

**BOROUGH OF KEYPORT
REGULAR MEETING AGENDA
TUESDAY, MAY 5, 2020 – 7:00 P.M.
MUNICIPAL COMPLEX, COUNCIL CHAMBERS
70 W. FRONT STREET, KEYPORT, NJ**

CALL TO ORDER: PM

SUNSHINE LAW NOTICE

ROLL CALL: Councilmembers

Michele Clark, Borough Clerk
Cooper Fotopoulos Goode
McDermott Pacheco Sheridan
Mayor Collette J. Kennedy
Thomas Henshaw, Acting Borough Administrator
Mark Moon, Esq., Borough Attorney

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

PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

Moment of Silence in memory of Union Beach Mayor Paul J. Smith, Jr.

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.)*

R146-20 Payment of Bills

R147-20 Authorizing Adoption of Two-Year Option Extending the Contract for Solid Waste and Recyclable
Materials Collection and Disposal – Suburban Disposal

R148-20 Authorizing Execution of License Agreement with V&C Hartley Fishing, LLC for the Operation of
Charter Fishing Boat

R149-20 Authorizing Execution of Concession Agreement with Funnee Girl Dogs, LLC

R150-20 Authorizing Execution of License Agreement with A Canoe to You, LLC for the Borough Owned
Boathouse on the Waterfront

R151-20 Authorizing Execution of License Agreement for Installation of Mural Art at 2 West Front Street

R152-20 Authorizing Retention of Mural Artist as Part of the Borough's Implementation of the Neighborhood
Preservation Program Plan

R153-20 Authorizing Execution of Agreement to Retain Millennium Strategies, LLC to Provide Consultation
for Application for Reimbursement of Emergency Funds Expended During the COVID-19 Virus
State of Emergency through the Federal Emergency Management Agency and Other Agencies

R154-20 Authorizing Application for the Municipal Aid Grant Program Offered by the New Jersey
Department of Transportation

R155-20 Authorizing Application for the Safe Streets to Transit Grant Program Offered by the New Jersey
Department of Transportation

R156-20 Authorizing Application for the Bikeways Grant Program Offered by the New Jersey Department of
Transportation

R157-20 Authorizing Appointment of Denise Nellis as Recreation Secretary

R158-20 Authorizing Execution of the Fiscal Year 2021-2023 Interlocal Agreement with Monmouth County
for Participation in the Community Block Development Program

R159-20 Resolution of the Borough of Keyport, County of Monmouth, New Jersey Regarding Certification of Compliance with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964"

APPROVAL OF RESOLUTIONS

Motion on the Consent Agenda

MM: 2nd: Roll Call: Cooper, Fotopoulos, Goode, McDermott, Pacheco, Sheridan

INTRODUCTION OF ORDINANCES

1. Ordinance – COLA Rate Ordinance

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

1a. Motion to introduce:

MM: 2nd: Roll Call: Cooper, Fotopoulos, Goode, McDermott, Pacheco, Sheridan

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

MM: 2nd: Ayes: Nays:

2. Ordinance – Revising Borough Public Bench Sponsorship Program

The Clerk reads the Ordinance by Title: **ORDINANCE OF THE BOROUGH OF KEYPORT, COUNTY OF MONMOUTH, NEW JERSEY, REVISING THE BOROUGH OF KEYPORT PUBLIC BENCH SPONSORSHIP PROGRAM**

2a. Motion to introduce:

MM: 2nd: Roll Call: Cooper, Fotopoulos, Goode, McDermott, Pacheco, Sheridan

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

MM: 2nd: Ayes: Nays:

INTRODUCTION OF 2020 MUNICIPAL BUDGET

1. RESOLUTION #R160-20 - Introducing the 2020 Municipal Budget

The Clerk reads the Budget by Title: **MUNICIPAL BUDGET OF THE BOROUGH OF KEYPORT, COUNTY OF MONMOUTH, NEW JERSEY FOR THE YEAR 2020**

Off: 2nd: Roll Call: Cooper, Fotopoulos, Goode, McDermott, Pacheco, Sheridan

Motion authorizing the Clerk to publish the Budget Summary as introduced for a Public Hearing to be held June 16, 2020.

MM: 2nd: Ayes: Nays:

COMMUNICATIONS BY CONSENT

(For Approval)

1. Email from New Jersey Natural Gas requesting status of street opening permit application for Chingarora Avenue between 3rd and 4th Streets.

(To Receive and File)

None

APPROVAL and/or RECEIPT AND FILE OF COMMUNICATIONS

Motion on Communications by Consent

MM: 2nd: Roll Call: Cooper, Fotopoulos, Goode, McDermott, Pacheco, Sheridan

APPROVAL OF MINUTES

April 29, 2020 Emergency Meeting Minutes

MM: 2nd: Ayes: Nays:

NEW BUSINESS

UNFINISHED BUSINESS

ATTORNEY'S REPORT

PUBLIC COMMENT PORTION

The Meeting is opened to the public for comments.

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

Opened: Closed:

ADJOURNMENT

Motion to Adjourn moved by: 2nd:

Time of Adjournment: PM

RESOLUTION FOR THE PAYMENT OF BILLS

5/5/20
R146-20

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

NUMBER OF VOUCHERS	BANK ACCOUNT	AMOUNT
See attached listing	CURRENT ACCT.	\$ 692,613.70
	WATER/SEWER ACCT.	\$ 67,343.17
	GENERAL CAPITAL ACCT.	\$ 239,358.61
	REC. BAYFRONT IMPROVEMENT	\$ 50.00
	UNEMPLOYMENT TRUST	\$ 9,156.01
	OPEN SPACE TRUST ACCT.	\$ 1,519.00
	DEVELOPER ESCROW ACCT.	\$ 9,217.68

AUTHORIZED PER RESOLUTION

PASSED:

APPROVED:

MAYOR COLLETTE KENNEDY

ATTEST:

MICHELE CLARK, BOROUGH CLERK

OFFERED BY:

SECOND BY:

ROLL CALL VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

I, MICHELE CLARK, BOROUGH CLERK HEREBY CERTIFY THIS TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF KEYPORT AT THE _____ MEETING OF MAY 5, 2020.

MICHELE CLARK, BOROUGH CLERK

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Project Total
CURRENT FUND BUDGET	0-01	688,182.06	0.00	0.00	0.00
WATER/SEWER OPERATING BUDGET	0-09	67,343.17	0.00	0.00	0.00
	0-13	0.00	0.00	0.00	0.00
Year Total:		755,525.23	0.00	0.00	9,217.68
					9,217.68
CURRENT FUND BUDGET	9-01	3,320.49	0.00	0.00	0.00
GENERAL CAPITAL FUND	C-04	239,358.61	0.00	0.00	0.00
FEDERAL AND STATE GRANTS	G-01	1,111.15	0.00	0.00	0.00
REC BAYFRONT IMPROVEMENT TRUST	T-14	50.00	0.00	0.00	0.00
UNEMPLOYMENT TRUST FUND	T-17	9,156.01	0.00	0.00	0.00
OPEN SPACE TRUST FUND	T-20	1,519.00	0.00	0.00	0.00
Year Total:		10,725.01	0.00	0.00	0.00
					1,519.00
					10,725.01
Total of All Funds:		1,010,040.49	0.00	0.00	9,217.68
					1,019,258.17

5/5/20 List

Current

\$ 692,613.70

Payroll To Be Added

Project Description	Project No.	Project Total
Hudson Pointe @ Keyport, LLC	HUDPT-ESC	7,367.78
Longview Ventures-Boatworks	LONGWV-ESC	162.00
Mystic @ Keyport-Subdivision	PB17-01ESC	576.90
Baron Builders LLC-Subdivision	PB18-03ESC	1,111.00
Total of All Projects:		<u>9,217.68</u>

P.O. Type: All									
Range: First									
Format: Detail without Line Item Notes									
Include Non-Budgeted: Y									
Include Project Line Items: Yes									
to Last									
First Enc Date Range: First to 12/31/20									
Open: N Paid: N Void: N									
Rcvd: N Held: N Aprv: Y									
Bid: Y State: Y Other: Y Exempt: Y									
Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type	Description
Item Description									
AS004 APOLLO SEWER & PLUMBING, INC.									
20-00696 03/31/20 INV. 65642 TELEWISE SEWER LINE						450.00	0-09-55-502-264	B	Services, Misc.
1 3/24/20 PROVIDE SERVICE TO								A	03/31/20 04/29/20
Vendor Total:						450.00			
AR009 ARANEJO, BARBARA									
20-00801 04/20/20 REFUND: 3/20 ATLANTIC CITY TRIP						25.00	0-01-55-001-000-010	B	Senior Center Trips/Events
1 REFUND: 3/20 ATLANTIC CITY TRIP								A	04/20/20 04/29/20
Vendor Total:						25.00			
AP002 ASBURY PARK PRESS									
20-00849 04/27/20 AD 0004119699 ADOPT ORD. POLICE						18.00	0-01-20-120-120-201	B	Legal Advertising
1 AD 0004119699 ORD. ADOPTION						35.00	0-01-20-120-120-201	A	04/27/20 04/29/20
2 AFFIDAVIT OF PUBLICATION						53.00		A	04/27/20 04/29/20
Vendor Total:						53.00			
AP003 AUTOMATIC PROTECTION SYSTEMS									
20-00670 03/26/20 INV. 25296 ANNUAL INSPECTION						1,920.00	0-01-26-310-310-264	B	Services, Misc.
1 PERFORMED ANNUAL INSPECTION ON								A	03/26/20 04/29/20
Vendor Total:						1,920.00			
BB002 BAXTER, BEVERLY									
20-00117 01/16/20 2020 ARTS & CRAFTS CLASSES						111.15	G-01-41-708-016-301	B	Office on Aging Grant - 2020
4 3/20 CLASSES								A	01/16/20 04/30/20
Vendor Total:						111.15			

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Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/chk	First Rcvd	Chk/Void	1099
								Enc Date Date	Date	Excl
									Invoice	
BP004	BEACON PLANNING & CONSULTING									
	20-00588 03/20/20 INV. 35-09-19 HUDSON POINTE									
	1 INV. # 35-09-19 HUDSON POINTE	707.50	HUDPT-ESC			P Hudson Pointe @ Keyport, LLC	A	03/20/20	04/29/20	N
	20-00589 03/20/20 INV. 29-03-20 HUDSON POINTE									
	1 INV. 29-03-20 HUDSON POINTE	1,322.50	HUDPT-ESC			P Hudson Pointe @ Keyport, LLC	A	03/20/20	04/29/20	N
	Vendor Total:	2,030.00								
BP024	BORO OF KEYPORT, PAYROLL ACCT.									
	20-00866 04/30/20 5/20 HEALTH INS/PRESCRIPTIONS									
	1 5/20 HEALTH INS/PRESCRIPTIONS	41,301.50	0-01-23-220-220-261			B Health Insurance	A	04/30/20	04/30/20	N
	2 5/20 HEALTH INS/PRESCRIPTIONS	10,325.38	0-09-55-502-502-261			B Health Insurance	A	04/30/20	04/30/20	N
	Vendor Total:	51,626.88								
BP034	BOWEN, RUTH									
	20-00796 04/17/20 REFUND: 3/20 ATLANTIC CITY TRIP									
	1 REFUND: 3/20 ATLANTIC CITY TRIP	25.00	0-01-55-001-000-010			B Senior Center Trips/Events	A	04/17/20	04/29/20	N
	Vendor Total:	25.00								
BR026	BRIDGE AUTO SUPPLY									
	20-00655 03/26/20 INV. 185307, 185227 GLOVES									
	1 360-113 NITRILE DISPOS GLOVE	199.90	0-01-26-290-290-215			B Janitorial Supplies	A	03/26/20	04/29/20	N
	Tracking Id: COVID 19									
	2 360-113 NITRILE DISPOS GLOVE	199.90	0-01-26-290-290-215			B Janitorial Supplies	A	03/26/20	04/29/20	N
	Tracking Id: COVID 19									
	Vendor Total:	399.80								
BR030	BROAD AND FIRST LLC									
	20-00726 04/07/20 PUT IN 2 SHOWER STALLS(POLICE)									
	1 PUT IN TWO SHOWERS IN THE	3,500.00	0-01-26-310-310-264			B Services, Misc.	A	04/07/20	04/29/20	N

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[illegible]

Vendor # Name	PO # PO Date Description	Item Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
Continued												
CB001	CUSTOM BANDAG, INC.	20-00695 03/31/20 INV. 40204125 TIRES CAR # 12		540.00	0-01-25-240-240-214	B Motor Vehicle Parts	A	03/31/20	04/30/20			N
		1 GDV -245/55R18 EAGLE RS-A										
		Vendor Total:		934.83								
DEARBORN LIFE INSURANCE CO.												
FD002	DEARBORN LIFE INSURANCE CO.	20-00842 04/27/20 5/20 LIFE INSURANCE		291.51	0-01-23-220-220-261	B Health Insurance	A	04/27/20	04/30/20			N
		1 5/20 LIFE INSURANCE		72.88	0-09-55-502-502-261	B Health Insurance	A	04/27/20	04/30/20			N
		2 5/20 LIFE INSURANCE		364.39								N
		Vendor Total:		364.39								
DELEON, MARIA												
DE023	DELEON, MARIA	20-00804 04/20/20 REFUND: 3/20 ATLANTIC CITY TRIP		25.00	0-01-55-001-000-010	B Senior Center Trips/Events	A	04/20/20	04/29/20			N
		1 REFUND: 3/20 ATLANTIC CITY TRIP										
		Vendor Total:		25.00								
DENTAL SERVICES ORGANIZATION,												
DE017	DENTAL SERVICES ORGANIZATION,	20-00734 04/13/20 5/20 DENTAL INSURANCE		682.23	0-01-23-220-220-261	B Health Insurance	A	04/13/20	04/29/20			N
		1 5/20 DENTAL INSURANCE		170.56	0-09-55-502-502-261	B Health Insurance	A	04/13/20	04/29/20			N
		2 5/20 DENTAL INSURANCE		852.79								
		Vendor Total:		852.79								
DIRECT ENERGY BUSINESS												
DI007	DIRECT ENERGY BUSINESS	20-00820 04/21/20 INV. HS01806152 CONS. FIRE		274.82	0-01-31-446-446-256	B Natural Gas	A	04/21/20	04/29/20			N
		1 INV. HS01806152 CONS. FIRE										
		Vendor Total:		274.82								
HS01806153 DPW METER 18												
		20-00821 04/21/20 INV. HS01806153 DPW METER 18		60.75	0-01-31-446-446-256	B Natural Gas	A	04/21/20	04/29/20			N
		1 INV. HS01806153 DPW METER 18		60.74	0-09-55-502-502-256	B Natural Gas	A	04/21/20	04/29/20			N
		2 INV. HS01806153 DPW METER 18		121.49								

Vendor # Name	PO # PO Date Description	Item Description	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date Date	Invoice Date	1099 Excl
DI007 DIRECT ENERGY BUSINESS											
Continued											
20-00822 04/21/20 INV. HS01806154 DPW METER 19											
	1 INV. HS01806154 DPW METER 19		76.17	0-01-31-446-446-256		B Natural Gas	A	04/21/20	04/29/20		N
	2 INV. HS01806154 DPW METER 19		76.17	0-09-55-502-502-256		B Natural Gas	A	04/21/20	04/29/20		N
			152.34								
20-00823 04/21/20 INV. HS01806155 BORO HALL											
	1 INV. HS01806155 BORO HALL		105.35	0-01-31-446-446-256		B Natural Gas	A	04/21/20	04/29/20		N
	2 INV. HS01806155 BORO HALL		51.89	0-09-55-502-502-256		B Natural Gas	A	04/21/20	04/29/20		N
			157.24								
	Vendor Total:		705.89								
FI010 FIRE FIGHTER ONE											
19-02423 12/31/19 INV. SI-00506716											
	1 HAR-HSF50-45NHLH, STORZ		197.22	9-01-25-265-265-235		B Fire and Safety Equipment	A	12/31/19	04/30/20		N
	2 HF50XL550SX45NFI, SNAP-TITE		442.75	9-01-25-265-265-235		B Fire and Safety Equipment	A	12/31/19	04/30/20		N
	3 FDX-FDXL100-13W, FDXL00		313.50	9-01-25-265-265-235		B Fire and Safety Equipment	A	12/31/19	04/30/20		N
	4 HAR-H220-50-25NH, 2-WAY		322.92	9-01-25-265-265-235		B Fire and Safety Equipment	A	12/31/19	04/30/20		N
	5 AAH-8017X50015N, NATIONAL 8D		126.10	9-01-25-265-265-235		B Fire and Safety Equipment	A	12/31/19	04/30/20		N
	6 SHIPPING & DELIVERY FEES		15.00	9-01-25-265-265-235		B Fire and Safety Equipment	A	12/31/19	04/30/20		N
			1,417.49								
	Vendor Total:		1,417.49								
FR008 FRALLEONE, FRANCESCA											
20-00803 04/20/20 REFUND:3/20 ATLANTIC CITY TRIP											
	1 REFUND:3/20 ATLANTIC CITY TRIP		25.00	0-01-55-001-000-010		B Senior Center Trips/Events	A	04/20/20	04/29/20		N
	Vendor Total:		25.00								
GF012 GEORGE, FRANCES											
20-00811 04/20/20 REFUND:1/20 ATLANTIC CITY TRIP											
	1 REFUND:1/20 ATLANTIC CITY TRIP		25.00	0-01-55-001-000-010		B Senior Center Trips/Events	A	04/20/20	04/29/20		N

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
GE012 GEORGE, FRANCES											
	20-00811 04/20/20 REFUND:1/20 ATLANTIC CITY TRIP	Continued									
	2 NON MEMBER FEE		5.00	0-01-55-001-000-010	B Senior Center Trips/Events	A	04/20/20	04/29/20			N
			30.00								
	Vendor Total:		30.00								
RG004 GIANGASPRO, ROSE											
	20-00807 04/20/20 REFUND:3/20 ATLANTIC CITY TRIP		25.00	0-01-55-001-000-010	B Senior Center Trips/Events	A	04/20/20	04/29/20			N
	1 REFUND:3/20 ATLANTIC CITY TRIP		25.00								
	Vendor Total:		25.00								
GR021 GREENE, ELAINE											
	20-00816 04/20/20 REFUND:3/20 ATLANTIC CITY TRIP		25.00	0-01-55-001-000-010	B Senior Center Trips/Events	A	04/20/20	04/29/20			N
	1 REFUND:3/20 ATLANTIC CITY TRIP		25.00								
	Vendor Total:		25.00								
GT002 GTBM, INC.											
	20-00717 04/06/20 INV. 0000024837 DISINFECTANTS		2,200.00	0-01-26-310-310-215	B Janitorial Supplies	A	04/06/20	04/29/20			N
	1 ASP+, ASEPTIC + SANITIZATION		630.00	0-01-26-310-310-215	B Janitorial Supplies	A	04/06/20	04/29/20			N
	Tracking Id: COVID 19 COVID 19		300.00	0-01-26-310-310-215	B Janitorial Supplies	A	04/06/20	04/29/20			N
	2 SR-450, MISTER FOR ASEPTIC +		3,130.00								
	3 FLEX, INDOOR MISTER FOR										
	Vendor Total:		3,130.00								
GU003 GUARNACCIO, ROSEANN											
	20-00817 04/20/20 REFUND:1/20 ATLANTIC CITY TRIP		25.00	0-01-55-001-000-010	B Senior Center Trips/Events	A	04/20/20	04/29/20			N
	1 REFUND:1/20 ATLANTIC CITY TRIP		25.00								
	Vendor Total:		25.00								
HA031 HAWKSBY, ROBERT											
	20-00808 04/20/20 REFUND:2/20 ATLANTIC CITY TRIP		25.00	0-01-55-001-000-010	B Senior Center Trips/Events	A	04/20/20	04/29/20			N
	1 REFUND:2/20 ATLANTIC CITY TRIP		25.00								

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
HA031 HAWKSBY, ROBERT	20-00808 04/20/20 REFUND:2/20 ATLANTIC CITY TRIP	Continued									
	2 NON MEMBER FEE		5.00	0-01-55-001-000-010	B Senior Center Trips/Events	A	04/20/20	04/29/20			N
			30.00								
	Vendor Total:		30.00								
HD001 HOME DEPOT/GEFC	20-00764 04/16/20 RUBBER SEALER/BUCKET & LID										
	1 GARDNER RUBBER FLEXX CLEAR		59.82	0-01-26-310-310-237	B Other Equipment and Supplies	A	04/16/20	04/30/20			N
	2 HOST 5 GAL HOMER LID (ORANGE)		1.55	0-01-26-310-310-237	B Other Equipment and Supplies	A	04/16/20	04/30/20			N
	3 5 GAL HOME BUCKET		3.25	0-01-26-310-310-237	B Other Equipment and Supplies	A	04/16/20	04/30/20			N
			64.62								
	Vendor Total:		64.62								
20-00852 04/27/20 SUPPLIES BUILD SAFETY SHIELDS											
	1 177 48 96 LEXAN GP		159.00	0-01-26-310-310-237	B Other Equipment and Supplies	A	04/27/20	04/30/20			N
	Tracking Id: COVID 19										
	2 2X4-96" BURRILL PREMIUM FIR		23.52	0-01-26-310-310-237	B Other Equipment and Supplies	A	04/27/20	04/30/20			N
	Tracking Id: COVID 19										
	3 MKE XL RED NITRILE-DIS. CUT 3		19.94	0-01-26-310-310-237	B Other Equipment and Supplies	A	04/27/20	04/30/20			N
	Tracking Id: COVID 19										
	4 WCPG PU GRIP GLOVE HI VTS 3PK		71.76	0-01-26-310-310-237	B Other Equipment and Supplies	A	04/27/20	04/30/20			N
	Tracking Id: COVID 19										
	5 HRS12 12" 12GA HEAVY DUTY		27.84	0-01-26-310-310-237	B Other Equipment and Supplies	A	04/27/20	04/30/20			N
	Tracking Id: COVID 19										
			302.06								
	Vendor Total:		366.68								
JN019 INTEGRATED TECHNICAL SYSTEMS,											
	20-00073 01/10/20 IRIS CONTRACT 1/2020-12/2020										
	6 INV. IN27692 CONTRACT BASE		50.00	T-14-56-850-000-801	B Recreation Bayfront Expenses	A	01/10/20	04/30/20			N
			50.00								
	Vendor Total:		50.00								
JC001 JCP & L COMPANY											
	20-00839 04/27/20 4/20 STREET LIGHTING										
	1 100 008 344 010 4/20 STREET		2,149.09	0-01-31-435-435-253	B Street Lighting	A	04/27/20	04/30/20			N

April 30, 2020
02:14 PM

BOROUGH OF KEYPORT
Purchase Order Listing By Vendor Name

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Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	1099
								Date	Date	Date	Excl
LI010 LIEBOWITZ, LYNN	20-00799 04/20/20 REFUND:3/20 ATLANTIC CITY TRIP	1 REFUND:3/20 ATLANTIC CITY TRIP	25.00	0-01-55-001-000-010	B Senior Center Trips/Events	A		04/20/20	04/29/20		N
	Vendor Total:		25.00								
LU001 LUMBER SUPER MART	20-00730 04/09/20 INV. 1181 PLAYGROUND MULCH	1 PLAYGROUND MULCH	800.00	0-01-28-375-237	B Other Equipment and Supplies	A		04/09/20	04/29/20		N
	Vendor Total:		800.00								
MA060 MAKOWKA, RICH	20-00810 04/20/20 REFUND:3/20 ATLANTIC CITY TRIP	1 REFUND:3/20 ATLANTIC CITY TRIP	25.00	0-01-55-001-000-010	B Senior Center Trips/Events	A		04/20/20	04/29/20		N
	2 NON MEMBER FEE		5.00	0-01-55-001-000-010	B Senior Center Trips/Events	A		04/20/20	04/29/20		N
	Vendor Total:		30.00								
MA058 MARCH, JUNE	20-00806 04/20/20 REFUND:1/20 ATLANTIC CITY TRIP	1 REFUND:1/20 ATLANTIC CITY TRIP	25.00	0-01-55-001-000-010	B Senior Center Trips/Events	A		04/20/20	04/29/20		N
	Vendor Total:		25.00								
MA059 MASTROMAURO, EMILY	20-00809 04/20/20 REFUND:3/20 ATLANTIC CITY TRIP	1 REFUND:3/20 ATLANTIC CITY TRIP	25.00	0-01-55-001-000-010	B Senior Center Trips/Events	A		04/20/20	04/29/20		N
	2 NON MEMBER FEE		5.00	0-01-55-001-000-010	B Senior Center Trips/Events	A		04/20/20	04/29/20		N
	Vendor Total:		30.00								
MA061 MAZZARELLIO, CATHERINE	20-00813 04/20/20 REFUND:3/20 ATLANTIC CITY TRIP	1 REFUND:3/20 ATLANTIC CITY TRIP	25.00	0-01-55-001-000-010	B Senior Center Trips/Events	A		04/20/20	04/29/20		N

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Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type Charge Account	Acct Type Description	Stat/Chk	Enc Date	Rcvd Date	chk/Void Date	Invoice
MA061 MAZZARIELLO, CATHERINE										
	20-00813 04/20/20 REFUND:3/20 ATLANTIC CITY TRIP	Continued								
	2 NON MEMBER FEE		5.00	0-01-55-001-000-010	B Senior Center Trips/Events	A	04/20/20	04/29/20		N
			30.00							
	Vendor Total:		30.00							
MC060 MC MANIMON, SCOTLAND & BAUMANN										
	20-00586 03/20/20 INV. 168727 HUDSON POINTE									
	1 PROFESSIONAL SERVICES RENDERED		2,106.58	HUDPT-ESC	P Hudson Pointe @ Keyport, LLC	A	03/20/20	04/30/20		N
	20-00587 03/20/20 INV. 169358 HUDSON POINTE									
	1 PROFESSIONAL SERVICES RENDERED		3,231.20	HUDPT-ESC	P Hudson Pointe @ Keyport, LLC	A	03/20/20	04/30/20		N
	Vendor Total:		5,337.78							
MG001 MGL PRINTING SOLUTIONS										
	20-00382 02/27/20 INV. 172025 METER LABELS									
	1 K009-13, METER LABELS PER/1000		717.00	0-09-55-502-502-203	B Printing and Binding	A	02/27/20	04/30/20		N
	2 FREIGHT		34.00	0-09-55-502-502-203	B Printing and Binding	A	02/27/20	04/30/20		N
			751.00							
	Vendor Total:		751.00							
MO053 MORRIS COUNTY PUBLIC SAFETY										
	20-00740 04/13/20 INV. 28697 CLASS-K. BENNETT									
	1 JUVENILE JUSTICE UPDATE		25.00	0-01-25-240-240-222	B Education and Training	A	04/13/20	04/30/20		N
	Vendor Total:		25.00							
DN002 NELLES, DENISE										
	20-00831 04/22/20 2020 REIMB. CONTACTS									
	1 2020 REIMB. CONTACTS		175.00	0-01-23-220-220-261	B Health Insurance	A	04/22/20	04/29/20		N
	Vendor Total:		175.00							

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Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type Charge Account	Acct Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date	Invoice	Excl
N3082 NEW JERSEY AMERICAN WATER	20-00748 04/13/20 3/1/20-3/31/20 WATER SVCS.	1 3/1/20-3/31/20 WATER SVCS.	36,074.05	0-09-55-504-504-000	B ACQUISITION OF WATER	A	04/13/20 04/29/20			N
	2 WATER SERVICE CHARGE		1,280.65	0-09-55-504-504-000	B ACQUISITION OF WATER	A	04/13/20 04/29/20			N
	3 OTHER CHARGES		179.26	0-09-55-504-504-000	B ACQUISITION OF WATER	A	04/13/20 04/29/20			N
			37,533.96							
	Vendor Total:		37,533.96							
N3006 NEW JERSEY AMERICAN WATER	20-00774 04/17/20 01-2301-0160-13 CONS. FIRE	1 01-2301-0160-13 CONS. FIRE	384.22	0-01-31-446-446-256	B Natural Gas	A	04/17/20 04/29/20			N
	20-00775 04/17/20 22-0008-6506-14 BORO HALL	1 22-0008-6506-14 BORO HALL	226.17	0-01-31-446-446-256	B Natural Gas	A	04/17/20 04/29/20			N
	2 22-0008-6506-14 BORO HALL		111.40	0-09-55-502-502-256	B Natural Gas	A	04/17/20 04/29/20			N
			337.57							
	20-00776 04/17/20 03-2326-8486-17 DPW METER 18	1 03-2326-8486-17 DPW METER 18	94.41	0-01-31-446-446-256	B Natural Gas	A	04/17/20 04/29/20			N
	2 03-2326-8486-17 DPW METER 18		94.41	0-09-55-502-502-256	B Natural Gas	A	04/17/20 04/29/20			N
			188.82							
	20-00777 04/17/20 22-0019-5853-36 90 PERRY ST.	1 22-0019-5853-36 90 PERRY ST.	230.38	0-09-55-502-502-256	B Natural Gas	A	04/17/20 04/29/20			N
	20-00840 04/27/20 01-2301-1752-17 SENIOR CENTER	1 01-2301-1752-17 SENIOR CENTER	47.73	0-01-31-446-446-256	B Natural Gas	A	04/27/20 04/30/20			N
	20-00841 04/27/20 22-0005-3920-9Y LINCOLN HOSE	1 22-0005-3920-9Y LINCOLN HOSE	230.65	0-01-31-446-446-256	B Natural Gas	A	04/27/20 04/30/20			N
	20-00857 04/29/20 05-2331-2105-11 LIBERTY HOSE	1 05-2331-2105-11 LIBERTY HOSE	112.66	0-01-31-446-446-256	B Natural Gas	A	04/29/20 04/30/20			N

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type Charge Account	Acct Type Description	Stat/chk	Rcvd Enc Date	First Date	Chk/Void Date	Invoice Excl
N0006 N1 NATURAL GAS COMPANY		Continued								
	20-00859 04/29/20 05-2332-4000-18 FIRST AID									
	1 05-2332-4000-18 FIRST AID		542.30	0-01-31-446-446-256	B Natural Gas	A	04/29/20	04/30/20		N
	Vendor Total:		2,074.33							
ON002 ONE CALL CONCEPTS										
	20-00781 04/17/20 INV. 0035086 3/20 SVCS.									
	1 REGULAR LOCATES		108.80	0-01-26-290-290-264	B Services, Misc.	A	04/17/20	04/29/20		N
	2 VOICE TICKET DELIVERY		5.00	0-01-26-290-290-264	B Services, Misc.	A	04/17/20	04/29/20		N
			113.80							
	Vendor Total:		113.80							
OP006 OPTIMUM										
	20-00826 04/21/20 ACCT. 07875-120552-01-4									
	1 ACCT. 07875-120552-01-4		0.00	0-01-31-440-440-255	B Telecommunication Charges	A	04/21/20	04/29/20		N
	2 4/15/20-5/14/20 OPTIMUM ONLINE		59.95	0-01-31-440-440-255	B Telecommunication Charges	A	04/21/20	04/29/20		N
			59.95							
	20-00846 04/27/20 ACCT. 07875-392213-01-4									
	1 ACCT. 07875-392213-01-4		86.39	0-01-31-440-440-255	B Telecommunication Charges	A	04/27/20	04/30/20		N
	2 4/22/20-5/21/20 OPTIMUM ONLINE		94.90	0-01-31-440-440-255	B Telecommunication Charges	A	04/27/20	04/30/20		N
	3 4/22/20-5/21/20 TAXES & FEES		9.25	0-01-31-440-440-255	B Telecommunication Charges	A	04/27/20	04/30/20		N
			190.54							
	20-00847 04/27/20 ACCT. 07875-382116-01-2									
	1 ACCT. 07875-382116-01-2		59.95	0-01-31-440-440-255	B Telecommunication Charges	A	04/27/20	04/30/20		N
	20-00848 04/27/20 ACCT. 07875-442206-01-8									
	1 ACCT. 07875-442206-01-8		46.94	0-01-31-440-440-255	B Telecommunication Charges	A	04/27/20	04/30/20		N
	2 4/22/20-5/21/20 OPTIMUM ONLINE		120.39	0-01-31-440-440-255	B Telecommunication Charges	A	04/27/20	04/30/20		N
	3 4/22/20-5/21/20 SPECIAL		21.00	0-01-31-440-440-255	B Telecommunication Charges	A	04/27/20	04/30/20		N
	4 4/22/20-5/21/20 TAXES & FEES		3.47	0-01-31-440-440-255	B Telecommunication Charges	A	04/27/20	04/30/20		N
			149.80							
	Vendor Total:		460.24							

April 30, 2020
02:14 PM

BOROUGH OF KEYPORT
Purchase Order Listing By Vendor Name

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Vendor # Name	PO # PO Date Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	1099
Item Description								Date	Invoice	Excl
OE001 OSWALD ENTERPRISES, INC.										
20-00671 03/26/20 INV. IN000012708 FIX BLOCKAGE										
1 3/9/20 MATERIALS, EQUIPMENT &		600.00		0-09-55-502-264	B Services, Misc.	A		03/26/20 04/29/20		N
20-00729 04/09/20 INV IN000012738 BREAK BLOCKAGE										
1 4/1/20 MATERIALS, EQUIPMENT &		600.00		0-09-55-502-264	B Services, Misc.	A		04/09/20 04/30/20		N
Vendor Total:		1,200.00								
PA022 PARTS AUTHORITY LLC										
20-00669 03/26/20 INV. 301-050181, 301-052035										
1 P4 AW025S WHEEL WEIGHTS		7.94		0-01-25-240-240-214	B Motor Vehicle Parts	A		03/26/20 04/29/20		N
2 P4 AW050Z WHEEL WEIGHTS		11.09		0-01-25-240-240-214	B Motor Vehicle Parts	A		03/26/20 04/29/20		N
3 W5 511DPR OW20 SYN Q		84.06		0-01-25-240-240-214	B Motor Vehicle Parts	A		03/26/20 04/29/20		N
		103.09								
20-00693 03/31/20 PARTS DPW TRUCKS										
1 RB 030-541, ENG GSK ASSORTH		39.52		0-01-26-290-290-214	B Motor Vehicle Parts	A		03/31/20 04/29/20		N
2 OI SH5W30, 5W30 QUART		108.96		0-01-26-290-290-214	B Motor Vehicle Parts	A		03/31/20 04/29/20		N
3 NG 7131, SPARK PLUG		8.00		0-01-26-290-290-214	B Motor Vehicle Parts	A		03/31/20 04/29/20		N
		156.48								
Vendor Total:		259.57								
PE021 PERISE, RONALD A.										
20-00819 04/20/20 REFUND:2/20 ATLANTIC CITY TRIP										
1 REFUND:2/20 ATLANTIC CITY TRIP		25.00		0-01-55-001-000-010	B Senior Center Trips/Events	A		04/20/20 04/29/20		N
Vendor Total:		25.00								
PV002 PV BUSINESS SOLUTIONS										
20-00467 03/05/20 INV 28665 OSHA COMPLIANCE BOOK										
1 PS/OSHA, 2020 OSHA COMPLIANCE		298.50		0-01-26-290-290-213	B Books and Publications	A		03/05/20 04/30/20		N
Vendor Total:		298.50								

Vendor # Name	PO # PO Date Description	Item Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	1099
								Date	Date	Date	Excl
SA018 SAVAGE RESTORATION											
	20-00667 03/26/20 INV 22668 RESTORATION SR. CNTR			5,296.00	0-01-26-310-310-264	B Services, Misc.	A	03/26/20	04/29/20		N
	1 RESTORATION/SERVICE FOR SENIOR										
	Tracking Id: COVID 19 COVID 19										
	Vendor Total:			5,296.00							
SC021 SCARAMUTZ, BARBARA											
	20-00812 04/20/20 REFUND: 3/20 ATLANTIC CITY TRIP			25.00	0-01-55-001-000-010	B Senior Center Trips/Events	A	04/20/20	04/29/20		N
	1 REFUND: 3/20 ATLANTIC CITY TRIP			5.00	0-01-55-001-000-010	B Senior Center Trips/Events	A	04/20/20	04/29/20		N
	2 NON MEMBER FEE			30.00							
	Vendor Total:			30.00							
SM009 SMITH, VIRGINIA											
	20-00815 04/20/20 REFUND: 2/20, 3/20 ATLANTIC CITY			25.00	0-01-55-001-000-010	B Senior Center Trips/Events	A	04/20/20	04/29/20		N
	1 REFUND: 2/20 ATLANTIC CITY TRIP			25.00	0-01-55-001-000-010	B Senior Center Trips/Events	A	04/20/20	04/29/20		N
	2 REFUND: 3/20 ATLANTIC CITY TRIP			50.00							
	Vendor Total:			50.00							
SB001 STAPLES BUSINESS ADVANTAGE											
	20-00378 02/27/20 INV. 3440399446, 3441835528			8.59	0-01-25-240-240-216	B Office Supplies	A	02/27/20	04/29/20		N
	1 825695, STAPLES CORRUGATED			8.60	0-01-25-240-240-216	B Office Supplies	A	02/27/20	04/29/20		N
	2 689309, POST-IT NOTES, 1 3/8 X			87.99	0-01-25-240-240-216	B Office Supplies	A	02/27/20	04/29/20		N
	3 778176, FLOORTX ULTIMAT			105.18							
	Vendor Total:			50.00							
20-00383 02/27/20 INV. 3440399451 OFFICE SUPPLY											
	1 224543 TRU RED FILE FOLDER,			12.41	0-01-43-490-490-216	B Office Supplies	A	02/27/20	04/29/20		N
	2 507832, QUALITY PARK CLASP &			27.06	0-01-43-490-490-216	B Office Supplies	A	02/27/20	04/29/20		N
	Vendor Total:			39.47							
20-00547 03/17/20 MISC. OFFICE SUPPLIES											
	1 # 24337605, DEFLECTO ANTIGLARE			14.99	0-01-25-240-240-216	B Office Supplies	A	03/17/20	04/29/20		N
	2 # 1546285, HP 312A CYAN,			300.06	0-01-25-240-240-216	B Office Supplies	A	03/17/20	04/29/20		N

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Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type Charge Account	Acct Type Description	Stat/Chk	First Rcvd Date Date	Chk/Void Date	Invoice	1099 Excl
SB001	STAPLES BUSINESS ADVANTAGE	Continued								
	20-00547 03/17/20 MISC. OFFICE SUPPLIES	Continued								
	3 # 160153, HP 312X BLACK TONER	117.59	0-01-25-240-240-216	B Office Supplies	A		03/17/20	04/29/20		N
		432.64								
	Vendor Total:	577.29								
ST020	STATE LINE FIRE & SAFETY, INC.									
	19-02111 11/08/19 INV. 123075 PUMPER ROOF LADDER									
	1 PRL-16, ALCO-LITE 16' PUMPER	415.00	9-01-25-265-265-235	B Fire and Safety Equipment	A		11/08/19	04/29/20		N
	2 CRATE FEE FOR ABOVE	145.00	9-01-25-265-265-235	B Fire and Safety Equipment	A		11/08/19	04/29/20		N
		560.00								
	Vendor Total:	560.00								
S0005	STATE OF NJ NJ-927-W									
	20-00832 04/23/20 1ST QTR. 2020 927									
	1 1ST QTR. 2020 927	9,156.01	T-17-56-850-000-801	B Unemployment Expenses	A		04/23/20	04/29/20		N
	Vendor Total:	9,156.01								
ST042	STRANO, MICHAEL A									
	20-00818 04/20/20 REFUND:2/20 ATLANTIC CITY TRIP									
	1 REFUND:2/20 ATLANTIC CITY TRIP	25.00	0-01-55-001-000-010	B Senior Center Trips/Events	A		04/20/20	04/29/20		N
	Vendor Total:	25.00								
ST041	STRUNCK, WALTER									
	20-00802 04/20/20 REFUND:3/20 ATLANTIC CITY TRIP									
	1 REFUND:3/20 ATLANTIC CITY TRIP	25.00	0-01-55-001-000-010	B Senior Center Trips/Events	A		04/20/20	04/29/20		N
	Vendor Total:	25.00								
SU012	SUBURBAN DISPOSAL INC.									
	20-00749 04/13/20 INV. 6645									
	1 DISPOSAL FEE - 3/20	16,241.64	0-01-32-465-465-209	B Other Contractual Items	A		04/13/20	04/29/20		N
	2 NJ RECYCLING ENHANCEMENT ACT	589.89	0-01-32-465-465-209	B Other Contractual Items	A		04/13/20	04/29/20		N
	3 DISPOSAL FEE - BULK	1,150.22	0-01-32-465-465-209	B Other Contractual Items	A		04/13/20	04/29/20		N

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Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/chk	First Rcvd	Enc Date	Chk/Void	Invoice	1099	Excl
SU0012 SUBURBAN DISPOSAL INC.													
20-00749 04/13/20 INV. 6645													
4 DISPOSAL FEE - BULK													
5 RECYCLING FEE													
6 DISPOSAL FEE - BRUSH/LOGS													
7 DISPOSAL FEE - BULK													
8 DISPOSAL FEE													
25,852.04													
20-00750 04/13/20 INV. 6620													
1 SOLID WASTE & RECYCLING													
2 ROLL-OFF CONTAINER- 3/4/20,													
3 MISCELLANEOUS - APARTMENTS													
22,900.00													
1,925.00													
1,421.00													
26,246.00													
Vendor Total: 52,098.04													
TW004 T & N ASSOCIATES													
20-00594 03/20/20 INV LAF382112 MYSTIC @ KEYPORT													
1 INV LAF382112 MYSTIC @ KEYPORT													
576.90													
PBL7-01ESC													
20-00607 03/20/20 INV. LAF382111 BARON BUILDERS													
1 INV. LAF382111 BARON BUILDERS													
202.50													
PBL8-03ESC													
20-00687 03/30/20 INV. LAF383869 BARON BUILDERS													
1 INV. LAF383869 BARON BUILDERS													
92.00													
PBL8-03ESC													
20-00688 03/30/20 INV. LAF383872 BARON BUILDERS													
1 INV. LAF383872 BARON BUILDERS													
688.50													
PBL8-03ESC													
20-00758 04/15/20 INV. LAF386284 LONGVIEW													
1 INV. LAF386284 LONGVIEW													
162.00													
LONGVIEW-ESC													
Vendor Total: 1,721.90													

Vendor # Name	PO # PO Date Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	1099
	Item Description						Date	Date	Date	Invoice
VW001 VERIZON WIRELESS										
	20-00825 04/21/20 ACCT. 882291888-00001 4/12/20									
	1 ACCT. 882291888-00001 4/12/20	78.09		0-01-31-440-440-254	B Telephone Charges	A	04/21/20	04/29/20		N
	Vendor Total:	78.09								
FS006 WEX BANK										
	20-00845 04/27/20 4/20 GASOLINE									
	1 4/20 GASOLINE	4,693.69		0-01-31-460-460-252	B Gasoline and Diesel Fuel	A	04/27/20	04/30/20		N
	2 OTHER ADJUSTMENTS THIS PERIOD	252.91		0-01-31-460-460-252	B Gasoline and Diesel Fuel	A	04/27/20	04/30/20		N
		4,946.60								
	Vendor Total:	4,946.60								
YU002 YURIK, MARLENE J.										
	20-00800 04/20/20 REFUND:3/20 ATLANTIC CITY TRIP									
	1 REFUND:3/20 ATLANTIC CITY TRIP	25.00		0-01-55-001-000-010	B Senior Center Trips/Events	A	04/20/20	04/29/20		N
	Vendor Total:	25.00								
ZA003 ZANESKI, JANICE										
	20-00798 04/20/20 REFUND:3/20 ATLANTIC CITY TRIP									
	1 REFUND:3/20 ATLANTIC CITY TRIP	25.00		0-01-55-001-000-010	B Senior Center Trips/Events	A	04/20/20	04/29/20		N
	Vendor Total:	25.00								
Total Purchase Orders:										
		103 Total P.O. Line Items:	172 Total List Amount:	1,019,258.17	Total Void Amount:	0.00				

RESOLUTION #___-20

**AUTHORIZING ADOPTION OF TWO-YEAR OPTION
EXTENDING THE CONTRACT FOR SOLID WASTE &
RECYCLABLE MATERIALS COLLECTION AND
DISPOSAL**

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, on June 18, 2019, the Borough adopted Resolution No. 204-19 authorizing execution of an Agreement for Services Related to the Provision of Solid Waste and Recyclable Materials Collection and Disposal (the "**Contract**") with Suburban Disposal, Inc. ("**Suburban**"); and

WHEREAS, the Contract was for a term of one (1) year (the "**Initial Term**"), with the option of two (2) additional two-year extensions; and

WHEREAS, the rate for the second year of the Contract is \$280,800.00 and the rate for the third year of the Contract is \$286,800.00; and

WHEREAS, the Initial Term is scheduled to expire on May 31, 2020 and the Borough seeks to exercise the first option for an additional two-year extension.

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 extends the Contract with Suburban for an additional two-year term for the second and third year of the Contract at rate of \$280,800.00 for the second year and a rate of \$286,800.00 for the third year.
3. The Mayor of the Borough, the Acting Borough Administrator and other reasonably necessary personnel are hereby authorized and directed to execute any documents to finalize the extension of the Contract with Suburban, subject to such additions, deletions, modifications or amendments deemed necessary by the Mayor of the Borough in her discretion in consultation with legal counsel, which additions, deletions, modifications or amendments do not alter the substantive rights and obligations of the parties thereto, and to take all other necessary and appropriate action to effectuate the extension of the Contract with Suburban.
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 applicable law.

OFFERED:

SECONDED:

AYES:

NAYS:

ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of May 5, 2020.

Michele Clark, RMC
Borough Clerk

RESOLUTION #___-20

**AUTHORIZING EXECUTION OF LICENSE AGREEMENT
WITH V & C HARTLEY FISHING, LLC FOR THE
OPERATION OF A CHARTER FISHING BOAT**

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

WHEREAS, the Borough owns and maintains a boat slip on the waterfront on American Legion Drive; and

WHEREAS, the Borough seeks to award a license agreement for operation of a charter boat for fishing and tours from a portion of the boat slip (the "**License Agreement**") to V & C Hartley Fishing, LLC ("**V & C**") for 2020; and

WHEREAS, the License Agreement provides that V & C will pay a license fee of \$7,200; and

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

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

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

OFFERED:
SECONDED:
AYES:
NAYS:
ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of May 5, 2020.

Michele Clark, RMC
Borough Clerk

CHARTER FISHING BOAT LICENSE AGREEMENT

THIS LICENSE AGREEMENT dated _____ day of May in the year 2020.

BY AND BETWEEN

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

AND

VICTOR A. HARTLEY III d/b/a **V&C HARTLEY FISHING, LLC** of 15 Martintown Road, Woodbine, New Jersey 08270, County of Monmouth and the State of New Jersey (hereinafter referred to as "**LICENSEE**").

WITNESSETH, that the Borough of Keyport hereby licenses to the Licensee and the Licensee accepts the terms of this License Agreement (hereinafter referred to as this "**AGREEMENT**") governing the exclusive access and use of a portion of the waterfront upon which a municipal boat slip is located on American Legion Drive (hereinafter the "**BOAT SLIP**") in the Borough of Keyport for the purpose of permitting Licensee to operate a charter fishing and boat party service from the Borough of Keyport for recreational related purposes in accordance with the terms of this License Agreement (hereinafter referred to as this "**AGREEMENT**").

The said municipal boat slip shall be used for the following stated purposes as outlined in this Agreement and for no other purpose whatsoever. This Agreement is a limited license solely for the operation of a charter fishing boat and party boat service from the Borough of Keyport which be intended to promote recreational activities such as fishing, sightseeing trips, marine exploration consistent with waterfront recreational activities and which shall encourage public participation in recreational activities within the Borough of Keyport. If the Licensee has any concerns as to what constitutes an acceptable activity, the Licensee shall notify the Licensor of the proposed activity.

A. The term of this Agreement shall be for one (1) year commencing May 1, 2020 through April 30, 2021. The specific dates to start and conclude are approximate.

B. Pursuant to this Agreement, Licensee shall be permitted to operate a charter fishing and party boat service from the Boat Slip along the American Legion Drive bulkhead, on a daily basis with a maximum of four (4) departures daily. The specific times shall be determined by specific agreement between the Licensor and Licensee (collectively referred to hereinafter as the "**PARTIES**").

Section 1: Term

A. The term of this Agreement shall be for a period of one (1) year commencing on or about May 1, 2020 and expiring on or about April 30, 2021 or one (1) year from the commencement date, whichever is later.

B. The Parties recognize and agree that the within Agreement is not renewable. The Agreement shall terminate upon the expiration of the term of this Agreement.

Section 2: License Fees

A. Licensee shall pay to the Borough of Keyport the sum of \$7,200 (the "**LICENSE FEE**") for the one (1) year license. The License Fee specified above shall be payable in twelve (12) equal monthly installments during the term of this Agreement, which shall be due and payable upon the execution of this Agreement and thereafter on the first day of every month thereafter during the term of the Agreement¹. A late fee of eight percent (8%) of the monthly installment payment shall be assessed on any payment more than ten (10) days past due

Section 3: Charter Fishing and Party Boat Service

The Licensee shall, pursuant to the terms of this Agreement, operate a charter fishing and party boat service from the Borough of Keyport which shall be dedicated to providing recreational activities to the general public from the licensed premises along the American Legion Drive bulkhead, within the Borough of Keyport. Licensee shall be permitted to operate up to four (4) departures daily.

Recreational activities, as defined herein, shall include, but not be limited to: fishing, charter fishing, sightseeing tours or cruises, marine exploration cruises, harbor tours, sightseeing tours, sightseeing tours of Sandy Hook, sightseeing tours of New York City, sightseeing tours of New York harbor, Hudson River, West Point, cruises to Yankee/Mets Baseball games, Army football games, Fall Foliage Cruises, Dinner Cruises, Trips to New York City, Broadway Trips and such other recreational charters, trips or excursions designed to promote recreation or recreational activities.

Section 4: Charter Fishing Boats

A. *Number of Vessels.* Licensee shall at all times have available a minimum of one (1) charter fishing vessel which meets the criteria contained herein to undertake charter fishing and party boat service required herein. Licensee shall record with the Borough

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

Clerk the vessel number of each vessel. The start of service shall not be delayed by the Licensee due to issues relative to procurement, purchase, lease or delivery of any vessel required under this Agreement. Failure of the Licensee to have the required equipment (i.e. charter fishing boat) shall be considered grounds for default.

B. *Maximum Capacity.* The maximum capacity of any vessel operated in conjunction with the Charter Fishing Boat Service is one-hundred (100) passengers. The temporary or permanent use of any vessel in excess of this limit is subject to the prior approval of the governing body for Licensors. The actual size of the vessel shall be determined in accordance with the size of the boat slip provided under this Agreement.

C. *Certificates.* For each vessel, Licensee shall provide Licensors a certificate of insurance consistent with the requirements set forth in this Agreement. Licensee shall also provide to Licensors a certificate of inspection for each vessel issued by and through the United States Coast Guard. Licensee shall also comply with all mandates issued by the United States Coast Guard and the State of New Jersey relative to the operation of each charter fishing boat.

D. *Vessel Maintenance.* Licensee shall maintain the vessels used in conjunction with this Agreement in good condition and in compliance with all legal obligations established by any federal or state agency, included but not limited to the United States Coast Guard and the Department of Transportation. Licensee shall be obligated to purchase all equipment and supplies necessary to maintain the safety and cleanliness of any vessel utilized under this Agreement.

E. *Costs and Approvals.* Licensee shall bear any and all capital, operating and other costs associated with the design, construction, acquisition, operation, repair and maintenance of its vessels and equipment and shall be solely responsible for meeting all certification, inspection, insurance, maintenance and safety requirements established by any Federal and State Agency relative to any vessel or equipment utilized under this Agreement. Without limiting the foregoing, each vessel operated by the Licensee in connection with this Agreement shall be (i) approved by the United States Coast Guard and manned and operated in accordance with regulations; and (ii) licensed by any other department, agency, board claiming jurisdiction or concurrent jurisdiction within the State of New Jersey relative to the operation of a commercial fishing boat service.

Section 5: Berthing and Landing

A. Generally. The Licensors shall designate the municipal boat slip from which the charter fishing and party boat activities. The within location shall be utilized by the Licensee for the loading and unloading of all passengers in connection with the recreational activity. Licensee shall also be responsible for the installation of a ramp, if required, from the bulkhead to the municipal boat slip and thereafter to the vessel to load and unload passengers. Any ramp shall contain a lock and gate which shall be closed except during the time passengers are embarking or disembarking the charter vessel. The

within improvements, including the installation of any ramps or gates, shall be subject to the inspection and approval of the Borough Engineer.

B. Overnight Mooring. Except for the period of December 15 through March 1, each year during the term of this Agreement, Licensee shall be permitted to berth one (1) charter fishing vessel overnight at the Boat Slip provided: (a) the vessel is properly secured to the pilings; (b) the vessel is properly secured each evening, and (c) the fueling of the charter vessel shall not be permitted at the Boat Slip. Licensor reserves the right to impose such additional conditions as may be recommended by the Borough Engineer at any time during the term of this Agreement.

C. The premises to be licensed and utilized for the charter fishing and party boat, including passenger ingress and egress and the berthing area for the charter fishing vessel is an area located along the American Legion Drive bulkhead in Block 21, Lot 49R (also known as Lot 49.01) on the Tax Map of the Borough of Keyport, with a length of approximately thirty (30) feet along said bulkhead and extending northwesterly approximately one hundred and thirty five feet (135') offshore, as described more particularly in Schedule A and Schedule B.

Section 6: Parking

A. Licensor Supplied Parking. The Licensor shall supply such parking relative to the charter fishing and party boat service in areas presently located along American Legion Drive as depicted in the attached Schedule A. The Parties recognize and agree (1) that the parking is general parking and not specifically reserved for the charter fishing service; (2) that the Licensor may alter, exchange, relocate or restrict parking in conjunction with the replacement of bulkhead along American Legion Drive and/or the relocation of American Legion Drive and (3) Licensor may further restrict parking areas for use in connection with a proposed commuter ferry service from the Borough of Keyport to New York City.

B. Licensee Supplied Parking. Nothing herein shall prohibit Licensee from renting, leasing, purchasing or otherwise securing additional parking spaces in the area surrounding the municipal pier. All parking obtained shall be at the sole cost and expense of the Licensee.

Section 7: Assignment

The Licensee shall not assign its rights under this Agreement or the license for use of the Boat Slip or any portion thereof, without prior written consent of the Licensor. In the event written consent is given for such assignment, the assignee shall assume all of the obligations set forth in this license and be bound by all the terms, covenants, and conditions thereof and furthermore, the Licensee shall also remain liable for the total performance of all said terms, covenants and conditions, and the Licensee shall pay to the Borough of Keyport a fee of five hundred (\$500.00) dollars for such an assignment.

Section 8: Condition of the Premises

The Licensee represents that he/she has examined the area near the Municipal Dock and accepts the same in its present condition (except as otherwise expressly provided herein) and without any representations on the part of the Borough, or its agents as to the present or future condition of the said premises. The Licensee shall quit and surrender the premises at the end of the Agreement term or at the termination of this license in as good condition as the reasonable use thereof will permit. The Licensee shall quit and surrender the premises at the end of the term of the Agreement or at the termination of this license in as good condition as the reasonable use thereof will permit and shall not make any alterations, additions or improvements to said premises without the prior written consent of the Borough.

The Licensee shall keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material, and other objectionable matter. The Licensee shall also comply with all Federal, State, County, and local rules and regulations now existing or hereafter adopted with regard to the operation and appearance of the premises licensed herein. If the Licensee shall fail to keep said premises in a clean and sanitary condition and free from trash, inflammable material, and other such objectionable matter, or shall fail to comply with the said rules and regulations, or shall fail to comply with any other provision of this Agreement, the Licensee shall be sent written notice of said violation and the Licensee shall correct/cure the same within five (5) days of receiving said notice. The said notice shall be deemed served upon the Licensee by sending a certified letter to Licensee at the address referenced in the standard bid proposal form or by handing a copy of the same to any employee on the premises and, if the premises should be closed and no employee shall be present, the notice shall be deemed served by affixing a copy to the outside door. If the Licensee fails to correct/cure the said violation(s) within the five (5) day period, the Borough shall have the option of correcting/curing the said violation and the cost thereof shall be added to the next monthly License Fee due, or within sixty (60) days of said repairs or corrections, whichever date shall first occur. Any questions or issue(s) as to whether said repairs and/or corrections are necessary shall be decided by Borough Administrator of the Borough of Keyport, whose determination shall be final and binding.

Licensee further agrees to make any and all repair necessitated by the use of the Boat Slip in connection with the operations authorized under this Agreement. Licensee shall be obligated to maintain the ramp and all connection areas between American Legion Drive and the vessel to provide safe passage of service passengers.

Notwithstanding anything contained herein to the contrary, in the event of an emergency or potential emergency, the Borough shall have the right to enter into and on the Licensed premises so as to make any and all repairs and/or corrections upon the said premises as may be necessary.

Section 9: Claims against the Licenser

Under no circumstances or condition shall any claim whatsoever be made by the Licensee against the Harbor Commission for damages of any kind or description. More specifically, but not by way of limitation, the Harbor Commission shall not be liable for any personal injury, property damage, or loss of business or profits caused by or resulting from water, steam, electricity, gas, ice, snow or other related weather items or any other cause which may be sustained by the Licensee or other persons. Moreover, the Licensor shall not be liable for any personal injury, property damage, or loss of business or profits for any damage or injuries resulting from carelessness, negligence or improper action/inaction on the part of the Harbor Commission or its agents or employees or on the part of any other Licensee or other agents.

The Licensee is liable for any loss, injury or damages to any person or property caused by the action, inaction, or neglect of the Licensee or arising out of the operation of the Licensee's business.

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

Section 10: Prohibition against the Sale of Alcohol

Under no circumstances are intoxicating liquors or beverages of any kind or character to be sold, distributed, or offered on the licensed premises - unless otherwise approved by the Mayor and Council, in accordance with prevailing regulations.

Section 11: Compliance with All Laws

The Licensee agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal Authorities applicable to the business to be conducted by the Licensee in and on the demised premises. The Licensee also agrees to observe and comply with any rules promulgated by the Borough of Keyport, affecting the hours of operation of licensed premises.

The Licensee agrees not to do or permit anything to be done in and on the said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements of any part thereof, or on the property kept therein, which will obstruct or interfere with the rights of other tenants/Licensees or conflict with the regulations of the Keyport Fire Department or with any insurance policies covering said improvements or any part thereof. In the event of any increase in insurance premiums relating from the Licensee's occupancy of the premises, or from any act or omission on

the part of the Licensee, the Licensee agrees to immediately pay any such increase in insurance premiums on the improvements or contents thereof as an additional cost to be added to the monthly License Fee.

Section 12: Covenants/Restriction Regarding the Licensed Premises

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

2. Licensee shall be permitted a temporary sign, advertisement or notice which may be located on the Municipal Dock to identify the business and the time of scheduled trips and the fare to be charged. The within sign may not be affixed to the Municipal Dock and shall be removed daily by the Licensee. The sign shall be in such manner and of such size, design, and color as shall be in compliance with local ordinances. Any signs shall be temporary in nature and shall not be fixed or attached to the Municipal Dock or floating dock. The location of the within sign shall not obstruct public access to the Municipal Dock.

3. The Licensee shall pay any Borough permit fee for conducting the business upon the said premises in the form of any permit required for sale of food products within the Borough of Keyport as may be required by Ordinance or the Board of Health. Licensee shall daily dispose of any solid waste, garbage or recyclable materials generated during the operation of this Agreement.

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

5. The Agreement does not confer an exclusive privilege with respect to the recreational activity involved. Licensors reserves the right to seek and issue additional licenses relative to charter fishing activities from the Borough of Keyport. However, the within Licensee shall enjoy an exclusive right to use the Boat Slip designated herein to be utilized in connection with the recreational activity contained herein. Licensee shall enjoy the exclusive right to pick-up and discharge passengers from the within location and berth the charter fishing vessel at the within location, subject to the terms and conditions contained herein.

6. Utilities; Lighting. There shall be no sewer discharge or removal by or from the charter fishing vessel within the Borough of Keyport. No unmetered water or electric shall be used by the Licensee. Licensee shall be responsible for the payment of any charges for water and electric including any turn on charges. Licensee shall install and maintain, at its cost and expense, any lighting reasonably necessary to illuminate the Licensed Premises to insure the health, safety and security of its customers and their

guests and any property belonging to the Licensee. Any required installation of lighting shall be with the approval of the Licensors.

7. If at any time during the term of this Agreement, the Borough shall engage in the reconstruction, repair or removal of any Borough building or property, including the streets and sidewalks, or other improvements adjacent thereto, and such work shall result in damage/loss to the property or business of the Licensee, the said Licensee, shall have no claim whatsoever for any such loss of business or profits of any other claim whatsoever against the Borough (or its agents) arising directly or indirectly as a result of said work.

8. Except where otherwise permitted herein, no alteration, additions, modifications or improvements shall be made to the Boat Slip without the express written consent of the Licensors, and where appropriate, the Green Acres program, under penalty of damages and forfeiture.

9. Licensee shall be solely responsible for the security of all persons and property, including the vessel(s) berthed in the Boat Slip and other such related equipment utilized at the within location.

10. Neither fueling nor fuel tanks are permitted on the Licensed premises. No garbage, oil, sludge, refuse matter, sewage or waste materials of any kind shall be thrown, discharges or deposited or permitted to fall from the Licensee's vessel into the water or onto the municipal boat slip or shore areas in and around the Keyport Harbor. The toilet facilities of any vessel which discharge into the water shall not be utilized while any vessel is docked or traveling within the Keyport Harbor.

11. The Licensee shall not permit any noise or odor to emanate from the licensed premises that are objectionable to the public or loud. The Licensee shall not permit any loud music, loud playing of radios, music machines or other noise generating equipment which would constitute a nuisance or violate local ordinances or regulations.

12. Licensee shall use the license premises only in conjunction with a charter fishing and party boat operation and or such other recreational activities enumerated herein. Should Licensee utilize the Boat Slip in a manner inconsistent with the above stated purpose, Licensors shall notify Licensee and afford Licensee five (5) days to correct the situation. Should Licensee fail to correct the activities in conformance with the terms set forth in this Agreement, the Licensors may declare the Licensee in default under the terms of this Agreement and unilaterally terminate the within Agreement.

Section 13: Requirements at Law

A. Licensors and Licensee acknowledge that there are in effect federal, state, county and municipal laws, orders, rules, directives, and regulations (collectively the "REGULATIONS") and that additional regulations may hereafter be enacted or go into effect, relating to or affecting the Boat Slip, and concerning the impact on the

environment of construction, land use, maintenance and operation of structures, and conduct of business. Licensee will not cause, or permit to be caused, any action or omission which would adversely affect the environment or do anything or permit anything to be done which would violate any of the laws, regulations or guidelines. Moreover, Licensee shall have no claim against Licensor by reason of any changes Licensor may make in the Municipal Pier or any charges imposed upon customers or other invitees under the Regulations.

B. If at any time during the term of this Agreement, the Licensee shall make any assignment for the benefit of creditors or be decreed or declared insolvent or bankrupt according to the law, or if a receiver shall be appointed for the Licensee, then the Borough, may, at its option, terminate this Agreement. The exercise of such option shall be made by resolution and the service of the same upon the Licensee, or its agents/representative/assignees, the same upon the Licensee, or the Licensee's estate, this Agreement shall be terminated. Such termination shall not release or discharge any payment of License Fees payable hereunder and then accrued, or any liability then accrued by reason of any agreement of covenant herein contained on the part of the Licensee or the Licensee's legal representatives.

C. In the event of total destruction of the Boat Slip and/or ramp by fire, explosion, the elements or otherwise, during the term hereby created, this Agreement shall be terminated. In the event of the partial destruction of the Boat Slip and/or ramp, the Licensor shall have the option to either terminate the Agreement or, without any abatement in the License Fee, make the necessary repairs within ninety (90) days from the happening of such damage. In the event said repairs are not substantially completed within said ninety (90) day period, this Agreement will terminate, and the Parties will have no further liability towards the other. The decision to terminate shall be made by resolution of the Borough Council and upon adoption of said resolution and service of same upon the Licensee, the termination shall take effect.

D. The Licensee shall not mortgage, execute a security agreement and/or financing statement under the Uniform Commercial Code, or otherwise encumber any trade fixtures, equipment (except vessels), or merchandise now or hereafter located or placed upon the Boat Slip or any portion or part of the same, without written consent of the borough. The Licensee further agrees to notify immediately, in writing, the Licensor of any purchase or installation upon the said premises of any trade fixtures, equipment, or merchandise, the title to which is not solely and exclusively held by the Licensee.

E. Without limiting the foregoing, Licensee shall comply with all federal, state and local environmental rules and regulations including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*, the Clean Water Act 33 U.S.C. 1251 *et seq.* the State of New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6, *et seq.*, and the Spill Compensation and Control Act N.J.S.A. 58:10-23.11 *et seq.*, all of which, together with all successor legislation (hereinafter referred to as "ENVIRONMENTAL LAWS"). Licensee agrees to comply with the

provisions of this legislation and shall not cause or permit any employee, agent, servant or contractor to violate the provisions of any environmental law or regulation. The Licensee further agrees that it shall not store, dispose or discharge any hazardous substances from the Municipal Boat Slip in violation of any law, statute, or regulation established by any federal or state jurisdiction. Licensee shall, if requested, supply such documents to the Licensor to assure compliance with all regulations.

Section 14: Insurance

The Licensee shall be responsible for carrying public insurance in the amounts of two million dollars (\$2,000,000.00) for general liability and personal injuries; and five hundred thousand (\$500,000.00) for property damage, insuring the Licensee, and specifically naming and including the Borough (its agents, representatives, and employees) and the State of New Jersey, Green Acres as named/additional insured. Furthermore, the said policy, or confirming certificates and proof of payment thereof, shall be approved as to legal form by the Borough Attorney prior to the execution of the Agreement and the same shall be filed with the Borough Clerk. The insurance policy shall further provide a provision for a thirty (30) day cancellation notice to the Borough of Keyport and the Green Acres Program. Licensee shall also provide proof of worker's compensation insurance for all of its employees and shall maintain all coverages during the term of the Agreement.

In addition to the insurance requirements set forth above, Licensee agrees to provide Licensor copies of any and all insurance policies on the individual vessel(s) used in connection with the authorized uses and activities allowed under this Agreement. The Licensees further agrees to list the Borough of Keyport and the State of New Jersey, Green Acres Program as additional insureds on any policy of insurance maintained in connection with this Agreement.

Section 15: Indemnification

Notwithstanding the provisions of the preceding paragraph, the Licensee further agrees to release, defend, indemnify and save harmless the Borough of Keyport and the State of New Jersey (and its agents, representatives and employees) from and against any and all loss, injury, damages, and any and all claims, demands actions, judgment cost, and expenses (including attorney's fees) of every nature which may arise or may result from or by reason of any injury to persons or property sustained upon the licensed premises.

Section 16: Notices

All notices or service of any paper or documents required to be given to the Licensee under this Agreement may be given by certified mail, addressed to the Licensee at the demised premises, or as otherwise permitted herein.

Section 17: Execution by Owners

In the event the Licensee is a corporation, limited liability company or limited partnership, all of those persons owning an interest of ten (10%) percent or greater of any ownership class of such entity must execute this Agreement (as properly attested) on behalf of said corporation, limited liability company or limited partnership and all of said persons shall be deemed personal guarantors of the full and complete performance of all of the terms, covenants, and conditions of this license, and the said officers shall be individually liable for any breach thereof.

Section 18: Failure to Make Payments

The Licensor may revoke the license issued under the terms of this Agreement in the event that the Licensee does not pay the monthly License Fee when such payments are due or when the Licensee does not comply with the terms of this Agreement, or for other causes as may be allowed by law. If the license is revoked pursuant to this section of the Agreement, the Licensee's obligation to make payments for the remaining term of this Agreement shall continue until the expiration date of the term of this Agreement. The Licensee must also pay all related costs, including attorney's fees, related to legal proceeding to enforce any provision of this Agreement. The Licensee shall also be responsible for the cost of re-entering, cleaning and repairing the licensed premises, and re-licensing the licensed premises. Any subsequent License Fees received from any new licensee following revocation of Licensee's license shall reduce the amount owed to the Licensor.

Section 19: Entire Agreement

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

Section 20: Documentation

Licensee agrees to supply to the Borough documentation that the Licensee is duly licensed by the United States Coast Guard to operate a charter fishing service for commercial related activities or for all of the uses authorized under this Agreement. Licensee shall also supply the Borough with proof that all vessels utilized under this Agreement are properly registered with the United States Coast Guard and/or the State of New Jersey.

Section 21: Green Acres

Both the Licensor and Licensee recognize and agree that the within property is currently listed on the inventory of Green Acres. As such, the provisions set forth in N.J.A.C. 7:36-20.10 (b) 1-5 and (c) shall be made applicable to the terms of this Agreement. The Parties agree to fully cooperate with respect to the Green Acres Program. The Parties further agree that the purpose of this Agreement is to promote

recreational activities for the general public consistent with the objectives of the Green Acers Program.

Section 22: Performance Bond

Licensee agrees to post a performance bond with the Licensor in the amount of \$7,200, equal to the full amount due under the terms of this Agreement, in a form acceptable to the Borough of Keyport, to secure the terms and conditions of this Agreement, and to insure the restoration of the Licensed premises to the original condition at the expiration of this Agreement. The amount of the within performance bond may be reduced during the term of the Agreement.

Section 23: No Swimming or Bathing

Licensee shall not permit swimming, diving or bathing from the vessel while said vessel is within Keyport Harbor or moored at the boat slip.

Section 24: Security Deposit

Licensee agrees to post a deposit in an amount equal to one and one half (1½) of the monthly License Fee and payable under the terms of the within Agreement. The Licensor shall retain the deposit to insure performance and timely payment under this Agreement.

Section 25: Force Majeure

A. Defined. For the purposes of this Agreement, the term "Force Majeure" is defined as any cause or causes beyond the reasonable control and without the intentional fault or willful negligence of the party affected thereby, including without limitation, Acts of God, labor or mechanical shortages, property destruction, explosions, fire or mechanical breakdowns, or other causes of similar nature which wholly or partially prevent a party from fulfilling its obligations under this Agreement. Any change in a party's economic condition shall not constitute a Force Majeure.

B. Effect. Except for obligations to make payment to the other party, obligations under this Agreement of the party suffering the event of Force Majeure shall be suspended to the extent and duration made necessary by the event. The party claiming Force Majeure, shall promptly provide written notice of such event to the other party, and shall use good faith efforts to restore its ability to perform its suspended obligations. Notwithstanding the above, if the notifying party does not resume its performance within thirty (30) days from the date of notice, the other party shall have the right to terminate this Agreement.

Section 26: Termination of this Agreement

The within Agreement shall terminate upon the happening of any of the following events:

A. The default of the Licensee of any of the terms and conditions herein contained.

B. The failure of the Licensee to make License Fee payments in accordance with this Agreement.

C. The failure of the Licensee to comply with any federal, state or municipal law, code, regulation or ordinance.

D. The failure of the Licensee to provide proof of liability insurance covering the operation of any and all vessels involved in the Licensee's operation under this Agreement.

E. The filing by the Licensee of a petition in bankruptcy, either voluntary or involuntary, the appointment of a receiver, the assignment for the benefit of creditors or any act or action purporting to indicate the Licensee insolvent.

F. The suspension, abandonment or termination of vessel operations authorized under this Agreement for a period in excess of forty-five (45) days during the course of the Agreement, except where those circumstances are created by weather conditions or other Force Majeure circumstances.

Section 27: Relocation

The Borough of Keyport may construct additional boat slips within a close proximity to the Boat Slip covered under this Agreement. In the event a new municipal boat slip or dock is constructed, the Licensor reserves the right to relocate the Licensee to the one of the newly constructed boat slips or dock. Licensor shall notify the Licensee of a proposed change date and afford Licensee sufficient time to notify its customers of the location change. Licensor shall be obligated to maintain similar parking for Licensee.

Section 28: Notices

Unless otherwise specified herein, notices to the parties shall be hand delivered or sent by per-paid certified mail or registered mail, by national overnight courier service, or facsimile transmission to the address or number listed below:

To Licensor: Mayor and Council of the Borough of Keyport
70 West Front Street
Keyport, New Jersey 07735
Attn: Michele Clark, Borough Clerk

Facsimile: (732) 739-8738

To Licensee: Victor A. Hartley III
15 Martintown Road
Woodbine, New Jersey 08270

To Green Acres: Green Acres Program
Department of Environmental Protection
501 East State Street, P.O. Box 412
Trenton, New Jersey 08625
Facsimile: (609) 984-0608

If a facsimile is sent, a confirmation copy shall also be hand delivered or sent by a method provided above.

Section 29: Covenants by Licensor

The said Licensor covenants that the Licensee on paying the License Fee and performing the covenants aforesaid, shall peacefully and quietly have, hold and enjoy the licensed premises, including the Boat Slip, subject to the jurisdiction of the Green Acres Program for the term herein provided, however, that this covenant shall be conditioned upon the retention of title to the premises by the Licensor, and subject to public use and enjoyment of the dock for recreational and conservation purposes as defined at *N.J.A.C. 7:36-2.1 et seq.*

Section 30: Subordination

This license shall be subordinate to any and all covenants, easements and restriction of record, if any, the Building and Zoning ordinances of the Borough of Keyport, the regulations and requirements of the Green Acres Program, and upon such other facts as an accurate survey may reveal.

Section 31: Governing Law

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

Section 32: Venue

Any dispute arising hereunder shall be filed by the Parties with the Superior Court of New Jersey, Monmouth County, New Jersey.

Section 33: Bulkhead Replacement

If during the term of the Agreement, the Borough of Keyport replaced the existing bulkhead along American Legion Drive, including the portion where the Boat Slip licensed in this Agreement is located, as a part of construction and replacement,

American Legion Drive will be closed, and the public street relocated. Licensor shall maintain adequate parking and egress to the best of its ability. However, service interruption, for a brief period may occur. Should interruptions occur, the monthly License Fee payable by the Licensee shall be proportionally adjusted by the Borough of Keyport for days lost due to construction of the bulkhead.

Section 34: Entire Agreement

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

Section 35: Severability

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

Section 36: No Waiver

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

Section 37: Binding Agreement

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

Section 38: Advice of Counsel

The Licensor and Licensee hereto warrants and represents that each party has obtained any and all appropriate legal advice which such party deemed necessary prior to the execution of this Agreement.

Section 39: Counterparts

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

Section 40: Headings

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

Section 41: Authority to Sign:

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

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

ATTEST:

BOROUGH OF KEYPORT

Michele Clark
Borough Clerk

By: _____
Collette J. Kennedy
Mayor, Borough of Keyport

Date:

ATTEST:

VICTOR A. HARTLEY, III
d/b/a V&C HARTLEY FISHING, LLC

Witness

By: _____
Victor A. Hartley, III

Date:

RESOLUTION #__-20

**AUTHORIZING EXECUTION OF CONCESSION
AGREEMENT WITH FUNNEE GIRL DOGS, LLC**

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

WHEREAS, the Borough owns and maintains a boat slip on the waterfront on American Legion Drive; and

WHEREAS, the Borough seeks to award a concession agreement for the sale of food and beverage concessions at a designated location on the waterfront (the "**Concession Agreement**") to Funnee Girl Dogs, LLC ("**Funnee Girl Dogs**") for 2020; and

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

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

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

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

OFFERED:
SECONDED:
AYES:
NAYS:
ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of May 5, 2020.

Michele Clark, RMC
Borough Clerk

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (this "Agreement") is entered into as of this ____ day of May 2020, by and between:

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

AND

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

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

WHEREAS, pursuant to a Resolution duly adopted by the Borough, the Borough and the Concessionaire agree to enter into this Agreement to authorize Concessionaire to operate a hot cart and snack concession cart at Keyport Waterfront Park ("Waterfront Park"), for the period of May 27, 2020 through October 31, 2020.

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

SECTION 1. PERMISSION GRANTED

a. The Concessionaire is granted the exclusive right and obligation within Waterfront Park (subject to the provisions of Section 3 herein) to operate and maintain a hot dog and snack concession cart, and not for any other purpose, during the period commencing May 27, 2020 and ending October 31, 2020 (the "Term"), between the hours of 10:00 a.m. and 8:00 p.m. No other activity, service or amenity shall be provided by Concessionaire without the express written approval of the Borough.

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

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

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

SECTION 2. FEE

a. Fee. The fee the entire Term shall be \$2,515.00 (Two Thousand Five Hundred Fifteen Dollars) to be paid in five (5) monthly installments of \$503.00 (Five Hundred Three Dollars) beginning on or before June 15, 2020, to be paid on or before the 15th of every month following until the total fee has been paid¹. A late fee of eight percent (8%) shall be assessed on any payment more than ten (10) days past due.

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

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

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

SECTION 3. RESTRICTIONS ON USE; LEGAL COMPLIANCE

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

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

always.

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

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

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

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

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

SECTION 4. CONDITION OF CONCESSION AREA.

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

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

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

SECTION 5. RELEASE AND INDEMNIFICATION.

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

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

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

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

SECTION 6. INSURANCE.

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

SECTION 7. BREACH OF AGREEMENT

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

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

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

SECTION 8. RESERVED RIGHTS

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

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

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

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

SECTION 9. MISCELLANEOUS

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

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

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

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

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

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

ATTEST:

THE BOROUGH OF KEYPORT

Michele Clark, RMC
Borough Clerk

By: _____
Collette J. Kennedy, Mayor

Date: _____

ATTEST:

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

Date: _____

RESOLUTION #___-20

**AUTHORIZING EXECUTION OF LICENSE AGREEMENT
WITH A CANOE TO YOU, LLC FOR THE BOROUGH
OWNED BOATHOUSE ON THE WATERFRONT**

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

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

WHEREAS, the Borough seeks to award a license agreement for the use of the Boathouse (the "**License Agreement**") for the purposes of renting non-motorized watercraft, provision of tours and related services to A Canoe To You, LLC ("**Canoe to You**") for 2020; and

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

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

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

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

OFFERED:
SECONDED:
AYES:
NAYS:
ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of May 5, 2020.

Michele Clark, RMC
Borough Clerk

**LICENSE AGREEMENT
KEYPORT WATERFRONT BOATHOUSE**

THIS LICENSE AGREEMENT is made on May 2, 2020 between the **BOROUGH OF KEYPORT**, a municipal corporation of the State of New Jersey, with principal offices located at 70 West Front Street, Keyport, New Jersey 07735 (hereinafter referred to as "**LICENSOR**") and **A CANOE TO YOU, LLC**, a limited liability company of the State of New Jersey located at [INSERT ADDRESS] (hereinafter referred to as "**LICENSEE**") (collectively referred to as the "**PARTIES**").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ATTEST:
(LICENSOR)

BOROUGH OF KEYPORT

Michele Clark
Borough Clerk

Collette J. Kennedy,
Mayor

Date: _____

Date: _____

A CANOE TO YOU, LLC

Date: _____

ATTEST: _____
(Witness)

STATE OF NEW JERSEY COUNTY
SS:
OF _____

I certify that on _____, 2020, _____ personally came before me and this person acknowledged under oath, to my satisfaction that (a) this person is _____; (b) this person is the attesting witness to the signing of this document by the proper person(s); (c) this document was signed and delivered by _____, as his voluntary act duly; (d) this person signed this proof to attest to the truth of these facts.

NOTARY PUBLIC

RESOLUTION #___-20

**AUTHORIZING EXECUTION OF LICENSE AGREEMENT
FOR INSTALLATION OF MURAL ART AT 2 WEST FRONT
STREET**

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

WHEREAS, on March 17, 2020, the Borough Council adopted Resolution Number 125-20 adopting a Neighborhood Preservation Program plan (the "**NPP Plan**") submitted to and approved by the Department of Community Affairs; and

WHEREAS, the NPP includes the installation of mural projects at locations within the area designated as the Downtown Keyport District; and

WHEREAS, a potential location for the installation of a mural project has been identified at 2 West Front Street in Keyport, New Jersey (the "**Property**") owned by resident Kenneth Schwartz (the "**Owner**"); and

WHEREAS, a license agreement for installation of a mural project at the Property (the "**License Agreement**") has been prepared and negotiated with the Owner which would allow the Borough to install a mural project on the Property and maintain the mural at the Property for a period of five (5) years.

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

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

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

OFFERED:

SECONDED:

AYES:

NAYS:

ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of May 5, 2020.

Michele Clark, RMC
Borough Clerk

LICENSE AGREEMENT MURAL SPACE

THIS LICENSE AGREEMENT is made on May 5, 2020 between **KENNETH SCHWARTZ**, located at 2 West Front Street, Keyport, New Jersey 07735 (hereinafter referred to as "**LICENSOR**") and the **BOROUGH OF KEYPORT**, a municipal corporation of the State of New Jersey, with principal offices located at 70 West Front Street, Keyport, New Jersey 07735 (hereinafter referred to as "**LICENSEE**") and (collectively referred to as the "**PARTIES**").

1. **License.** The Licensor hereby licenses to the Licensee and the Licensee accepts the terms of this License Agreement (hereinafter referred to as this "**AGREEMENT**") governing access and use of a portion of a wall of premises described in paragraph 2 of this Agreement (the "**LICENSED SPACE**") for the installation of a mural painting upon the terms and conditions set forth in this Agreement.

2. **Use of the Licensed Space.** Parties agree that the use of the Licensed Space is solely for the display of a mural painting (hereinafter the "**MURAL**") to be painted by an artist retained by the Licensee (hereinafter the "**ARTIST**") on a medium selected by the Artist and the medium will be installed by the Licensee. Annexed hereto as Exhibit "A" is a preliminary design depicting the Mural to be installed on the Licensed Space.

3. **Licensed Space.** The Licensed Space shall be the space as identified on the wall depicted in the image annexed to this Agreement as Exhibit "A." The Licensed Space shall also include the space adjacent to the identified wall needed for the installation of the Mural (hereinafter the "**WORK SPACE**"). The Licensed Space is located at the premises at 2 West Front Street, Keyport, New Jersey 07735.

4. **Term.** This Agreement shall commence on the date of the execution of this Agreement and shall end on the date five (5) years from the date in which the Mural is installed and unveiled. The date in which the Mural is completed and unveiled (the "**Unveiling Date**") shall be the date after the completion of the Mural installation in which the Borough formally unveils the Mural for public display which shall be no later than December 31, 2020.

5. **License Fee.** The Parties agree that there will be no license fee for the use of the Licensed Space. The Parties acknowledge and the Licensee agrees that the compensation of the Artist for painting of the Mural shall be the sole obligation of the Licensee and that the Licensor shall have no obligation to contribute to any portion of the Artist's compensation.

6. **Installation.** The Licensor agrees and acknowledges that the installation of the Mural shall require the drilling of holes into the brick of the Licensed Space or another method of installation which may require alteration of the certain bricks of the License Space. Licensor waives any claim of damages related to the installation of the Mural, to the extent that the Licensee shall fill in the holes following removal of the mural following the end of the term of this Agreement.

7. **Indemnification.** The Licensee agrees to hold the Licensor (and the Licensor's agents, servants, and employees) harmless for any and all claims, actions, and judgments for personal injuries and/or property damage arising out of or in any way connected with the installation of the Mural on the Licensed Space during the installation of the Mural. Licensee agrees to defend the Licensor (and the Licensor's agents, servants and employees) against any and all such claims and actions by the Artist or other invitees retained to install the Mural alleging negligence against the Licensor.

8. **Ownership of the Image.** The Parties agree that the image in the Mural and intellectual property associated with the Mural shall remain the intellectual property of the Artist. Licensor may use the image of the Mural in its marketing materials provided that the Artist is credited with the design of the Mural. Any inquiries regarding the licensing of the image must be directed to the Artist.

9. **Exclusivity of the Work Space.** The Licensor agrees to provide exclusive use of the Work Space during the installation of the Mural. This exclusivity provision shall commence at such time that is mutually agreeable to the Licensor and the Licensee and shall end upon the completion of the installation of the Mural.

10. **Maintenance of the Mural.** The Licensor agrees that it shall not conceal, obscure, hide or paint over the Mural during the term of this Agreement. Licensor also acknowledges and agrees that this Agreement does not alleviate the Licensor's obligations or legal duty to maintain the Licensed Space in compliance with all governing standards, codes, and requirements under Federal, State and Local laws. However, the Licensor shall have no obligation to maintain the aesthetic image of the Mural from ordinary wear and tear and/or natural deterioration. Licensor may notify the Licensee of substantial damage or deterioration of the Mural, including the medium on which the Mural is installed, and the Licensee shall make the necessary repairs to the Mural no later than fourteen (14) days from the date that the Licensor issues such notice. During the term of this Agreement, Licensor shall provide access to Licensed Space to allow the Licensee to repair, retouch or fix the aesthetic image of the Mural or make repairs to the medium at time agreeable between the Parties. If the repairs are too costly or impractical for the Licensee, the Licensee may opt to remove the Mural pursuant to Paragraph 6 and terminate this Agreement.

11. **Assignment Prohibited.** The Parties shall not assign any of its rights under this Agreement except to the extent agreed to with the Artist.

12. **Change to the Design.** The Parties agree that the design of the Mural, annexed hereto as Exhibit "A," may be changed or altered at the discretion of the Artist. Licensee shall provide notice to Licensor of any changes to the design of the Mural and Licensor shall have the right to object to any proposed changes within twenty-four hours of notice of the proposed changes.

13. **Waiver of Jury Trial.** Licensor and Licensee hereby waive trial by jury in any action, proceeding or counterclaim on any matters whatsoever arising out of or in any way connected with this Agreement.

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

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

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

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

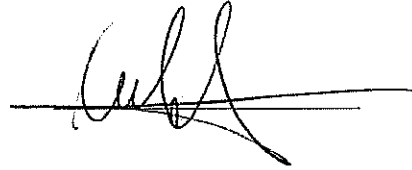
18. Council Approval. This Agreement shall be subject to the final approval of the Borough Council for the Borough of Keyport and the effective date shall be the date of the adoption of a resolution authorizing execution of this Agreement.

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

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ATTEST:

KENNETH SCHWARTZ
LICENSOR



Date: _____

Date: 4/27/2020

ATTEST:

BOROUGH OF KEYPORT
LICENSEE

Michele Clark
Borough Clerk

Collette J. Kennedy,
Mayor

Date: _____

Date: _____

KG

Exhibit A

Concept Art/Location 2 West Front Street, Keyport, NJ 07735



RESOLUTION #___-20

**AUTHORIZING RETENTION OF MURAL ARTIST AS
PART OF THE BOROUGH'S IMPLEMENTATION OF THE
NEIGHBORHOOD PRESERVATION PROGRAM PLAN**

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

WHEREAS, the Borough was accepted into the Neighborhood Preservation Program (the "**Program**") established by the State of New Jersey, Department of Community Affairs (the "**DCA**"); and

WHEREAS, the Borough established a Neighborhood Preservation Program Stakeholder Planning Team who designed a proposed five (5) Neighborhood Preservation Program plan (the "**Plan**"), including a proposed budget consistent with the requirements of the Program; and

WHEREAS, the Borough authorized the appointment of a Program Coordinator (the "**NPP Coordinator**") to manage and implement the Plan; and

WHEREAS, on March 17, 2020, the Borough adopted Resolution 125-20 adopting the Plan which was previously submitted to and approved by the DCA; and

WHEREAS, the Plan includes the installation of mural art at selected locations within the Borough; and

WHEREAS, the NPP Coordinator and the Borough's NPP stakeholder advisory team investigated potential artists to create mural art as part of the implementation of the Plan; and

WHEREAS, a proposed agreement from artist and Borough resident Grace W. Sharpe ("**Ms. Sharpe**") to create a mural painting for installation (the "**Agreement**"), on file with the office of the Borough Clerk, as part of the implementation of the Plan; and

WHEREAS, the Agreement provides that an initial deposit of \$1,000 is to be paid to Ms. Sharpe and an additional \$2,500 is to be paid to Ms. Sharpe upon completion of the mural art for a total price of \$3,500; and

WHEREAS, the costs for retention of Ms. Sharpe are to be reimbursed by the DCA as part of the Program;

WHEREAS, the Borough seeks to authorize the retention of Ms. Sharpe, including: (i) the execution of the Agreement; (ii) the payment of the initial deposit of \$1,000; and (iii) the payment of the \$2,500 balance upon completion of the mural art.

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

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

2. The Borough hereby authorizes the retention of Ms. Sharpe pursuant to the Agreement, on file with the Office of the Borough Clerk, for a total price of \$3,500.00 to be reimbursed by the DCA.

3. The Mayor of the Borough, the Acting Borough Administrator, the NPP Coordinator and other reasonably necessary personnel are hereby authorized to execute the Agreement on behalf of the Borough or any other documents necessary to effectuate the retention of Ms. Sharpe.

4. The Borough hereby authorizes the NPP Coordinator to process the retention of Ms. Sharpe with the DCA for reimbursement through the Program.

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

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

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

OFFERED:

SECONDED:

AYES:

NAYS:

ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of May 5, 2020.

Michele Clark, RMC
Borough Clerk

Grace Your Space

Contract: McDonagh Building Broad St

Grace W. Sharpe, Sole Proprietor
33 Pershing Place, Keyport, New Jersey 07735
P.(732)203-1303 C. (201)394-6757
Email Graceyourspace@msn.com
Website www.graceyourspace.net

Date: April 28,2020

NJ License # 13VH07483000

Nicole Henn
NPP Coordinator
Keyport Borough
70 W Front St.
Keyport, NJ 07735
Cell Phone: 732-351-3711
Email: nhenn@keyportonline.com

Description of Work to be Performed:

An image of Fred Astaire and Ginger Rogers dancing. Painted in a realistic style with a simple background. Dimensions 8'x7' using 2, 4'x 7' sheets of treated high grade plywood.

Cost: \$3,500.00 including materials.

\$1,000.00 Deposit Due *Completion date to be three weeks after receipt of \$1000.00 deposit

Balance of \$2,500.00 on completion.

Grace W. Sharpe 4-28-2020

Grace W. Sharpe

Date

Customer

Date

*This is an agreement made by Grace Your Space, Sole Proprietor and the customer above. Contractor shall produce as per approved sketches/samples provided. All work shall be performed by licensed contractors. Contractor and customer to agree on any "extra" costs before work is performed. Customer shall pay contractor the agreed upon sum as set forth in payment schedule above.

RESOLUTION #__-20

**AUTHORIZING EXECUTION OF AGREEMENT TO
RETAIN MILLENNIUM STRATEGIES, LLC TO PROVIDE
CONSULTATION FOR APPLICATION FOR
REIMBURSEMENT OF EMERGENCY FUNDS EXPENDED
DURING THE COVID-19 VIRUS STATE OF EMERGENCY
THROUGH THE FEDERAL EMERGENCY
MANAGEMENT AGENCY AND OTHER AGENCIES**

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, in March 2020 the United States Federal Government and the State of New Jersey declared a state of emergency and a public health emergency related to the containment of the spread of the COVID-19 virus; and

WHEREAS, the Borough has had to expend substantial funds on an emergency basis to address and respond to the state of emergency, the public health emergency, and otherwise combat the spread of the COVID-19 virus; and

WHEREAS, the Borough may be entitled to reimbursement of these emergency funds through the Federal Emergency Management Agency ("**FEMA**") and other agencies, including the State of New Jersey and the County of Monmouth; and

WHEREAS, the Borough requires the services of a consultant to assist in the application process through FEMA and other agencies for reimbursement of emergency funds expended during the COVID-19 virus state of emergency; and

WHEREAS, Millennium Strategies, LLC ("**Millennium**") has provided a proposed Agreement to provide consultation services to the Borough at a rate of \$180 per hour for an amount not to exceed \$60,000 total (the "**Agreement**"); and

WHEREAS, the Agreement is exempt from the Local Public Contract Law and does not require public bidding, because the Agreement is being awarded in response to the state of emergency; and

WHEREAS, the Borough seeks to retain Millennium and execute the Agreement to retain Millennium.

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

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

2. The Borough is hereby authorized to retain Millennium Borough at a rate of \$180 per hour for an amount not to exceed \$60,000 total and execute the Agreement on file with the Office of the Borough Clerk.

3. The Mayor of the Borough, the Acting Borough Administrator and other reasonably necessary personnel are hereby authorized and directed to execute the Agreement, subject to such additions, deletions, modifications or amendments deemed necessary by the Mayor of the Borough in her discretion in consultation with legal counsel, which additions, deletions, modifications or amendments do not alter the substantive rights and obligations of the parties thereto, and to take all other necessary and appropriate action to effectuate the retention of Millennium.

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

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

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

OFFERED:

SECONDED:

AYES:

NAYS:

ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of May 5, 2020.

Michele Clark, RMC
Borough Clerk

Millennium Strategies, LLC
60 Columbia Road, Suite 230
Morristown, New Jersey 07960

This Agreement is made and entered into this the _____ day of _____ 2020 by and between *Millennium Strategies, LLC* (herein referred to as "Consultant") located at 60 Columbia Road, Building B, Suite 230, Morristown, New Jersey 07960 and *Borough of Keyport* herein referred to as "Client") located at 70 West Front Street, Keyport, NJ, 07735.

SCOPE OF SERVICES

Consultant will provide FEMA Grants Management and Administrative professional services on behalf of Client to include but not be limited to:

- Project Kick-Off - Consultant will attend subgrant kick-off meeting with OEM and obtain all required forms and assurances required for later grant reimbursement.
- Procurement Process and Permitting Compliance Review – Consultant will provide assistance in ensuring that all federal regulatory requirements are met in the procurement process, and that all required permits (if required), and any required documentation are obtained and preserved.
- Quarterly Reporting – Consultant will complete online Quarterly Reporting for the period of performance.
- Scope of Work/Budget Modifications and Period of Performance Extension Request(if applicable) – Consultant will provide any material change to a FEMA-approved subgrant Scope of Work, or a change in the anticipated project cost that would require additional federal funds, must be reviewed and approved by FEMA, through NJOEM, prior to implementation. Coordinate with applicable officials/stakeholders to prepare the Submission Package to NJOEM, following-up and responding to any State or FEMA questions or requests for additional information.
- Programmatic/Regulatory Compliance Monitoring – All FEMA-approved funding and subgrants have programmatic and regulatory conditions and requirements, dependent on activities/project type, that must be adhered to in order to be eligible for reimbursement. Consultant will coordinate with applicable officials/stakeholders to ensure these conditions and requirements are communicated to the appropriate parties; Consultant will also ensure that sufficient and appropriate documentation is developed and will be retained as required for reimbursement and subgrant "closeout."
- Request for Reimbursement ("RFR") Package Development – NJOEM has developed a comprehensive documentation checklist, including the required order and format, detailing the information that must accompany all Requests for Reimbursement. This submission package will include evidence of procurement process compliance, copies of all permits, evidence of payment of all project costs, photographs, and required regulatory and programmatic assurances. Consultant will, following the on-going collection of this information, prepare the RFR Package and submit to NJOEM for its review and processing.
- Programmatic and Financial Reconciliation of Subgrant ("Closeout") – Following the processing of the RFR, the Grant Manager will facilitate the Closeout Procedure, ending active management of the subgrant.

**Millennium Strategies, LLC
60 Columbia Road, Suite 230
Morristown, New Jersey 07960**

MANDATORY LANGUAGE

The parties to this Contract agree to incorporate into this Contract the mandatory language of N.J.S.A. 10:5-36 et seq. (N.J.A.C. 17:27) a copy of which is attached hereto as Exhibit "A".

TERM

The term of this Agreement shall commence on _____ and shall renew by mutual consent.

COMPENSATION

Consultant shall receive a consulting fee of \$180.00 per hour, for an amount not to exceed \$60,000.00. Invoices will be rendered on the first (1st) day of each subsequent month and be due and payable by the tenth (10th) day of each month. All fees are non-refundable as paid.

TERMINATION

Either party may terminate this Agreement at any time by giving written notice, delivered by registered mail to the office of the other party. Termination shall occur fourteen (14) days after posting of such notice. Upon termination or conclusion of the Agreement term, the retainer arrangement will cease.

HOLD HARMLESS

Each party hereby agrees to indemnify and hold the other parties harmless from any expense, loss, liability, or claim incurred directly or indirectly by the responsible party with respect to any actions or omissions, authorized or unauthorized, of such party, its employees, agents servants subcontractors, or assignees with respect to this Agreement. Indemnification shall include, but not be limited to fees, claims, demands, and losses, court costs, settlement costs, and counsel fees whatsoever the nature, without limitation.

ASSIGNABILITY

This Agreement is not assignable without the consent of all parties.

BINDING

This Agreement shall be binding upon each party's successors or assignees.

LAW

The terms of this Agreement shall be governed by the laws of the State of New Jersey.

**Millennium Strategies, LLC
60 Columbia Road, Suite 230
Morristown, New Jersey 07960**

DISPUTES

The parties hereto stipulate and agree that any dispute between them, whether equitable or legal relief is sought shall be venued in the Superior Court. Each of the parties to this Agreement further stipulates and agrees to the personal and subject matter jurisdiction of the Superior Court of New Jersey, in such dispute or proceeding.

AGREED TO AND ACCEPTED BY:

Witness:

Millennium Strategies, LLC

By: _____

Name: Susan M. Scavone

Title: Principal

Witness:

Borough of Keyport

By: _____

Name:

Title

RESOLUTION #___-20

**AUTHORIZING APPLICATION FOR THE MUNICIPAL
AID GRANT PROGRAM OFFERED BY THE NEW JERSEY
DEPARTMENT OF TRANSPORTATION**

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, on April 13, 2020, the New Jersey Department of Transportation (the "**NJDOT**") announced a \$151.25 million Municipal Aid grant program to fund local transportations with a particular focus on projects that support walking and biking in the community (the "**Municipal Aid Grant**"); and

WHEREAS, the Municipal Aid Grant also offers an additional \$10 million in urban aid; and

WHEREAS, the Borough seeks to apply for the Municipal Aid Grant to fund improvements for the roadways located at 7th Street, 8th Street and Fulton Street.

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

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Borough is hereby authorized to apply for the Municipal Aid Grant to fund improvements for the roadways located at 7th Street, 8th Street and Fulton Street.
3. The Mayor of the Borough, the Acting Borough Administrator and other reasonably necessary personnel are hereby authorized and directed to complete and execute any form, applications or other documents necessary to apply for the Municipal Aid Grant from the NJDOT.
4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
5. A copy of this Resolution shall be available for public inspection at the offices of the Borough Clerk.
6. This Resolution shall take effect as provided by law.

OFFERED:

SECONDED:

AYES:

NAYS:

ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of May 5, 2020.

Michele Clark, RMC
Borough Clerk



For Immediate Release:
April 13, 2020

Contact: Steve Schapiro
609-963-1975

**Municipal Aid applications being accepted
for nearly \$165 million in FY21 grants
Transit Village, Bikeways, and Safe Streets to Transit applications also being
accepted**

(Trenton) – The New Jersey Department of Transportation (NJDOT) today announced the grant solicitation period for NJDOT's Fiscal Year 2021 State Aid programs, including Municipal Aid, as well as the Transit Village, Bikeway, and Safe Streets to Transit programs, is open with applications being accepted starting today, Monday, April 13 through July 1, 2020.

"Municipal Aid grants provide funding to our cities and towns to make needed road, bridge, safety, and quality-of-life improvements on local roads," NJDOT Commissioner Diane Gutierrez-Scaccetti said. "These grants, along with funds provided through our Transit Village, Bikeway, and Safe Streets to Transit programs, help maintain the state's comprehensive transportation network in a state of good repair and demonstrate the New Jersey Department of Transportation's Commitment to Communities."

In 2019, NJDOT shifted the grant cycle to better allow municipalities to incorporate awarded projects into upcoming municipal budgets. This provides more certainty for local governments and helps get important infrastructure projects to construction sooner. Grant awards are expected to be announced in November. The following is a brief description of each grant program:

- **Municipal Aid** - This \$151.25 million program has been a significant resource in funding local transportation projects. All municipalities are eligible. The Department continues to encourage municipalities to consider using the Municipal Aid Program to fund projects that support walking and biking in their communities especially now that additional funds are available. An additional \$10 million is provided in Urban Aid for a total of \$161.25 million.

- **Transit Village** - This program will award grants totaling \$1 million for traditional and non-traditional transportation projects that enhance walking, biking and/or transit ridership within a half mile of the transit facility. Only New Jersey municipalities that have been designated as Transit Villages by the Commissioner of Transportation and the Inter-agency Transit Village Task Force are eligible to apply. The eligible town list can be found at: <http://www.state.nj.us/transportation/business/localaid/transitvillagef.shtm>
- **Bikeways** - This \$1 million program is intended to fund bicycle projects that create new Bike Path Mileage. It is available to all counties and municipalities. The Department continues to work toward the goal of achieving 1,000 miles of dedicated bikeways in New Jersey. Special consideration will be given to bikeways that are physically separated from motorized vehicular traffic by an open space or barrier, but on-road bike lanes and other bike routes and facilities are also eligible for funding.
- **Safe Streets to Transit** - The intent of this program is to encourage counties and municipalities to construct safe and accessible pedestrian linkages to transit facilities, in order to promote increased usage of transit by all segments of the population. A total of \$1 million is available for grant awards.

The grants are administered by the NJDOT Division of Local Aid and Economic Development. The Local Aid Resource Center, created last year, provides one-stop shopping for local government managers by providing hands-on resources for the application process, raising awareness of grant cycles and proactively communicating program information.

For more information about Local Aid programs go to www.njdotlocalaidrc.com; email DOT-LocalAID.ResourceCenter@dot.nj.gov or call 609.649.9395. For NJDOT news follow us on Twitter [@NJDOT_info](https://twitter.com/NJDOT_info) and on the [NJDOT Facebook page](https://www.facebook.com/NJDOT).

###

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RESOLUTION #___-20

**AUTHORIZING APPLICATION FOR THE SAFE STREETS
TO TRANSIT GRANT PROGRAM OFFERED BY THE NEW
JERSEY DEPARTMENT OF TRANSPORTATION**

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, on April 13, 2020, the New Jersey Department of Transportation (the "**NJDOT**") announced a \$1 million Safe Streets to Transit grant program to fund the construction of safe and accessible pedestrian linkages to transit facilities, in order to promote increased usage of mass transit (the "**Safe Streets Grant**"); and

WHEREAS, the Borough seeks to apply for the Safe Streets Grant to fund improvements for the roadways located at Green Grove Avenue leading the bus station.

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

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Borough is hereby authorized to apply for the Safe Streets Grant to fund improvements for the roadways located at Green Grove Avenue leading the bus station.
3. The Mayor of the Borough, the Acting Borough Administrator and other reasonably necessary personnel are hereby authorized and directed to complete and execute any form, applications or other documents necessary to apply for the Safe Streets Grant from the NJDOT.
4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
5. A copy of this Resolution shall be available for public inspection at the offices of the Borough Clerk.
6. This Resolution shall take effect as provided by law.

OFFERED:

SECONDED:

AYES:

NAYS:

ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of May 5, 2020.

Michele Clark, RMC
Borough Clerk



**NJDOT
NEWS**



For Immediate Release:
April 13, 2020

Contact: Steve Schapiro
609-963-1975

**Municipal Aid applications being accepted
for nearly \$165 million in FY21 grants
Transit Village, Bikeways, and Safe Streets to Transit applications also being
accepted**

(Trenton) – The New Jersey Department of Transportation (NJDOT) today announced the grant solicitation period for NJDOT's Fiscal Year 2021 State Aid programs, including Municipal Aid, as well as the Transit Village, Bikeway, and Safe Streets to Transit programs, is open with applications being accepted starting today, Monday, April 13 through July 1, 2020.

"Municipal Aid grants provide funding to our cities and towns to make needed road, bridge, safety, and quality-of-life improvements on local roads," NJDOT Commissioner Diane Gutierrez-Scaccetti said. "These grants, along with funds provided through our Transit Village, Bikeway, and Safe Streets to Transit programs, help maintain the state's comprehensive transportation network in a state of good repair and demonstrate the New Jersey Department of Transportation's Commitment to Communities."

In 2019, NJDOT shifted the grant cycle to better allow municipalities to incorporate awarded projects into upcoming municipal budgets. This provides more certainty for local governments and helps get important infrastructure projects to construction sooner. Grant awards are expected to be announced in November. The following is a brief description of each grant program:

- **Municipal Aid** – This \$151.25 million program has been a significant resource in funding local transportation projects. All municipalities are eligible. The Department continues to encourage municipalities to consider using the Municipal Aid Program to fund projects that support walking and biking in their communities especially now that additional funds are available. An additional \$10 million is provided in Urban Aid for a total of \$161.25 million.

- **Transit Village** - This program will award grants totaling \$1 million for traditional and non-traditional transportation projects that enhance walking, biking and/or transit ridership within a half mile of the transit facility. Only New Jersey municipalities that have been designated as Transit Villages by the Commissioner of Transportation and the inter-agency Transit Village Task Force are eligible to apply. The eligible town list can be found at: <http://www.state.nj.us/transportation/business/localaid/transitvillagef.shtm>
- **Bikeways** - This \$1 million program is intended to fund bicycle projects that create new Bike Path Mileage. It is available to all counties and municipalities. The Department continues to work toward the goal of achieving 1,000 miles of dedicated bikeways in New Jersey. Special consideration will be given to bikeways that are physically separated from motorized vehicular traffic by an open space or barrier, but on-road bike lanes and other bike routes and facilities are also eligible for funding.
- **Safe Streets to Transit** - The intent of this program is to encourage counties and municipalities to construct safe and accessible pedestrian linkages to transit facilities, in order to promote increased usage of transit by all segments of the population. A total of \$1 million is available for grant awards.

The grants are administered by the NJDOT Division of Local Aid and Economic Development. The Local Aid Resource Center, created last year, provides one-stop shopping for local government managers by providing hands-on resources for the application process, raising awareness of grant cycles and proactively communicating program information.

For more information about Local Aid programs go to www.njdotlocalaidrc.com; email DOT-LocalAID.ResourceCenter@dot.nj.gov or call 609.649.9395. For NJDOT news follow us on Twitter [@NJDOT_Info](#) and on the [NJDOT Facebook page](#).

###

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RESOLUTION #__-20

**AUTHORIZING APPLICATION FOR THE BIKEWAYS
GRANT PROGRAM OFFERED BY THE NEW JERSEY
DEPARTMENT OF TRANSPORTATION**

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, on April 13, 2020, the New Jersey Department of Transportation (the "**NJDOT**") announced a \$1 million bikeways grant program to fund the projects that create new mileage of bike paths throughout the state of New Jersey (the "**Bikeways Grant**"); and

WHEREAS, the Borough seeks to apply for the Bikeways Grant to fund construction of bike paths from the bus station to Third Street and Green Grove Avenue.

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

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Borough is hereby authorized to apply for the Bikeways Grant to fund construction of bike paths from the bus station to Third Street and Green Grove Avenue.
3. The Mayor of the Borough, the Acting Borough Administrator and other reasonably necessary personnel are hereby authorized and directed to complete and execute any form, applications or other documents necessary to apply for the Bikeways Grant from the NJDOT.
4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
5. A copy of this Resolution shall be available for public inspection at the offices of the Borough Clerk.
6. This Resolution shall take effect as provided by law.

OFFERED:

SECONDED:

AYES:

NAYS:

ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of May 5, 2020.

Michele Clark, RMC
Borough Clerk



**NJDOT
NEWS**



For Immediate Release:
April 13, 2020

Contact: Steve Schapiro
609-963-1975

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for nearly \$165 million in FY21 grants
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"Municipal Aid grants provide funding to our cities and towns to make needed road, bridge, safety, and quality-of-life improvements on local roads," NJDOT Commissioner Diane Gutierrez-Scaccetti said. "These grants, along with funds provided through our Transit Village, Bikeway, and Safe Streets to Transit programs, help maintain the state's comprehensive transportation network in a state of good repair and demonstrate the New Jersey Department of Transportation's Commitment to Communities."

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- **Transit Village** - This program will award grants totaling \$1 million for traditional and non-traditional transportation projects that enhance walking, biking and/or transit ridership within a half mile of the transit facility. Only New Jersey municipalities that have been designated as Transit Villages by the Commissioner of Transportation and the inter-agency Transit Village Task Force are eligible to apply. The eligible town list can be found at: <http://www.state.nj.us/transportation/business/localaid/transitvillagef.shtm>
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The grants are administered by the NJDOT Division of Local Aid and Economic Development. The Local Aid Resource Center, created last year, provides one-stop shopping for local government managers by providing hands-on resources for the application process, raising awareness of grant cycles and proactively communicating program information.

For more information about Local Aid programs go to www.njdotlocalaidrc.com; email DOT-LocalAID.ResourceCenter@dot.nj.gov or call 609.649.9395. For NJDOT news follow us on Twitter [@NJDOT_info](https://twitter.com/NJDOT_info) and on the [NJDOT Facebook page](https://www.facebook.com/NJDOT).

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RESOLUTION #__-20

**AUTHORIZING APPOINTMENT OF DENISE NELLIS AS
RECREATION SECRETARY**

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

WHEREAS, the Borough provides a series of recreational events and activities for the residents of the Borough; and

WHEREAS, the Borough requires a Recreation Secretary to provide administrative and secretarial support for these recreational events and activities; and

WHEREAS, the Borough seeks to appoint Denise Nellis as the Recreation Secretary for a term of eight months beginning on May 1, 2020 until December 31, 2020; and

WHEREAS, the position of Recreation Secretary is to be compensated with a stipend of \$3,000.

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

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Borough hereby authorizes the appointment of Denise Nellis the Recreation Secretary for a term of eight (8) months from May 1, 2020 until December 31, 2020.
3. The Borough hereby authorizes the payment of a stipend of \$3,000 for Denise Nellis for the appointment as Recreation Secretary.
4. The Mayor of the Borough, the Acting Borough Administrator and other reasonably necessary personnel are hereby authorized to complete and execute all necessary forms and materials needed for the appointment of Denise Nellis as the Recreation Secretary.
5. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
6. A copy of this Resolution shall be available for public inspection at the offices of the Borough Clerk.
7. This Resolution shall take effect as provided by law.

OFFERED:
SECONDED:
AYES:
NAYS:
ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of May 5, 2020.

Michele Clark, RMC
Borough Clerk

RESOLUTION #___-20

AUTHORIZING EXECUTION OF THE FISCAL YEAR 2021-2023 INTERLOCAL AGREEMENT WITH MONMOUTH COUNTY FOR PARTICIPATION IN THE COMMUNITY BLOCK DEVELOPMENT PROGRAM.

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, certain federal funds are potentially available to the County of Monmouth (the "**County**") under Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program (the "**CDBG Program**"); and

WHEREAS it is necessary to establish a legal basis for the County and its residents to benefit from the CDBG Program; and

WHEREAS the County has provided a proposed cooperation agreement captioned Agreement Between the County of Monmouth and Certain Municipalities Located Therein for the Establishment of a Cooperative Means of Conducting Certain Community Development Activities for fiscal years 2021 through 2023 (the "**Agreement**") whereby the County in cooperation with other municipalities will establish a Interlocal Services Program pursuant to N.J.S.A. 40:8B-1; and

WHEREAS the Borough desires to execute the Agreement and participate in the Interlocal Services Program.

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

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Borough is authorized to execute the Agreement and participate in the Interlocal Services Program established by the County.
3. The Mayor of the Borough, the Acting Borough Administrator and other reasonably necessary personnel are hereby authorized and directed to complete and execute the Agreement on file with the Office of Borough Clerk on behalf of the Borough.
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 applicable law.

OFFERED:

SECONDED:

AYES:

NAYS:

ABSENT:

I, Michele Clark, Borough Clerk, do hereby certify that this is a true copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at the Regular Council Meeting of May 5, 2020.

Michele Clark, RMC
Borough Clerk

COOPERATION CONTRACT

Agreement Between the County of Monmouth and Certain Municipalities Located Therein for the Establishment of a Cooperative Means of Conducting Certain Community Development Activities

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program, provides for substantial Federal funds being made to certain urban counties for use therein, and

WHEREAS, this act establishes certain criteria which must be met in order for a county to be the recipient of said funding, and

WHEREAS, the Inter-local Services Act (N.J.S.A. 40:8A-et seq.) provides a mechanism through which counties and municipalities may enter into agreements for the provision of joint services, it is therefore agreed by the County of Monmouth and the **Keyport Borough** as follows:

A. Community Development Planning Process

1. Nature and Extent of Services

(a.) Purpose: The purpose of this agreement is to establish a legal mechanism through which the county government may apply for, receive, and disburse Federal funds available to eligible urban counties under Title I of the Housing and Community Development Act of 1974, as amended commonly known as Community Development Block Grant Program, and to take such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of this program. Federal funds received by the county shall be for such functions as community renewal, water and sewer facilities, neighborhood facilities, public facilities, housing rehabilitation, open space and such other purposes as are authorized by the Act. Nothing contained in this agreement shall deprive any municipality or other unit of local government of any powers of zoning, development control or other lawful authority which presently possesses, nor shall any participant be deprived of any State or Federal aid to which it might be entitled in its own right, except as herein provided.

(b.) Establishment of Committee: There is hereby established a cooperative Community Development Block Grant Committee, consisting of one representative from each participating

municipality and two representatives of the County government, each to be appointed for one-year period coinciding with calendar year. The chief executive with the consent of the governing body of each participating agency shall make the one appointment.

(c.) Responsibilities of Committee:

- (1) The Committee shall elect a Chairperson, and shall take formal action only upon a two-thirds vote of the members present.
- (2) With the concurrence of the Board of Chosen Freeholders and Administrative Liaison Officer shall be designated. He shall be an employee of the County. He shall, within the limits of resources available, provide technical and administrative support to the Committee, and shall provide liaison between the Committee and the Board of Chosen Freeholders.
- (3) The Committee shall meet promptly after its establishment and thereafter as often as required. It shall establish rules of procedure as may be required.
- (4) The Committee shall study and discuss the community development needs of the county which affect the participating local governments and shall determine the most effective and acceptable utilization of Community Development Block Grant funds available to the county government. It shall recommend to the Board of Chosen Freeholders an application (Consolidated Plan) for participation in Federal funding, and toward that end it shall, in the matter herein prescribed, be authorized to develop required plans for the County, including a Housing Assistance Plan, and such other documents and certifications of compliance as are required by the Federal Government for participation by the County in the Community Development Block Grant Program. Funds applied for may be those available for "urban counties"; SMSA balances may also be applied for subject to approval of the participating municipalities.
- (5) The Committee shall develop, in full consultation with the Monmouth County Community Development Office and all affected agencies of the local governments involved, priorities for the actual utilization of such funds as are made available from the Federal Government under this Title. The

Committee shall recommend for each project or activity to be carried out with these funds a specific means of accomplishment. This may be for the County to carry out the project or function, for a municipality to receive the monies to carry it out, or for some other combination of local or State agencies. Such implementation mechanism shall be established either by means of a separate contract entered into between the county government, upon the approval of this Committee, and the municipality or municipalities in which the activity or function is to take place, pursuant to the provisions of the Inter-local Services Act, or Section C of this agreement, subject to the same approvals. The implementation mechanism shall be established before submission of the application to HUD, and any relevant document becomes part of this agreement and should be submitted to HUD with it.

2. Standards of Performance

**Section K.
of the
Notice**

Every Inter-local Services Agreement established pursuant to this agreement shall contain standards of performance as required by the Inter-local Services Act and by the Housing and Community Development Act of 1974, as amended. Annually a report shall be prepared for the Committee by each recipient of funds describing whether the desired objectives have been attained. The Committee shall thereupon report its findings to all participating local governments, and shall submit such reports to the Board of Chosen Freeholders, as may be required for submission to the Federal Government. Pursuant to 24 CFR 570.501(b), all units of local government are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement described in 24 CFR 570.503.

**Section L
of the
Notice**

This agreement includes, by reference, all provisions authorized by State and local laws that legally obligate the cooperating units to undertake the necessary action, as determined by the County, to carry out a community development program and the approved CHAS, and/or meet other requirements of the CDBG program and other applicable laws.

3. Standards Applicable to Real Property Acquired or Improved in Whole or in Part with CDBG Funds

The following standards apply to real property acquired or improved in whole or in part using CDBG funds that are within the control of the municipality:

- (a.) The municipality must notify the county in a timely manner of any modifications or change in the use of real property from that planned at the time of acquisition of improvement including disposition;
- (b.) The municipality shall reimburse the county an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations; and
- (c.) Program income generated from disposition or transfer of property prior to or subsequent to close-out, change of status or termination of the cooperation agreement between the county and the municipality shall be paid to the county.

4. Estimated Cost and Allocation Thereof

The amount of Federal funds involved shall be the amount applied for by the Board of Chosen Freeholders pursuant to the recommendation of the Committee, subject to any modification made by HUD. Any Federal funds received by letter of credit or otherwise shall be placed in a County Trust Funds established and maintained pursuant to regulations promulgated by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. This fund shall be in a separate bank account subject to the control of the County government, which shall be the designated recipient for the funds provided by the Federal act. Upon authorization by the County, and in compliance with State law and promulgated regulations, funds may be expended from this Trust Funds by the County by payment to the particular municipality pursuant to a specific contract. Neither the committee, the county government, nor any participating local government may expend, sell, trade or commit funds except as may be authorized pursuant to this agreement and in full compliance with State and Federal laws and regulations. No participant under this contract may in any way be obligated to expend funds of its own unless the grandfathering provision is enacted prior to the official allocation of CDBG funds for FY 2020.

5. Duration of Contract

**Section E
of the
Notice —
Paragraph 2**

This contract shall be effective for the three (3) program years (Federal Fiscal Years 2021, 2022, and 2023 appropriations) for which the County is to qualify to receive CDBG entitlement funding and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The population of participating municipalities included in the urban county under this agreement shall be included in the population of the urban county for three (3) successive years which will include the federal fiscal years 2021, 2022 and 2023.

**Section E
of the
Notice —
Paragraph 3**

This agreement will automatically be renewed for participation in successive three-year qualification periods, unless the county or the municipality provides written notice it elects not to participate in a new qualification period.

**Section E
of the
Notice —
Paragraph 2**

A copy of the notice must be sent to the HUD Field Office. By the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the participating unit of general local government in writing of its right not to participate. A copy of the county's notification to the jurisdiction must be sent to the HUD Field Office by the date specified in the urban county qualification notice.

Failure by either party to adopt an amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for the subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice will void the automatic renewal of such qualification period.

**Section G
of the
Notice**

This Agreement remains in effect until the CDBG and HOME funds and income received with respect to activities carried out during the three-year qualification period (and any successive qualification period under agreements that provide for automatic renewals) are expended and the funded activities completed, and that the County and participating unit of general local government cannot

terminate or withdraw from this Agreement while it remains in effect.

5. Duration of Contract

By executing the CDBG cooperation agreement, the cooperating unit of general local government understands that it:

**Section D1
of the
Notice**

- (a) may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's program; and

**Section D2
of the
Notice**

- (b) may receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit(s) of local government cannot form a HOME consortium with other local governments. This does not preclude the urban county or a unit of government participating with the urban county from applying to the state for HOME funds, if the state allows.

**Section D3
of the
Notice**

- (c) may receive a formula allocation under the ESG Program only through the urban county. This does not preclude the urban county or a unit of government participating with the urban county from applying to the state for ESG funds, if the state allows. Thus, even if the urban county does not receive an Emergency Solutions Grant (ESG) formula allocation, the participating unit(s) of local government cannot form an ESG consortium with other local governments.

6. Duration of General Agent

The Administrative Liaison Officer selected pursuant to section A 1 C (2) of this Agreement is hereby designated as the administrative agent of the Board of Chosen Freeholders for purposes of compliance with statutory and regulatory responsibilities. He shall be accountable to the Board of Chosen Freeholders, and for this purpose shall be subject to the supervision of the Board.

B. Qualification as Urban County

Section H of the Notice In addition to such assurances and agreements as may have been made by previously executed ordinances in order to meet the criteria for funding eligibility as an "urban county" the County and the cooperating unit of general local government agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, e.g., urban renewal and publicly assisted housing. The County and the cooperating unit of general local government agree to take all actions necessary to assure compliance with the urban county's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. No urban county funding shall be provided for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e. the entire urban county) which can, in turn, provide cause for funding sanctions or other remedial actions by the U.S. Department of Housing and Urban Development.

This agreement shall be effective only when sufficient municipalities have signed the contract so that 200,000 population is represented, and when all other Federal eligibility criteria for designation as an "urban county" under the Act have been satisfied. In the event that sufficient municipalities to meet these criteria should not sign this Agreement within the time period set forth by the United States Department of Housing and Urban Development, the Freeholder Director shall so notify all signatories and the Agreement shall thereupon be null and void.

Section J of the Notice In order to comply with Federal requirements, the County Government, through the Board of Chosen Freeholders, shall be the applicant for community development funds, and shall have final responsibility as applicant and shall have final responsibility for selecting activities and annually filing Final Statements with HUD. The County shall also have the authority to carry out activities which will be funded from Annual Community

Development Block Grant from Federal Fiscal Years 2012, 2013, and 2014 appropriations and from any program income generated from the expenditure of such funds.

Section C of the Notice C. Agreement as to Specific Activities

The specific activities to be included in this Section will be developed in cooperation with the parties to this agreement and shall be adopted by the Community Development Committee.

This Agreement covers the CDBG Entitlement, the HOME Investment Partnership, and Emergency Shelter (Solutions) Grant programs.

D. Program Income

1. That the municipality must inform the County of any program income generated by the expenditure of CDBG funds received by the municipality;
2. That any such program income must be paid to the County or that the municipality may retain the program income subject to the acceptance of a written agreement by all parties;
3. That any program income the municipality is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply;
4. That the County has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate recordkeeping and reporting by the municipality as may be needed for this purpose;
5. That in the event of close-out or change in status of the municipality, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.

- E. This contract may be executed in substantially similarly worded counterparts, each of which shall be signed by the Freeholder Director and the chief executive of a participating municipality. Each signatory agency agrees to cooperate with all other signatories and be bound as if all had signed the same Agreement.

F. Severability and Modification Clause

In the event that any portion of the agreement shall be made inoperative by reason of judicial or administrative law ruling, the remainder of shall continue in effect. In the event that any modification of work activity shall be come necessary, the Community Development Block Grant Committee may increase or decrease the cost of any project by not more that 10%, subject to concurrence by HUD, the County and the municipalities involved.

- G. This agreement shall supplement any previous agreements on this subject and shall replace and supersede any previously agreed upon provisions only to the extent of conflict of purpose.

Section J of the Notice H. In no case may any party to this Agreement obstruct the implementation of the approved Consolidated Plan during the three (3) program years (Federal Fiscal Years 2021, 2022, and 2023 appropriations) in which this contract is in effect. The County has final responsibility for selecting CDBG, HOME, and ESG activities and submitting the Consolidated Plan to HUD, unless the county is a member of a HOME consortium, and then the consortium submits the Plan developed by the County.

Section I of the Notice I. The County and the cooperating unit of general local government have adopted and are enforcing:

- A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within the jurisdiction.

Keyport Borough
Municipality

County of Monmouth:

Date: _____

Date: _____

By: _____
Mayor

By: _____
Thomas A. Arnone
Director of the Board of
Chosen Freeholders

(Municipal Clerk)

Marion Masnick
Clerk of the Board of
Chosen Freeholders

RESOLUTION #____-20

RESOLUTION OF THE BOROUGH OF KEYPORT,
COUNTY OF MONMOUTH, NEW JERSEY REGARDING
CERTIFICATION OF COMPLIANCE WITH THE UNITED
STATES EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION'S "ENFORCEMENT GUIDANCE ON THE
CONSIDERATION OF ARREST AND CONVICTION
RECORDS IN EMPLOYMENT DECISIONS UNDER TITLE
VII OF THE CIVIL RIGHTS ACT OF 1964"

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:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body of the Borough have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Keyport:

1. Hereby states that the Borough has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Borough Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

2. 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 Meeting of May 5, 2020.

Michele Clark, RMC
Borough Clerk

**GOVERNING BODY CERTIFICATION PURSUANT TO P.L. 2017, C.183 OF
COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION'S**

**"Enforcement Guidance on the Consideration of Arrest and Conviction Records in
Employment Decisions Under Title VII of the Civil Rights Act of 1964"**

**GROUP AFFIDAVIT FORM FOR MUNICIPALITIES AND COUNTIES
NO PHOTO COPIES OF SIGNATURES**

STATE OF NEW JERSEY
COUNTY OF MONMOUTH

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

1. We are duly elected (or appointed) members of the Mayor and Council of the Borough of Keyport in the County of Monmouth;
2. Pursuant to P.L. 2017, c.183, we have familiarized ourselves with the contents of the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012);
3. We are familiar with the local unit's hiring practices as they pertain to the consideration of an individual's criminal history;
4. We certify that the local unit's hiring practices comply with the above-referenced enforcement guidance.

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

Sworn to and subscribed before me this
_____ day of May, 2020
Notary Public of New Jersey

Michele Clark, RMC
Borough Clerk

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

IMPORTANT: This certificate must be executed before a municipality or county can submit its approved budget to the Division of Local Government Services. The executed certificate and the adopted resolution must be kept on file and available for inspection.

ORDINANCE

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

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

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

WHEREAS, the Borough Council of the Borough of Keyport in the County of Monmouth finds it advisable and necessary to increase its CY 2020 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Borough Council hereby determines that a 1.0 % increase in the budget for said year, amounting to \$77,055.68 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

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

NOW THEREFORE BE IT ORDAINED, by the Borough Council of the Borough of Keyport, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2020 budget year, the final appropriations of the Borough of Keyport shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$269,694.88, and that the CY 2020 municipal budget for the Borough of Keyport be approved and adopted in accordance with this ordinance; and,

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

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

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

INTRODUCTION: May 5, 2020

PUBLIC HEARING:

ADOPTION:

Michele Clark, RMC
Borough Clerk

Collette J. Kennedy, Mayor
Borough of Keyport

ORDINANCE #___-20

ORDINANCE OF THE BOROUGH OF KEYPORT, COUNTY OF MONMOUTH, NEW JERSEY, REVISING THE BOROUGH OF KEYPORT PUBLIC BENCH SPONSORSHIP PROGRAM

WHEREAS, on June 10, 2014, the Borough of Keyport (the "**Borough**") adopted Ordinance #7-14 establishing a Public Bench Sponsorship Program (the "**Bench Program**") to increase the number of public benches in the Borough and to provide the opportunity for Borough residents to sponsor individual benches to honor family and friends; and

WHEREAS, the Borough seeks to revise the requirements and parameters of the Bench Program.

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

Section 1. This Ordinance amends and supersedes Ordinance #7-14.

Section 2. The Keyport Public Bench Sponsorship Program is hereby established.

Section 3. The Keyport Public Bench Sponsorship Program shall be administered by the Borough Administrator, subject to review and approval from the Borough Council for the Borough of Keyport, in accordance with the following parameters:

- a. The Borough shall publicly notice sponsorship opportunities for public benches and shall make available to all residents of the Borough of Keyport opportunities for sponsorship on a first-come, first serve basis or other equitable method determined by the Borough Council for the Borough of Keyport.
- b. The sponsorship fee for a dedicated bench shall be \$1,000 for a dedication for a period of ten (10) years which shall be submitted with a completed sponsorship application. If the sponsorship application seeks sponsorship of a bench that is already being sponsored, the sponsorship fee will be returned to the applicant.
- c. Sponsorship applications shall be available at the Borough Hall and upon completion shall be submitted to Borough Hall to the Office of the Business Administrator.
- d. Sponsorship fees for sponsorship of benches in Waterfront Park, or other locations within the Borough's Recreational Open Space Inventory shall be made payable to the "Keyport Bayshore Recreational Trust Account."
- e. Benches shall be of a size, style, and material as determined by the Borough.

- f. The Borough shall not be responsible for the replacement of benches that have been damaged or destroyed due to vandalism or natural occurrences such as fire or inclement weather events.

Section 4. The Borough Clerk is hereby directed, upon adoption of the ordinance after public hearing thereon, to publish notice of the passage thereof.

Section 5. This ordinance shall be in full force and effect from and after its adoption and any publication according to law.

Introduced: May 5, 2020

Public Hearing:

Adopted:

Michele Clark, RMC
Borough Clerk
Borough of Keyport

Collette J. Kennedy, Mayor
Borough of Keyport

2015820

MUNICIPAL BUDGET NOTICE

Section 1.

Municipal Budget of the BOROUGH of KEYPORT, County of MONMOUTH for the Fiscal Year 2020

Be it Resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2020.

Be it Further Resolved, that said Budget be published in the

ASBURY PARK PRESS

in the issue of MAY 15, 2020

The Governing Body of the BOROUGH of KEYPORT does hereby approve the following as the Budget for the year 2020:

RECORDED VOTE

(insert last name)

Ayes	Nays	Abstained	Absent

Notice is hereby given that the Budget and Tax Resolution was approved by the

COUNCIL MEMBERS of the BOROUGH

of KEYPORT, County of MONMOUTH, on MAY 5, 2020.

A Hearing on the Budget and Tax Resolution will be held at BOROUGH OF KEYPORT, on JUNE 16, 2020 at

7:00 o'clock PM at which time and place objections to said Budget and Tax Resolution for the year 2020 may be presented by taxpayers or other

interested persons.

144/30/2020 4:14 PM4:14 PMMichele Clark

Michele Clark

From: Keyport Administrator <admintemp@keyportonline.com>
Sent: Thursday, April 30, 2020 2:34 PM
To: 'Michele Clark'
Subject: FW: Chingarora Ave/3rd/4th

Please place on for discussion on Tuesday.

Thank you,

Tom

From: Joe Sheridan <[REDACTED]>
Sent: Thursday, April 30, 2020 1:05 PM
To: Keyport Administrator <admintemp@keyportonline.com>
Subject: RE: Chingarora Ave/3rd/4th

Tom,

Can you please forward this e-mail onto Trevor and see if there is any reason why we would keep Chingarora Ave. between Third and Fourth Streets as a roadway moratorium?

Thanks,
J

From: Keyport Administrator [<mailto:admintemp@keyportonline.com>]
Sent: Thursday, April 30, 2020 12:13 PM
To: Joe Sheridan; 'Matthew Goode'; 'Dennis F Fotopoulos'
Cc: 'Michele Clark'
Subject: FW: Chingarora Ave/3rd/4th

Discuss Tuesday?

From: Chen Kenny <KChen@njng.com>
Sent: Wednesday, April 29, 2020 1:50 PM
To: Taylor, Trevor <trevort@cmeusa1.com>
Cc: 'Michele Clark' (<mclark@keyportonline.com> <mclark@keyportonline.com>); Tom Henshaw <admintemp@keyportonline.com>; Puglisi Joseph <JPuglisi@NJNG.com>
Subject: RE: Chingarora Ave/3rd/4th

Trevor,

Below is a description that you can send the council for them to review.

"It has come to the attention of New Jersey Natural Gas that Chingarora Ave between Third Street and Fourth Street is currently under a roadway moratorium. This section of Chingarora Ave qualifies for our SAFE (Safety Acceleration and Facility Enhancement) infrastructure replacement program which focuses on the replacement of bare and unprotected steel mains and associated services in our system. By replacing the aforementioned steel infrastructure, NJ Natural Gas will greatly reduce the risk of potential leaks and issues the current facilities may impose."

244/30/2020 4:14 PM4:14 PM Michele Clark

Since this program is coming to an end, we would like to work with the Borough of Keyport to complete this project which is currently the last and remaining street in the borough that falls under this program.

If you have any questions, please do not hesitate to contact me.

Regards,
Kenny Chen
Engineer II



1415 Wyckoff Rd., P.O. Box 1464
Wall, NJ 07719
[P] 732.919.8254
[C] [REDACTED]
[F] 732.919.7854
[E] kchen@NJNG.com

From: Taylor, Trevor <trevort@cmeusa1.com>
Sent: April 24, 2020 4:35 PM
To: Chen Kenny <KChen@njng.com>
Cc: 'Michele Clark' (<mclark@keyportonline.com>) <mclark@keyportonline.com>; Tom Henshaw
<admintemp@keyportonline.com>; Puglisi Joseph <JPuglisi@NJNG.com>
Subject: Re: Chingarora Ave/3rd/4th

****CAUTION - THIS IS AN EXTERNAL E-MAIL. Do not open attachments or click links from unknown sources or unexpected e-mail.****

Ok. I will review with the Borough as we will need approval from the governing body to move forward at this time due to the moratorium.

Can you provide me with a description as to why the project is a necessary project so that I can include that in my review with the council?

Thanks
Trevor

On Apr 24, 2020, at 4:29 PM, Chen Kenny <KChen@njng.com> wrote:

Hi Trevor,

The Chingarora Ave project is a necessary project that has done. We understand the road is under moratorium and NJNG can agree to pave full width from curb to curb. We also understand that the residents will be complaining and we certainly do not want to inconvenience them any further, but completing this project will be for the betterment of the residents as we will be replacing the aging and poorly conditioned steel gas main. If Keyport Township is in agreement, NJNG will agree to pave the roads fully as previously mentioned. If you have any questions or concerns, please do not hesitate to call me.

Have a safe and fantastic weekend!

Regards,

Kenny Chen

Engineer II

<image001.png>

1415 Wyckoff Rd., P.O. Box 1464

Wall, NJ 07719

[P] 732.919.8254

[C] [REDACTED]

[F] 732.919.7854

[E] kchen@NJNG.com

From: Taylor, Trevor <trevort@cmeusa1.com>

Sent: April 24, 2020 4:16 PM

To: Chen Kenny <KChen@njng.com>

Cc: 'Michele Clark' (mclark@keyportonline.com) <mclark@keyportonline.com>; Tom Henshaw
<admintemp@keyportonline.com>

Subject: RE: Chingarora Ave/3rd/4th

****CAUTION - THIS IS AN EXTERNAL E-MAIL. Do not open attachments or click links from unknown sources or unexpected e-mail.****

Kenny-

My issue with this project is that we just paved all of these streets in 2016. So it is under a moratorium until 2021. And at that point we are going to have to advise the residents that waited 30 years for their road to be paved that we are ripping them up again right after the moratorium is over....it's not going to go over well. Is this a necessary project? If you want to proceed at this time it will require a curb to curb mill and overlay.

Thanks

Trevor

From: Chen Kenny <KChen@njng.com>

Sent: Thursday, April 23, 2020 10:19 AM

To: Taylor, Trevor <trevort@cmeusa1.com>

Subject: RE: Chingarora Ave/3rd/4th

Hi Trevor,

Can I get an update on this please?

Regards,

Kenny Chen

Engineer II

<image001.png>

1415 Wyckoff Rd., P.O. Box 1464

Wall, NJ 07719

[P] 732.919.8254

444/30/2020 4:14 PM4:14 PMMichele Clark

[C] [REDACTED]
[F] 732.919.7854
[E] kchen@NJNG.com

From: Chen Kenny
Sent: March 30, 2020 9:06 AM
To: Taylor, Trevor <trevort@cmeusa1.com>
Subject: Chingarora Ave/3rd/4th

Hi Trevor,

I hope you and your family are doing well during this time of madness. Be careful and make sure to stock up on food!

I was just curious on what the status on the permit application for Chingarora Ave between 3rd to 4th St was. Please provide me an update at your earliest convenience. Thanks and be safe!

Regards,
Kenny Chen
Engineer II

<image001.png>
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