



MEMO TO: Borough of Sayreville Planning Board

FROM: Jay B. Cornell, P.E., Borough Engineer's Office 

DATE: June 7, 2023

SUBJECT: In Site Development Partners LLC – Route 35 Site Plan
Block 425, Lot 2.02
Our File No. PSAP0425.05

In accordance with your authorization, our office has reviewed the revised major site plan submitted for the above referenced project as prepared by Dynamic Engineering Consultants, PC and dated September 16, 2022 and last revised March 17, 2023 and offer the following comments:

1. The subject application was recently determined to be complete by the Board's Technical Review Committee. We would refer to the report of the Board Planner for his review of the variances, conformance schedule, and zoning ordinance associated with this project.
2. The subject property consists of a 3.17 acre parcel known as Block 425, Lot 2.02 located on the northbound site of Route 35. The site presently contains Club Pure which was a banquet hall type use for teen events. The site is the former location of originally Mel's Lounge and then Club Abyss which were night clubs that existed on the property dating back to the 1970's.

The subject site is located in the 1970 Route 35 Redevelopment Area. As the Planning Board may recall the 1970 Route 35 Redevelopment Plan was reviewed by the Board in June 2022 and adopted by the Mayor and Council in August 2022.

Since the subject application is located within a Redevelopment Area, Borough Ordinance requires the execution of a Redevelopment Agreement between the Applicant and the Sayreville Economic Redevelopment Agency (SERA) before the application can be deemed complete by the Planning Board. This Redevelopment Agreement has recently been executed by both parties. A copy of this Redevelopment Agreement is attached for the information of the Planning Board.

3. For the information of the Board, a number of applications have been submitted over the years for the development of this property. Below is a summary of the various applications.
 - a. Reginis Site Plan – In 1999 an application was approved for the construction of a two (2) story addition. This addition provided for handicapped bathrooms and a second story office. A copy of the Resolution of Approval is attached for the information of the Board.



Borough of Sayreville Planning Board
In Site Development Partners LLC
June 7, 2023
Page 2

- b. Mel's Lounge, Inc. Site Plan – In 2008 an application was approved for the conversion of the existing Club Abyss night club into a banquet/catering facility. The existing one (1) story 9,100 sf ± building was proposed to be renovated and a 14,000 sf ± two (2) story addition was proposed to be constructed. The demolition of an existing one (1) story dwelling and garage were also proposed. In addition, revisions to the on-site traffic circulation patterns and parking lot along with improvements to the site landscaping were also proposed. A copy of the Resolution of Approval for this project is attached for the information of the Board. Although approved, this project was never constructed.
- c. Pure Event Center, Inc Site Plan – In 2015 an application was submitted to return the property to its former night club use. The proposed use was intended to hold teen type events and private parties. The restriping of the parking lot was proposed but no building modifications were included. A copy of the Resolution of Approval for the project is attached for the information of the Board.
4. Over the course of the past few months our office has been working with the Applicant and his Professionals in order to have this application deemed complete and have the numerous technical concerns initially raised by our office addressed. We have since been provided with revised plans and reports that have addressed the majority of the concerns initially raised by our office.
5. Our office has prepared the attached updated “Technical Engineering Review” based on the revised plans submitted. The comments contained in this review should be addressed in further detail by the Applicant’s Engineer.

At this time, it would be the recommendation of our office that any action taken by the Board on the subject application be contingent upon the resolution of the aforementioned items.

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

JBC/blr

cc: All Board Members
Timothy Arch, Esq.
Dynamic Engineering Consultants, PC



**BOROUGH OF SAYREVILLE
INSITE DEVELOPMENT PARTNERS, LLC
ROUTE 35 SITE PLAN**

- UPDATED TECHNICAL ENGINEERING REVIEW -

Our File No.: PSAP0425.05/600.01

A. SITE GRADING AND GENERAL COMMENTS

1. The Applicant will be required to obtain the following governmental approvals necessary to implement this project:
 - a. Middlesex County Planning Board,
 - b. Borough of Sayreville – Soil Fill Permit,
 - c. Borough of Sayreville – Tree Preservation Permit,
 - d. Borough of Sayreville – SESC Plan Certification,
 - e. NJDOT – Major Access Permit,
 - f. NJDEP – Construction Activity Stormwater Discharge Permit (RFA).
2. The Applicant's Surveyor should prepare and submit to this office for review the legal descriptions containing metes and bounds (bearings and distances) for all proposed easements.
3. Fire lanes and striping are subject to the approval of the Borough Fire Official.
4. The aesthetics of the proposed buildings should be discussed with the Board. In addition, the Applicant should discuss any wall-mounted signage.
5. Bearings and distances should be provided on the plans for all existing and proposed easements.
6. The Grading Plans should be revised to provide additional proposed elevations at the following locations in order to document compliance with grading standards and to document positive drainage patterns:
 - a. At the PC and PT of all curb radii.
7. Information on the proposed hours of operation and number of employees of the proposed business should be provided. In addition, information on anticipated traffic patterns, deliveries, garbage pick-up, etc. should also be provided.
8. In accordance with the requirements of the Redevelopment Plan, additional pedestrian sidewalk should be provided along the site frontage directly adjacent to the Route 35 jughandle. The plans do not comply with this requirement. This matter should be further reviewed with the Board.



B. WATER DISTRIBUTION SYSTEM

1. The Water System Design Report should be revised to include an estimate of the required fire flows for the proposed buildings. In addition, results of a current hydrant flow test and calculations that demonstrate that the required fire flow can be met by the existing Borough water system should also be included in the report. The calculation of needed fire flow for the proposed buildings should conform with the Insurance Services Office (ISO) method.

C. STORM DRAINAGE SYSTEM

1. The Tc calculations of only existing sub-drainage (DOT) area are provided in Appendix 4 of the Drainage Report. The Tc calculations of all the areas based on the Tc flow paths on the plans must be provided. The time of concentration values used in the hydrographs must be backed by the calculations which should be available in Appendix 4 of the report.
2. The cross-section of the OCS showing the inverts of the orifices, weir and pipes has been provided. The invert of the 2.75" orifice must be at or above WQ storm elevation which is 56.54. The orifice elevation in the report and plans must be revised accordingly.

D. LANDSCAPING AND LIGHTING

1. In order to qualify as replacement trees, the seven (7) proposed ornamental trees must have a minimum 3" caliper. The proposed planting table should be revised to indicate this requirement.
2. In accordance with the requirements of the Redevelopment Plan, the existing trees along the northeasterly property line abutting Lots 6-11 in Block 425 shall be preserved to the extent feasible. However, the Demolition Plan indicates that a significant amount of the aforementioned trees shall be removed. This issue should be further reviewed as required to meet the intent of the Redevelopment Plan.

E. TRAFFIC

1. The Applicant's Traffic Engineer should discuss with the Board the findings and conclusions of the Traffic Impact Study.
2. The Applicant's Traffic Engineer should further discuss the method of providing access/parking for the adjacent Morgan First Aid property. The need for a formal easement/agreement concerning the proposed access/parking should be further approved.

As approved 12/8 with assignment edits

**REDEVELOPMENT AGREEMENT
BY AND BETWEEN
SAYREVILLE ECONOMIC AND REDEVELOPMENT AGENCY
AND
INSITE DEVELOPMENT PARTNERS LLC**

This Redevelopment Agreement (hereinafter referred to as the "Agreement") made this ___ day of December, 2022 by and between:

INSITE DEVELOPMENT PARTNERS LLC, a limited liability company organized under the laws of the State of New Jersey, located at 19191 S. Vermont Avenue, Suite 680, Torrance, California 90502 (hereinafter referred to as "INSITE" or the "Redeveloper")

-and-

SAYREVILLE ECONOMIC AND REDEVELOPMENT AGENCY, a public body corporate and politic organized and existing under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et. seq. (the "Redevelopment Law"), located at 167 Main Street, Sayreville, NJ 08872 (hereinafter referred to as "SERA")

Preamble

WHEREAS, the Borough of Sayreville (the "Borough") adopted a redevelopment plan, entitled "1970 Route 35 Redevelopment Plan dated May 20, 2022 and prepared by HGA" (the "Plan"); and

WHEREAS, INSITE has proposed to construct a self-storage facility on the Property as detailed in this Agreement; and

WHEREAS, said proposal has been reviewed and found to be consistent with the goals of the Borough of Sayreville and the Sayreville Economic and Redevelopment Agency for redevelopment of the Property; and

WHEREAS, after consideration of the scale and intensity of the development, SERA has determined that the proposal which has been submitted by the Redeveloper best serves the overall interests of the Municipality in terms of financial, social and land use benefits to be derived by the Municipality within an acceptable time frame for development and completion of the proposed project; and

WHEREAS, after considering comments from members of the public, detailed analysis by SERA's professionals, and deliberation by the Board of Commissioners of SERA, SERA resolved to designate INSITE as Conditional Redeveloper of the Property pursuant to Resolution adopted on November 17, 2022; and

WHEREAS, a condition of said designation, INSITE was required to enter into a Redevelopment Agreement with SERA within 90 days of such designation.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the Redeveloper and SERA agree as follows:

1. **Property.** The property to be redeveloped consists of approximately 3.17 acres of certain real property located at 1970 State Highway 35, Sayreville, New Jersey 08872 and identified as Block 425, Lot 2.02 in the 1970 Route 35 Redevelopment Plan dated May 20, 2022 (the "Property").

2. **Redeveloper's Intended Use.** Subject to the terms and conditions set forth in this Agreement, the Redeveloper will own the Property and construct the required infrastructure thereon and thereafter construct, operate, and maintain the aforementioned self-storage facility (the "Project") pursuant to a plan entitled "Insite Development Partners, LLC, Proposed Self-Storage Facility, Block 425, Lot 2.02, 1970 NJSH Route 35, Borough of Sayreville, Middlesex County, New Jersey", dated 09/16/2022, last revised 12/05/2022 and prepared by Dynamic Engineering ("Concept Plan"), which Concept Plan is attached hereto and incorporated herein as Exhibit A.

3. **Funding and Application of Escrow Account.** To the extent permitted by law, the Redeveloper (and not SERA) is and shall be (by virtue of the deposits made into the Escrow Account) responsible for payment of all costs incurred by SERA (whether prior to or after the date of this Agreement) and its consultants in connection with the (a) preparation and negotiation of this Agreement, (b) review of the information submitted by the Redeveloper that is necessary to effectuate the transactions contemplated by Agreement, (c) SERA's due diligence activities relating to the Redevelopment Project and the transactions described in this Agreement and (d) without limitation, all costs associated with monitoring and review of all submissions by Redeveloper for governmental approvals, applications and permits and (e) all other costs of SERA and its professionals and consultants incurred as a result of the Project.

The Escrow Account shall be maintained in a separate account by the SERA and drawn down by SERA to cover the costs incurred by SERA for the purposes described above. Funds held in the Escrow Account shall be maintained by SERA in accordance with the Local Housing and Redevelopment Law.

From and after the date of this Agreement, the SERA shall provide the Redeveloper with monthly statements setting forth the costs incurred by the SERA during the prior month which were paid from the moneys then on deposit in the Escrow Account. The monthly statements to be provided by SERA with respect to expenditures incurred and paid prior to the effective date of this Agreement shall be provided pursuant to the terms of this Agreement. The monthly statement(s) shall also set forth the ending balance of the Escrow Account as of the date of such monthly invoice.

The Redeveloper shall be obligated to maintain a balance on deposit of Seven Thousand Five Hundred U.S. Dollars (\$7,500.00) in the Escrow Account in accordance with the Agreement and the Redeveloper shall be obligated to replenish the Escrow Account

from time to time so that a minimum balance of \$7,500.00 is on deposit therein as of the fifteenth (15th) day of each month, commencing on the effective date of this Agreement.

Within five (5) days following receipt by the Redeveloper of written notice from the SERA that the amount then on deposit in the Escrow Account has decreased below Five Thousand U.S. Dollars (\$5,000.00), the Redeveloper shall replenish the amount on deposit in the Escrow Account so that a balance of \$7,500.00 is then on deposit.

4. **Redevelopment Rights.** The Redeveloper is hereby designated as the Redeveloper of the Property. The Redeveloper shall have the exclusive right to develop the Project, in accordance with plans and specifications reviewed and approved by the Planning Board of the Borough of Sayreville, and SERA, unless otherwise set forth herein. All conditions of the Resolution of November 17, 2022, designation INSITE as Conditional Redeveloper are incorporated in this Agreement as if fully set forth herein.

5. **Redeveloper's Representations.**

(a) Redeveloper is a duly organized and validly existing limited liability company in good standing under the laws of New Jersey. The execution and delivery of this Agreement and the performance by Redeveloper of its obligations hereunder will not violate or constitute an event of default under the terms of provisions of any agreement, documents or other instrument to which Redeveloper is a party or by which it is bound;

(b) The execution, delivery and performance of this Agreement by Redeveloper and consummation of the transactions contemplated herein will not violate any provision of law, statute, rule or regulation to which Redeveloper is subject or violate any judgment, order, writ, injunction or decree of any court applicable to Redeveloper,

(c) The Redeveloper has, subject to financing, the funds available to complete the transaction contemplated by the Agreement.

(d) The execution and delivery of this Agreement and the performance of Redeveloper of its obligations hereunder are fully authorized by all necessary limited liability company action.

(e) Redeveloper is not a "foreign person" under the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA").

(f) The Redeveloper represents it will diligently pursue any and all approvals necessary to the development of the Property as contemplated herein. If Redeveloper fails to diligently pursue the approvals within 30 days of receipt of notice from SERA that SERA had determined Redeveloper is failing to act diligently, SERA, at its option, subject to the cure provisions contained in Paragraph 21, may declare this agreement null and void, and pursue all legal and equitable remedies. For purposes of this subparagraph, the term "fails to diligently pursue all approvals" shall mean that Redeveloper has failed for a period of three consecutive months to take any meaningful action toward obtaining any of the approvals necessary for the construction of the project contemplated by the agreement.

(g) No representation or warranty made by the Redeveloper in this Agreement contains or shall contain any untrue statement or fact or shall it omit any fact which would make the representation and warranty misleading.

6. Responsibilities of the Redeveloper.

(a) Approvals. The Redeveloper will secure all necessary approvals for the development of the Project from the Sayreville Planning Board to construct the building as described herein. The Redeveloper shall secure all other necessary government agency approvals, including approvals from the applicable Utilities Authority, Soil Conservation District, the Middlesex County Planning Board, and the New Jersey Department of Environmental Protection. Prior to submitting same, the Redeveloper shall be required to provide SERA with a copy of any and all applications which are to be submitted with any and all municipal, County and State entities.

(b) Construction Obligation. The Redeveloper hereby agrees to diligently pursue the completion of the development of the Property as set forth in its proposal and in accordance with the development approvals obtained from the Borough of Sayreville. Substantial completion of Project shall occur on or before December 31, 2025, subject to reasonable extension for good cause

(c) Obligation to Construct Project in Accordance with Plans and Specifications.

(1) Obligations with Respect to Submissions. The Redeveloper shall build the Project substantially in accordance with the architectural plans and conceptual plans (referenced in Paragraph 2 above) as submitted and approved by SERA. In the event the Redeveloper desires to modify said architectural plans and/or conceptual plans in any material respect, the Redeveloper shall be required to obtain SERA's approval.

(2) The Project shall be constructed in accordance with all applicable federal and state laws and regulations, including but not limited to those requirements imposed by the Municipal Land Use Law and the Local Housing and Redevelopment Law.

(3) Obligation to Submit Quarterly Reports. The Redeveloper shall provide progress reports to SERA of the development of the Project ("Progress Reports") on a quarterly basis (by February 1, May 1, August 1 and November 1) of each year, unless otherwise reasonably requested by SERA. Each Progress Report shall include a description of activities completed, the activities to be undertaken prior to the next Progress Report, the status of all development approvals, MLUL submittals, the status of any Project financing, an explanation of each activity, if any, that is showing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and scheduled completion dates in the project schedule and an explanation of corrective action taken or proposed. The Redeveloper's obligation to submit quarterly Progress Reports shall terminate upon the issuance of a Certificate of Occupancy by the Borough and a Certificate of Completion by SERA

(d) Project Labor Agreement. The Redeveloper shall use its best efforts to negotiate and execute a Project Labor Agreement prior to commencing any construction activity at the Property.

7. Financing of the Construction and Operation of the Project.

(a) Construction and Permanent Financing. The Redeveloper shall arrange for all construction and permanent financing for the Project upon such terms and conditions as the Redeveloper shall determine in the Redeveloper's sole and absolute discretion, unless otherwise provided by this Agreement. Redeveloper shall take no action in conjunction with the construction and financing of the Project that would preclude, obstruct or otherwise compromise the ability of the SERA to ensure that the Property is developed substantially consistent with the plans and specifications referenced above, or as may be amended with the approval of SERA from time to time. The Redeveloper shall provide to SERA (a) a binding commitment letter from a reputable lending institution(s) in regards to the amount financed by Redeveloper or (b) reasonable evidence of sufficient funds or equity commitment, within one hundred and twenty (120) days from obtaining final non-appealable approvals from Municipal and County Planning Boards.

(b) Mortgage of Premises. The Redeveloper shall have the right, in its sole and absolute discretion, and from time to time, to mortgage the subject premises for the purpose of financing the Project.

(c) Whenever SERA shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper with respect to obligations imposed under this Agreement or otherwise, SERA shall, at the same time, forward a copy of such notice or demand to each holder of any mortgage of record.

(d) The holder of any mortgage shall inure to all rights of the Redeveloper under this Agreement in the event of a default by the Redeveloper and shall have the right, at its option, to cure or remedy a breach or default by the Redeveloper under this Agreement.

8. Preliminary Site Plan and/or Final Site Plan Application.

(a) Prior to any Preliminary Site Plan or any Final Site Plan application for the Project, the Redeveloper shall make a presentation to SERA for approval of the conceptual plans showing the general layout and proposed units/buildings to be constructed. The application shall not proceed to the Planning Board without obtaining the approval of SERA. All submissions shall be on paper and digital format. The Redeveloper shall be required to provide SERA with a copy of any Preliminary Site Plan or any Final Site Plan application at such time as such application is submitted to the Planning Board; however, the Redeveloper agrees that it will not seek approval from the Planning Board of any Preliminary Site Plan or any Final Site Plan until SERA's comments thereto shall have been incorporated. In the event there are any inconsistencies or discrepancies with regard to conditions, requirements, and/or comments between SERA and the Planning Board, if any, the Planning Board shall control as to site plan features.

(b) To the extent permitted by applicable law, and upon the reasonable request of the Redeveloper, SERA shall use its best efforts to (i) cause the Planning Board to consider any application submitted by the Redeveloper for approval within thirty (30) days following the Planning Board's written determination that such application is administratively and technically complete, and (ii) request the Planning Board to convene special meetings as frequently as may reasonably be required (consistent with the requirements of applicable law) in order to complete the Planning Board's hearings with respect to such applications within sixty (60) days or as expeditiously as practicable in light of the scope and nature of questions/comments of the Planning Board and members of the public with respect to such applications.

(c) Effect of Preliminary Site Plan or Final Site Plan. The review by SERA of any Preliminary Site Plan or any Final Site Plan (as provided by this Article VII) shall not constitute a representation, warranty or guaranty by SERA as to the substance or quality of the documents, work or other matter reviewed, approved or accepted. At all times, however, the Redeveloper shall use its judgment as to the accuracy and quality of all such documents, work and other matters. The final written approval of any Preliminary Site Plan and/or any Final Site Plan by the Planning Board shall be final, binding and conclusive upon SERA, and the Redeveloper shall be entitled to conclusively rely upon the approval along with the approvals by SERA.

(d) Agency Cooperation. To the extent reasonably requested by the Redeveloper and, to the extent permitted by Applicable Law (and without violating its obligations as a governmental entity or regulatory body having competent jurisdiction over the Project), SERA shall provide its support and assistance to the Redeveloper in facilitating the review of all plans, issuance of all permits, request for inspections and the conduct of such inspections through the appropriate Borough board, body or department, including the Planning Board, as applicable.

9. Construction of Project in Compliance with the 1970 Route 35 Redevelopment Plan (the "Redevelopment Plan") and Final Site Plan; Permits.

(a) The Redeveloper shall construct only the uses established in the Redevelopment Plan, as modified and/or amended, which shall run with the land. The Project shall be designed and constructed by the Redeveloper in accordance with the Redevelopment Plan as modified and/or amended, the provisions of this Agreement, and the Final Site Plan, as approved by the Planning Board. The Redeveloper shall begin the building of the improvements for those uses within a period of time which the municipality or redevelopment entity fixes as reasonable.

(b) Development approvals. At least sixty (60) days prior to the date that the Redeveloper reasonably expects to commence physical construction of the Project (i.e. break ground), or any phase thereof, the Redeveloper shall provide SERA with written notice setting forth, at a minimum, (i) a list of development approvals required for construction of the Project, or portion thereof being constructed (collectively, the "Project Development Approvals"), (ii) the current status of the submittal, review and/or issuance of the Project Development Approvals, and (iii) an estimate of the date on which each such

Project Development Approval is expected to be received (which date shall be prior to the date that the Redeveloper determines that physical construction will commence). The Redeveloper shall also provide such supporting documentation as the Redeveloper reasonably believes will be necessary or beneficial to SERA to enable SERA to review such notice.

(c) Final Development Approvals: Time Period. The Redeveloper shall diligently pursue, make complete application, and obtain final non-appealable development approvals for the Project by December 31, 2024. If the Redeveloper fails to diligently pursue, make complete application, and/or obtain said approvals by said date, SERA subject to Paragraph 21, may cancel this Agreement or elect to extend such period for good cause.

10. General Development Requirements. The Redeveloper shall, at its sole cost and expense, undertake the services and responsibilities required to be undertaken or performed with respect to the Project. Such services and responsibilities include, without limitation, all aspects of the design, development, construction and operation of the Project, including without limitation (a) all design, engineering, permitting and administrative aspects, (b) the performance of or contracting for and administration and supervision of all physical work required in connection with the Project, (c) arrangement for interim and final inspections and any other actions required to satisfy the requirements of any applicable Project Development Approvals (all of the foregoing undertakings and the work product thereof being referred to collectively herein as "Work"), (d) the administration, operation and management, or contracting for the administration, operation and management of the Project, and (e) all aspects of the funding of the Project, including equity funding and construction, interim and permanent financing.

11. Conditions, Improvements, and Amenities. The Redeveloper agrees to make the following conditions, improvements, and amenities to the Property which shall survive this Agreement:

(a) Fire Safety. The Redeveloper shall provide the appropriate number of fire hydrants, marked entrance and exit doors, signage and such other safety features in accordance with the applicable rules and regulations of the Borough Fire Department. The Redeveloper shall provide an interior sprinkler system as required by law.

(b) Landscaping. The Redeveloper shall provide a detailed landscaping plan for SERA's review and approval at such time as is required to be submitted to the Planning Board. In the event there are any inconsistencies between the requirements of SERA and the requirements of the Planning Board, the Planning Board's decision shall control as to the site landscaping, except for the landscaping running along currently existing public streets wherein the Redeveloper shall also obtain SERA's approval.

12. Standards of Construction. Without limitation, all work on the Project shall be performed in a good and workmanlike manner, with the best quality materials called for under the applicable development approvals, including without limitation, all applicable codes and regulations. All construction shall be in accordance with the International Building Code, codified at N.J.A.C. 5:23-1 et. seq. [Class 1A or Class 1B, as appropriate]

based on height and area, unless another class is specifically approved in writing by the Planning Board.

13. **Payment of Project Costs.** The Redeveloper shall pay (or cause to be paid) when due all costs and expenses, including, without limitation, all contractors' requisitions and the cost of materials and equipment incurred in connection with the Work to be performed in connection with the Project and the Redeveloper shall pay (or cause to be paid) all fees and expenses of any consultants and professionals and like providers acting for (or on behalf of) the Redeveloper.

14. **Project Professionals.** The Redeveloper shall select and negotiate contracts with and shall supervise and coordinate the services of, all architects, engineers, land planners and other experts and consultants (collectively, the "Project Professionals") necessary to provide architectural, engineering, land planning and other services for the development and construction of the Project and the Project Site Infrastructure, including the preparation by such Project Professionals of detailed plans, specifications and drawings for the Project and the Project Site Infrastructure (such plans, specifications and drawings, being herein collectively referred to as the "Plans and Specifications"). All such contracts shall be in the name of the Redeveloper. As of the date hereof, the Redeveloper has engaged the individuals and professional service firms set forth on Exhibit C hereto to serve as the Project Professionals for the Project. The Project Professionals are the same professionals that the Redeveloper represented would work on the Project. The Redeveloper shall have the right to changes its Project Professionals at any time. The Redeveloper shall give SERA written notice as soon as the Redeveloper takes measures to change a project professional.

15. **Designated Representatives: Communication.** Each of Redeveloper and SERA hereby designate the respective Designated Representatives set forth in Exhibit C. Each of the Designated Representatives shall be the agent of Redeveloper and SERA, respectively, until completion of the Project and shall be authorized to act on behalf of each Party, except to the extent that such authorization is limited by the Redeveloper or SERA, as the case may be, in writing, provided to the other Party. In order to maintain clear channels of reporting authority and avoid inconsistent directions and miscommunication, all communication by the (a) Agency's Designated Representative with any of the Redeveloper's Project Professionals or contractors shall be processed through the Redeveloper's Designated Representative, and (b) Redeveloper's Designated Representative with any of SERA's staff, consultants and/or professionals shall be processed through SERA's Designated Representative. Each of the Redeveloper and SERA may change the Designated Representative from time to time, upon written notice to the other Party.

16. **Office.** During construction of the Project, the Redeveloper shall maintain an office within the State of New Jersey (the "Local Office") from which it will perform its duties hereunder. Such office need not be distinct from an office in which Redeveloper carries on its other business activities. The Redeveloper may change the location of such office within the State of New Jersey upon at least fifteen (15) days prior written notice to SERA.

17. **Access to Project Site.** Subject to SERA's provision of adequate liability insurance, SERA and its authorized representatives shall have reasonable rights of access to enter the Project Site with a representative of the Redeveloper to inspect the Project Site and any and all work in progress for the purpose of furthering its interest under Agreement. Such inspection shall be for informational purposes only and shall not relieve the Redeveloper from its obligation to implement the Project in accordance with this Agreement. In no event shall SERA's inspection of the Project Site or the Project be deemed to constitute acceptance of the work by SERA or be deemed to waive any right SERA has under this Agreement.

18. **Assignment of Rights.** The Redeveloper rights conveyed herein may not be assigned to another person or entity under any circumstance without the prior written consent of SERA which consent shall not be unreasonably withheld.

19. **Events of Default.** The Redeveloper shall be deemed in default of its obligations under this Agreement upon the occurrence of one or more of the following events:

(a) Failure of the Redeveloper to observe and perform any covenant, condition or agreement under this Agreement, and continuance of such failure for a period of thirty (30) days, after written notice to the Redeveloper specifying the nature of such failure and requesting that such failure be remedied;

(b) The Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with the consent of the Redeveloper; (iii) the Redeveloper (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Redeveloper and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an order for relief shall have been entered with respect to or for the benefit of the Redeveloper under the Bankruptcy Code; (viii) an order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Redeveloper or a substantial part of its assets and such order, judgment or decree shall have continued unstated and in effect for any period of ninety (90) consecutive days; or (ix) the Redeveloper shall have suspended the transaction of its usual business.

(c) The Redeveloper shall be in default of or violate its obligations with respect to the construction of the Redevelopment Project in accordance with this Agreement, including, but not limited to,, Final Site Plan approval, or shall abandon or substantially suspend construction work (unless such suspension arises out of circumstances beyond the control of the Redeveloper), and any such default, violation, abandonment or suspension shall not be cured, ended, or remedied within thirty (30) days after written demand by SERA to do so;

(d) The filing of a complaint in foreclosure against the Property or the issuance of a deed in lieu of foreclosure for any financing in connection with the Redevelopment Project (or any Project or Sub-Project (or portion thereof), as the case may be) other than to a mortgagee(s) that is successor to the Redeveloper's rights pursuant to Paragraph 7(d).

(e) Any unauthorized assignment or transfer of any right, obligation or interest under this Agreement (other than an assignment or transfer pursuant to Paragraph 7(d) or Paragraph 18), which shall include but is not limited to any change in Redeveloper's corporate structure;

(f) Failure to maintain the professional escrow pursuant to Paragraph 3.

(g) (The Redeveloper fails to commence construction of the building(s) within One Hundred and Twenty (120) days of receipt of the aforementioned loan commitment, unless the delay is beyond Redeveloper's control and not caused in any way by the actions of the Redeveloper.

(h) If the Redeveloper takes some action that precludes, obstructs or otherwise compromises the SERA's ability to ensure that the Property is developed consistent with the plans and specifications set forth herein, or any other material provision of this Agreement.

(i) The Redeveloper discriminates against any employee or applicant for employment because of race, creed, color, or national origin or fails to include in all solicitations or advertisements for employees in connection with the Project, provisions which state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, or national origin, sex or marital status;

(j) The Redeveloper fails to provide to SERA a commitment letter from a reputable lending institution in regards to the amount financed by Redeveloper for the Project, if any, within one hundred and twenty days from obtaining final non-appealable approvals;

(k) Redeveloper defaults under any other agreement related to the construction and financing of this project or if Redeveloper is in default under any financing agreement that jeopardizes its ability to complete the Project.

(l) If the Redeveloper shall, as a result of any Unavoidable Delay, fail to punctually perform any obligation on its part to be performed under this Agreement, then such failure shall not be deemed a breach of this Agreement by the party in question for the period of time occasioned by such Unavoidable Delay. Should there occur any Unavoidable Delay as provided in this Section, it shall be a condition to any party's claiming or relying on the benefit therefore, that such party give the other party appropriate notice in writing of such event within a reasonable time after its occurrence. For purposes of this Agreement, an "Unavoidable Delay" shall mean any act of God, newly imposed governmental restriction, regulation or control, any litigation matter, or any conditions (other than lack of

funds), whether similar or dissimilar to those theretofore enumerated, which are beyond the reasonable control of the Redeveloper and not due to default or negligence of Redeveloper or its agents.

20. **Remedies Upon Event Of Default.** Subject to Paragraph 21 below, in the event of default by the Redeveloper under this Agreement SERA may terminate this Agreement and the Redeveloper's designation as "conditional redeveloper" and/or or take whatever action, at law or in equity, it may deem desirable. SERA shall have the right and remedy to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to SERA and that money damages may not provide an adequate remedy thereto.

21. **Notice - Right to Cure.** Except as otherwise provided in this Agreement, the Redeveloper shall, upon written notice from SERA, proceed immediately to cure or remedy such default or breach within thirty (30) days after receipt of such notice.

22. **Other Rights and Remedies; No Waiver by Delay.** Each party shall each have the right to institute such actions and proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that, except as otherwise expressly provided, any delay by the parties in instituting or prosecuting any such actions or proceeding or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or to deprive of or limit such rights in any way. If any defaults occur hereunder for which no specific remedy is set forth herein, the parties shall have rights and remedies as may be provided by law or equity.

23. **Rights and Remedies Cumulative.** The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same defaults or breach or of any remedies for any other default or breach by the other party. No waiver made by any such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to this obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the party or condition to its own obligations beyond those expressly waived in writing and the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party.

24. **Conditions of Redevelopment No Longer Exist; Issuance of Certificate of Completion.** Upon completion of the required improvements, the conditions determined to exist at the time the Property was determined to be in need of redevelopment, shall be deemed to no longer exist, the land and improvements thereunder, shall no longer be subject to Eminent Domain as a result of those determinations. Completion of the required improvements and the issuance of certificates of occupancy for all commercial and/or residential units with respect thereto shall constitute full performance by the Redeveloper hereunder.

If Redeveloper has performed all of its duties and obligations under this Agreement and completed the Project, the Township shall, within thirty (30) days of the Completion Date and receipt of a written request from Redeveloper, issue a Final Certificate of Completion in substantially similar form as attached hereto as Exhibit D. The Final Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement, the Redevelopment Plan and applicable laws, with respect to the obligations of Redeveloper to construct the Project, as applicable.

In the event the Township does not issue the Final Certificate of Completion, as applicable, within thirty (30) days after submission of written request by Redeveloper, the Township shall provide Redeveloper with a written statement setting forth in detail the reasons why it believes that Redeveloper has failed to Complete the Project in accordance with the provisions of this Agreement, the Redevelopment Plan and applicable laws and what measures or acts the Township deems will be necessary in its reasonable opinion in order for Redeveloper to be entitled to the applicable Final Certificate of Completion (the "Certificate Denial Statement").

Upon the issuance and recording of the Final Certificate of Completion, the conditions determined to exist at the time the Redevelopment Area was determined to be an area in need of redevelopment shall be deemed to no longer exist with respect to the portion of the Redevelopment Area upon which the Project is located. The land and improvements within the Redevelopment Area upon which the Project is located shall no longer be subject to any covenant running with that portion of the land covered by the applicable Final Certificate of Completion.

25. **Indemnification.** The Redeveloper agrees to indemnify, defend and hold harmless SERA, its Commissioners, professionals, consultants, agents, servants and employees from and against any and all claims which SERA, its Commissioners, agents, servants, professionals, consultants and employees may sustain, be subjected to or be caused to incur, by reason of personal injury, death or damage to property, whether real, personal or mixed, arising from or in connection with Redeveloper's on-site activities conducted prior to closing, except that to the extent that any such claim or suit arises from the intentionally and willfully wrongful acts or gross negligence of SERA, its Commissioners, professionals, consultants, agents, servants and employees.

26. **Affordable Housing.** Redeveloper agrees to comply with all affordable housing regulations in effect or as required by law by the Municipal Planning Board at the time Municipal Planning Board approval is obtained, including but not limited to contributing to the Borough's Affordable Housing Trust Fund as required by the Borough's Non-Residential Development Fee Ordinance.

27. **Notices.** A notice, demand or other communication under this Agreement by any Party to the other shall be in writing and shall be hand delivered by messenger (with receipt acknowledged in writing) delivered by overnight delivery service (guaranteeing overnight delivery, with receipt acknowledged in writing) or delivered by electronic transmittal or by facsimile transmission (evidenced by printed confirmation of receipt

specifying the receiving telephone number) to the Parties at their respective addresses (or facsimile numbers, as the case may be) set forth below:

If to the Redeveloper: InSite Development Partners, LLC
19191 S. Vermont Avenue, Suite 680
Torrance, CA 90502
ATTN: Elias Slaiby & Caroline Aragon

with copies to: Bob Smith & Associates, LLC
216 Stelton Road, Suite B1
Piscataway, NJ 08854
Attention: Bob Smith, Esq.

If to SERA: Sayreville Economic & Redevelopment Agency
Borough Hall
167 Main Street
Sayreville, New Jersey 08872
Attention: Joseph Ambrosio, Esq., Executive Director

with copies to: Hoagland Longo Moran Dunst & Doukas LLP
40 Paterson Street
New Brunswick, NJ 08901
Michael J. Baker, Esq. and Anthony C. Iacocca, Esq.

Either Party may from time to time upon not less than seven (7) days prior written notice given to the other pursuant to the terms of this Section change the address or facsimile number to which notices shall be sent or designate one or more additional or substitute persons to whom notices are to be sent.

28. **Negation Of Third Party Beneficiaries.** The provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

29. **Amendment; Waiver.** No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the Parties hereto. The failure of the Redeveloper or SERA to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by the Redeveloper or SERA of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of the Redeveloper or SERA.

30. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any principal of choice of laws.

31. **Severability.** If any article, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that no such severance shall serve to deprive either Party of the enjoyment of its substantial benefits under this Agreement.

32. **Binding Effect.** Except as may otherwise be provided herein to the contrary, this Agreement and each of the provisions hereof shall be binding upon and inure to the benefit the Redeveloper, SERA and their respective permitted successors and assigns.

33. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between the Redeveloper and SERA.

34. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

35. **Litigation of Disputes; Pendency of Disputes.** Except as otherwise provided in this Agreement, any dispute arising between the Parties under the terms of this Agreement (including any assertion that an event of default has occurred) shall be resolved by suit in the courts of the State of New Jersey. Unless otherwise agreed to in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any such suit.

36. **Construction.** Each of the Parties acknowledge that this Agreement has been extensively negotiated with the assistance of competent counsel for each Party and agree that no provision of this Agreement shall be construed in favor of or against either Party by virtue of the fact that such Party or its counsel has provided an initial or any subsequent draft of this Agreement or of any portion of this Agreement.

37. **No Consideration for Agreement.** The Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in connection with obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of SERA or Borough, any money or other consideration for or in connection with this Agreement.

38. **Unavoidable Delays.** If SERA or Redeveloper, as the case may be, shall, as a result of any Unavoidable Delay, fail to punctually perform any obligation on its part to be performed under this Agreement, then such failure shall not be deemed a breach of this Agreement by the party in question for the period of time occasioned by such Unavoidable

Delays. Should there occur any Unavoidable Delay as provided in this Section, it shall be a condition to any party's claiming or relying on the benefit therefore, that such party give the other party appropriate notice in writing of such event within a reasonable time after its occurrence. For purposes of this Agreement, an "Unavoidable Delay" shall mean any act of God, newly imposed governmental restriction, regulation or control, any litigation matter, or any conditions (other than lack of funds), whether similar or dissimilar to those theretofore enumerated, which are beyond the reasonable control of the party obligated to perform, and not due to default or negligence of such party.

39. **Redevelopment Fee.** The Redeveloper shall pay to SERA an annual Redevelopment Fee in the amount of Five Thousand Dollars (\$5,000.00) until the Project is completed. The first annual payment in the amount of \$5,000.00 shall be due immediately upon execution of this Agreement. Thereafter, the Redeveloper shall remit payment to SERA in the amount of \$5,000.00 each year on the anniversary date of this Agreement until the Project is completed. If the Project is completed within a calendar for which the annual payment has been made, the Redeveloper shall be reimbursed by SERA on a prorated monthly basis the number of whole months remaining in that contract year.

40. **Final Approvals.** In the event the Redeveloper does not receive final non-appealable approvals and appropriate financing to complete this Project by December 31, 2024, subject to paragraph 21 above, this Agreement shall be null and void and both parties shall not be relieved of any further obligations hereunder.

41. **Entire Agreement.** The terms of this Agreement are intended by the parties to be in the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, all as of the date first above written.

ATTEST:

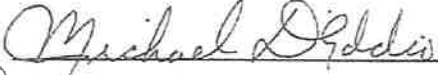

KEITH DEZEL

**INSITE DEVELOPMENT PARTNERS,
LLC**


By:
Title:

ATTEST:


Joseph P. A. [unclear]

**SAYREVILLE ECONOMIC AND
REDEVELOPMENT AGENCY**


By: Michael D'Addio
Title: Chairperson

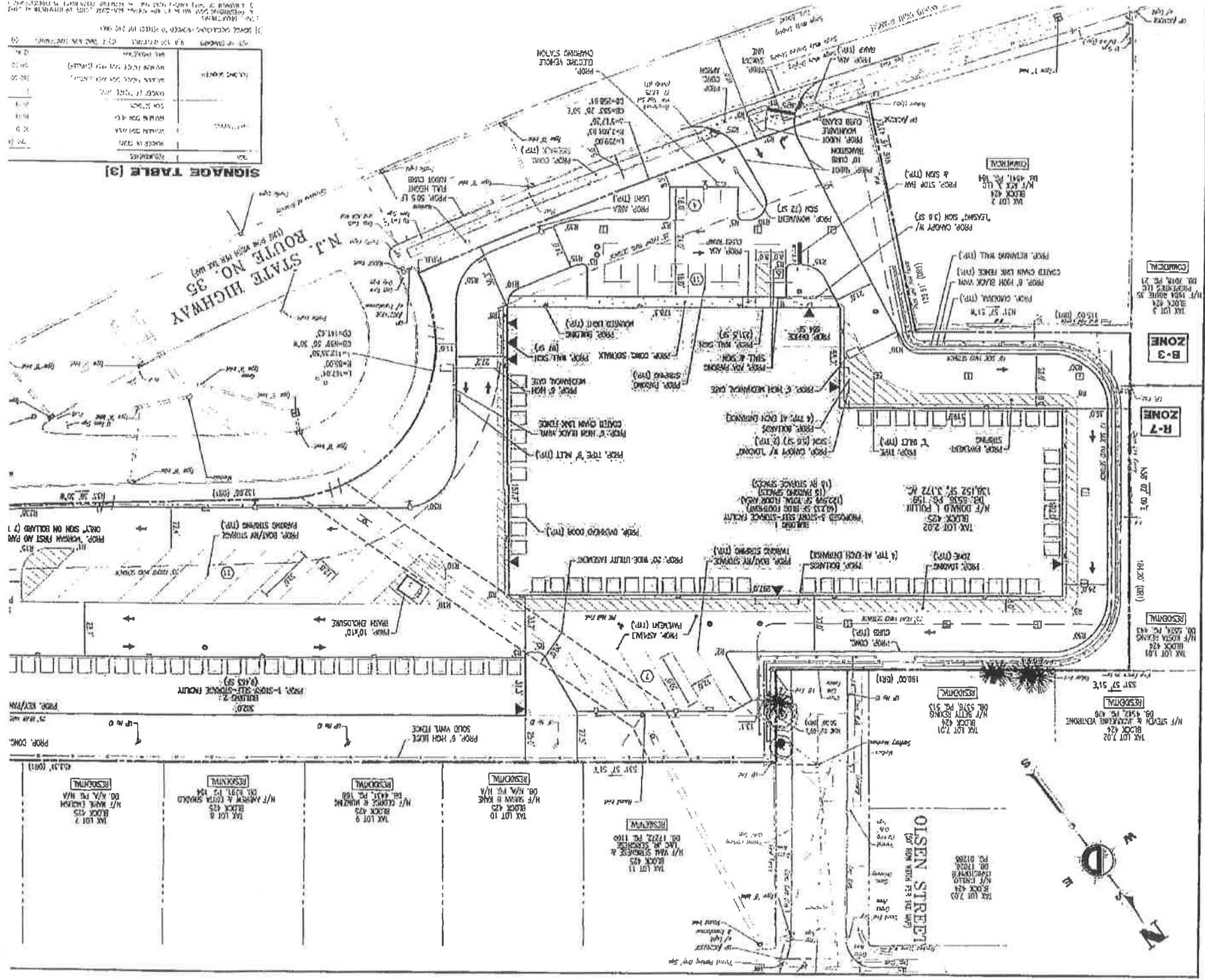
EXHIBIT A
CONCEPT PLAN

1. THE PROPRIETOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.

NO.	DESCRIPTION	AMOUNT
1
2
3
4
5
6
7
8
9
10

SIGNAGE TABLE (3)

N.I. STATE HIGHWAY NO. 35



COMERCIAL
ZONE
B-3

R-7
ZONE

RESIDENTIAL

RESIDENTIAL

RESIDENTIAL

RESIDENTIAL

RESIDENTIAL

OISEN STREET
(BY FORMER HIGHWAY 35)

1.7 (REV)

EXHIBIT B

DEVELOPER'S PROJECT PROFESSIONALS

InSite Development Partners LLC – Consultants List

- Architect – TAO
63 N. Lakeview Dr. Ste 201
Gibbsboro, NJ 08026
Attn: Rich Bencivenga
- Civil Engineer / Surveyor / Environmental / Geotechnical Engineer – Dynamic Engineering
1904 Main St.
Lake Como, NJ 07719
Attn: Tom Muller
- Structural Engineer – O'Donnell & Naccarato
40 Worth St., Ste 301
New York, NY 10013
Attn: Brian Rawlings

EXHIBIT C

DESIGNATED REPRESENTATIVES

As to Redeveloper: InSite Development Partners, LLC
19191 S. Vermont Avenue, Suite 680
Torrance, CA 90502
ATTN: Elias Slaiby & Caroline Aragon

Bob Smith, Esq.
Bob Smith & Associates, LLC
216 Stelton Road, Suite B1
Piscataway, NJ 08854

As to SERA: Joseph P. Ambrosio, Esq., Executive Director
Sayreville Economic & Redevelopment Agency
167 Main Street
Sayreville, NJ 08872

Michael J. Baker, Esq.
Hoagland Longo Moran Dunst & Doukas, LLP
40 Paterson Street
New Brunswick, NJ 08901

EXHIBIT D

FORM OF CERTIFICATE OF COMPLETION

Date:

Project: Construction of a _____ with a total of approximately _____ square feet (the "Project")

Location: Block _____, Lot _____ in the Borough of Sayreville, Middlesex County, New Jersey as shown on the tax maps of the Township (the "Property")

Pursuant to Section 24 of the Redevelopment Agreement by and between the SAYREVILLE ECONOMIC AND REDEVELOPMENT AGENCY (the "Agency") and _____ (the "Redeveloper"), dated as of _____, 2022, (the "Redevelopment Agreement"), the undersigned, an authorized representative of the Township, certifies as of the date hereof that (all undefined terms used herein shall have the same meaning ascribed to them in the Redevelopment Agreement):

- (i) the Project in its entirety has been completed, acquired and/or installed as of [_____], in accordance with the Redevelopment Agreement, the Redevelopment Plan and other Applicable Laws so that the Project in its entirety may, in all material respects, be used and operated under the applicable provisions of the Redevelopment Agreement;
- (ii) all permits, licenses and approvals that are required in order for Redeveloper to Complete the Project or such other work or action to which such term is applied are, to the extent so required, in full force and effect;
- (iii) the Project is being operated in accordance with the terms and provisions of the Redevelopment Agreement, the Redevelopment Plan and Applicable Laws; and
- (iv) a copy of the Certificate of Occupancy issued with respect to the Project is attached hereto as Schedule A.

This Certificate of Completion for the Project constitutes the Agency's conclusive determination that the Redeveloper has fully satisfied the agreements and covenants in the Redevelopment Agreement, which agreements and covenants are hereby terminated, and that the conditions determined to exist at the time the redevelopment area was determined to be an area in need of redevelopment are deemed to no longer exist with respect to the Property. The land and improvements constituting the Property are no longer subject to any covenant running with the land covered by this Certificate of Completion for the benefit of the Agency.

Except as set forth in the Redevelopment Agreement, this certificate is given without prejudice to any rights of the Agency or the Redeveloper against each other and third parties which exist on the date hereof or which may subsequently come into being.

Capitalized terms used in this Certificate of Completion shall have the same meaning ascribed to them in the Redevelopment Agreement.

ATTEST

**SAYREVILLE ECONOMIC AND
REDEVELOPMENT AGENCY**

By: _____

STATE OF NEW JERSEY)

) SS.

COUNTY OF MIDDLESEX)

I CERTIFY that, on _____, _____, personally came before me, the undersigned, a Notary Public or Attorney at Law of this State, and this person acknowledged under oath, to my satisfaction that:

- (a) This person is the _____ [Attesting Officer] of the Sayreville Economic and Redevelopment Agency, the party named in the within document;
- (b) This document was signed and delivered by the Agency as its voluntary act duly authorized by a proper resolution of its Board of Commissioners; and
- (c) This person signed this proof to attest the truth of these facts.

Sworn to and subscribed before me this
_____ day of _____, _____.

Notary Public

Record and Return to:

RESOLUTION

of

SAYREVILLE PLANNING BOARD

Sayreville, New Jersey 08872

RESOLUTION

WHEREAS, Kosta Rexinis, hereinafter referred to as the applicant, has applied to the Planning Board of the Borough of Sayreville for approval of a minor site plan, bulk variances for front yard setback and facade sign and a waiver from the procedural requirements of borough development regulations concerning submission of a storm water drainage report, all for premises known as Block 425, Lot 1&2, and,

WHEREAS, said applicant has compiled with all jurisdictional requirements necessary to prosecute the within application and,

WHEREAS, a public hearing was held by the Planning Board on August 23, 1999, and,

WHEREAS, the Board considered testimony of the applicant and his witnesses, heard public comment, and received and examined various plans and exhibits offered by the applicant and reports from the Board Engineer and Board Planner and from which has made the following findings of fact:

1. The property is zoned B-3 and is located at 1970 Route 35 North.
2. The application has been classified as one seeking minor site plan.
3. The applicant proposes to construct a 1,000 square foot, 2 story addition in place of an existing canopy-covered automobile entranceway; the canopy presently has recessed lighting whereas the new addition will have exterior lighting only at the entranceway itself. The addition will contain handicapped accessible bathrooms on the first floor and a second floor office to replace an existing four foot by eight foot (4' X 8') office which will be used for storage purposes. The addition will be constructed of masonry and stucco to match the appearance of the existing building's façade; the height of this addition will match the building's existing height. The existing building is located twenty-six feet (26') from a Route 35 jug-handle due to an acquisition by the New Jersey Department of Transportation when it constructed the jug-handle for turning purposes onto Route 35, making the premises in question non-conforming.

The purpose of the addition is to soundproof the entranceway side of the building due to sounds traveling through the entranceway door to the side and rear of the building which faces residential uses. By enclosing the entranceway with the new addition the doorway to the premises will be relocated away from these residential properties; new double doors and a vestibule located in the addition are also intended to reduce noise emanating from this nightclub.

4. Applicant has proposed two (2) handicapped parking spaces, one being van accessible. There will be no other site improvements made on site and no change to the basic foot print of the building. The Americans with Disabilities Act

(ADA,) requires six (6) handicapped parking spaces, one of which shall be van accessible next to an entranceway.

5. Applicant proposes a sign on the façade of the addition to replace an existing informational/events sign; the new sign is proposed to be twice as large as the existing sign.
6. The applicant has submitted plans for approval of the Board prepared by Kee Engineering Enterprises Inc. and dated July 14, 1999.
7. The site plan application can be approved as consistent with standards contained in the land development and site plan regulations of the Borough as well as all other applicable development regulations.
8. The Board Engineer and Board Planner have both submitted reports to the Board dated, respectively, August 23, 1999 and August 17, 1999. The applicant has adequately addressed concerns raised in these reports.
9. Except as otherwise set forth herein, any factual determinations set forth in the report of the Board Engineer and Board Planner are herein incorporated by reference.

Based on the foregoing findings of fact the Board has arrived at the following legal conclusions:

1. The minor site plan with plans revised through July 14, 1998 complies with development regulations of the Borough of Sayreville and principles of sound planning.
2. The requested front setback variance of twenty-six (26') feet arises due to

a condemnation of a portion of the original fifty (50') foot setback for highway purposes; the new addition will not extend any further into the front yard setback than does the existing covered entranceway. The Board concludes that the granting of the variance requested by the applicant promotes the public health and safety that will contribute to the well being of the community and region once ADA requirements are met and sound (noise) from this entertainment use is minimized. Therefore, the Board concludes that the application relating to this specific piece of property and the granting of the variances would advance the purposes of the land development ordinance of the Borough and that the benefits derived from the granting of the variances.

3. The bulk variance relief requested by applicant for a backlit façade sign, if reduced to a size the same as the existing façade sign, will not conform to Borough Ordinance but will be essentially similar to the present sign. When the actual bulk calculations of other similar uses in similar zones are considered, the Board concludes that these variances may be granted without substantial detriment to the public good and the grant will not substantially impair the intent and purpose of the zone plan and zoning ordinance.

WHEREAS, the Board has approved the minor site plan, bulk variances for front yard setback and façade sign and waiver of a procedural design standard of borough development regulations requiring a storm water drainage report (as set forth in the board engineer's report) on August 23, 1999 by the following vote:

ROLL CALL VOTE

Those in Favor: Tighe, Newton, Clark, Zebrowski, Ochocki

Those Opposed: None

Those Abstained: None

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Borough of Sayreville on this September 13, 1999 on the basis of the evidence adduced before it, the aforesaid findings of fact and ultimate findings (and conclusions), as reflected in the minutes of this Board's meeting of August 23, 1999 that this Resolution of Memorialization of the Resolution adopted by the Planning Board of the Borough of Sayreville at its meeting on August 23, 1999 granting minor site plan, bulk variances for front yard setback and façade sign and procedural waiver from borough development regulations requiring a storm water drainage report be approved subject to applicant meeting the following conditions:

1. That applicant shall pay to the appropriate Borough officials all review fees and escrow funds certified to be due by the Board Secretary to compensate for preliminary and final reviews of applicant's plans as well as professional services and/or expert testimony. No building permits or certificates of occupancy shall be issued by Borough officials until all such fees and escrow funds have been received and confirmation of same filed with the appropriate code official of the Borough.
2. That applicant is granted a waiver from the procedural requirement of borough development regulations to submit a storm water drainage report.
3. That applicant shall obtain approval, if required, from the New Jersey Department of Transportation..
4. That applicant shall provide six (6) handicapped accessible parking spaces, one of which shall be van accessible.

5. That the new addition shall not be utilized at any time as sleeping or living quarters

BE IT FURTHER RESOLVED, that all representations, commitments, and agreements made by the applicant or his representatives at any hearing(s), or contained in any document, plat, sketch or submission delivered to the Planning Board at any time prior to this approval, including those contained in any original or revised submission, shall be considered as conditions of approval of this application for development and are hereby incorporated in this resolution of approval.

Failure of the applicant to comply with the provisions hereof, any applicable Borough ordinance, provision of any required bonds or to secure any required building permit within the time limitations of the statute and ordinance in such case made and provided, as calculated from the date of approval, shall render this approval null and void.

ROLL CALL VOTE

Those in Favor: Mr. Tighe, Mr. Clark, Mr. Zebrowski, Mr. Ochocki
Those Opposed: NONE
Those Abstained: NONE

The foregoing is a true copy of a Resolution of Memorialization adopted by the Planning Board of Sayreville at its meeting on September 13, 1999.



Secretary, Planning Board

Dated: September 13, 1999

R SA-P2425-02
MAY 6 2008

THE BOROUGH OF SAYREVILLE
MIDDLESEX COUNTY, NEW JERSEY
PLANNING BOARD RESOLUTION

MEL'S LOUNGE, INC. PRELIMINARY and FINAL MAJOR SITE PLAN APPROVAL

WHEREAS, Mel's Lounge, Inc., hereinafter referred to as the applicant, has applied to the Planning Board of the Borough of Sayreville for preliminary and final major site plan approval for property known as Block 424, Lot 1.04; and Block 425, Lots 1 and 2; and

WHEREAS, said applicant has complied with all jurisdictional requirements necessary to prosecute the within application; and

WHEREAS, a public hearing was held by the Planning Board on November 5, 2008; and

WHEREAS, the Board considered testimony of the applicant and its witnesses, heard public comment, and received and examined various plans and exhibits offered by the applicant and reports from the Board's Engineer and Planner, and from which has made the following findings of fact:

FINDINGS OF FACT

1. The subject property is located in the Waterfront Redevelopment Zone. The application complies with the Master Plan's intent and purpose.
2. The submission has been classified as an application for preliminary and final major site plan approval.
3. The applicant submitted a proposed site plan prepared by French and Parrello Associates, P.A. dated May 7, 2008, signed on May 8, 2008. The applicant submitted a proposed architectural plan prepared by ldl Studio Architect/Hospitality Designer, dated May 8, 2008, an Environmental Impact Assessment prepared by French and Parrello Associates, P.A. dated May 7, 2008, a survey prepared by French and Parrello, Associates, P.A. dated February 15, 2008, and a Traffic Engineering Investigation prepared by Oracle Engineering, Inc. dated March 18, 2008.
4. The applicant sought preliminary and final approval for the conversion of the existing Club Abyss Night Club into a Banquet/Catering Facility. The existing one (1) story 9,100 sf +/- building is proposed to be renovated and a 14,000 sf +/- two (2) story addition is proposed to be constructed. The demolition of an existing one (1) story dwelling and garage are also proposed. Revisions to the on-site traffic circulation patterns and parking lot along with improvements to the site landscaping are also proposed.
4. The property in question is located on the northbound side of Route 35.
5. The Board Engineer and Planner have submitted reports dated November 5,

2008 and October 30, 2008, respectively, and have made certain recommendations therein. The applicant has had the opportunity to review said recommendations and, through its' attorney, has indicated a willingness to incorporate said recommendations into its' Plan, except as hereinafter modified.

6. Except as otherwise set forth herein, any factual determinations set forth in the reports of the Board Engineer and Planner are herein incorporated by reference.

BASED ON THE FOREGOING, THE PLANNING BOARD HAS FOUND:

1. That the preliminary and final major site plan, with the conditions set forth hereinafter, complies with development regulations of the Borough of Sayreville and principles of sound planning;

2. That the proposed preliminary and final major site plan allows for the conversion of the existing Club Abyss Night Club into a Banquet/Catering Facility. The existing one (1) story 9,100 sf +/- building is proposed to be renovated and a 14,000 sf +/- two (2) story addition is proposed to be constructed. The demolition of an existing one (1) story dwelling and garage are also proposed. Revisions to the on-site traffic circulation patterns and parking lot along with improvements to the site landscaping are also proposed;

3. That the applicant is granted a Bulk Variances and Design Waivers as more fully described on Schedule "A", attached.

4. That the benefits of granting the aforementioned bulk variances and design waivers substantially outweigh any negligible detriments.

5. That the intent and purpose of the zoning plan and ordinance will not be substantially impaired by the granting of the bulk variances and design waivers.

6. That there will not be substantial detriment to the public good.

7. That this proposal is an appropriate use under Municipal Land Use Law and the Master Plan.

Whereas, the Board has approved the preliminary and final major site plan on November 5, 2008 by the following vote:

ROLL CALL VOTE

Those in Favor:

Those Opposed:

Those Abstained:

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Borough of Sayreville on this 3rd day of December 2008 on the basis of the evidence presented before it, the aforesaid findings of fact and ultimate findings (and conclusions), as reflected in the minutes of this Board's meeting of November 5, 2008 that this Resolution of Memorialization of the Resolution adopted by the Planning Board of the Borough of Sayreville at its meeting on December 3, 2008 granting preliminary and final major site plan approval subject to the following conditions:

1. That the applicant shall incorporate the recommendations set forth in the report of the Board Engineer and Planner dated November 5, 2008 and June 18, 2007, respectively;
2. That the applicant shall provide all documentation required by the Sayreville Recycling Coordinator to fully comply with the Borough's Recycling Ordinance and achieve an acceptable "recycling" plan in accordance with the regulations and guidelines of the County of Middlesex and the State of New Jersey;
3. That the applicant shall restrict occupancy to five hundred fifty (550) people.
4. That the applicant walk the property with the Board's Engineer and Planner for an inspection of the fencing for the purpose of identifying areas in need of repair or replacement.
5. That the applicant prohibits outdoor music.

BE IT FURTHER RESOLVED, that all representations, commitments and agreements made by the applicant or its' representatives at any hearing(s) or contained in any document, plat, sketch or submission delivered to the Planning Board at any time prior to approval, including those contained in any original or revised submission, shall be considered as conditions of approval of this application and are hereby incorporated in this Resolution of Approval.

Failure of the applicant to comply with the provisions hereof, any applicable Borough Ordinance, provision of any required bonds or to secure any required building permit within the time limitations of the Statute and Ordinance in such case made and provided, as calculated from the date of approval, shall render this approval null and void.

ROLL CALL VOTE

Those in Favor:

Those Opposed:

Those Abstained:

The foregoing is a true copy of a Resolution of Memorialization adopted by the Planning Board of Sayreville at its meeting on December 3, 2008.

Patricia Gargiulo, Secretary, Planning Board
Borough of Sayreville

Dated:

Mel's Lounge, Inc.
Block 424, Lot 1.04 and Block 425, Lots 1 and 2
Borough of Sayreville, New Jersey

Table of Deviations from Redevelopment Plan & Land Development Ordinance
Revised Per Public Hearing on November 5, 2008

BULK VARIANCES			
B-3 ZONE SECTION	DESCRIPTION	REQUIRED/ PERMITTED	PROPOSED
Schedule II-B	Minimum front yard set back	50'	16.7' structure-canopy/34.5' building
§ 26-82.10	Buffers	50'	13.9 Existing
Signage Schedule	Size deviation	85 sf	204 sf and 97 sf
Signage Schedule	Number of Signs	Front Facade	Two signs on Bldg. with one on front façade and one on side facade
Signage Schedule	Set back	25'	3'
Schedule II-B	Dumpster in side yard setback	No	Placed on north side away from residential area
EXCEPTIONS (DESIGN WAIVERS)			
LAND DEVELOPMENT ORDINANCE (LDO) SECTION	DESCRIPTION	REQUIRED/ PERMITTED	PROPOSED
§ 26-98.1.B.6.	Sidewalk throughout site	Required	Not provided; allows for more landscaping
§ 26-98.1.B.4.	Minimum distance between edge of driveway and property line	10'	0'
§ 26-97.1.U.1.	Sidewalk along frontage of the property	Required	Not provided; allows for more landscaping
§ 26-98.1.B.8	Location of Parking Spaces	No parking in front yard setback or within 5' of property line	Handicapped parking in front yard setback and parking adjacent to first bldg has 0' set back

RESOLUTION
PLANNING BOARD
OF
THE BOROUGH OF SAYREVILLE

Re: Pure Event Center, Inc.
1970 Route 35
Lots 1 & 2, Block 425
Lot 1.04, Block 424

WHEREAS, Applicant, Pure Event Center, Inc. , tenant of the property known as 1970 Route 35, also known as Lots 1 & 2, in Block 425 and Lot 1.04, in Block 424 in the Borough of Sayreville, County of Middlesex, State of New Jersey, requests change of use and bulk variance approval for property located on 1970 Route 35 in the "B-3" Highway Business Zone.

WHEREAS, a Hearing was conducted on May 6, 2015 in Council Chambers, in Borough Hall, in the Borough of Sayreville, County of Middlesex, State of New Jersey; and

WHEREAS, the following members of the Board heard the testimony and read the documents submitted:

Dr. J. Misiewicz (Chairman)
Mr. T. Tighe
Ms. A O'Leary
Mr. D. Volosin
Mr. M. Macagnone
Mr. A. Chodkiewicz
Mr. D. Bello
Mr. K. Kelly, Sr.
Ms. D. Lee

WHEREAS, at said meeting all those who desired to be heard were heard, and the testimony was recorded by the Planning Board; and

WHEREAS, at said meeting the Planning Board carefully considered the testimony offered and the documents submitted by the applicant; and

WHEREAS, as a result, said following findings of facts and conclusions were made:

FINDINGS:

1. The Applicant is the tenant of the property known as and located at 1970 Route 35, also known as Lots 1 & 2, in Block 425 and Lot 1.04, in Block 424 in the Borough of Sayreville, County of Middlesex and State of New Jersey.
2. The subject property consists of a 3.17 acre parcel located on the northbound side of Route 35. The site presently contains Club Pure which is a banquet hall type use for teen events. The site is the former location of Club Abyss which was a night club that existed on the property for a number of years. In 2008 an application was made to the Planning Board for the conversion of the Club Abyss night club into a banquet/catering facility. The application called for the existing one (1) story 9,100 square foot building to be renovated and a 14,000 square foot \pm two (2) story addition to be constructed. The demolition of the existing one (1) story dwelling and garage were also proposed. In

addition, revisions to the on-site traffic circulation patterns and parking lot along with improvements to the site landscaping were also proposed. This project was never constructed. The current application before the Planning Board proposes the return of the site to the former night club use. A restriping of the existing parking lot in order to create 280 valet parking spaces is proposed. No modifications to the existing building are proposed.

3. Bulk variance relief is required in connection with the application as follows:

- minimum front yard setback (50' required; 31.9' existing)
Said condition is a pre-existing non-conformity and no further building expansion is proposed.

4. Mr. Brian Lourenco, principal owner of Pure Event Center, Inc. and the property owner, Loumis Realty Co., testified on behalf of the Applicant. Mr. Lourenco stated that he started his present business in 2010 which caters to private Bar and Bat Mitzvahs and Sweet 16's. Mr. Lourenco noted that the Applicant is now looking to book public events in addition to its current operations of hosting private events. Mr. Lourenco indicated that the existing residential building on site is utilized for storage only, no cooking occurs on site and all deliveries are by UPS or box truck. The dumpster is serviced by a private trash hauler. Mr.

Lourenco testified that as a condition of approval, the Applicant would eliminate teen nights and would abide by all terms and conditions imposed on the existing liquor license. In terms of accessing the site, all patrons would have their vehicles valet parked and upon presenting proper ID, would receive a wristband. Once a patron enters the site, they cannot re-enter upon exiting.

5. Mr. Brian May, owner of Parking Solutions, provided testimony as to the proposed valet parking operations on behalf of the Applicant. Mr. May noted that his company operates 12 other locations in addition to the proposed site. Mr. May stated that upon entering the site, the occupants of the vehicle are wristbanded and the vehicle is moved to a staging area and ultimately into the parking lot by a valet attendant. According to Mr. May, approximately 20% to 50% of the patrons arrive by taxi or uber and after delivering patrons will exit the site. In the event of overflow parking, Mr. May stated that an additional lot can be used across Route 35. If the overflow lot is utilized, a shuttle bus will bring valet attendants back to the club. Mr. May also stated that employees will park behind the existing

residential building on site. Finally, Mr. May testified that upon club closing, all entrance points on Route 35 will be converted to exit only.

6. Mr. Walter Hopkin, PE provided professional engineering testimony on behalf of the Applicant. Mr. Hopkin stated that a waiver is requested for the 50' landscape buffer as there currently exists a 15' buffer with mature large pine trees at the rear of the site which provide sufficient buffering. In addition, the Applicant would agree to repair and replace damaged portions of the existing fencing and to construct an 8' high fence after a 6 month probation period of operating the club for public events.
7. Lt. Timothy Brennan of the Sayreville Police Department testified during the course of the hearing. Lt. Brennan noted that during the period from July 9, 2011 to March 10, 2015, the Police Department received 35 calls of which 6 were for noise complaints. According to Lt. Brennan, all noise complaints occurred during teen nights and the terms and conditions imposed on the existing liquor license will provide for better site enforcement.
8. Sgt. John Bartlinski of the Sayreville Police Department testified during the course of the hearing. Sgt. Bartlinski questioned the adequacy of parking based upon the mandatory valet parking

requirements and indicated that no more than 600 persons be permitted on site for the requested public events.

9. The Applicant agreed to the imposition the following conditions upon any approval granted by the Board, to wit:
 - a) No teen nights shall be scheduled while any requested approvals on the application are in place.
 - b) Occupancy for public and private events shall be limited to 600 persons and only the upstairs floor shall be utilized.
 - c) Four public events shall be permitted during the following six month period following the memorization of any Resolution of approval for the change of use. Said events shall be managed by the Applicant and not a Third Party.
 - d) On the earlier of 4 public events, or, 6 months from the date of any memorialization of a Resolution of approval, the Applicant shall be required to appear before the Planning Board to determine if said change of use shall continue in the future.
 - e) After said 6 month period, an 8' high solid fence shall be constructed at the rear property line of the site.

- f) In the event the overflow parking lot is utilized, a shuttle bus shall be utilized to transport valet attendants back to the site.
 - g) The Applicant shall provide notice of all public events to the Sayreville Police Department and shall schedule a community meeting with said residents and the Police Department after each event to gauge public feedback.
 - h) The Sayreville Police Department shall provide a written report after the aforesaid 6 month probationary period to the Board.
 - i) The Applicant shall submit to random noise level readings during the public events to be monitored by the Sayreville Police Department.
 - j) The Applicant shall abide by all terms and conditions contained in the existing liquor license for the site which shall be incorporated by reference in the aforesaid approval.
10. The Applicant requested and the Board granted design waivers for parking areas in front yard setback and sidewalks between parking areas and principal structures.
11. As to the Memorandum dated May 6, 2015 from Mr. Jay Cornell, P.E., all of the concerns raised in said Memorandum were

satisfactorily addressed by the Applicant. As to the Memorandum dated May 1, 2015 from Mr. John Leoncavallo, P.P., all of the concerns raised in said Memorandum were satisfactorily addressed by the Applicant.

12. The following individuals testified during the public portion of the hearing, to wit; Andrew Siwaldo, Jean Kodada, Jill Poliny and Heather Dyson.
13. The Applicant was represented by Salvatore Alfieri, Esq. at the hearing.

CONCLUSIONS:

1. The proposed application for change of use approval satisfies all of the concerns of the professional staff and promotes sound planning and will pose no adverse impact to health, safety and general welfare of the public and surrounding area.

THEREFORE BE IT RESOLVED THAT, the Applicant's request for change of use approval be granted on the following conditions:

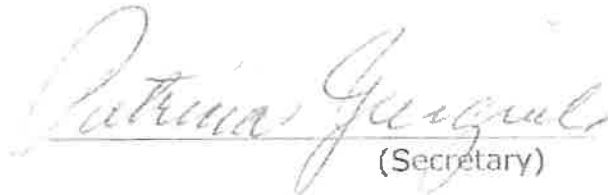
1. All other representations offered by the Applicant and its professionals are hereby incorporated by reference as a condition of approval.
2. All agreed upon recommendations in the reports of any Borough professional are hereby incorporated by reference as a condition of approval.

3. The Applicant is to comply with all requirements, statutes and ordinances of the Borough of Sayreville, County of Middlesex, State of New Jersey.
4. The Applicant is to pay all required fees, escrow, bonds and inspection fees pursuant to Borough ordinances.
5. The Applicant is to receive all permits and approvals prior to commencing any construction.
6. The Applicant is to comply with all requirements of the Construction Code Official Engineer (if applicable).
7. No teen nights shall be scheduled while the instant approval is in place.
8. Occupancy for public and private events shall be limited to 600 persons and only the upstairs floor shall be utilized.
9. Four public events shall be permitted during the following six month period following the memorization of any Resolution of approval for the change of use. Said events shall be managed by the Applicant and not a Third Party.

10. On the earlier of 4 public events, or, 6 month from the date of the memorialization of the Resolution of approval, the Applicant shall be required to appear before the Planning Board to determine if said change of use shall continue in the future.
11. After said 6 month period, an 8' high solid fence shall be constructed at the rear property line of the site.
12. In the event the overflow parking lot is utilized, a shuttle bus shall be utilized to transport valet attendants back to the site.
13. The Applicant shall provide notice of all public events to the Sayreville Police Department and shall schedule a community meeting with said residents and the Police Department after each event to gauge public feedback.
14. The Sayreville Police Department shall provide a written report after the aforesaid 6 month probationary period to the Board.

15. The Applicant shall submit to random noise level readings during the public events to be monitored by the Sayreville Police Department.
16. The Applicant shall abide by all terms and conditions contained in the existing liquor license for the site which shall be incorporated by reference in the aforesaid approval.

Date: June 3, 2015


(Secretary)

Motion was made to approve by Mr. T. Tighe seconded by Mr. Mr. K. Kelly, Sr.

In favor are:

Mr. T. Tighe
Mr. D. Volosin
Mr. A. Chodkiewicz
Mr. D. Bello
Ms. D. Lee

Against:

Dr. J. Misiewicz (Chairman)
Ms. A O'Leary
Mr. M. Macagnone
Mr. K. Kelly, Sr.

Memorialized at the June 3, 2015 meeting by Motion by Mr. T. Tighe,
seconded by Ms. D. Lee.

In favor are:

Mr. T. Tighe (Vice-Chairman)
Mr. D. Bello
Ms. D. Lee
Mr. D. Volosin

Against: