

NJDEP Environmental and Historic Review
Application for EDA and DCA-NEP Programs

1. Agency Name: _____ New Jersey Economic Development Authority _____
2. Date of Application Submittal to DEP: 3/10/15
3. CDBG-DR Program: _____ Stronger NJ Business Loan _____
4. Application ID Number: ~~_____~~ ~~_____~~ SL# 619239
5. National Objective Description/Number: LMI
6. Grant Number: B-13-DS-34-0001
7. Applicant Name: S Kelly Corp / Kelly Management Group INC
8. Project Location: 10 E Ocean Ave (Street Address) 07760 (Zip)
Sea Bright (Municipality) Monmouth (County)
19 (Block) 3 (Lot)

(A separate form with a unique Application ID number is required for each location.)

9. Detailed Project Description See below attachment and Appendix A
 Provide a thorough description of the existing conditions at the site, work that will occur at the site, and the final project outcome. See Appendix A for directions.
10. Change in Use NO
 Will the project result in a change in use for the land or structure? If YES, please describe and document.

Examples:

- a. Residential use → Non-residential (commercial, industrial, or mixed use)
- b. Non-residential (commercial, industrial, or mixed use) → Residential

11. Change in Size or Capacity Yes, see Appendix A
 Will the project result in a change in size or capacity of any kind? If YES, describe the percentage increase in size, footprint, number or capacity. Include any increase in number or square footage of main building(s), ancillary structure(s), parking areas, landscaping, paving, discharges such as sewage (wastewater), solid waste (trash), or process discharges, etc.

Examples:

- a. Increase in retail space, restaurant or theater seating capacity with 30% larger footprint and additional parking spaces.
- b. Addition of a second story to an existing building in the same footprint.
- c. Increase in production capacity of manufacturing facility by 15%
- d. Change in landscaping resulting in 25% more impervious surface/paving.

12. Market Value See attachments.
 What is the estimated cost of the rehabilitation as a percentage of the estimated post-rehab value of the building? Attach documentation such as comparable housing or commercial property prices.

Example:

The cost of the rehabilitation is currently projected at \$1,212,412. The estimated value of the property after rehabilitation is expected to be \$2,000,425. (Rehabilitation costs are 61% of the projected value at completion.)

Right of Entry Form signed by property owner	
Initial Determination of Level of Review _____	SCM Initials _____
Reason for Initial Determination _____	
<i>This section is for DEP use.</i>	

Estimated Value After Rebuild

The cost to rebuild the new sustainable Mad Hatter building is approximately \$3,500,000. The value of the building & property was appraised at \$2,100,000 on March 17, 2009 by Fleming White Appraisals, Incorporated (see attached appraisal). We were operating the restaurant out of 6,600 square feet pre Sandy. With the new sustainable building we will be operating out of 12,000 square feet, in addition to adding parking spaces below the building as well as adding oceanfront views. The estimated value after the rebuild is estimated to be \$4,900,000. Rebuild costs are 71% of the projected value at completion of the rebuild.

SUMMARY APPRAISAL OF PROPERTY KNOWN AS



**MAD HATTER BAR & RESTAURANT PROPERTY
10 EAST OCEAN AVENUE, SEA BRIGHT BOROUGH
MONMOUTH COUNTY, NEW JERSEY**

**APPRAISAL DATE:
MARCH 11, 2009**

**PREPARED FOR:
BNB BANK, N.A., NEW YORK, NY**

**AUTHORIZED BY:
MR. TED MORGAN, BNB BANK, N.A.**

**PREPARED BY:
STEVEN FLEMING, SCGRE #00369
MICHAEL WHITE, MAI, SCGRE #00351
FLEMING WHITE APPRAISALS, INC.
TWO RIDGE LANE, COLONIA, NJ**

FLEMING WHITE APPRAISALS, INC.
EXPERT REAL ESTATE CONSULTANTS

CARL FLEMING, MAI
MICHAEL WHITE, MAI

TWO RIDGE LANE, COLONIA, NEW JERSEY 07067-3207
TELEPHONE - (732) 388-2177
FAX - (732) 499-7233

STEVEN FLEMING
ADAM FLEMING
CHRIS FLEMING



March 17, 2009

Mr. Ted Morgan
BNB BANK, N.A.
250 Fifth Avenue
New York, New York 10001

RE: MAD HATTER BAR & RESTAURANT PROPERTY, SEA BRIGHT, NEW JERSEY

Dear Mr. Morgan:

In accordance with your request, we have estimated the market value of the property located at 10 East Ocean Avenue, in the Borough of Sea Bright, County of Monmouth, State of New Jersey, being legally described as Block 19, Lot 3, as identified on the Borough of Sea Bright municipal tax map.

The property consists of a rectangular shaped parcel of land containing 6,250 square feet which is located at the southeast corner of East Ocean Avenue and East Surf Street. The property is improved with a one and part two story, commercial mixed use building containing 6,886± square feet and is 100% occupied. The primary use of the building is as a bar and restaurant containing 4,600 square feet of ground floor area with seating for 108 people, plus 2,000± square feet of outdoor seating in the rear yard. The second floor comprises a management office and two apartment units. Parking is limited to public spaces within the right-of-way of East Ocean Avenue. The subject has no on-site parking.

We are pleased to transmit herewith our summary report of the appraisal of the estimated market value of the subject property. Please be advised that the property has been inspected and we have performed a careful, detailed investigation and analysis of all matters pertinent to the appraisal of its value, which is contained in the attached report.

Our appraisal was made in order to estimate the market value of the "as is" fee simple estate of the subject property. This appraisal was prepared for BNB Bank, N.A. for mortgage finance purposes and is intended for this exclusive use by the client. The client has authorization to release copies of this appraisal report to any necessary third parties involved with this specific purpose. Use of this report by others or for any other purpose is not intended by the appraisers.

Mr. Ted Morgan
BNB BANK, N.A.

RE: MAD HATTER BAR & RESTAURANT PROPERTY, SEA BRIGHT, NEW JERSEY
March 17, 2009

This appraisal concerns the valuation of the real estate of the subject property. The analysis and reporting of a valuation for furnishings, trade fixtures and equipment, as well as any value of the going concern (if any) from the business operation is beyond the scope of this appraisal assignment.

The appraisers' physical inspection of the subject site did not reveal any obvious significant risks due to toxic waste, hazardous substances, asbestos, geological risk areas, or any other physical conditions. The presence of adverse environmental condition is, however, beyond the scope of the appraisal and the expertise of the appraisers.

This report was prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Foundation and the Office of the Comptroller of the Currency (OCC). This appraisal is subject to the scope of work, definitions, certifications, and limiting conditions set forth in the attached report.

As a result of our analysis, we have formed an opinion that the market value of the subject property, as of March 11, 2009, is:

TWO MILLION ONE HUNDRED THOUSAND DOLLARS

(\$2,100,000)

Respectfully submitted,

Steven Fleming

Steven Fleming
State Certified General Appraiser
No. RG 00369

Michael White

Michael White, MAI
State Certified General Appraiser
No. RG 00351

1. Contact Information

- a. Kelly Management Group, LLC
S Kelly Corporation
DBA Mad Hatter
Scott & Amy Kelly, **Owners** of Kelly Management Group, LLC & S Kelly Corporation, 973-699-2788- Cell, 732-842-0143-Office, 732-747-6789-Fax
SKelly@theMadHatterNJ.com

- b. Project Representatives
Susan Pitaccio, Owner of Maxey Hayes Design Studios, **Restaurant Designer**, 973-919-4848, spitaccio@maxeyhayse.com

Gerry Spanola, Architrave Group, PC, **Restaurant Architect**, 732-212-0007-Office gspanola@architragroup.net

David Eareckson, PE, President of Matrix New World, **Restaurant Engineer**, 732-588-2999-Office, 973-845-7507-Direct, deareckson@matrixnewworld.com

Keenan Hughes, Phillips Preiss Grygiell LLC, **Professional Planners**, 201-420-6262-Office khughes@ppgplanners.com

Kevin Asadi, **Attorney** for obtaining 6 Bulk Variances from the Borough of Sea Bright, 732-747-3700-Office, 732-637-6529-Cell, kasadi@zagerfuchs.com

Bill O'Leary, **Patriot Construction**, 908-670-4609, bill@patriotconstructionllc.com

2. Project Description

Summary: The purpose of this project is to rebuild the Mad Hatter, a restaurant, sports bar and nightclub located at 10 East Ocean Avenue. The Mad Hatter sustained substantial wind, flood and ocean surge damage from Super Storm Sandy on October 29th 2012. The Mad Hatter employs 50 people during our peak season months and about 25 people during our off-season months. We are open for business 12 months a year from 11:00 am till 2:00 am seven days a week. The total project is approximately 17,000 square feet (includes street level) @ approximately \$206/square foot is estimated to cost around \$3,500,000 for the building \$330,000 in other constructions costs and approximately \$855,000 for inventory and equipment with an EDA loan funding \$3,185,000.

The existing building is 3 stories with a restaurant, a sports bar, a nightclub, an office, storage rooms and two apartments located on the Atlantic Ocean in Sea Bright, NJ. There is approximately \$1,200,000 in covered building damage and the building needs to be raised to adhere to the new FEMA V-Zone requirements, ABFE elevations and current hurricane codes. The cost effective way to rebuild is to tear down the current building and rebuild on a pile/column construction. Our primary goal is to rebuild a new sustainable building along the Atlantic

Ocean and Shrewsbury River. The project will allow us to build up and elevate our business floors from harms way as well as provide parking under the building, which we do not currently have. The current lot size is 50' North & South by 125' East & West.

The rebuild will include a parking area, an elevator, a restaurant, a sports bar, a stage for local bands, an office, a kitchen, a large outdoor area with a banquet/private party room. Emphasis has been given to the outdoor deck space on every floor in order to take advantage of the incredible ocean and river views. The proposed plan will benefit the environment by substantially reducing the energy consumption and emission of carbon dioxide that was previously created by energy deficient appliances. The plan also creates additional parking for about 7 cars under the building that we didn't previously have. The new sustainable building will allow for future flood waters to flow under the building and not harm the existing building. The new building will also be built to hurricane specifications and will allow future storm winds to not cause harm to the building. The new building was designed to look like a residential building to fit in with the town appeal. In addition, we will be able to hire approximately 75-100 new employees. The outdoor area on the street level will have an area where people can park and secure their bikes while dining or enjoying the beach. A new building will be a huge improvement aesthetically for the residents and people visiting Sea Bright from the old building that is currently there.

We have hired Matrix New World Engineering, Inc. to obtain the topographic survey, an application to Coastal Area Facilities Review Act (CAFRA), a soil conservation district application, and provide a preliminary/final site plan. We have hired Architrave Group PC to help with the pre-design phase, the construction documents phase and the construction administration phase. We have hired Maxey Hayse to obtain a preliminary restaurant design, conceptual elevations, finish samples, design documentation, involvement with the architect, the engineers, the builder and maintaining the progress of construction and purchasing. We have received pricing from Patriot Construction for rebuild costs.

We plan to start the demo of our current building and rebuild our new building once we receive our 6 bulk variances from the planning/zoning board of Sea Bright which is scheduled in early 2015. Once we receive financing for this project we expect the construction to take approximately 52 weeks.

We purchased the building and the business on January 18, 2006 for \$2,650,000. The real estate and building appraised on March 11, 2009 for \$2,100,000. I obtained a Small Business Loan for \$1,800,000 investing \$1,000,000 of personal money (\$850,000 for purchase and \$150,000 operating cash). I owe \$1,500,000 on my SBA loan. I plan on taking the money I receive for wind damage (\$700,000) and flood damage (\$500,000 max flood policy) totaling \$1,200,000

and paying off my SBA loan. I plan on obtaining a loan from the NJEDA for \$4,685,000 for total rebuild, inventory and equipment.

When we purchased the business in 2006, the previous owner had approximately \$800,000 in annual sales. We turned the business into sales totaling over \$2,000,000 with increasing sales every year. I have run the business for the past 8 years as President of S Kelly Corporation and I am involved of with the daily operations. My brother Mike is the General Manager and has been since we opened in 2006 and is also involved with the daily operations. My wife Amy, the co-owner continues to work at her job with Realty Capital Securities as a Product Manager in New York. I have been spending my time the past 24 months trying to get our business rebuilt and fighting the 6 insurance companies that refuse to pay for our two homes, commercial building and business. Mike continues to run the daily operations of the Mad Hatter as we have opened up in a small useable space since May 24, 2013.

3. Project Budget:

New Construction

General Conditions	\$208,590
Cast-In-Place Concrete	\$187,340
Cementitious Underlayment	\$21,420
Unit Masonry	\$64,600
Exterior Stone Cladding	\$6,630
Cast Stone Masonry	\$7,820
Metal Fabrications	\$4,420
Metal Stairs	\$34,680
Pipe & Tube Railings	\$31,450
Decorative Metal Railings	\$77,180
Wood Framing	\$290,190
Wood Decking	\$57,460
Sheathing	\$30,770

Shop Fabricated Structural Wood	\$28,050
Architectural Woodwork	\$171,750
Finish Carpentry	\$36,720
Exterior Wood Shutters	\$3,230
Damproofing	\$340
Metal Oxide Waterproofing	\$1,700
Thermal Insulation	\$36,550
Air Barriers	\$16,320
Asphalt Shingle Roofing	\$5,780
Fiber Cement Siding & Exterior Trim	\$62,050
TPO Membrane Roofing	\$71,060
Sheetmetal Flashing & trim	\$15,470
Gutters & Downspouts	\$5,270
Roof Accessories	\$1,700
Penetration Firestopping	\$4,250
Joint Sealants	\$8,500
Hollow Metal Doors	\$30,940
Access Doors	\$4,590
Folding Doors	\$24,480
Traffic Doors	\$4,420
Wood Windows w HM Doors & Frames	\$143,650
Glass & Glazing	\$850
Gypsum Wall Board	\$92,480

Ceramic Tile	\$95,880
Waterproofing Membrane	\$17,170
Acoustic Ceilings & Grid	\$6,460
Resilient Flooring	\$42,160
Painting & Staining	\$34,850
Toilet Compartments	\$2,890
FRP Wall Protection	\$15,640
SS Steel Corner Guards/End Caps	\$2,720
Toilet & Bath Accessories	\$12,580
Fixed Sun Screens	\$12,240
Awnings	\$11,900
Window Treatments	\$8,330
Pre-Manufactured Wood Casework	\$2,210
Stone Countertops	\$1,020
Entrance Floor Mats & Frames	\$2,210
Electric Dumbwaiter	\$31,620
Overhead Traction Elevator	\$84,150
Fire Suppression	\$48,450
Fire Pump	\$24,480
Plumbing	\$84,830
HVAC	\$165,410
Electrical, Temp. Lighting	\$121,720
Packaged Emergency Generator	\$59,670

Interior & Exterior Light Fixtures	\$87,720
Fire Alarm System	\$21,080
Earthwork	\$3,570
Erosion & Sediment Controls	\$2,720
Concrete Steel Piles	\$401,540
Asphalt Paving	\$3,060
Concrete Curbs & Sidewalks	\$9,690
Pavement Markings/Traffic Signage	\$10,880
Fences & Gates	\$3,060
Site Furnishings-Bike Racks	\$2,380
Landscaping	\$10,540
Dom. Water & Fire Utility Dist.	\$29,750
Sanitary Sewer Utility Distribution	\$25,330
Storm Utility Drainage	\$38,930
Site Electrical Utility Distribution	\$9,180
Site Communications Utility Dist.	\$2,040
Construction Manager's Overhead & Profit	\$157,240
Total Building Construction	\$3,500,000

Demo Existing Building	\$50,000
Architect/Professionals	\$175,000
Municipal Permit Fees	\$70,000
Builders Risk Ins & Utility Fees	\$15,000
Interior Signage/Smoke/Theft Alarm	\$20,000
All Kitchen/Bar Equipment, Chairs, Tables	\$755,000
Total Project Budget:	\$4,585,000
Funding Sources:	
Flood Insurance Payments	\$500,000
Private Loan	\$1,000,000

4. Site plan : See Attachments
5. Previous Environmental Studies : See Attachments
6. Miscellaneous: See attachments



3 October 2013

Mr. Scott Kelly
Mad Hatter
10 East Ocean Ave.
Sea Bright, NJ 07761

Re: Mad Hatter
East Ocean Ave.
Sea Bright, NJ
Project No: G13-112

Dear Scott;

Thank you for the opportunity to submit the following Agreement for Architectural and Engineering Services for the above referenced Project. If this Agreement is acceptable to you, please execute one (1) copy along with the Terms and Conditions and the Retainer return it to us for our records.

1.0 PROJECT DESCRIPTION

The Owner is proposing reconstruct their existing Restaurant located at the above referenced address. The existing building is currently at grade. The new structure will be elevated on Pile/Column construction and allow for grade level parking as well as Stair and Elevator access. The Main Level will be comprised of the Restaurant, Bar, Main Kitchen, Exterior Decks, Toilet Rooms and an elevator. The Second Level will include Bar, Dining, Office, Kitchen (support/prep and storage), Toilet Rooms, Exterior Decks and an Apartment with private entrance. The Third Level will include Banquet Room, Bridal Room, Coat Closet, Lobby, Food Staging, Toilet Rooms and an Exterior Deck with Bar. The existing Site Foot Print is 50' x 125' and all construction will be limited within this footprint. The Main Facility Exterior and Plans will be provided by the Owner's Designer for the Basis of the Project. All Site Engineering and Documentation will be provided by others.

\$ 4,000 Retainer

\$ 48,500



3 October 2013
Mad Hatter
Sea Bright, NJ
Project No. G13-112
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2.0 SCOPE OF SERVICES

Based on the above Project Description, the Architect proposes to perform the following Services:

2.1 Pre-Design Phase

Meet with Owner to ascertain program and schedule requirements.

Review Floor Plans and Exterior Elevations prepared by Owner's Design as the Basis of the Project for Code Compliance and General Construction.

Architrave Group PC will prepare Architectural Floor Plan Reflected Plan(s) and Exterior Elevations the proposed new Facility.

All Toilet Room layouts and Kitchen layouts to include cooler/freezer prep and shelving will be incorporated during this Phase.

The Proposed Layout will be provided for Owner's review and Municipal approval.

Also included under this Phase of the Project will be one (1) meeting with the Municipality for required approvals.

2.2 Construction Documents Phase

Under this Phase of the Project Architrave Group PC will prepare Architectural and Structural Documents delineating the Architectural and Structural components of the new Facility. All Mechanical, Electrical and Plumbing Engineering will be provided by others.

Also included in this Phase of the Project will be coordination with the Mechanical Engineer, with regard to clearances and requirements governing their Design for the Project.



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Mad Hatter
Sea Bright, NJ
Project No. G13-112
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These Documents will be suitable for bidding and filing with the Building Department for Construction Permits.

NOTE: If requested by the Owner an additional Lump Sum Fee for the MEP Engineering can be provided.

2.3 Construction Administration Phase

Services under this Phase of the Project will be limited to the review of Structural Shop Drawings and Site visits corresponding to major components of Construction, i.e. Pre Footing, Pre Slab, Rough Framing, Rough In locations prior to equipment installs, Final Punch List and Project Close Out.

All other Services requested or required by the Owner will be provided as Additional Services.

3.0 COMPENSATION

Based on the above, the Architect will provide the Scope of Services outlined as follows:

3.1 Pre-Design Phase

All Services rendered under this Phase of the Project will be provided as outlined in Section 2.1 of this Agreement for Lump Sum Fee of Four Thousand Five Hundred Dollars (\$4,500.00).

3.2 Construction Documents Phase

All Services rendered under this Phase of the Project will be provided as outlined in Section 2.2 of this Agreement for an additional Lump Sum Fee of Thirty Three Thousand Eight Hundred Dollars (\$33,800.00).



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Mad Hatter
Sea Bright, NJ
Project No. G13-112
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3.3 Construction Administration Phase

All services provided under this phase of the Project will be provided as outlined in Section 2.3 of this Agreement for an Additional Lump Sum Fee of Ten Thousand Two Hundred Dollars (\$10,200.00).

All other Services requested or required by the Owner under this Phase of the Project will be provided on a Time and Materials (T&M) Basis and invoiced in accordance with the Rates outlined in Section 3.4.

3.4 Hourly Rates

The following are the Rates to be invoiced for all Services provided on a Time and Materials (T&M) Basis or as Additional Services:

- Principal.....\$200/hr.
- Sr. Project Manager.....\$150/hr.
- Technician.....\$85/hr.
- Clerical.....\$50/hr.
- Consultants.....1.10 x Actual Cost
- Municipal/Public Meeting(s).....\$600 (per meeting)

3.5 Retainer

A Retainer in the amount of Four Thousand Dollars (\$4,000.00) will be required to initiate work under this Agreement. This amount will be credited toward the final invoice for Construction Document Services.

3 October 2013
Mad Hatter
Sea Bright, NJ
Project No. G13-112
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3.6 Reimbursable Expenses

All out-of-pocket expenses incurred in connection with the Project shall be invoiced at 1.10 times the actual cost. Such expenses may include: reproduction, messenger service, extraordinary postage, travel, toll telephone calls, governmental agency fees, models and renderings.

3.7 Invoicing

Invoicing will be forwarded monthly. Invoices represent work completed to date and are payable upon receipt of same. All outstanding balances unpaid after thirty (30) days shall bear interest at the rate of 1.5 percent per month (Annual Rate of 18%).

3.8 Additional Services

The following Services are not included in the Base Fee but may be performed as requested by the Owner:

- a. Site Engineering and Documentation (including survey)
- b. Soils Reports and Engineering
- c. Interior Design/Material Selections
- d. Revisions to layout after Owner approval
- e. Mechanical, Electrical and Plumbing Engineering and Documentation
- f. Sprinkler Design & Engineering
- g. Meetings w/Municipality beyond that identified in Section 2.1
- h. Signage Drawings and Detailing
- i. Permit Expediting
- j. Construction Administration beyond what is identified in Section 2.3
- k. Millwork Drawings



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Mad Hatter
Sea Bright, NJ
Project No. G13-112
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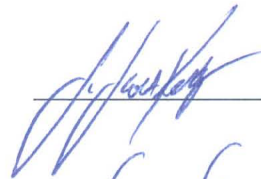
Thank you again for this opportunity.

Very truly yours,


ARCHITRAVE GROUP PC

MR. SCOTT KELLY
MAD HATTER

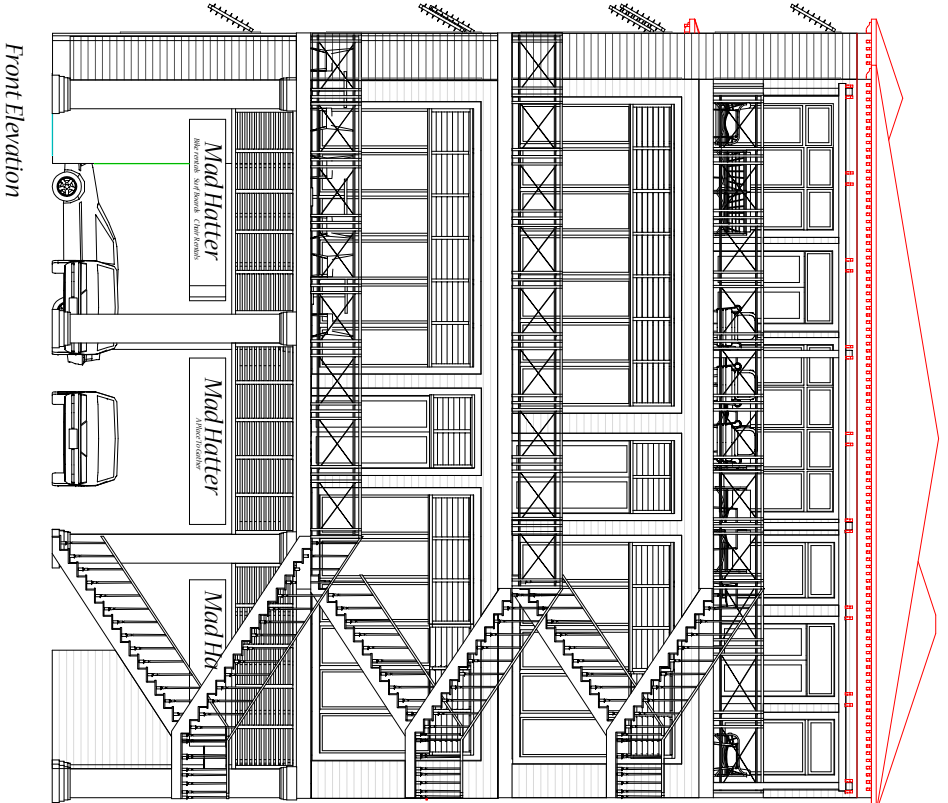
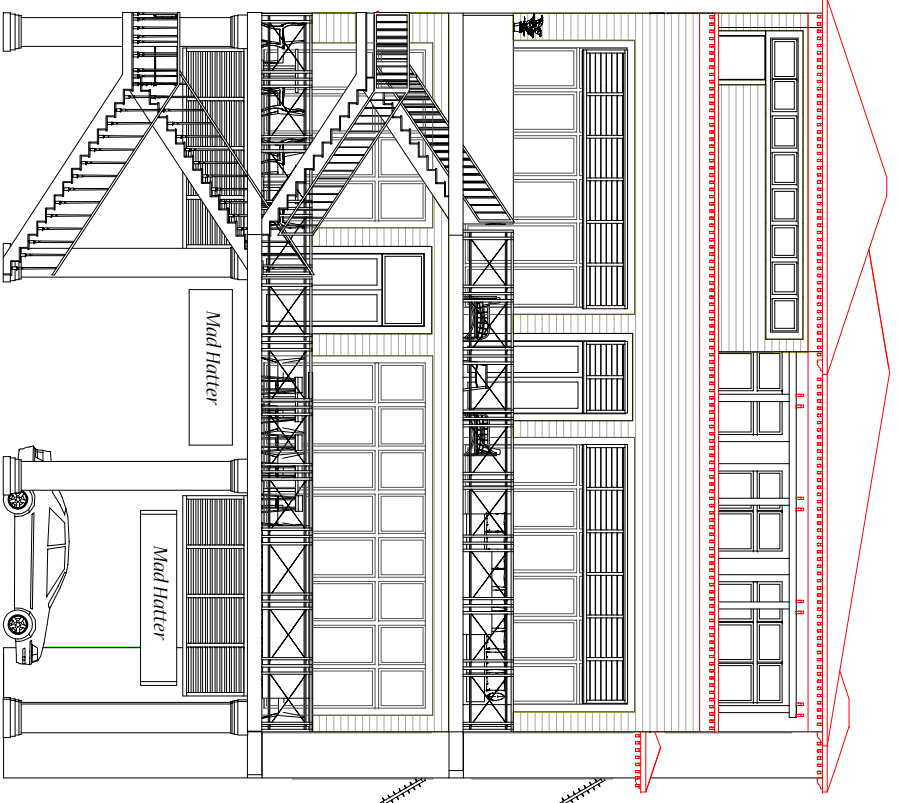
Gerard Spanola



Date 10/21/13



Print Name



Front Elevation

Note: All Drawings Are for Concept only Note to be used for fabrication or construction

Project Name:	
Scale:	
Page Name:	
Page:	

Matrix New World Engineering, Inc.
442 State Route 35, Second Floor
Eatontown, New Jersey 07724
732.588.2999 Fax 973.240.1818
www.matrixnewworld.com WBE/DBE/SBE

MATRIX**NEW**WORLD

Enabling Progress

October 16, 2013

Via Email (skelly@themadhatternj.com) & U.S. Mail

Kelly Management Group, LLC
10 East Ocean Avenue
Sea Bright, NJ 07760

Attn: Scott Kelly

**Re: PROFESSIONAL SERVICES PROPOSAL
MAD HATTER RESTAURANT – SURVEY & CAFRA SERVICES
BLOCK 19, LOT 3
BOROUGH OF SEA BRIGHT, MONMOUTH COUNTY, NEW JERSEY
MATRIX NO. LD13-193**

Dear Mr. Kelly:

Matrix New World Engineering, Inc. (Matrix) is pleased to submit the enclosed proposal that encompasses professional engineering services for the above-referenced property. The items within the proposal will utilize the previously prepared Preliminary and Final Site Plans which were prepared by Matrix New World Engineering, Inc. and submitted to the Borough on September 6, 2013.

We thank you for the opportunity to submit this proposal. Please feel free to contact me directly at (973) 295-3604 with any questions or comments regarding the scope or fees as indicated within this proposal.

Sincerely,

MATRIX NEW WORLD ENGINEERING, INC.



Sean M. Savage, PE, LEED AP
Director of Land Development

SMS:lb

Enclosures: Matrix Terms and Conditions & Fee Schedule

**PROPOSAL FOR PROFESSIONAL SERVICES
BLOCK 19, LOT 3
BOROUGH OF SEA BRIGHT, MONMOUTH COUNTY, NEW JERSEY
MATRIX NO. LD13-193**

INTRODUCTION

The following proposal is for professional engineering and surveying services for Block 19, Lot 3, located in the Borough of Sea Bright, Monmouth County, New Jersey. The tract consists of approximately 0.15 acres and has frontage along East Ocean Avenue, East Surf Street, and Wayne Street.

The site is proposed to be developed to contain a restaurant, apartment, and vendor kiosks and site plans prepared under a separate proposal have been submitted to the Borough. The subject property falls within the New Jersey Department of Environmental Protection (NJDEP) Coastal Area Facilities Review Act (CAFRA) area. Therefore, it will be required to prepare and submit an administratively complete application for NJDEP CAFRA approval of the proposed upland development improvements. This proposal also includes an item encompassing the required survey work required for submission to CAFRA. It is assumed the previously prepared site plans will be utilized for submission to Soil Conservation District and the County of Monmouth.

The following items supplied by the client will be utilized for the scope of services and application preparations:

- Title binders and deeds for the properties in question, if required
- Application fees

SCOPE OF SERVICES

The following is a summary of the scope of services to be provided:

- ITEM 1: TOPOGRAPHIC SURVEY**
- ITEM 2: COASTAL AREA FACILITIES REVIEW ACT (CAFRA) APPLICATION**
- ITEM 3: SOIL CONSERVATION DISTRICT APPLICATION**
- ITEM 4: PRELIMINARY/FINAL MAJOR SITE PLAN: MONMOUTH COUNTY**
- ITEM 5: MEETINGS, PROJECT ADMINISTRATION, AND EXPERT TESTIMONY**
- ITEM 6: PRELIMINARY & FINAL PLAN REVISIONS AND APPROVAL MANAGEMENT**

ITEM DESCRIPTIONS

The scope of services and associated fees are described in detail below:

ITEM 1: TOPOGRAPHIC SURVEY

(Phase S02)

The following tasks will be performed for this item:

- A. Establish horizontal and vertical control across the project site in the New Jersey State Plan Coordinate System (NAD83) and the North American vertical datum (NAVD 1988). BSG understands that the site datum will be provided to Matrix.
- B. Provide a field survey through conventional methods of the project area Lot 3, Block 19 containing approximately 6,250 SF. Obtain sufficient ground elevations to produce a topographic map with a one-foot contour interval. Existing visible physical features within the project area and along East Ocean Avenue, East Surf Street and Wayne Street will be located. This item will also include the location of the existing seawall adjacent to the project site and east of Wayne Street and a profile of the beach between the seawall to the easterly shoreline of the Atlantic Ocean.

- C. Obtain rim and/or grate elevations of existing visible surface utility hardware such as sanitary sewer, storm drainage, gas, and water along with the location of other surface utilities such as telephone, electric, poles, etc. will be located and shown on the survey.
- D. All data will be plotted and a composite topographic survey at the appropriate scale with a one-foot contour interval will be prepared. Spot elevations will be shown as appropriate. This item **does not** include a property boundary survey. Any property lines or property boundary shown will be based on Tax Map and/or boundary information provided by the client.

FIXED FEE: \$3,000.00

ITEM 2: COASTAL AREA FACILITIES REVIEW ACT (CAFRA) APPLICATION

(Phase V05)

The proposed redevelopment of the Mad Hatter property is regulated by the NJDEP pursuant to the Coastal Area Facilities Review Act (CAFRA). Threshold CAFRA issues for the Project include height (viewsheds), stormwater management, impervious coverage limitations, flood hazard area design considerations, and parking pursuant to the applicable rules specified in the Coastal Zone Management policies.

Matrix will prepare an administratively complete CAFRA permit application for the Project. The specific items required for a CAFRA Permit Application are listed below:

- A. A completed Land Use Regulation Program (LURP) application form
- B. NJDEP application fee
- C. Certified notices and newspaper noticing
- D. Engineering Site Plans and Compliance Exhibits
- E. Consultation with commenting agencies
- F. Coastal Zone Management Policy Compliance Statement
- G. Photographs of the existing site, all applicable appendices and figures

This proposal item and the fixed fee presented below is for an application that is deemed administratively complete by NJDEP. Often, NJDEP will request additional information or meetings after the application has been deemed complete. Matrix's scope and fee to satisfy these requests (if any) will be determined upon their receipt and submitted to the Client for approval prior to proceeding.

This item is exclusive of permit application fees, US certified mail postage fees, and newspaper notice fees.

FIXED FEE: \$9,500.00

ITEM 3: SOIL CONSERVATION DISTRICT APPLICATION

(Phase P02)

This item is for the preparation and submission of soil erosion and sediment control plans, and the accompanying application to the Soil Conservation District, as required for a soil erosion and sediment control certification. In addition to the development plan information, and in accordance with the soil erosion and sediment control requirements, the application will include the following:

- A. Soil Conservation District application
- B. Based upon the proposed development and the size of the property, it is assumed that a Request for a NJPDES Authorization to Discharge Stormwater (RFA) is not required

C. Soil erosion and sediment control plans:

- 1) Proposed sequence of development including duration of each phase in the sequence
- 2) Site grading plan showing delineation of land areas to be disturbed including proposed cut and fill areas together with existing and proposed profiles
- 3) Contours at a minimum two feet interval, showing present and proposed ground elevation
- 4) Locations of all streams and existing and proposed drains and culverts
- 5) Stability analysis of areas below all points of stormwater discharge which demonstrates a stable condition will exist or there will be no degradation of the existing condition
- 6) Location and detail of all proposed erosion and sediment control structures
- 7) Locations and details of all proposed nonstructural methods of soil stabilization including types and rates of lime, fertilizer, seed, and mulch to be applied
- 8) Control measures for non-growing season stabilization of exposed areas where the establishment of vegetation is planned as the final control measure
- 9) Plans with a notation for maintenance of permanent soil erosion, and sediment control measures and facilities during and after construction, also indicating who shall have responsibility for such maintenance

FIXED FEE: \$2,850.00

ITEM 4: PRELIMINARY/FINAL MAJOR SITE PLAN: MONMOUTH COUNTY

(Phase E17)

This item consists of the preliminary/final major site plan applications as required for the county. The application package will include the site construction plans, drainage calculations, soil erosion and sediment control plans, and any other information that is also submitted to the Borough. This item assumes that since the subject site does not have frontage on a County Road, no separate roadway plans will be required for County submission.

FIXED FEE: \$850.00

ITEM 5: MEETINGS, PROJECT ADMINISTRATION, AND EXPERT TESTIMONY

(Phase M99)

This item encompasses the anticipated meetings and coordination required to pursue the development approvals beyond those specifically listed in the above items for the conceptual and preliminary/final plans, such as supplementary meetings with the project team, Planning/Zoning Board, and reviewing authorities. Project administration and expert testimony are included.

**FIXED FEE PER PERSON
PER MEETING: \$850.00**

ITEM 6: PRELIMINARY & FINAL PLAN REVISIONS AND APPROVAL MANAGEMENT

(Phase Z02)

Typically, subsequent to preparing a complete application, additional work is required in order to comply with written review comments from the various agencies as well as requested client revisions. These revisions (exclusive of those required for complete applications as detailed within specific items of this proposal) will be considered beyond the scope of this proposal.

In addition to changes which may be requested by the applicant, the following reviewing agencies may contribute comments requiring revisions. These agencies could include, but not be limited to, Borough planning or zoning

board and their respective engineers, municipal environmental commission, architectural committee, fire department, police department, local sewer department, soils conservation district, and county planning board. Additionally, public concerns may arise which need to be addressed. Documentation will be required throughout

the construction process, such as updating building estimates for performance bond release and the preparation of inspection reports. Final construction details and/or clarification beyond those required during the approval process may be necessary. Matrix will assist the applicant in these endeavors if requested.

Further, Matrix often responds to requests from the client and various officials to aid in the management of the approvals, i.e., through additional meetings, correspondence, and discussions beyond the scope of this proposal. Since it is difficult to determine the extent of revisions and/or additional information that may result either from these agencies or the client, as well as to establish the amount of time required to facilitate the approval process, this item will be invoiced at our current hourly rates, or additional proposals may be prepared once an accurate scope of work is ascertained.

FEE BASED ON TIME AND EXPENSES

CLOSING

Any item listed above which is not ordered will not be billed. Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

The terms and conditions of this proposal are subject to the attached Matrix New World Engineering, Inc. (Matrix) General Conditions. A current Matrix Schedule is also attached.

This proposal is submitted solely and exclusively for the use of Kelly Management Group, LLC for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the General Conditions attached to this proposal unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by signing in the space provided below and returning one copy to this office. Acceptance of this proposal signifies the client's understanding that Matrix will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within 30 days.

Receipt of the signed proposal shall be considered authorization to proceed with all items described within this agreement. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

ACCEPTED BY:

NAME:

Signature **Print Name**

TITLE:

COMPANY:

DATE:

The above signed represents that they have read and understand the attached General Conditions and have the authority to enter into this agreement on behalf of the client named above. The above signed also acknowledges that this contract includes a Limitation of Liability Clause as part of the General Conditions.