") and The BOROUGH OF KEYPORT (referred to herein as the "Covered Entity"), collectively referred to as the "Parties".

WHEREAS, Covered Entity has commenced or wishes to commence a business relationship with Business Associate that has been or will be memorialized in a separate agreement or agreements (the "Underlying Contract(s)") pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") including all pertinent regulations (45 C.F.R. Parts 160 and 164) issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5; and

WHEREAS the nature of the existing or prospective contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (PHI), including electronic Protected Health Information (ePHI), as defined under HIPAA and the HITECH Act; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Contract(s), the Covered Entity and Business Associate enter into this agreement for the purpose of ensuring compliance with the requirements of the HIPAA Privacy and Security Rules, the HITECH Act, state and local laws and any other applicable laws (herein collectively referred to as "Regulations").

NOW THEREFORE, in consideration of the Parties' continuing obligations in the Underlying Contract(s), compliance with Regulations, and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

**COUNTY OF MONMOUTH
BUSINESS ASSOCIATE AGREEMENT**

I. DEFINITIONS.¹

Except as otherwise defined herein, any, and all terms in this Agreement shall have the definitions set forth in Regulations.

- A. Breach. "Breach" shall have the meaning given to such term under the HITECH Act (42 U.S.C. Section 17921).
- B. Business Associate. "Business Associate" shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- C. Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- D. Electronic Health Record. "Electronic Health Record" shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- E. Health Care Operations. "Health Care Operations" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- F. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).
- G. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.
- H. Protected Health Information. "Protected Health Information" ("PHI") means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes electronic Protected Health Information.
- I. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.103.

¹ All references to statutes shall include any amendments to the statutes and the regulations in place at the time a dispute arises.

**COUNTY OF MONMOUTH
BUSINESS ASSOCIATE AGREEMENT**

- J. Secretary. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his or her designee.
- K. Security Rule. "Security Rule" shall mean the HIPAA Regulation as codified at 45 C.F.R. Parts 160 and 164, Subparts A and C and as may otherwise be amended from time to time.
- L. Unsecured Protected Health Information. "Unsecured Protected Health Information" or "Unsecured PHI" shall mean PHI that is not secured through, the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in the Section 13402(h) of the HITECH Act.

II. USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE.

- A. Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Underlying Contract(s), provided that such use or disclosure would not violate applicable Regulations.
- B. The Business Associate shall only use and disclose PHI if such use or disclosure complies with each applicable requirement of 45 C.F.R. Section 164.502 and 45 C.F.R. Section 164.504(e).
- C. The Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. Section 164.502(j) (1).
- D. Except as otherwise limited in this Agreement, the Business Associate may use PHI (i) for the proper management and administration of the Business Associate, (ii) to carry out the legal responsibilities of the Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations, provided that disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which the person is aware in which the confidentiality of the information has been breached.
- E. The Business Associate (and its agents or subcontractors) shall request, use, and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 42 U.S.C. Section 17935(b), 45 C.F.R. Section 164.514(d) and 45 C.F.R. 164.502(b). The Business Associate shall limit disclosure of protected health information, to the extent practicable, to the limited data set (as defined in section 164.514(e)(2) of such title) or, if needed by such entity, to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request, respectively. The Business Associate understands and agrees that the definition

**COUNTY OF MONMOUTH
BUSINESS ASSOCIATE AGREEMENT**

of "minimum necessary" is in review under the HITECH Act provisions and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

III. PROHIBITED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.

- A. The Business Associate shall not use or disclose PHI for fundraising or marketing purposes. The Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes, if the Individual has requested this special restriction, provided that such request was made directly to Business Associate, or Covered Entity has notified Business Associate in writing of such request, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, as provided in 42 U.S.C. Section 17935(a).
- B. The Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written authorization of the Covered Entity and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by the Covered Entity to the Business Associate for services provided pursuant to the Underlying Contract(s).
- C. The Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

IV. DUTIES OF THE BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. The Business Associate acknowledges and agrees that all PHI that is created or received by the Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Covered Entity or its operating units to the Business Associate or is created or received by the Business Associate on the Covered Entity's behalf shall be subject to this Agreement, provided that such PHI relates to the services covered by the underlying contract.
- B. The Business Associate shall be directly responsible for full compliance with the relevant requirements of Regulations to the same extent as the Covered Entity.
- C. The Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of PHI otherwise than as permitted by the Underlying Contract(s), including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI, in accordance with Regulations, including 45 C.F.R. Sections 164.308, 164.310, and 164.312, and 45 C.F.R. Section 164.504(e)(2)(ii)(B). The Business Associate shall comply with the policies and procedures and documentation requirements of the applicable statutes and regulations, including, but not limited to, 45 C.F.R. Sections 164.314 and 164.316, and 42 U.S.C. Section 17931.

**COUNTY OF MONMOUTH
BUSINESS ASSOCIATE AGREEMENT**

- D. Within ten (10) days of notice by the Covered Entity of a request for an accounting of disclosures of PHI or promptly upon any disclosure of PHI for which the Covered Entity is required to account to an individual, the Business Associate and its agents or subcontractors shall make available to the Covered Entity the information required to provide an accounting of disclosures to enable the Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), if and when compliance is legally required as determined by the Covered Entity. The Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by the Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that the Business Associate maintains an electronic health record that is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event, that the request for an accounting is delivered directly to the Business Associate or its agents or subcontractors, the Business Associate shall within five (5) days of a request forward it to the Covered Entity in writing. It shall be the Covered Entity's responsibility to prepare and deliver any such accounting requested.
- E. The Business Associate shall immediately notify the Covered Entity of any use or disclosure of PHI in violation of this Agreement or the Regulations.
- F. The Business Associate agrees to report to the Covered Entity, in writing, any security incident or Breach with respect to electronic PHI of which it becomes aware.
- G. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of the Covered Entity, agrees in writing to substantially the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information. All subcontractors of the Business Associate shall enter in Business Associate Agreements with the Business Associate, subject to the Covered Entity's approval.
- H. The Business Associate agrees to require all, of its subcontractors and agents to whom it provides electronic PHI to agree to implement reasonable and appropriate safeguards to protect such electronic PHI.

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- I. The Business Associate agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule.

V. BREACH OF PHI BY THE BUSINESS ASSOCIATE.

- A. The Business Associate shall promptly notify the Covered Entity of a Breach of Unsecured PHI following the first day on which the Business Associate (or the Business Associate's employee, office, or agent) knows of such Breach. The Business Associate's notification to the Covered Entity hereunder shall:
- a. Be made to the Covered Entity no later than 5 calendar days after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.
 - b. Include the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach; and
 - c. Be in substantially the same form as Exhibit A hereto attached.
- B. In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, the Business Associate shall mitigate, to the extent reasonably practicable, any harmful effects of said disclosure that are known to it and inform the Covered Entity of such mitigation.
- C. Remedies in the Event of a Breach. The Business Associate hereby recognizes that serious harm may result to the Covered Entity, and to the business of the Covered Entity, in the event of breach by the Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in this Agreement, the Covered Entity shall be entitled to enjoin and restrain the Business Associate from any continued violation of this Agreement. Furthermore, in the event of breach of this Agreement by the Business Associate, the Covered Entity is entitled to reimbursement and indemnification from the Business Associate for the Covered Entity's reasonable attorneys' fees and expenses and the costs that were reasonably incurred to the extent they are a proximate result of the Business Associate's breach.² The remedies contained in this Section shall be in addition to (and not supersede) any action for damages and/or any other remedy the Covered Entity may have for breach of any part of this Agreement.

² Such costs may be substantial, especially if the number of records breached or misused is significant.

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BUSINESS ASSOCIATE AGREEMENT**

VI. BREACH PATTERN OR PRACTICE BY THE COVERED ENTITY.

Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Underlying Contract(s) or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Underlying Contract(s) or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. The Business Associate shall provide written notice to the Covered Entity of any pattern of activity or practice of the Covered Entity that the Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the Underlying Contract(s) or other arrangement within five (5) days of discovery and shall meet with the Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

VII. AUDITS, INSPECTION AND ENFORCEMENT.

- A. Within ten (10) days of a written request by the Covered Entity, the Business Associate and its agents or subcontractors shall allow the Covered Entity to conduct a reasonable inspection of the books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Agreement for the purpose of determining whether the Business Associate has complied with this Agreement; provided, however, that (i) the Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) the Covered Entity shall protect the confidentiality of all confidential and proprietary information of the Business Associate to which the Covered Entity has access during the course of such inspection; and (iii) the Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by the Business Associate. The fact that the Covered Entity inspects, or fails to inspect, or has the right to inspect, the Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve the Business Associate of its responsibility to comply with this Agreement, nor does the Covered Entity's (i) failure to detect or (ii) detection, but failure to notify the Business Associate or require the Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of the Covered Entity's enforcement rights under the Underlying Contract(s). The Business Associate shall notify the Covered Entity within ten (10) days of learning that the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.
- B. The Business Associate shall make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from the Covered Entity available to the Secretary for the purpose of determining compliance with Regulations. The Business Associate shall immediately notify the Covered Entity of the request by the Secretary. The aforementioned

**COUNTY OF MONMOUTH
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information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, the Business Associate shall comply and cooperate with any request for documents or other information from the Secretary directed to the Covered Entity that seeks documents or other information held by the Business Associate.

VIII. TERM AND TERMINATION.

A. Term. The Term of this Agreement begins as of the effective date and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section IV.

B. Termination for Cause.

- a. Judicial or Administrative Proceedings. The Covered Entity may terminate the Underlying Contract(s), effective immediately, if (i) the Business Associate is named as a defendant in a criminal proceeding for a violation of Regulations, (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of Regulations is made in any administrative or civil proceeding in which the Business Associate has been joined.
- b. Upon the Covered Entity's knowledge of a material breach by the Business Associate, the Covered Entity shall:
 - i. Provide an opportunity for the Business Associate to cure the breach or end the violation and, if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, terminate this Agreement.
 - ii. Immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
 - iii. If neither termination nor cure is feasible, report the violation to the Secretary.

C. Effect of Termination.

- a. Except as provided in subparagraph (b) of this section, upon termination of this Agreement for any reason, the Business Associate shall return or destroy all PHI received from the Covered Entity or created or received by the Business Associate on behalf of the Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of the Business Associate.

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The Business Associate shall not retain any copies of the PHI following termination.

- b. In the event, that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.
- c. Should the Business Associate make a disclosure of PHI in violation of this Agreement, the Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Contract(s).

IX. FUTURE CONSIDERATION OF THE BUSINESS ASSOCIATE BY THE COVERED ENTITY.

The Covered Entity may consider the Business Associate's performance under this Agreement in determining whether to continue or commence a business relationship with the Business Associate in the future.

X. MODIFICATION.

This Agreement may only be modified in a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with all legal requirements.

XI. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered, into between the Parties (either previous or subsequent, to the date of this Agreement), the language and provisions of this Agreement shall control and prevail, unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

XII. COORDINATION WITH REGULATIONS AND UNDERLYING CONTRACT(S).

This Agreement and the Underlying Contract(s) shall be interpreted as broadly as necessary to implement and comply with Regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with Regulations.

The Parties agree that, in the event, that the Underlying Contract(s) contains provisions relating to the use or disclosure of PHI, which are more restrictive than the provisions of this

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Agreement, the provisions of the Underlying Contract(s) or more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of PHI.

XIII. COMPLIANCE WITH STATE LAW.

The Business Associate acknowledges that by accepting the PHI from the Covered Entity, it becomes a holder of medical records information under New Jersey State Law and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules or the HITECH Act conflict with New Jersey State Law regarding the degree of protection provided for PHI, the Business Associate shall comply with the more restrictive protection requirement.

XIV. MISCELLANEOUS.

- A. No Rights in Third Parties. Except as expressly stated herein or in Regulations, the Parties to this Agreement do not intend to create any rights in any third parties. Nothing expressed or implied in the Underlying Contract(s) is intended to confer, nor shall anything herein confer, upon any person other than the Covered Entity, the Business Associate and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- B. Survival. The obligations of the Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Contract(s), and/or the business relationship of the Parties, and shall continue to bind the Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.
- C. Assignment. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- D. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements/contracts between the Parties evidencing their business relationship.
- E. Governing Law. This agreement will be governed by the laws of the State of New Jersey.
- F. No Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation or shall prohibit enforcement of any obligation on any other occasion.
- G. Ambiguity. The terms of this Agreement shall be construed in, light of the official interpretation and/or guidance issued by HHS, OCR, CMS, OESS and other state or local

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regulatory agencies. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with all Regulations.

- H. Severability. In the event, that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- I. Regulatory References. A reference in this Agreement to a section in Regulations means the section as in effect or as amended. A reference in this Agreement to an incorrect or invalid section of Regulations shall not relieve the Business Associate of its obligations to comply with all applicable Regulations or laws.
- J. Notice. Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative's position with the other Party. Please refer to Exhibit B for contact names.
- K. Disclaimer. The Covered Entity makes no warranty or representation that compliance by the Business Associate with this Agreement and Regulations will be adequate or satisfactory for the Business Associate's own purposes. The Business Associate is solely responsible for all decisions made by the Business Associate regarding the safeguarding of PHI.
- L. Amendment. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Underlying Contract(s) may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of Regulations relating to the security or confidentiality of PHI. The Parties understand and agree that the Covered Entity must receive satisfactory written assurance from the Business Associate that the Business Associate will adequately safeguard all PHI. Upon the request of either party, the other party agrees to promptly enter, into good faith negotiations concerning the terms of an amendment to this Agreement and/or the Underlying Contract(s), embodying written assurances consistent with the standards and requirements of Regulations. The Covered Entity may terminate the Underlying Contract(s) upon thirty (30) days written notice in the event (i) the Business Associate does not promptly enter into negotiations to amend this Agreement or the Underlying Contract(s) when requested by the Covered Entity pursuant to this Section or (ii) the Business Associate does not enter into an amendment to the Underlying Contract(s) providing assurances regarding the safeguarding of PHI that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws and regulations.

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- M. Amendment of Exhibit A. Exhibit A may be modified or amended by mutual agreement of the parties at any time without amendment of the Underlying Contract(s).
- N. Assistance in Litigation or Administrative Proceedings.
1. The Business Associate shall make itself, and any subcontractors, employees or agents assisting the Business Associate in the performance of its obligations under this Agreement and the Underlying Contract(s), available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon a claimed violation of Regulations, unless the Business Associate or its subcontractor, employee or agent is a named adverse party.
 2. The Covered Entity shall make itself, and any subcontractors, employees or agents assisting the Covered Entity in the performance of its obligations under the Underlying Contract(s), available to the Business Associate, at no cost to the Business Associate, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Business Associate, its directors, officers or employees based upon a claimed violation of Regulations, unless the Covered Entity or its subcontractor, employee or agent is a named adverse party.
- O. Effect on Underlying Contract(s). Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Underlying Contract(s) shall remain in force and effect.
- P. Data Ownership. The Business Associate acknowledges that the Business Associate has no ownership rights with respect to the PHI.
- Q. Business Associate's Insurance (Optional). (If there is an insurance provision in the Underlying Contract, consider whether it is adequate to address risks associated with Business Associate's use and disclosure of PHI per the Underlying Contract.)
- R. Counterpart and Electronic Execution. This Agreement may be executed in any number of counterparts with the same effect as if the Parties had signed the same document. Such executions may be transmitted to the Parties electronically or by facsimile and such electronic or facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original, electronic, or facsimile executions or a combination thereof, shall be construed together and constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

**COUNTY OF MONMOUTH
BUSINESS ASSOCIATE AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement:

COVERED ENTITY:

FOR: The Borough of Keyport
BY: _____
NAME: Jay Delaney
TITLE: Borough Administrator
DATE: _____



BUSINESS ASSOCIATE:

FOR: County of Monmouth
BY: _____
NAME: Thomas A. Arnone
TITLE: Director of the Board of County Commissioners
DATE: _____

**COUNTY OF MONMOUTH
BUSINESS ASSOCIATE AGREEMENT**

EXHIBIT A - NOTIFICATION FORM

BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This notification is made pursuant to the Business Associate Agreement between:

- County of Monmouth (Business Associate) and
- The Borough of Keyport (Covered Entity).

The Business Associate hereby notifies the Covered Entity that there has been a breach of unsecured (unencrypted) Protected Health Information (PHI) that the Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

Date of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach, such as account number, disability code, full name, address, zip code, date of birth, SSN, drivers license number, credit card / bank account number, claims information, diagnosis/conditions, medications, lab results, other demographic, financial or clinical information:

Type of Breach - Specify whether theft, loss, improper disposal, unauthorized access, hacking / IT incident, other (describe), or unknown:

Location of Breached Information -- Specify whether laptop, desktop computer, network server, email, other portable electronic device, electronic medical record, paper, or other (describe):

**COUNTY OF MONMOUTH
BUSINESS ASSOCIATE AGREEMENT**

EXHIBIT A - NOTIFICATION FORM (CONTINUED)

BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

Safeguards in Place Prior to the Breach, such as firewalls, packet filtering (router-based), secure browser sessions, strong authentication, encrypted wireless, physical security, logical access control, anti-virus software, intrusion detection, biometrics, other (please specify):

Description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Form completed by:

Name:

Signature:

Title:

Address:

Email Address:

Phone Number:

Fax Number:

**COUNTY OF MONMOUTH
BUSINESS ASSOCIATE AGREEMENT**

EXHIBIT A - NOTIFICATION FORM (CONTINUED)
BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

**COUNTY OF MONMOUTH
BUSINESS ASSOCIATE AGREEMENT**

EXHIBIT B – COVERED ENTITY AND BUSINESS ASSOCIATES CONTACTS

A. Notice to Covered Entity. Any notice required under this Agreement to be given to the Covered Entity shall be made in writing to:

Unit/Department: The Borough of Keyport
Address: 70 West Front Street, Keyport, NJ 07735
Attention: Jay Delaney, Borough Administrator
Phone: (732) 739-3900

B. Notice to Business Associate. Any notice required under this Agreement to be given the Business Associate shall be made in writing to:

Unit/Department: Safety Office, County of Monmouth
Address: Hall of Records, Room 223, 1 E. Main Street, Freehold, NJ 07728
Attention: Kathleen West
Email Address: kwest@co.monmouth.nj.us
Phone: 732-409-4898

RESOLUTION #___-21

**SUPPORTING THE DRIVE SOBER OR GET PULLED
OVER 2021 YEAR END HOLIDAY CRACKDOWN**

WHEREAS, approximately one-third of all fatal traffic crashes in the United States involve impaired drivers; and

WHEREAS, impaired driving crashes killed 10,142 people in the United States in 2019; and

WHEREAS, impaired driving crashes cost the United States almost \$44 Billion a year; and

WHEREAS, during the past five years New Jersey's roadways experienced 35,307 crashes and 618 fatalities involving impaired drivers; and

WHEREAS, an enforcement crackdown is planned to combat impaired driving; and

WHEREAS, the year end holiday season is traditionally a time for social gatherings which include alcohol; and

WHEREAS, the State of New Jersey Division of Highway Traffic Safety, has asked law enforcement agencies throughout the state to participate in the *Drive Sober or Get Pulled Over 2021 Year End Holiday Crackdown*; and

WHEREAS, the project will involve increased impaired driving enforcement from December 3, 2021 through January 1, 2022; and

WHEREAS, an increase in impaired driving enforcement and a reduction in impaired driving will save lives on our roadways;

NOW, THEREFORE, BE IT RESOLVED, that the Borough of Keyport declares its support for the *Drive Sober or Get Pulled Over 2021 Year End Holiday Crackdown* from December 3, 2021 through January 1, 2022 and pledges to increase awareness of the dangers of drinking and driving.

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 December 7, 2021.

Michele Clark, RMC
Borough Clerk

RESOLUTION #___-21**REQUESTING APPROVAL OF ITEMS OF REVENUE
AND APPROPRIATION – N.J.S.A. 40A:4-87
2021 DRIVE SOBER OR GET PULLED OVER
HOLIDAY CRACKDOWN**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount,

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Keyport in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2021 in the sum of \$6,000, which is now available from the NJ Division of Highway Traffic Safety – 2021 Drive Sober or Get Pulled Over Holiday Crackdown.

BE IT FURTHER RESOLVED, that the like sum of \$6,000 is hereby appropriated under the caption 2021 Drive Sober or Get Pulled Over Holiday Crackdown; and

BE IT FURTHER RESOLVED, that the Electronic Special Item of Revenue Submittal form be filed with the Division of Local Government Services for approval thereof.

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 December 7, 2021.

Michele Clark, RMC
Borough Clerk



BOROUGH OF KEYPORT
DEPARTMENT OF POLICE

70 WEST FRONT STREET • KEYPORT, NEW JERSEY 07735
TEL: (732) 264-0706 FAX: (732) 739-0610



Date: November 30, 2021
Contact: Chief Shannon Torres
Phone: 732-264-0706

**Impaired Driving Enforcement Crackdown to be Conducted Locally as Part of
Statewide Year End Campaign**

Borough of Keyport – Law enforcement officials from Keyport Police will be cracking down on drivers impaired by alcohol or drugs as part of the annual end of year *Drive Sober or Get Pulled Over* statewide campaign. Beginning December 3rd, 2021 and continuing through January 1st, 2022, local, county and state law enforcement officials will conduct saturation patrols and sobriety checkpoints looking for motorists who may be driving while intoxicated.

The national *Drive Sober or Get Pulled Over* effort endeavors to raise awareness about the dangers of impaired driving through a combination of high-visibility enforcement and public education. "During the last five years, New Jersey has experienced more than 35,000 alcohol involved crashes resulting in 618 fatalities," said Chief Shannon Torres. "This is a critical law enforcement program that can save lives during a time of the year when social gatherings with alcohol increase the risk of impaired driving."

Last year 23% of all motor vehicle fatalities in New Jersey were alcohol related. Nationally, 10,142 people died in drunk driving crashes in 2019. The societal cost associated with these crashes is estimated to be \$44 billion annually.

Law enforcement agencies participating in the *Drive Sober or Get Pulled Over 2021 Year End Holiday Crackdown* offer the following advice for the holiday season:

- Take mass transit, a taxicab, or ask a sober friend to drive you home.
- Spend the night where the activity or party is held.
- If you see an impaired driver on the road, contact law enforcement. Your actions may save someone's life and inaction could cost a life.
- Always buckle up – every ride. It's your best defense against an impaired driver.
- If you are intoxicated and travelling on foot, the safest way to get home is to take a cab, have a sober friend or family member drive, or escort you to your doorstep.
- Be responsible. If someone you know is drinking, do not let that person get behind the wheel.

RESOLUTION # ___-21

WHEREAS, N.J.S.A. 40A:4-58 permits transfers of appropriations to be made during the last two months of the fiscal year from appropriations which are in excess of the amount deemed to be necessary to fulfill the purpose of such appropriation and to those appropriations deemed to be insufficient.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of Keyport that the transfers in the amount of \$ 78,000 be made between the 2021 budget appropriations as follows:

<u>Budget Appropriation</u>	<u>From</u>	<u>To</u>
Assessment - O/E		\$ 6,000.00
Assessment - Revision of Tax Maps	\$ 8,000.00	
Legal - O/E		10,000.00
Engineering - O/E	10,000.00	
Planning/Zoning - O/E		2,000.00
Property Maintenance Code - O/E	2,000.00	
Group Health Insurance		35,000.00
Streets and Roads - S & W	15,000.00	
Streets and Roads - O/E		15,000.00
Garbage and Trash Removal - O/E	5,000.00	
Recreation - S & W	15,000.00	
Parks & Playgrounds - O/E	13,000.00	
Fuel Oil		3,000.00
Fuel for Motor Vehicles		5,000.00
Landfill Disposal Costs	10,000.00	
Social Security System		2,000.00
	<u>\$ 78,000.00</u>	<u>\$ 78,000.00</u>

BE IT FURTHER RESOLVED by the governing body of the Borough of Keyport that transfers of appropriations in the amount of \$40,000 be made between the 2021 budget appropriations of the Municipal Water-Sewer Utility as follows:

<u>Budget Appropriation</u>	<u>From</u>	<u>To</u>
Other Expenses	\$ 33,000.00	
Acquisition of Water		\$ 40,000.00
Social Security	7,000.00	
	<u>\$ 40,000.00</u>	<u>\$ 40,000.00</u>

OFFERED:
 SECONDED:
 AYES:
 NAYS:
 ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of a Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Meeting of December 7, 2021

 Michele Clark, RMC
 Borough Clerk

R 249-21

RESOLUTION #__-21

AUTHORIZING SICK DAY BUY BACK FOR NON-UNION EMPLOYEES

-PLACEHOLDER-

**THIS RESOLUTION WILL BE FORWARDED SEPARATELY
AFTER REVIEW BY LABOR COUNSEL**

RESOLUTION #___-21**AUTHORIZING THE APPOINTMENT OF A CLASS II SPECIAL LAW
ENFORCEMENT OFFICER – Kelly Plath**

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

WHEREAS, N.J.S.A. 40A:14-146.8 et seq. authorizes the appointment of Special Law Enforcement Officers (SLEO) for terms not to exceed one (1) year, including the appointment of special officers classified as “Class Two” who are authorized to exercise the full powers and duties similar to those of a permanent, regularly appointed full-time police officer under the supervision of the Chief of Police; and

WHEREAS, Section 3-10 of the Borough Code provides for the appointment of special law enforcement officers subject to approval by resolution of the Borough Council; and

WHEREAS, the Chief of Police has reviewed the qualifications of Kelly Plath and has recommended his appointment as a Class II Special Law Enforcement Officer and the Borough Administrator, as the designated Appropriate Authority, approves this recommendation.

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

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The appointment of Kelly Plath as a Class II Special Law Enforcement Officer for a term ending June 30, 2022 is hereby approved and shall be compensated at the rate of \$20.00 per hour.
3. The Borough Clerk is directed to forward certified copies of this resolution to the Borough Administrator and Chief of Police.

OFFERED:

SECONDED:

AYES:

NAYS:

ABSTAIN:

ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of December 7, 2021.

Michele Clark, RMC
Borough Clerk

RESOLUTION #___-21**RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT TO EXCEED \$7,165,000 GENERAL OBLIGATION BONDS, CONSISTING OF A \$6,115,000 GENERAL OBLIGATION BOND AND A \$1,050,000 GENERAL OBLIGATION REFUNDING BOND, OF THE BOROUGH OF KEYPORT, AND PROVIDING FOR THE SALE THEREOF TO THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY**

WHEREAS, the Borough of Keyport, a municipal corporation of the State of New Jersey (the "Borough") has determined to issue its general obligation bond in the aggregate principal amount of not to exceed \$1,050,000 (the "General Obligation Bond") authorized by 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;

WHEREAS, the Borough has determined to issue its general obligation refunding bond in the aggregate principal amount of not to exceed \$6,115,000 (the "General Obligation Refunding Bond", together with the General Obligation Bond, the "Bonds") authorized by Refunding Bond Ordinance No. 14-21 finally adopted on November 9, 2021;

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 Authority plans to issue its Governmental Loan Revenue Bonds, Series 2021B (the "Program Bonds") pursuant to a resolution adopted by the Authority on November 4, 2021 (the "Program Resolution"), and is authorized to purchase the Bonds; and

WHEREAS, the Borough has authorized its participation in the Program and sale of the Bonds to the Authority pursuant to Resolution No. 237-21 adopted on November 9, 2021.

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

Section 1. Authorization for the Bonds and Projects to be Funded.

(a) Pursuant to the Local Bond Law and by virtue of Resolution No. 236-21, the Borough hereby authorizes the sale and issuance of the General Obligation Bond in the aggregate principal amount not to exceed \$6,115,000 to pay \$5,450,000 outstanding bond anticipation notes of the Borough due on March 8, 2022 and to issue new money bonds in the amount of \$665,000 for general improvements.

(b) Pursuant to the Local Bond Law and by virtue of Refunding Bond Ordinance No. 14-21, the Borough hereby authorizes the sale and issuance of the General Obligation Refunding Bond in the aggregate principal amount not to exceed \$1,050,000 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. Details of the Bonds.

(a) The Bonds shall be dated the date of delivery and shall mature on December 1 in the principal amounts as set forth in the Bond Purchase Agreement.

(b) The Bonds are subject to redemption prior to maturity, as set forth in the Bonds.

(c) The Bonds shall bear interest from the date of issuance at the rates per annum set forth in the Bond Purchase Agreement, accruing semiannually on each June 1 and December 1 and payable on each May 15 and November 15 prior to each such June 1 and December 1, commencing June 1, 2022 in each year until maturity (the "Interest Payment Dates"). Interest is payable to the Authority at the corporate trust office of U.S. Bank National Association, Edison, New Jersey, as Trustee for the Authority's Program Bonds (the "Trustee").

(d) The Bonds, as to principal, will be payable on the 15th day of the month immediately preceding each principal payment date thereof, at the corporate trust office of the Trustee, without the requirement of presentation and surrender thereof, with the proof of payment constituting proof of the retirement of the corresponding amount of principal. Upon the occurrence of an event of default by the Authority under the Program Resolution, which event of default is directly attributable to a default in the payment of the Bond or in any of the terms thereof, or to a default by the Borough under the Bond Purchase Agreement, the Trustee, upon notice to the Borough, may accelerate the principal amount of the Bond, as provided in the Authority's Program Resolution.

(e) The Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the Borough to deliver the Bonds in accordance with the requirements of the Bond Purchase Agreement, and shall have a copy of the approving opinion of JP Capizzi LLC, Union City, New Jersey ("Bond Counsel") attached thereto:

No. _____

**UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF MONMOUTH**

**BOROUGH OF KEYPORT
GENERAL OBLIGATION [REFUNDING] BOND**

DATE OF
ORIGINAL
ISSUE: December __, 2021

BOROUGH OF KEYPORT, hereby acknowledges itself indebted and for value received promises to pay to

THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY (the "Authority")
c/o _____, NATIONAL ASSOCIATION (the "Trustee")

the principal sums on the dates and in the amounts set forth on Schedule A attached hereto and made a part hereof and to pay interest on such sum from the DATE OF ORIGINAL ISSUE of this bond until payment in full at the interest rates per annum and in the amounts shown on Schedule A attached hereto and made a part hereof. Interest is payable to the Authority at the corporate trust office of the Trustee on the May 15 and November 15 prior to each June 1 and December 1, commencing June 1, 2022, in an amount equal to the interest accruing to each such June 1 and December 1. This bond as to principal will be payable on the 15th day of the month immediately preceding the due date therefor at the corporate trust office of the Trustee. Amounts not paid when due hereunder shall bear interest at the Late Payment Rate until paid. This bond shall be prepayable as set forth in Section ____ of the bond resolution adopted by the Authority on November 4, 2021 (as the same may be supplemented and amended, the "Bond Resolution").

Both principal of and interest on this bond is payable in lawful money of the United States of America and in immediately available funds.

As used herein, "Business Day" shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State of New Jersey or the State of New York or a day on which the Trustee is legally authorized to close. "Late Payment Rate" shall mean a rate per annum equal to the lower of (i) 3% above the interest rate that JP Morgan Chase publicly announces from time to time as its prime lending rate, such interest rate to change on the effective date of each announced change in such rate and (ii) the maximum interest rate allowed by law.

[The bonds maturing on or prior to _____ 1, 20__ are not subject to redemption prior to their stated maturities. The bonds maturing on or after _____ 1, 20__ are subject to redemption at the option of the _____ on or after _____ 1, 20__ upon notice as described in a bond resolution adopted by the Authority on November 4, 2021, either in whole or in part by lot within a single maturity from maturities selected by the Borough, on any date, at a redemption price equal to 100% of the principal amount thereof (the "Redemption Price"), plus in each case accrued interest to the date fixed for redemption.]

[This Bond is one of an authorized issue of bonds. This Bond is issued pursuant to the Local Bond Law of New Jersey and is authorized by Resolution No. 236-21 of the Borough adopted on November 9, 2021 (the bond ordinances, referred to therein, each in all respects duly approved and published as required by law); Resolution No. 237-21 of the Borough adopted on November 9, 2021; and Resolution No. ____ of the Borough adopted on December __, 2021, each in all respects duly approved.]

[This Bond is one of an authorized issue of bonds. This Bond is issued pursuant to the Local Bond Law of New Jersey and is authorized by Refunding Bond Ordinance No. 14-21 of the Borough finally adopted on November 9, 2021; Resolution No. 237-21 of the Borough adopted on November 9, 2021; and Resolution No. ____ of the Borough adopted on December __, 2021, each in all respects duly approved and published as required by law.]

The full faith and credit of the Borough of Keyport are hereby irrevocably pledged for the punctual payment of the principal of and the interest on, and all other amounts due under, this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or the statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the Township, is within every debt and other limit prescribed by such Constitution or statutes.

The Borough agrees to pay (i) all costs and expenses (including legal fees) in connection with the administration and enforcement of this Bond and (ii) its share of the amounts payable pursuant to Section ____ of the Bond Purchase Agreement between the Borough and the Authority.

Resolution #____-21
December 7, 2021

IN WITNESS WHEREOF, the Borough has caused this Bond to be executed in its name by the Mayor and the Chief Financial Officer, and its official seal to be affixed hereon and attested to by the Clerk, all as of the Date of Original Issue specified above.

[SEAL]

BOROUGH OF KEYPORT

ATTEST:

By: _____
Mayor

Clerk

By: _____
Chief Financial Officer

ASSIGNMENT

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto

(Please Print or Type Name and Address of Assignee)

the within bond and irrevocably appoints _____, as Attorney,
to transfer this Bond on the registration books of the issuer of this Bond, with full power of
substitution and revocation.

NOTICE: The signature of this assignment
must correspond with the name of the
registered owner as it appears on the face
of this Bond in every particular.

Dated:

Signature of Guarantee:

(f) The Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public or private debts and which constitutes immediately available funds.

Section 3. Form of the Bonds.

(a) The Clerk is hereby authorized and, if necessary or advisable in the opinion of Bond Counsel, directed to cause the applicable CUSIP numbers (if any) assigned to the Bonds by the CUSIP Service Bureau of Standard & Poor's Corporation of New York, New York, to be printed on the Bond.

(b) If the Bonds are mutilated, destroyed, lost or stolen and replaced in accordance with the Local Bond Law, including specifically N.J.S.A. 40A:2-36, the owner thereof shall be responsible for all costs incurred in connection with the replacement thereof, including legal, printing and other related costs.

Section 4. Award of the Bonds and Execution of the Bond Purchase Agreement. The Bonds shall be sold to The Monmouth County Improvement Authority at a purchase price in accordance with the Bond Purchase Agreement to be submitted to the Borough pursuant to this resolution. The Chief Financial Officer is hereby designated to accept the terms in the Bond Purchase Agreement and to execute and deliver the Bond Purchase Agreement on behalf of the Borough; the signature of the Chief Financial Officer on the Bond Purchase Agreement shall constitute the Borough's approval of the same.

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

(a) The Bonds has not been heretofore sold or issued and the authorization proceedings have not been rescinded and now remain in full force and effect as authorization for the aggregate principal amount of the Bonds.

(b) The purpose for which the Bonds have been authorized to be issued is a purpose for which bonds may lawfully be issued pursuant to the Local Bond Law.

(c) Upon the date of delivery of the General Obligation Refunding Bond to the Authority and the payment of the purchase price thereof in accordance with the Bond Purchase Agreement, the Chief Financial Officer is hereby authorized and directed, to deliver to the Authority an Escrow Deposit Agreement relating to the refunded bonds in such form as shall be satisfactory to Bond Counsel.

(d) If the Borough is determined to be an obligated person with respect to the Program Bonds, the Chief Financial Officer is hereby authorized and directed to deliver a Secondary Market Disclosure Undertaking in such form as shall be satisfactory to bond counsel in order to comply with the secondary market disclosure requirements contemplated by Rule 15c2-12 adopted by the United States Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 6. Tax Matters.

(a) The Borough hereby covenants that it will comply with any conditions imposed by the Internal Revenue Code of 1986, as amended, in order to preserve the exemption from taxation of interest on the Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Bonds.

(b) Upon the date of delivery of the Bonds to the Authority and the payment of the purchase price thereof in accordance with the Bond Purchase Agreement, the Chief Financial Officer is hereby authorized and directed, as of the date of issue, to deliver to the Authority an Arbitrage and Tax Certificate with respect to the Bonds in such form as shall be satisfactory to Bond Counsel under and for the purposes of Section 148 of the Code.

Section 7. Security for the Bonds. The Bond shall be general obligations of the Borough, and the Borough's full faith and credit are hereby irrevocably pledged to the punctual payment of the principal of and the interest on, and all other amounts due under the Bonds, according to its terms, and, unless otherwise paid or payment provided for, an amount sufficient for such payment shall be included in each budget and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 8. Delegation of Authority. The Chief Financial Officer is hereby authorized and directed to determine all matters in connection with the Bonds not determined by this resolution, or by the Bond Purchase Agreement, all in consultation with Bond Counsel, and the manual or facsimile signature of the Chief Financial Officer upon the Bonds shall be conclusive as to such determinations. The Mayor, the Clerk, and Chief Financial Officer, or the deputies thereof, are hereby authorized and directed to execute and deliver such documents as are necessary for the issuance and delivery of the Bonds and to take such actions or refrain from such actions as are necessary for the issuance of the Bonds, in consultation with Bond Counsel. The Borough Auditor is authorized to prepare the financial information and other information required by the Authority and necessary in connection with the issuance of the Bonds.

Section 9. Closing and Delivery of the Bond. The closing date shall be fixed by the Authority (the "Closing Date"). The delivery of and payment for the Bonds shall take place at the offices of Bond Counsel, or at such other place as is agreed to by Bond Counsel. At the Closing, the Borough will deliver the Bonds to the Authority or upon its order in definitive or temporary form duly executed, together with the other required documents and, subject to the terms and conditions hereof, the Authority will accept such delivery and pay the aggregate purchase price of the Bonds in immediately available funds.

Section 10. Application of Bond Proceeds. The proceeds of the Bonds shall be used to fund the purposes for which the Bonds have been authorized and to pay the costs of issuance of the Bonds, which costs shall include the Borough's proportionate share of certain costs of issuance associated with the Authority's Program Bonds. Payment of such costs of issuance are hereby authorized and approved and may be disbursed on the Closing Date.

Section 11. Effective Date. This resolution shall take effect immediately.

Resolution #____-21
December 7, 2021

Recorded Vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

The foregoing is a true copy of a resolution adopted by the governing body of the Borough of Keyport on December 7, 2021.

Michele Clark
Clerk

ORDINANCE #__-21

**ORDINANCE OF THE BOROUGH OF KEYPORT, COUNTY OF
MONMOUTH, NEW JERSEY, AMENDING CHAPTER 16 OF THE
REVISED GENERAL ORDINANCES OF THE BOROUGH OF
KEYPORT ENTITLED "STREETS, SIDEWALKS, AND
SANITATION" AT SECTION 16-6 (MANDATORY SEPARATION
OF RECYCLABLE MATERIALS FOR COLLECTION AND
RECYCLING)**

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

WHEREAS, the Borough Council of the Borough (the "**Council**") has determined to amend Chapter 16 (Streets, Sidewalks and Sanitation) at Section 16-6 (Mandatory Separation of Recyclable Materials for Collection and Recycling) to eliminate the position of Deputy Recycling Coordinator to provide for such amendments (additions are underlined, deletions are ~~stricken~~).

NOW THEREFORE, BE IT ORDAINED by the Council that the Revised General Ordinances of the Borough of Keyport, Chapter V be and hereby is amended and supplemented as follows:

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

Section 2. Chapter 16 of the Revised General Ordinances of the Borough of Keyport is hereby amended at sections 16-6.5, 16-6.6, and 16-6.10 to read as follows:

§ 16-6.5 Recycling Coordinator.

- a. The ~~positions~~ position of Recycling Coordinator and ~~Deputy Recycling Coordinator~~ are is hereby created and established within the Borough.
- b. The Recycling Coordinator and ~~Deputy Recycling Coordinator~~ shall be appointed by the Mayor and Council for a term of one year expiring December 31 of each year. The term of the person first appointed as Recycling Coordinator and ~~Deputy Recycling Coordinator~~ shall expire December 31 of the year of that person's appointment.
- c. The Recycling Coordinator, subject to the approval of the Mayor and Council, shall establish and promulgate reasonable rules and regulations as to the manner, days and times for the collection, sorting, transportation, sale and/or marketing of the recyclable material in order to encourage the preservation of material resources while minimizing the cost of the recycling program to the Borough. The Recycling Coordinator's duties shall further include, without limitation, the preparation of such annual or other reports as required by State or County agencies regarding local solid waste and recycling programs, reviewing performance of local schools and municipal agencies in conducting recycling activities, periodic review and submitting recommendations on local subdivision and site

plan submittals and local construction and demolition projects for appropriate solid waste and recycling provisions, reports to the Borough Council on the implementation and enforcement of the provisions of this section, and such other reports or responsibilities as may be requested by the Borough Council.

- d. ~~The Deputy Recycling Coordinator shall assist the Recycling Coordinator in the performance of the duties prescribed for that position and shall act as Recycling Coordinator in the absence of same.~~

§ 16-6.6 Recycling Committee.

- a. Membership; terms.

1. There shall be a Recycling Committee, an advisory committee, which shall meet on a quarterly basis or as needed by circumstance, established pursuant to N.J.S.A. 40A:60-7d, comprised of up to seven members as follows:

Title	Term
Recycling Coordinator	1 year
Deputy Recycling Coordinator	1 year
Council liaison	1 year
Department of Public Works liaison	1 year
Three resident citizen members	3 years

2. The Department of Public Works liaison may also serve as Recycling Coordinator ~~or Deputy Recycling Coordinator~~, in which case the Recycling Committee will consist of ~~six~~ five (5) members. Otherwise, it will consist of ~~seven~~ six (6) members.

- b. The term of each member shall commence on January 1 and expire on December 31 of the final year of the term.
- c. All persons appointed to terms that begin after 2012 shall have three-year terms. Appointments for vacancies of unexpired terms shall be for the remainder of that term.
- d. The powers and duties of the Recycling Committee shall be as follows:
1. Make recommendations to the Mayor and Council concerning the management and promotion of materials recycling in or by the Borough of Keyport, and other issues bearing upon the concerns of this committee.
2. Undertake such projects and activities pertaining to recycling and related environmental and public safety concerns that the Mayor and Council may allow, authorize or direct. Such projects and activities may include the preparation of public notices issued by the Mayor and Council, pursuant to N.J.S.A. 13:1E-99.16f, to notify, at least every six months, all persons occupying residential, commercial, and institutional premises within its municipal boundaries of local recycling opportunities and the source separation requirements of the Borough's recycling program; and

3. Provide an annual report of its activities and projects to the Mayor and Council at the end of each calendar year.

§ 16-6.10 Inspections, enforcement.

The Recycling Coordinator, ~~the Deputy Recycling Coordinator~~, the Property Maintenance Official, ~~the Building Department~~, ~~the Recycling Enforcement or Solid Waste Enforcement Officer~~, the Health Inspector and the Police Department of the Borough, and the Monmouth County Health Department are hereby individually and severally empowered to inspect solid waste and recycling arrangements and compliance at local residences, businesses, schools and institutions, and to enforce the provisions of this section, including through the issuance of summonses and complaints. Inspections may include sorting through curbside containers and opening bagged solid wastes to detect the presence of any recyclable materials.

Whenever such an official determines that there has been a violation of any provision of this Chapter, he or she may issue a summons or he or she may give notice of the violation to the person or persons or entities responsible under this Chapter. Such notices shall be in writing and shall include a concise statement of the reasons for issuance.

Such notice shall be deemed properly and sufficiently served if, either:

- a. A copy thereof is sent by registered or certified mail to the last known address of the person or entity upon which the same is served, as shown on the current tax records of the Borough of Keyport;
- b. A copy thereof is handed to said person or to their tenant, lessee, agent, servant, employee, family member or occupant at that location of the within violation; or
- c. A copy thereof is left at the usual place of abode or office of said person or entity or at the location where the violation has taken place.

Notice shall be given as aforesaid, within or without the Borough. The notice shall also state that, unless the violation is abated, removed, cured or prevented within two days of the date of service of such notice (exclusive of the date of service), a summons shall be issued for such violation. The official may at the time he or she issues the notice, extend the period for compliance for the violation stated for a period not to exceed 10 additional days, if, in his or her judgment, the abatement, removal or cure of the condition violated cannot be reasonably effected within the two-day period. In the event the violation is not abated, removed, cured or prevented within the period of time specified herein, a summons shall issue against the person, persons, entity or entities so notified.

Section 3. All Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed.

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

Section 5. Except as amended by this ordinance, all other provision of the Borough's Revised General Ordinances shall remain in full force and effect.

Section 6. The Borough Clerk is hereby directed, upon adoption of the ordinance after public hearing thereon, to publish notice of the passage thereof.

Section 7. This ordinance shall be in full force and effect from and after its adoption and any publication according to law.

Introduced:
Public Hearing:
Adopted:

Michele Clark, RMC, Borough Clerk

Collette J. Kennedy, Mayor

Comm #1



Borough of Keyport
70 West Front Street
Keyport NJ 07735

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

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

RECEIVED
NOV 29 2021

Date Received _____ Date of Response _____

Property requested waterfront pavilion

Organization Name/Purpose _____

Name Gabriella Conditto

Address [REDACTED]

Telephone Number: [REDACTED] Fax Number _____

Email Address: [REDACTED]

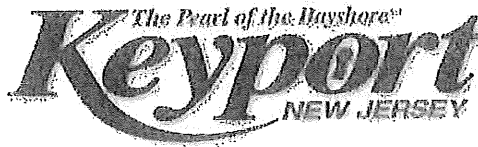
Type of Event wedding ceremony
Date of Event 12/10/21 Time of Event 6pm
No of People Attending 20

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	paid \$100 M.O.
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

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

RECEIVED
NOV 08 2021

Date Received _____ Date of Response _____
Property requested Keyport Public Library Grounds
Organization Name/Purpose FRIENDS of the Library - Holiday Decoration
Name Alexandra Yanask / Gwen Heffron
Address 109 BROAD ST Keyport NJ
Telephone Number: [REDACTED] Fax Number _____
Email Address: keyportlibraryfriends@hotmail.com

Type of Event Volunteer / Decorate for Holidays
Date of Event 11/27/21 ~~or 12/11/21~~ Time of Event 10-12p
No of People Attending 10

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

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

NOV 09 2021

Date of Response ~~11/8/201~~

Property requested by:

A 6ft. wide by 3 ft deep portion of the uppermost Mnl-Park by the eastern railings Wisconsin State Capitol Rotunda

Organization Name/Purpose

Freedom From Religion Foundation's Winter Solstice - Bill of Wisconsin State Capitol Rotunda Rights Display

Name Patrick Trischitta

Address

[REDACTED]

Telephone Number:

[REDACTED]

Fax Number none

Email Address:

[REDACTED]

Type of Event*

Date of Event **

Time of Event

No of People Attending

Fee Schedule

Borough Property

Minimum
3 Hours

Additional
Per Hour

Senior Center

\$23.00

\$5.75

Borough Hall Council Room

\$23.00

\$5.75

OTHER

Waterfront Pavilion/Promenade

\$100.00

Pictures at Pavilion/Promenade

\$100.00

Beach Park

\$100.00

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

* Display - WINTER SOLSTICE/BILL OF RIGHTS NATIVITY
* * Display requested to be in place through December 31, 2021



FREEFRO-01

NHANSOHN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2021

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

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

PRODUCER Hausmann-Johnson Insurance, Inc. 740 Regent Street 4th Floor PO Box 259408 Madison, WI 53725-9408	CONTACT NAME: PHONE (A/C, No, Ext): (608) 257-3795 FAX (A/C, No): (608) 257-4324 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Freedom From Religion Foundation, Inc. PO Box 750 Madison, WI 53701	INSURER A: Cincinnati Specialty Underwriters Insurance Co	NAIC # 13037
	INSURER B: Cincinnati Insurance Company	10677
	INSURER C: Hanover Insurance Company	36064
	INSURER D: Atlantic Specialty Ins Co	27154
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		CSU0073085	8/3/2021	8/3/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EBA0342183	8/3/2021	8/3/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 0			CSU0073086	8/3/2021	8/3/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000 X PER STATUTE OTH-ER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WZ1D96068804	8/3/2021	8/3/2022	E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liab			MEP2568221	5/9/2021	5/9/2022	Occ/Agg \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Bill of Rights Nativity display at the Mini Park in Keyport, NJ (55 W. Front Street, Keyport NJ 07735). Display Dates are: November 27 - December 32, 2021

The Borough of Keyport, NJ is an additional insured with respect to commercial general liability when required in written agreement.

CERTIFICATE HOLDER

CANCELLATION

The Borough of Keyport, NJ

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

AUTHORIZED REPRESENTATIVE

Jell Hume



At this Season of the
WINTER SOLSTICE

Join us in honoring the
Bill of Rights, adopted
on December 15, 1791,
which reminds us there
can be no religious
freedom without the
freedom to dissent.

Keep religion and
government separate!

FFRF.ORG
FREEDOM FROM RELIGION FOUNDATION

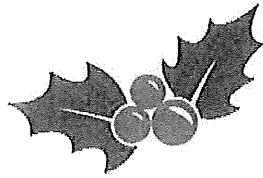
"The Founding Fathers"

This decoration, paid for and erected by the
Religion Foundation and its Metropolitan
was designed by artist Jacob Fortin to ho
our nation's Bill of Rights, which was
December 15th, 1791.

This display in no way represents the
the Arlington Heights Park Distr

www.ffrf.org

Holiday
Season



At this Season of the
WINTER SOLSTICE

Join us in honoring the
Bill of Rights, adopted
on December 15, 1791,
which reminds us there
can be no religious
freedom without the
freedom to dissent.

Keep religion and
government separate!

FFRF.ORG

FREEDOM FROM RELIGION FOUNDATION

Comm#4

RECEIVED
NOV 18 2021

Mayor and Council
Borough of Keyport

BY:

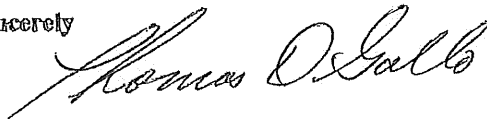
Keyport, New Jersey 07735

This is to advise you that at the last regular meeting of EAGLE HOSE Company
Held 10/11/21 the membership accepted the resignation of WALTER SCHAUB
as an active member.

Please be advised at that same meeting JAYDEN GRAHAM residing at [REDACTED]
[REDACTED] Keyport, NJ 07735 was accepted to membership.

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

Sincerely



Secretary

Cc:
Keyport Firemen's Relief Association
Robert M Polling, Secy.
39 Oak Street
Keyport, New Jersey 07735

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

Comm#5

RECEIVED
NOV 18 2021

BY:

Mayor and Council
Borough of Keyport

Keyport, New Jersey 07735

This is to advise you that at the last regular meeting of FIRE PATROL Company
Held 11/9/21 the membership accepted the resignation of JOSEPH ROWISH
as an active member.

Please be advised at that same meeting FRANK TRYKOWSKI residing at [REDACTED]
[REDACTED] Keyport, NJ 07735 was accepted to membership.
07747

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

Sincerely

Thomas D Gallo 11/17/21

Secretary

Cc:
Keyport Firemen's Relief Association
Robert M Poling, Secy.
39 Oak Street
Keyport, New Jersey 07735

Comm# 6

RECEIVED
NOV 18 2021

Mayor and Council
Borough of Keyport

BY: _____

Keyport, New Jersey 07735

This is to advise you that at the last regular meeting of FIRE PATROL Company
Held 11/9/21 the membership accepted the resignation of OPEN SPACE
as an active member.

Please be advised at that same meeting CRAIG TRYKOWSKI residing at [REDACTED]
[REDACTED] Keyport, NJ 07735 was accepted to membership.

07747

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

Sincerely

Secretary

Thomas O'Gall 11/17/21

Cc:

Keyport Firemen's Relief Association
Robert M Polling, Secy.
39 Oak Street
Keyport, New Jersey 07735

ASSOCIATION #	COMPANY #	LINE #
FOR STATE OFFICE USE ONLY		

**New Jersey State
Firemen's Association
Application for Membership**

Form 100 - REV 5/19

Date _____

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

Keyport Fire Patrol Keyport Fire Department
Fire Company Name Fire Department Name

Applicant Name Craig Trykowski
First Middle Initial Last Suffix
Home Address 18
Street Municipality Zip Code # of years

Date of Birth Birth Place Brooklyn NY SS # (REQUIRED)

Applicant Phone Number Applicant Email Address t (REQUIRED)

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

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

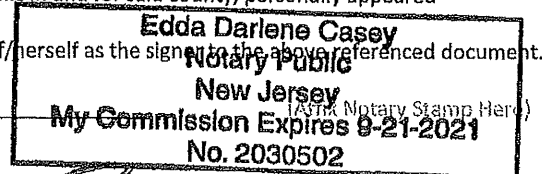
Signature of Applicant (witnessed by a Notary Public): Craig Trykowski

State of New Jersey, County of Monmouth

On July 28, 2021 before me, Edda Darlene Casey, Notary Public in and for said county, personally appeared Craig Trykowski, (signer) who has satisfactorily identified himself/herself as the signer of the above referenced document.

My Commission Expires: 9-21-21

Notary Public Signature



Robert M. Palocz
Signature of Relief Association Secretary

[Signature]
Signature of Chief of Department

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

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

Signature of Municipal Clerk/Board of Fire Commissioners: _____

- 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.V. 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.

Michele Clark

Subject: FW: Resignation

From: Christine Matarese <[REDACTED]>

Sent: Sunday, November 21, 2021 5:49 PM

Subject: Resignation

Over a decade of serving the Keyport Community, I'm resigning my seat on Keyport Recreation. I would like to thank you for having me as part of the team. It was a pleasure to be part of so many years of great events and work with so many great people...& the accomplishment of the Keyport Skate Park was the best! I appreciate all the time, patience, and support over the many years. I would love to see the Keyport Skate Jam continue for the kids, and I will help in any way to ensure a smooth transition.

I have been fortunate to have been a part of this charitable group, and I wish you continued success.

Yours Truly,
Christine Matarese

--

Christine Matarese

WARNING - EXPORT CONTROLLED DOCUMENT

This e-mail may contain information or technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, Et Seq.) or the Export Administration Act of 1979, as amended, (Title 50, U.S.C., App. 2401, Et. Seq.). Transfer of this data by any means to a foreign person, whether in the U.S. or abroad, without an export license or other U.S. Government authorization is prohibited.

RESOLUTION # 252-21

**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 contract negotiations involving 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 December 7, 2021.

Michele Clark, RMC
Borough Clerk