

**Borough of Matawan
Public Session
December 15, 2020**

A regular meeting of the Council of the Borough of Matawan, New Jersey, was held via Videoconference on December 15, 2020, with Council President, Deana Gunn, presiding. Pursuant to Section 5 of the Open Public Meetings Act, adequate notice of this meeting has been provided by publishing in the *Asbury Park Press* on December 9, 2020, by electronic notification to the *Asbury Park Press* and to the *Independent* on December 4, 2020, as well as by posting. A copy of said notice is, and has been, made available to the public and is on file in the Office of the Borough Clerk. A copy of said Notice has also been sent to such members of the public as have requested such information in accordance with the Statute.

Council President Gunn announced the Governing Body will conduct regular Borough business as listed on the December 15, 2020 Meeting Agenda, a copy of which is posted on the Borough's website at www.matawanborough.com. Council President Gunn asked members of the Governing Body to please state their name when speaking. The opportunity for public comment will be announced during the teleconference. All public comment shall be held until such time, and as individually recognized. When recognized, please state your name and address.

Council President Gunn called the meeting to order at 7:00 PM requesting a roll call.

On roll call the following members responded present:

Yes: Councilwoman Stephanie Buckel (7:06 PM Arrival)
 Councilman Brett Cannon
 Councilwoman Deana Gunn
 Councilman John Lazar
 Councilman Brian Livesey

Absent: Mayor Joseph Altomonte
 Councilman Nicolas Reeve

Mayor Altomonte was absent due to work constraints and Councilman Reeve was out of state. Also present were Scott Carew, Borough Administrator, Police Chief Thomas J. Falco, Jr., Robert R. Keady, Jr., Borough Engineer, and Pasquale Menna, Esq., Borough Attorney.

Council President Gunn asked everyone to stand for a Salute to the Flag.

Council President Gunn asked everyone to join in a Moment of Silence.

Council President Gunn announced the addition of Resolutions 20-12-43 and 20-12-44 to the Agenda.

Privilege of the Floor for Agenda Items Only

Council President Gunn requested a motion to open the Privilege of the Floor for Agenda Items Only, Councilman Cannon made the motion, seconded by Councilman Lazar. Council Agreed. Motion passed.

Councilman Brian Livesey commented on Resolutions 20-12-23 and 24 being presented to help revitalize the Borough's downtown and offer relief to the businesses operating within the Borough. 2020 has been a particularly difficult year for businesses and thanked the Clerk's office, the CFO, and the Borough Administrator for initiating and drafting the Resolution for waiving the 2021 business license renewal fee.

Council President Gunn requested a motion to close the Privilege of the Floor for Agenda Items Only. Councilman Cannon made the motion, seconded by Councilman Lazar. Council agreed. Motion passed.

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Approval of Firefighter(s)

Council President Gunn requested a motion to approve both Brandon Cosentino and Kevin Tormey as new firefighters for the Borough. Councilman Cannon made the motion, seconded by Councilman Lazar. Council agreed. Motion passed.

Approval of Minutes

Council President Gunn requested a motion to approve the minutes of the November 5, 2020, November 16, 2020 and December 1, 2020 Council Meetings. Councilman Cannon made a motion, seconded by Councilman Lazar. Council agreed. Motion passed.

Old Business

Council President Gunn read by title Ordinance 20-10: Bond Ordinance Providing for 2020 Road Program Improvements by the Borough of Matawan, Appropriating \$2,630,000 Therefor, Including Two Grants Expected to be Received from the State Department of Transportation in the Aggregate Amount of \$460,000, and Authorizing the Issuance of \$2,065,000 Bonds or Notes of the Borough to Finance Part of the Cost Thereof. Council President Gunn requested a motion to open the public hearing. Councilman Cannon made the motion, seconded by Councilman Lazar. Council agreed. Motion passed. There were no comments. Council President Gunn requested a motion to close the public hearing. Councilman Cannon made the motion, seconded by Councilman Lazar. Council agreed. Motion passed. Council President Gunn read by title Ordinance 20-10: Bond Ordinance Providing for 2020 Road Program Improvements by the Borough of Matawan, Appropriating \$2,630,000 Therefor, Including Two Grants Expected to be Received from the State Department of Transportation in the Aggregate Amount of \$460,000, and Authorizing the Issuance of \$2,065,000 Bonds or Notes of the Borough to Finance Part of the Cost Thereof, requesting a motion to adopt. Councilman Cannon made the motion, seconded by Councilman Lazar. Council President Gunn requested a roll call. A roll call vote was taken.

Yes: Councilwoman Stephanie Buckel
Councilman Brett Cannon
Councilwoman Deana Gunn
Councilman John Lazar
Councilman Brian Livesey

Motion passed.

ORDINANCE 20-10

BOND ORDINANCE PROVIDING FOR 2020 ROAD PROGRAM IMPROVEMENTS BY THE BOROUGH OF MATAWAN, APPROPRIATING \$2,630,000 THEREFOR, INCLUDING TWO GRANTS EXPECTED TO BE RECEIVED FROM THE STATE DEPARTMENT OF TRANSPORTATION IN THE AGGREGATE AMOUNT OF \$460,000, AND AUTHORIZING THE ISSUANCE OF \$2,065,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MATAWAN (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized to be undertaken by the Borough of Matawan, a municipal corporation of the State of New Jersey (the "Borough") as a general improvement. For the improvement or purpose described in Section 3 of this bond ordinance, there is hereby appropriated the sum of \$2,630,000, including two grants expected to be received from the State Department of Transportation in the aggregate amount of \$460,000, and the sum of \$105,000 as the down payment for the improvement or purpose required by the Local Bond Law. The down payment is now available by virtue of the provision for a down payment for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by the application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$2,065,000 pursuant to the Local Bond Law. In anticipation of the issuance of bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

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Section 3. The improvements or purposes hereby authorized for which bonds or notes are to be issued, the estimated cost of each improvement or purpose and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement or purpose, and the period of usefulness of each improvement or purpose are as follows:

(a) Overhill Road utility and resurfacing (water/sewer capital) improvements, including, but not limited to, installation of a new water main, water service equipment, hydrants, sewer repairs, and all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$914,000 (including a grant expected to be received from the State Department of Transportation in the amount of \$260,000)	\$622,500	20 years

(b) Overbrook Lane (water/sewer capital) improvements, including all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$60,000	\$57,000	10 years

(c) Overbrook Lane (general capital) improvements, including, but not limited to, installation of curb stops, and all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$377,000 (including a grant expected to be received from the State Department of Transportation in the amount of \$200,000)	\$168,500	10 years

(d) Sanitary sewer system inspection (water/sewer capital) improvements throughout the Borough, including all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$331,000	\$315,000	40 years

(e) Sanitary sewer system repair (water/sewer capital) improvements throughout the Borough, including all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$688,000	\$655,000	40 years

(f) Edgemere Drive outfall (general capital) improvements, including all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$200,000	\$190,000	10 years

(g) Crack seal and line striping (general capital) improvements throughout the Borough, including all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$30,000	\$28,500	10 years

(h) Sapphire Lane drain (water/sewer capital) improvements, including all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$30,000	\$28,500	10 years

<u>TOTAL APPROPRIATION</u>	<u>TOTAL BOND AUTHORIZATION</u>	<u>AVERAGE PERIOD OF USEFULNESS</u>
\$2,630,000	\$2,065,000	27.11 years

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Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer; provided that no bond anticipation note shall mature later than one year from its date. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the bond anticipation notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell a part, or all, of the bond anticipation notes from time to time at public or private sale, and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest, if any, from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale of bond anticipation notes issued pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the improvement or purpose described in Section 3 of this bond ordinance, computed on the basis of the amount of obligations authorized for the improvement or purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 27.11 years.

(c) An aggregate amount not exceeding \$410,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost of the improvement or purpose set forth in Section 3 of this bond ordinance.

(d) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and submitted to the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough is increased by \$2,065,000 (the amount of the authorization of the obligations provided for in this bond ordinance). The obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

Section 7. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy ad valorem taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 8. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

*Introduced: December 1, 2020
Passed: December 1, 2020
Adopted: December 15, 2020*

(Signature on File)

Honorable Joseph Altomonte, Mayor

Clerk's Report

The Clerk's Office issued new business licenses for 79 Beauty Company, a full-service beauty salon, Bella Nonna, pizzeria restaurant (formerly DeBenedettos), and Key Food Express, a supermarket.

All licenses expire December 31 of the year and are in process of renewal. Animal license renewals will begin on or about January 6, 2021. Lastly, the offices of the Borough of Matawan will be closing for the Christmas holiday at 12 Noon, Thursday, December 24, and will re-open on Monday, December 28.

Mayor's Report

No report.

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Administrator's Report

Mr. Carew reported the Borough is prepared for the pending snowstorm. The Finance Committee will need to meet in the beginning of January. He thanked Nicole Horvath, CFO, and her work dedication to the Borough. He also praised the Borough's legal team, led by Mr. Menna, with Mr. Rainone as the Borough's Redevelopment Attorney, and Mike Burns as the Borough's Labor Attorney, citing Mr. Menna's expertise with the law and his experience as a Mayor.

Attorney's Report

Mr. Menna thanked Mr. Carew for his kind comments. He reported of ongoing discussions with the AOC and the Hazlet professionals, to ensure a seamless transition to a shared court with Aberdeen. Everything will be in place as of the end of this year.

Engineer's Report

Mr. Keady reported on the status of the following Projects:

- Main Street Streetscape, Phase III – Work was to occur this week, but due to the weather, it has been postponed until better weather arrives. He will provide updates once he receives a revised schedule from the contractor.
- 2021 Solid Waste Contract – Bid opening is scheduled for January 26, 2021. The anticipated award date is at the 1st Council Meeting in February.

Police, ADA

Councilwoman Gunn reported Chief Falco is present and will update the changes being made at the Police Department to ensure efficient, effective operations, and to maintain the safety of the community. She thanked the Police Department for their work in 2020, as it was indeed a challenging year. Also, with the upcoming storm, she reminded everyone not to park on the street so the plows can easily get to the streets.

Animal Welfare, Shade Tree, Economic Business Development

Councilman Livesey thanked the volunteers who gave their time and effort this year. He reiterated 2020 was a difficult year but due to the hard work and dedication of the volunteers, much was accomplished. For the Shade Tree Commission, the forestry plan was submitted, and have received some notes from the State on the plan. The application for Tree City, USA was submitted and if it was awarded to the Borough again next year, it will be our third year to receive that recognition. He reminded everyone to shop small and shop local. Councilman Livesey informed he visited Main Street businesses to introduce himself and hear their concerns. Cathy Zavorskas, the BOM Public Information Officer, is working on a 'Restaurant Week' for the last week of December to help promote the Borough restaurants. He also visited small businesses outside of the Borough to promote opening a business or relocating a business to Matawan.

Property Maintenance, Recycling & Sanitation, Recreation

Councilwoman Buckel reported the live stream virtual 'Holly Jolly Holiday Show' was a success. She thanked the Police Department and the DPW for their assistance during and after the event. The 'Deck the Home' contest is until December 20 and explained how the public could vote for their favorite houses, per each category. She informed the Borough is working with Soup Kitchen 411 to distribute meals to individuals and families from Aberdeen and Matawan. Due to the pending storm, the distribution date has been changed to December 22. She thanked La Madona and DiBari's Pizzeria for each donating an extra 150 meals.

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Fire, Personnel, Planning and Zoning

Though no report, Councilman Cannon thanked Chief Falco and the Matawan Police Department for their contribution to the Borough's ranking as the safest Borough.

Environmental, Finance

Councilman Lazar reported the Finance Committee will regroup in the new year to review the 2021 budget. The Environmental Commission is looking into forming a green team in town. He also thanked Chief Falco and the Matawan Police Department for their fine work. He informed the 'Sending Senior Smiles' campaign is ongoing until December 18.

Consent Agenda

Council President Gunn read by title Resolutions 20-12-23 through and including 20-12-33, requesting a motion to approve en masse. Councilwoman Buckel made the motion, seconded by Councilman Cannon. Council President Gunn requested a voice vote. Council agreed. Motion passed.

**RESOLUTION 20-12-23
2021 REORGANIZATION MEETING OF THE GOVERNING BODY**

***BE IT RESOLVED** by the Governing Body of the Borough of Matawan that the reorganization of the Mayor and Council of the Borough of Matawan is hereby scheduled via remote video teleconference for Tuesday, January 5, 2021 at 7:00 PM.*

***BE IT FURTHER RESOLVED** that the agenda for this meeting shall be the reorganization of the Governing Body of the Borough, including appointments and such other matters as may come before the Governing Body. Formal action will be taken.*

***BE IT FURTHER RESOLVED** that the Clerk caused notice of this meeting to be appropriately posted and to be given to be published in one of the official newspapers of the Borough.*

**RESOLUTION 20-12-24
AUTHORIZING EXTENSION OF BOROUGH OF MATAWAN, CHAPTER XIII – BUILDING AND CONSTRUCTION, SECTION 13-1.8 WAIVER OF CONSTRUCTION DEPARTMENT FEES TO PROMOTE RENOVATION OF EXISTING NON-RESIDENTIAL VACANT COMMERCIAL STRUCTURES/UNITS IN THE AREA IN NEED OF REHABILITATION OF THE BOROUGH OF MATAWAN**

***WHEREAS**, Borough of Matawan Ordinance 19-18 authorized "Waiver of Construction Department Fees to promote renovation of existing Non-Residential Vacant Commercial Structures/Units in the Area in Need of Rehabilitation of the Borough of Matawan"; and*

***WHEREAS**, Chapter XIII, Section 13-1.8, shall expire on December 31, 2020, unless extended by Resolution of the Council of the Borough of Matawan; and*

***WHEREAS**, the Mayor and Council recognizes that governmental programs may be of assistance in the forward progress of the relationship between business and government to stabilize communities.*

***NOW, THEREFORE, BE IT RESOLVED** the Mayor and Council of the Borough of Matawan hereby authorizes the extension of Chapter XIII, Section 13-1.8, through and including December 31, 2021.*

***BE IT FURTHER RESOLVED** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Construction and Finance.*

**RESOLUTION 20-12-25
AUTHORIZING WAIVER OF BOROUGH OF MATAWAN, CHAPTER IV – LICENSING AND BUSINESS REGULATIONS, SECTION 4-2.3 GENERAL BUSINESS LICENSE ANNUAL RENEWAL LICENSE FEE FOR THE CALENDAR YEAR 2021**

***WHEREAS**, the COVID-19 pandemic continues to challenge local businesses, and the Mayor and Council recognizes that governmental programs may be of assistance in the forward progress of the relationship between business and government to stabilize communities; and*

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WHEREAS, Chapter IV, Section 4-2.3 states each annual (General Business) renewal license fee for each business licensed under this Section imposed for revenue shall be the sum of \$25.00; and

WHEREAS, Chapter IV, Section 4-1.7 states all (General Business) licenses shall expire on December 31 of the year of issue at 12:00 midnight with application for the renewal of license(s) shall be made no later than December 1 of the year of issue.

NOW, THEREFORE, BE IT RESOLVED the Mayor and Council of the Borough of Matawan hereby authorizes the waiver of Chapter IV, Section 4-2.3 General Business License Annual Renewal Fee of \$25.00 for those General Business License Renewal Applications for the calendar year 2021 received as of December 16, 2020 through and including November 30, 2021.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Construction, Finance, Fire Prevention as well as the Monmouth County Board of Health.

**RESOLUTION 20-12-26
AUTHORIZATION TO EXECUTE 2021 SCAT AGREEMENT**

WHEREAS, the Borough of Matawan has heretofore entered into an agreement with the Monmouth County Board of Chosen Freeholders, specifically the office of Special Citizens Area Transportation (SCAT), to provide certain services to senior citizens and challenged individual among others, residing within the Borough of Matawan; and

WHEREAS, the Council of the Borough of Matawan wishes to continue said service.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that the Borough enter into the attached Agreement with the Board of Chosen Freeholders of the County of Monmouth.

BE IT FURTHER RESOLVED, by the Council of the Borough of Matawan that the Mayor be and is hereby authorized as signatory on behalf of the Borough of Matawan.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Finance as well as the Board of Chosen Freeholders of Monmouth County.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify that as of the date of this certification, and contingent upon adoption of the 2021 Budget appropriation, funds are available from the 1-01-28-370-200 Budget of the Borough of Matawan to Monmouth County for the 2021 Foodshopping Agreement (SCAT) for the Borough of Matawan in an amount not to exceed Three Thousand Eight Hundred Dollars and No Cents (\$3,800.00).

This certification is based solely on the information encumbered into the financial records of the borough by the appropriate using division as of this date and relies on the completeness of financial records.

Chief Financial Officer

(Signature on File)

Nicole Horvath, CMFO

Dated: December 15, 2020

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THIS AGREEMENT entered into **January 1, 2021** by and between the COUNTY OF MONMOUTH (hereinafter referred to as the COUNTY) and **BOROUGH OF MATAWAN** hereinafter referred to as the MUNICIPALITY/AGENCY).

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

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

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

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

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or hearing impaired, having faulty coordination, or having reduced mobility, flexibility, coordination or perceptiveness due to age, physical or mental conditions.

1. Vehicles used to provide services under this agreement will be owned, operated, insured and maintained by the COUNTY. All vehicle drivers will have current Operator's and Commercial Driver's License (CDL).

2. Vehicles shall be housed at the COUNTY garage, Freehold Township, or at location agreed to by the parties concerned. The SCAT coordinator will attempt to schedule maintenance work at a time which will afford the least interruption to the normally established service schedules. The provision of auxiliary transportation in the event of major maintenance or accident will be at the discretion of the coordinator of the SCAT Program or his/her designee.

3. Service will be provided for either a half or a full day as specified in Appendix A to this agreement. The COUNTY reserves the right to re-schedule the days of services based upon the availability of vehicles. The days of operation may be re-scheduled by the SCAT coordinator as needed.

4. Additional days of extended service may be provided under this agreement with authorization of the MUNICIPALITY contingent upon the availability of drivers and vehicles and approval of the SCAT coordinator. The MUNICIPALITY will be charged at the rate of a full day of service, plus \$.18 per mile, door to door.

5. The SCAT coordinator may establish routes which would serve two or more MUNICIPALITIES on a given day as long as the existing level of service in the MUNICIPALITY is maintained or improved.

6. A local coordinator will be supplied by the contracting party, either municipal or private, to aid the SCAT coordinator in daily operations.

7. The MUNICIPALITY will be billed on a quarterly basis for services provided at the per diem rate as set forth in Appendix A. The SCAT coordinator will detail the dates as to when services were provided during the quarter. The MUNICIPALITY will make payments within 30 days of the billing date, providing that the billing is in conformity with this

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agreement. Such payment shall be made by check, and be made payable to the Treasurer, County of Monmouth.

8. Provision of service by the COUNTY under this agreement is conditional upon continued availability of funding through Title III of the Older Americans Act.
9. This contract will be in effect from **January 1, 2021** to **December 31, 2021**, or until a subsequent contract is executed.
10. Tolls and other over-the-road parking charges incurred by the vehicle in normal operation of the vehicle will be borne by the MUNICIPALITY which requires the vehicle to traverse toll roads or incur parking or other over-the-road costs provided that the vehicle driver furnishes a receipt substantiating such out-of-pocket cost the MUNICIPALITY. A copy of such receipts and record of payment by the MUNICIPALITY shall be furnished to the SCAT coordinator within seven (7) days after use of the vehicle by either the MUNICIPALITY or contracting parties.
11. The COUNTY reserves the right to alter this agreement or to increase the per diem rate for vehicle operation based on increased costs subject to forty-five (45) days' notice.
12. Either party may terminate this agreement upon sixty (60) days written notice to the other party. Notice shall be sent by certified mail return receipt requested to the Board of Chosen Freeholders in the case of the County and the Municipal Clerk in the case of the municipality.

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

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ATTEST:

COUNTY OF MONMOUTH
(seal)

BY: _____
Marion Masnick, Clerk
Board of Chosen Freeholders

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

ATTEST:

MUNICIPALITY
(seal)

BY: *Karen Wynne*
Karen Wynne, RMC
Municipal Clerk

BY: *Joseph Altomonte*
Joseph Altomonte
Mayor
Borough of Matawan

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APPENDIX A

MUNICIPALITY:

BOROUGH OF MATAWAN

Days of Service Per Week:

FULL DAYS _____.

HALF DAYS _____ X _____.

Charges:

RATE* FULL DAY _____.

RATE* HALF DAY _____ \$78.00 _____.

*Rate is based on average daily passengers.

**RESOLUTION 20-12-27
AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT
FOR ANIMAL CONTROL SERVICES
BETWEEN THE BOROUGH OF MATAWAN AND THE TOWNSHIP OF MARLBORO**

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act (NJSA 40A:65-1, et seq.) authorizes local units such as this Municipality to enter into Shared Service Agreements with other local units; and

WHEREAS, the Township of Marlboro, a local unit, has offered to provide Shared Services for Animal Control Services to the Borough of Matawan; and

WHEREAS, it is in the best interest of this Municipality to enter into the proposed Shared Services Agreements with the Township of Marlboro.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that the Borough Administrator be and is hereby authorized to execute the attached Shared Services Agreement for Animal Control Services with the Township of Marlboro, effective January 1, 2021 through and including December 31, 2021 in an amount not to exceed Sixteen Thousand Nine Hundred Seventy-Eight Dollars and Ninety-Two Cents (\$16,978.92) and the same is hereby confirmed pending receipt of Certification As To Available Funding from the Chief Financial Officer of the Borough of Matawan.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Finance, Police, Public Works as well as Township Clerk of the Township of Marlboro, 1979 Township Drive, Marlboro, New Jersey 07746 and the Division of Local Government Services Attn: Shared Services.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify that as of the date of this certification, contingent upon adoption of the 2021 Budget appropriation, funds are available from the 1-01-27-330-200 Budget of the Borough of Matawan to the Township of Marlboro for the Borough

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of Matawan Animal Control Services in an amount not to exceed Sixteen Thousand Nine Hundred Seventy-Eight Dollars and Ninety-Two Cents (\$16,978.92).

This certification is based solely on the information encumbered into the financial records of the Borough by the appropriate using division as of this date and relies on the completeness of financial records.

Chief Financial Officer

(Signature on File)

Nicole Horvath, CMFO

Dated: December 15, 2020

**SHARED SERVICES AGREEMENT FOR ANIMAL CONTROL SERVICES
BETWEEN
THE TOWNSHIP OF MARLBORO
AND
THE BOROUGH OF MATAWAN**

This Agreement is made this _____ day of December, 2020, by and between the Township of Marlboro (“Township”), with its principal place of business at 1979 Township Drive, Marlboro, New Jersey 07746 and the Borough of Matawan (“Matawan”), with its principal place of business at 201 Broad Street, Matawan, New Jersey 07747.

WHEREAS, the Township of Marlboro (the “Township”) currently provides animal control services for the Township of Marlboro; and

WHEREAS, the Borough of Matawan (“Borough”) has requested that the Marlboro Township Animal Control Officer provide animal control services including emergency response for domestic animal incidents, emergency response for sick or dangerous wildlife and enforcement of the Borough’s ordinances pertaining to domestic animals; and

WHEREAS, the Township and Borough desire to enter into a Shared Services Agreement in order for the Township to provide animal control services to the Borough; and

WHEREAS, the provision of animal control services by the Township to the Borough is in the best financial interests of both entities; and

WHEREAS, resolutions authorizing this Agreement have been approved and issued by both the Township and Borough;

NOW, THEREFORE, in consideration of the mutual covenants, promises and consideration recited herein, the parties to this Agreement agree as follows:

I. Scope of Services

Animal Control Services in accordance with Marlboro’s Standard Operating Procedures (Exhibit A) the Township will provide:

- A. Emergency response for domestic animal incidents.
- B. Emergency response for sick or dangerous wildlife..
- C. Transport to the contracted kennel.
- D. Enforcement of Matawan’s ordinances pertaining to domestic animals.

II. Borough Responsibilities

- A. Borough agrees to reimburse Marlboro for the cost of sheltering with a local kennel to house animals that are located and trapped by the Township Animal Control Officer (“ACO”).
- B. Borough agrees to reimburse Marlboro for the cost of a local veterinarian to attend to injured animals transported by the ACO.
- C. Provide a temporary shelter to keep animals after hours when a delayed response may be necessary.
- D. Collect redemption fees from owners based on ordinance.
- E. Quality control of all calls to ensure response is required.

III. Contract Term

- A. The term of this Agreement shall commence on or about January 1, 2021 and terminating on December 31, 2021.

**Borough of Matawan
Public Session
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IV. Contract Amount

A. *In consideration for the services provided pursuant to Section I of this Agreement, the Borough shall pay:*

- (1) Unlimited calls initiated Monday through Friday, 7:30 am to 3:30 pm, excluding Township holidays: \$16,978.92 (\$4,244.73 per quarter)*
- (2) Calls initiated on all other days and times to be billed at a rate of \$212.24 per call.*
- (3) Matawan's share of billing for animals sheltered.*
- (4) Matawan's share of veterinarian service provided to Matawan animals.*

B. *Amounts shall be payable within forty-five (45) days of the date of invoice by the Township.*

V. Termination

A. *This Agreement may be terminated as follows:*

- (1) For convenience. By either Party at any time upon twenty-one (21) days written notification to the other party.*
- (2) For cause. By either Party upon ten (10) days written notice to the other Party after the other Party has received such notice specifying the failure to perform and fails to remedy and cure such failure within ten calendar days (10) of written notification.*
- (3) By failure to extend this Agreement upon its expiration.*

B. *As set forth in Section A(2), above, each Party shall have an additional ten (10) business days to cure any alleged breach after notification of same by the other party. If the cure requires more than ten (10) business days, the Parties shall immediately initiate steps which may be reasonably deemed to be sufficient to cure the alleged breach and thereafter continues and complies with all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.*

VI. Dispute Resolution

In the event of a dispute under this Agreement, the parties may enter into mediation proceedings to resolve such dispute, the cost of which shall be borne equally by both parties, and, should mediation not succeed or not be agreed to by both parties, any such dispute shall be heard in a court of competent jurisdiction venued in Monmouth County in the State of New Jersey.

VII. Indemnification

The Borough of Matawan agrees to indemnify, defend and hold harmless the Township of Marlboro, collectively and individually, as well as its agents, servants and employees, for any and all claims, suits, costs, expenses, fees (including legal fees) and from all damages of every kind and description arising out of the performance of this Agreement as set forth herein.

VIII. Designated Contact Persons

- A. *Pursuant to N.J.S.A. 40A:65-7, the Township of Marlboro hereby designates the Business Administrator, or his designee, as its contact person as required for all written notices and communications relative to the performance of this Agreement.*
- B. *Pursuant to N.J.S.A. 40A:65-7, the Borough hereby designates the Borough of Matawan Borough Administrator, as its contact person for all notices and communications relative to the performance of this Agreement.*

IX. Approval of Agreement

This Agreement shall be subject to approval by both the Township of Marlboro and the Borough of Matawan prior to becoming effective.

X. New Jersey Law

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

XI. Entire Agreement

This Agreement represents and contains the entire terms of the Agreement between the parties, and shall supersede and replace all prior agreements or discussion between the parties regarding the services specified herein. This Agreement may be modified or amended only by written instrument signed by the parties or their authorized agents.

**Borough of Matawan
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their proper officers the day and year first above written.

Attest:

TOWNSHIP OF MARLBORO

Alida Manco, Municipal Clerk

By: _____
*Name: Jonathan L. Hornik
Title: Mayor
Dated:*

Attest:

BOROUGH OF MATAWAN

(Signature on File)

*Karen Wynne, RMC
Municipal Clerk*

(Signature on File)
By: _____
*Name: Joseph Altomonte
Title: Mayor
Dated:*

**Borough of Matawan
Public Session
December 15, 2020**

EXHIBIT A

MARLBORO TOWNSHIP STANDARD OPERATING PROCEDURES (SOPs)

Matawan Police Supervisors will notify Marlboro Animal Control ("Animal Control") using the appropriate protocol identified after the incident description. Animal Control will be available Monday-Friday 0730-1530 hours, and on-call during all other hours and holidays. Notification will be made to Marlboro Township Police Communications Center at 732-536-0100. All calls to be quality controlled by Matawan Police to ensure response is required.

DEFINITIONS

- A. (I) - call as soon as possible.
- B. (II) - call between 0730 and 1530 hours.
- C. (III) - notify by written report.
- D. Severe Injury-Broken skin
- E. Minor Injury-No broken skin

POLICY

- A. Calls to be made as soon as possible (I)**
1. Any dog or cat that was struck by an automobile and needs to have veterinary care.
 2. Any dog or cat in a trap that was set by a Marlboro Animal Control Officer.
 3. Any wildlife that is causing a health risk, such as rabid wild or domestic animals (foaming, walking in circles, possible rabid animal, injured with broken bones etc.).
 4. Any animal attack on a human or other animal causing severe injury (III).
 5. Bats that may have bitten or scratched a resident or person waking up and noticing a bat flying over their head. If a bat is flying around house with no exposures then the resident should be instructed to call a Wildlife Removal service after 1530 to 0730 hours.
 6. Possible cruelty case that cannot wait until normal working hours (i.e. police go to a call and notice 50 cats living in horrific conditions fecal, urine matter all over home, dog that has numerous open wounds on body).
 7. If an animal is contained by police or a resident, then the Officer in Charge may be contacted to approve the Animal Control call out.
 8. Loose animals roaming across a residence property that are threatening in nature. This includes coyotes, cougars, large reptiles, and any other animal that may pose a substantial risk to persons or domesticated animals.

**Borough of Matawan
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B. Calls during regular business hours defined (II)

1. People requesting traps for cats (animals captured will be removed and taken to authorized shelter in traps that are Marlboro ACO Property and homeowner traps)
2. Barking dog complaints.
3. Questions concerning animal ordinances.
4. Any concerns regarding all domestic animals.
5. Bats in a home. ACO does not provide eradication services. ACO will evaluate in emergent instances, however, pest control contractor must be contacted for eradication services.
6. Dog at large.
7. Cats at large.
8. Trapping cats.
9. Questions on who to call for wildlife removal from homes, raccoon, skunk, groundhogs, squirrels, and animal control can explain that all wildlife should be removed from a dwelling or structure by a private company unless the animal is showing signs of sickness.
10. Summonses for animal infractions by ACO or can assist resident on signing against another resident.
11. Sick dog or cat or wildlife.
12. Any stray dog or cat which is contained by a resident in garage, leash, house.

C. Instances not to call Animal Control (excluded services)

1. Any animal in a trap that was set by a resident. The resident is responsible for the release and contact of a wildlife removal company.
2. Any deceased animal on a resident's property needs to be disposed of by that resident, unless evidence of rabies, West Nile, or other potentially dangerous disease is suspected. Evaluation to be made by Health Department.
3. Animal Control will not trap wildlife unless the wildlife is sick, potentially rabid or otherwise poses a threat to public safety. Residents will contact a wildlife removal service for any wildlife that is causing a nuisance such as groundhogs, raccoons, or squirrels in attics or under decks.
4. Animal Control will not respond to calls concerning loose animals wandering across a residence property that are non-threatening in nature (this includes fowl such as turkeys, chickens, hens, etc).

Submitted by Marlboro Township

2

12/7/2015

**RESOLUTION 20-12-28
AWARD OF QUOTE FOR SANITARY SEWER CLEANING AND TV INSPECTION
IN ASSOCIATION WITH THE BOROUGH OF MATAWAN'S
2020 ROAD IMPROVEMENT PROGRAM
OSWALD ENTERPRISES, INC.**

WHEREAS, the Borough of Matawan previously authorized the receipt of quotes for Sanitary Sewer Cleaning and TV Inspection in association with the Borough of Matawan's 2020 Road Improvement Program; and

WHEREAS, pursuant to law the Borough of Matawan solicited quotes for the Sanitary Sewer Cleaning and TV Inspection; and

WHEREAS, the Borough of Matawan received three (3) quotes for the aforesaid contract; and

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan upon recommendation of T&M Associates, Borough Engineer, hereby awards contract for the Sanitary Sewer Cleaning and TV Inspection to

**Borough of Matawan
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Oswald Enterprises, Inc., 161 East Road, PO Box 126, Belford, New Jersey 07718 in an amount not to exceed Eight Thousand, Three Hundred Eight Dollars and Seventy-Five Cents (\$8,308.75).

BE IT FURTHER RESOLVED said contract is performed in accordance with all quote specifications, contracts and documents, and subject to certification by the Chief Financial Officer that funds are available, review and approval of quote documents by the Borough Attorney and approval of the New Jersey Department of Labor, Division of Wage and Hour Compliance, and the Mayor is hereby authorized to execute any necessary documents to implement the aforesaid award of contract.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Finance, Public Works as well as the Borough Engineer and Oswald Enterprises, Inc.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify that as of the date of this and upon adoption and completion of the estoppel period of the funding Bond Ordinance, funds are available from the W-06-55-520-101 Budget of the Borough of Matawan to Oswald Enterprises, Inc. (T&M Project No. MATN-04153) for the Sanitary Sewer Cleaning and TV Inspection in association with the Borough of Matawan's 2020 Road Improvement Program in an amount not to exceed Eight Thousand, Three Hundred Eight Dollars and Seventy-Five Cents (\$8,308.75).

This certification is based solely on the information encumbered into the financial records of the Borough by the appropriate using division as of this date and relies on the completeness of financial records.

Chief Financial Officer

(Signature on File)

Nicole Horvath, CMFO

Dated: December 15, 2020

**Borough of Matawan
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December 15, 2020**



YOUR GOALS. OUR MISSION.

MATN-04153

December 10, 2020
(via Email & U.S. Mail)

Scott Carew, Borough Administrator
Borough of Matawan
201 Broad Street
Matawan, New Jersey 07747

**Re: Recommendation of Award
2020 Road Program
Sanitary Sewer Cleaning and Video Inspection
Borough of Matawan, NJ**


Dear Mr. Carew:

We requested proposals from three (3) contractors for the cleaning and television video inspection of approximately 2,400 linear feet (LF) of sanitary sewer within the Borough along various streets including Overhill Road, Westerly Place, Sapphire Lane, and Broad Street. All three contractors responded with proposals. Based on the attached summary of quotes received, the lowest quotation for the base bid was provided by Oswald Enterprises, Inc. located in Belford, NJ. Therefore, we recommend the Borough authorize the base bid work to be performed by Oswald Enterprises, Inc. in the amount of \$8,308.75.

If you have any questions or require additional information, please call.

Very truly yours,

T&M ASSOCIATES

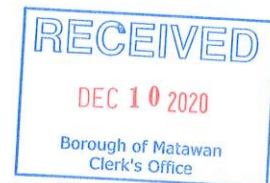

ROBERT R. KEADY, JR., P.E., C.M.E.
BOROUGH OF MATAWAN ENGINEER

RRK:RRS

Attachment

cc: Karen Wynne, Borough Clerk (w/enclosure)
Pasquale Menna, Borough Attorney
Nicole Horvath, CFO, Borough of Matawan

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**Borough of Matawan
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BOROUGH OF MATAWAN
2020 ROAD PROGRAM - SANITARY SEWER CLEANING AND TV INSPECTION
QUOTE SUMMARY: DECEMBER 10, 2020

MATN-04153

Item	Description	Unit	Contract Quantity	ENGINEER'S ESTIMATE		OSWALD ENTERPRISE, INC PO BOX 126, 161 EAST ROAD BELFORD, NJ 07718		NATIONAL WATER MAIN CLEANING CO. 1806 NEWARK TURNPIKE KEARNY, NJ 07032		NORTH AMERICAN PIPELINE SERV. LLC 210 BENNETT ROAD FREEHOLD, NJ 07728	
				Unit Price	Amount	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
1	8" SEWER CLEANING	LF	1,750	\$1.25	\$2,187.50	\$1.35	\$2,362.50	\$1.00	\$1,750.00	\$2.00	\$3,500.00
2	8" SEWER TV INSPECTION	LF	1,750	\$1.25	\$2,187.50	\$1.20	\$2,100.00	\$2.00	\$3,500.00	\$1.00	\$1,750.00
3	10" SEWER CLEANING	LF	325	\$1.50	\$487.50	\$1.45	\$471.25	\$2.00	\$650.00	\$2.00	\$650.00
4	10" SEWER TV INSPECTION	LF	325	\$1.50	\$487.50	\$1.20	\$390.00	\$2.00	\$650.00	\$1.00	\$325.00
3	12" SEWER CLEANING	LF	300	\$2.00	\$600.00	\$1.75	\$525.00	\$1.00	\$300.00	\$2.00	\$600.00
4	12" SEWER TV INSPECTION	LF	300	\$2.00	\$600.00	\$1.45	\$435.00	\$2.00	\$600.00	\$1.00	\$300.00
5	REVERSE SETUPS (IF & WHERE DIRECTED)	UN	5	\$400.00	\$2,000.00	\$1.00	\$5.00	\$1.00	\$5.00	\$1.00	\$5.00
6	BYPASS PUMPING (IF & WHERE DIRECTED)	HR	20	\$250.00	\$5,000.00	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00	\$20.00
7	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	N/A	\$2,000.00	N/A	\$1,000.00	N/A	\$500.00	N/A	\$500.00
8	UNIFORMED TRAFFIC CONTROL	ALLOW	1	N/A	\$1,000.00	N/A	\$1,000.00	N/A	\$1,000.00	N/A	\$1,000.00
TOTAL BASE BID AMOUNT						\$16,550.00	\$8,308.75	\$8,650.00	\$8,650.00		\$8,650.00

**RESOLUTION 20-12-29
AWARD OF CONTRACT FOR
SANITARY SEWER CLEANING AND TV INSPECTION
IN ASSOCIATION WITH THE BOROUGH OF MATAWAN'S
2020 ROAD IMPROVEMENT PROGRAM
NATIONAL WATER MAIN CLEANING CO.**

WHEREAS, the Borough of Matawan previously authorized the receipt of bids for Sanitary Sewer Cleaning and TV Inspection; and

WHEREAS, pursuant to law the Borough of Matawan solicited bids for the Sanitary Sewer Cleaning and TV Inspection; and

WHEREAS, the Borough of Matawan received three (3) bids for the aforesaid contract; and

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan upon recommendation of T&M Associates, Borough Engineer, hereby awards contract for the Sanitary Sewer Cleaning and TV Inspection to

**Borough of Matawan
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December 15, 2020**

National Water Main Cleaning Co., 1806 Newark Turnpike, Kearny, New Jersey 07032-4314, in an amount not to exceed One Hundred Twenty-Nine Thousand, Two Hundred Fifty Dollars and Sixty Cents (\$129,250.60).

BE IT FURTHER RESOLVED *said contract is performed in accordance with all bid specifications, contracts and documents, and subject to certification by the Chief Financial Officer that funds are available, review and approval of bid documents by the Borough Attorney and approval of the New Jersey Department of Labor, Division of Wage and Hour Compliance, and the Mayor is hereby authorized to execute any necessary documents to implement the aforesaid award of contract.*

BE IT FURTHER RESOLVED *that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Finance, Public Works as well as the Borough Engineer and National Water Main Cleaning Co.*

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan, County of Monmouth, and State of New Jersey, do hereby certify that as of the date of this certification funds are available from the W-06-55-520-101 Budget certification, and upon adoption and completion of the estoppel period of the funding Bond Ordinance 20-10, funds are available from of the Borough of Matawan to National Water Main Cleaning Co. (T&M Project No. MATN-04153) for the Borough of Matawan Sanitary Sewer Cleaning and TV Inspection in an amount not to exceed One Hundred Twenty-Nine Thousand, Two Hundred Fifty Dollars and Sixty Cents (\$129,250.60).

This certification is based solely on the information encumbered into the financial records of the Borough by the appropriate using division as of this date and relies on the completeness of financial records.

Chief Financial Officer

(Signature on File)

Nicole Horvath, CMFO

Dated: December 15, 2020

**Borough of Matawan
Public Session
December 15, 2020**



MATN-04153

December 15, 2020

Scott Carew, Borough Administrator
Borough of Matawan
201 Broad Street
Matawan, NJ 07747

**Re: Recommendation of Award
Sanitary Sewer Cleaning and TV Inspection**

Dear Mr. Carew:

On Tuesday, December 15, 2020, bids were received for the above referenced project. A detailed bid summary is attached. There were three (3) contractors that bid on the project; the following are the results:

Bidder	Base Bid
National Water Main Cleaning Co.	\$129,250.60
American Pipe Cleaning, LLC	\$132,915.00
North American Pipeline Services LLC	\$157,560.00
<i>Engineer's Estimate</i>	<i>\$160,700.00</i>


The apparent low bidder is National Water Main Cleaning Co., 1806 Newark Turnpike, Kearny, NJ 07032. The low bidder's documentation was reviewed and found acceptable from an engineering perspective. We have also previously worked with National Water Main Cleaning Co. and found their work satisfactory.

Therefore, it is my recommendation that the project be awarded to National Water Main Cleaning Co. for the base bid in the amount of \$129,250.60 subject to availability of funds and approval of the Borough Attorney. The award should also be made subject to the approval of the N.J. Department of Labor, and the Office of Wage and Hour Compliance.

If you have any questions or desire additional information, please call.

Very truly yours,

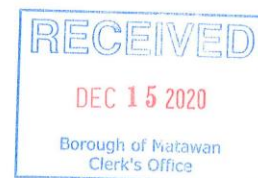
T&M ASSOCIATES


ROBERT R. KEADY JR., P.E., C.M.E.
BOROUGH OF MATAWAN ENGINEER

RRK:RRS
Enclosures

cc: Joseph Altomonte, Mayor
Council Members, Individually (via email)
Karen Wynne, Clerk (via email with copies of bid package)
Pasquale Menna, Attorney (via email with copies of bid package)
Nicole Horvath, CFO/Treasurer (via email)
Robin Klinger, Deputy Clerk

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**Borough of Matawan
Public Session
December 15, 2020**

MATN-04153
12/15/2020

SANITARY SEWER CLEANING AND TV INSPECTION BOROUGH OF MATAWAN BID RECEIVED ON 12/15/20 @ 10:00 AM												
Item	Description	Unit	Contract Quantity	ENGINEERS ESTIMATE			National Water Main Cleaning Co. 1806 Newark Turnpike Kearny, NJ 07032 (973) 483-3200		American Pipe Cleaning, LLC 122 Hwy. 34 Howell, NJ 07727 (732) 751-0006		North American Pipeline Services LLC 210 Bennett Road Freehold, NJ 07728 (732) 625-9300	
				Unit Price	Amount	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	
1	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	
2	POLICE TRAFFIC DIRECTORS	ALLOW	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	
3	CLEANING OF SANITARY SEWERS											
A	8" SEWER	LF	39,000	\$1.25	\$48,750.00	\$1.10	\$42,900.00	\$1.15	\$44,850.00	\$2.50	\$97,500.00	
B	10" SEWER	LF	1,800	\$1.50	\$2,700.00	\$1.10	\$1,980.00	\$1.15	\$2,070.00	\$2.50	\$4,500.00	
C	12" SEWER	LF	1,700	\$2.00	\$3,400.00	\$1.10	\$1,870.00	\$1.15	\$1,955.00	\$2.50	\$4,250.00	
4	TV INSPECTION OF SANITARY SEWERS											
A	8" SEWER	LF	39,000	\$1.25	\$48,750.00	\$1.00	\$39,000.00	\$1.20	\$46,800.00	\$0.50	\$19,500.00	
B	10" SEWER	LF	1,800	\$1.50	\$2,700.00	\$1.00	\$1,800.00	\$1.20	\$2,160.00	\$0.50	\$900.00	
C	12" SEWER	LF	1,700	\$2.00	\$3,400.00	\$1.00	\$1,700.00	\$1.20	\$2,040.00	\$0.50	\$850.00	
5	BYPASS PUMPING	HR	40	\$250.00	\$10,000.00	\$0.01	\$0.40	\$1.00	\$40.00	\$1.00	\$40.00	
6	REVERSE SET UPS	Unit	20	\$300.00	\$6,000.00	\$0.01	\$0.20	\$50.00	\$1,000.00	\$1.00	\$20.00	
TOTAL AMOUNT					\$160,700.00		\$129,250.60		\$132,915.00		\$157,560.00	

**RESOLUTION 20-12-30
AUTHORIZING T&M ASSOCIATES
TO PROVIDE PROFESSIONAL SERVICES FOR
2020 ROAD IMPROVEMENT PROGRAM**

WHEREAS, the Mayor and Council of the Borough of Matawan received the attached Scope and Fee Estimate from T&M Associates for professional services for professional engineering design, permitting, construction administration and inspection services associated with the 2020 Road Improvement Program.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan does hereby award the contract for professional services to T&M Associates associated with the 2020 Road Improvement Program as outlined in the attached Scope and Fee Estimate in an amount not to exceed Four Hundred Two Thousand, Six Hundred Dollars and No Cents (\$402,600.00).

BE IT FURTHER RESOLVED, by the Council of the Borough of Matawan that the Mayor be and is hereby authorized as signatory on behalf of the Borough of Matawan.

**Borough of Matawan
Public Session
December 15, 2020**

***BE IT FURTHER RESOLVED** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Public Works as well as Robert R. Keady, Jr. of T&M Associates.*

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify that as of the date of this certification, and upon adoption and completion of the estoppel period of the funding Bond Ordinance, funds are available from the C-04-55-920-102 and W-06-55-520-102 Budgets of the Borough of Matawan to T&M Associates for professional services associated with the 2020 Road Improvement Program (T&M Project No. MATN-16002) for the Borough of Matawan in an amount not to exceed Four Hundred Two Thousand, Six Hundred Dollars and No Cents (\$402,600.00).

This certification is based solely on the information encumbered into the financial records of the Borough by the appropriate using division as of this date and relies on the completeness of financial records.

Chief Financial Officer

(Signature on File)

*Nicole Horvath, CMFO
Dated: December 15, 2020*

**Borough of Matawan
Public Session
December 15, 2020**



MATN-16002

October 8, 2020

Scott Carew
Borough of Matawan
201 Broad Street
Matawan, NJ 07747

**Re: 2020 Road Improvement Program
Scope and Fee Estimate
Borough of Matawan**

Dear Mr. Carew:

T&M Associates is pleased to submit this Scope and Fee Estimate for Professional Services associated with the Borough's 2020 Road Improvement Program.

We understand that the program is being funded completely with Borough funds with the exception of a \$200,000 NJDOT Local aid Grant for Overbrook Lane and a \$260,000 NJDOT Local Aid Grant for Overhill Road.

The total project estimated construction cost is \$2,200,000.00. The program will be set up as one construction contract as described in the following assessment of existing conditions and proposed improvements that are based on recent field visits.

Overbrook Lane from Mill Road to Onyx Place (640' +/-)

- The roadway has existing combination concrete curb and gutter in locations that has been covered with an asphalt overlay in places. Curb is in fair to poor condition and is anticipated to be replaced with concrete vertical curb.
- Concrete sidewalk exists along portions of the road and is in fair condition. We anticipate replacement of heaved and damaged sidewalk only in addition to sidewalk as required at ADA ramps.
- The pavement is in poor condition and will be reconstructed. Underdrains will be installed in areas where needed.
- Inlet repair is recommended along with new ECO heads and bicycle safe grates.
- The hydrants and curb boxes will be replaced.
- An existing retaining wall will be repaired/replaced if it is determined to be owned by the Borough.
- Sanitary sewer will be assessed, and repairs recommended based on the results of the television inspection.
- Restoration and cleanup, including topsoiling and sodding will be included.

**Borough of Matawan
Public Session
December 15, 2020**



**MATNOH-16002
October 8, 2020
Page 2**

**Re: 2020 Road Improvement Program
Scope and Fee Estimate
Borough of Matawan**

Overhill Road from Route 34 to Maple Avenue (1,510' +/-)

- Existing concrete curb is in fair condition. We anticipate replacement of curb on an as needed basis.
- Water main replacement with all new services, valves, hydrants and curb boxes. The new main will be placed adjacent to the existing main.
- The pavement is mostly in fair to poor condition with some potholes, utility trenches and alligating. Base repair, mill and overlay of the pavement.
- Inlets will be inspected and provided with new ECO heads and bicycle safe grates as required.
- Restoration and cleanup, including topsoiling and sodding will be included.

Edgemere Drive Outfall Replacement

- The existing outfall will be replaced with a new outfall.
- Restoration and cleanup, including topsoiling and sodding will be included.

Television Inspection of Sanitary Sewers and Miscellaneous Repairs

- The sanitary sewer in the streets scheduled for improvements under this program, as well as, additional streets up to approximately 40,000 lineal feet (LF) will be cleaned and televised for internal assessment of their existing condition. Final selection of the additional streets will be coordinated with the Borough as needed. Our office will prepare a separate bid contract for the cleaning and television inspection of the selected streets. Once the contract has been awarded, our office will coordinate the completion of the work with Borough representatives as needed. Sanitary sewer repairs will be selected based on the inspection data obtained and severity of identified defects. Improvements to the sanitary sewer system will be included into the overall road program based on available budget.

In order to achieve the Borough's objectives, we propose the following scope of services.

A. PRE-DESIGN PHASE

1. Field surveys for Overbrook Lane, Overhill Road and the Edgemere Drive outfall will be acquired by conventional "on the ground" methods. Full survey will be required as denoted below.
 - a. A baseline will be set along the roadway as an open traverse line with assumed coordinates to locate the items listed below.
 - b. Topographic features will be located between existing sidewalks, including trees, shrubs, signs, fences, mailboxes, roof drains, visible utilities and drainage systems.
 - c. Existing property corners will be located (along the roadway), where visible, for depicting existing right-of-way.
 - d. Benchmarks will be set for vertical control during construction.

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- e. Visible utilities will be located, and utility pole numbers recorded.
 - f. Cross-sections at 50-foot intervals will be acquired between existing sidewalks.
 - g. Existing driveway centerlines will be profiled to fifteen feet beyond the existing sidewalks.
 - h. Grate and rim elevations for storm water and sanitary structures will be provided.
2. Base maps will be prepared at a scale of 1" = 20'. Utility information on roads where water main replacement is proposed will be added based on in-house mapping, field investigation and consultation with the Borough. Tax map accuracy right-of-way lines will be shown on the base maps.
 3. Copies of the base maps will be forwarded to each utility company (and the Borough Department of Public Works) so they can verify the location and sizes of their facilities. We will also inquire whether they have plans for future relocation or expansion.
 4. Soil borings will be acquired on Overhill Road where water mains are being replaced to identify soil conditions and groundwater information. A total of three (3) borings are anticipated to a depth of approximately fifteen (15) feet. We assume that the Borough will provide police traffic directors if required. The boring contractor fees are estimated to be approximately \$3,100.

B. DESIGN PHASE

1. Once field surveys have been completed and base maps prepared, a preliminary design for each street will be prepared and will include the following items:
 - a. Graphical horizontal geometry denoting pavement widths, curve radii, limits of curbing, approximate limits of reconstruction, and existing right-of-way lines.
 - b. A graphical profile, where grade changes are required.
 - c. Proposed typical sections.
 - d. A preliminary construction cost estimate.
 - e. Potential areas of utility conflicts will be identified on the preliminary design.
 - f. The preliminary plans will be reviewed with appropriate Borough officials prior to proceeding with final design.
2. A preliminary design for the water main replacement on Overhill Road will be developed including depths, lengths and materials of piping, valves and fittings, as well as, any known utility crossings. The plans will also show the dimensions of the water main from the existing curb line.
3. Our office will prepare a separate bid contract for the cleaning and television inspection of these sanitary sewers, as well as, up to an additional 40,000 LF of sanitary sewer mains throughout the Borough. Selection of the areas to be televised will be coordinated with Borough representatives. Once the contract has been awarded, our office will coordinate the

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completion of the work with Borough representatives as needed. Upon completion of the cleaning and television inspection work, our office will identify and prioritize necessary improvements. In coordination with Borough representatives, sanitary sewer repairs will be selected based on their severity and impact to the overall collection system. These improvements will be included as part of this program based on available budget.

4. Final construction plans will be prepared in AutoCAD and consist of the following:
 - a. Title Sheet with key map.
 - b. Standard Legend and Typical Section Sheet.
 - c. Construction and Layout Plan Sheets (1" = 20').
 - d. Existing Conditions and Grading Plan Sheets.
 - e. Soil Erosion and Sediment Control Plans.
 - f. Maintenance and Protection of Traffic Plan.
 - g. Construction Details Sheets.
5. The water main on Overhill Road will be laid out on the construction plans, along with valves, hydrants, wet taps and services. We will coordinate pipe material selection with the Borough Water Department to assure consistency with their standards. For the purposes of this proposal, we have assumed that the new main will be 8" diameter ductile iron pipe and appropriate adapters, valves and fittings will be installed for the new hydrants. Water main as-builts will be provided to the Borough upon completion of the installation.
6. Quantities will be estimated by item, and a final construction cost estimate will be provided.
7. Specifications will be prepared in book form, in T&M Associates' format, based on the 2019 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction with T&M standard terms and conditions.
8. A permit to construct or modify the public community water system will not be required in accordance with New Jersey Department of Environmental Protection (NJDEP) regulations.
9. Based on the final configuration of the water main replacement, an application for a highway occupancy permit may be required and budget has been included to prepare and submit to the New Jersey Department of Transportation for the water main replacement at Overhill Road and Route 34.
10. An application for soil erosion and sediment control certification will be prepared and submitted for each location to the Soil Conservation District on behalf of the Borough.
11. A permit by rule from the NJDEP is expected to be required to reconstruct the existing outfall at Edgemere Drive. If a general permit will be required for this work, a separate proposal for the preparation and submission of the permit application will be provided.

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12. The application fees are not included as part of this estimate and will be the responsibility of the Borough. T&M will inform the Borough of the required fees approximately two weeks prior to the anticipated application filing dates. We estimate the NJDOT permit fees for the highway occupancy permits to be approximately \$1000 and the soil conservation fees to be approximately \$6,000.
13. We will prepare a design submission to the NJDOT for the 2 funded roadways for review and authorization to bid the project.
14. We will submit final plans and specifications to the Borough for final review prior to the preparation of bid documents.

C. BIDDING PHASE

1. Upon completion of the plans and specifications, we will coordinate advertisement of the project for bid. T&M Associates will print and distribute the contract documents, including final plans and specifications, to prospective contractors. The cost of the printing will be offset by the purchase price of the plans and specifications.
2. T&M Associates will answer questions that arise during the bidding phase of each project, either from Borough officials or prospective bidders.
3. We will attend each receipt of bids with the appropriate municipal officials.
4. T&M Associates' representatives will assist Borough officials with each bid review process including an evaluation of the contractors' bid submissions. As part of this effort, T&M Associates will prepare a bid tabulation sheet comparing the various bids received, review the credentials of the low bidder, and prepare a recommendation for award for each project.

**D. CONSTRUCTION PHASE –
CONTRACT ADMINISTRATION AND CONSTRUCTION OBSERVATION**

We will provide a part-time Project Manager (PM) and a part-time Inspector with additional support services from our office staff, as required by the PM, for the inspection portion of the contract. In addition to supporting the PM, the inspector will be responsible to observe and document the construction effort to determine that the materials were manufactured, and the work installed, in general conformance with the contract documents and approved submittals. The assigned personnel will have experience in municipal roadway construction. The following is a description of the services we will provide, the anticipated performance period for these services and the budget for the cost of same.

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The PM will perform the following tasks:

1. Prepare and distribute construction contract package for execution, provide engineering review of contract, insurance certification, performance and payment bond and subcontractor registration certificate and distribute executed package to the Borough Attorney for final review and execution by the Mayor and receive and distribute executed copies.
2. Conduct a pre-construction conference among project's participants, inviting the contractor, Borough officials, utility representatives, police and our construction team, and produce minutes of this meeting. Coordinate and review initial project submittals including baseline project schedule, insurance certificates, emergency call lists, etc. Pre-construction phase assumed to last less than one month.
3. Conduct periodic job meetings, as determined by the PM, with representatives of the contractor, subcontractor, and utility companies to review progress, performance and to address any questions or problems that may have arisen. Borough representatives or other officials, as determined by the PM, will be invited to attend these meetings. Minutes of these meetings will be generated and distributed.
4. Review and coordinate submittals received from the contractor including contractor's schedules, shop drawings, product data and samples and material certifications of conformance for general compliance with Contract Documents.
5. Perform quality assurance audits of the project file, determining that contemporaneous documentation, such as inspection reports, quantity logbooks, material submittals and certifications, material testing records, labor interview forms, manpower status reports, is being generated and complete.
6. After review and input from the Inspector, prepare monthly estimates of payment to the Contractor.
7. Review and issue written recommendation to the Borough following receipt of a written claim or dispute from Contractor.
8. Receive punch list from Inspector and administer the monitoring of its completion.
9. Prepare final closeout documents, including Final Payment Certificate and Change Order, and other closeout documents.

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The following tasks will be accomplished by our inspector during the construction phase:

1. Provide part-time construction observation services for the duration of the construction contract. We do not anticipate, or have budgeted for, a stop and go, less than full time effort by the contractor. We anticipate a total of 3 months of fully engaged on-site construction effort. In addition, we anticipate a part-time two-week effort after substantial completion for project closeout.
2. Perform on-site observation of work to determine general conformance to the contract plans and specifications.
3. Determine that certificates of conformance are submitted for those materials used on site that require such.
4. Prepare job reports indicating weather, equipment, personnel, work accomplished on the project and other relevant matters such as issues discussed, and direction given. Reports will be furnished to the Borough upon request.
5. Respond to Contract Document interpretation requests and other requests for information from the Contractor and assist in resolution of questions and/or disputes.
6. Review Contractor's monthly estimates of work performed, and invoices submitted for payment. Measure pay items of work for the Contractor's monthly estimates. Provide payment input to the Project Manager.
7. Support Project Manager with review and input following receipt of a written claim or dispute from Contractor.
8. Prepare punchlist and monitor corrective action work and also monitor any required corrective action cited.
9. Finalize with the contractor as-built quantities.
10. Project closeout with the NJDOT.

If the contractor does not reach substantial completion of the work by the agreed upon contract completion time, and our budget for contract administration and inspection services prior to substantial completion is fully expended, we will ask the Borough to enforce the section of the contract allowing the Borough to deduct payment to the contractor in order to pay for continued engineering services or we will request a change order for the additional services. Similarly, should our services be required beyond 10 hours on any day and/or on Sundays, we will also ask the Borough to enforce the section of the contract allowing the Borough to deduct payment to the contractor in order to pay for the excess hours.

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We are prepared to proceed upon your authorization and suggest an estimated fee of 402,600.00 to be billed monthly utilizing current billing rate schedule. Following are the estimated "soft cost" requirements for the project:

Pre-Design Phase	\$ 16,700.00
Design & Permitting Phase	\$177,000.00
Bid Phase.....	\$ 3,800.00
Construction Admin & Inspection Phase	\$184,000.00
T&M Engineering Fee	\$381,500.00
Geotechnical Engineer Subconsultant.....	\$ 8,000.00
Soil Boring	\$ 3,100.00
Pavement Cores.....	\$ 3,000.00
Permit Fees.....	\$ 7,000.00
Total Fee	\$402,600.00

On behalf of T&M Associates, I would like to thank you and the Governing Body for the opportunity to submit this scope of services and fee estimate. We look forward to our continued successful work with you and members of your staff.

Very truly yours,

T&M ASSOCIATES

ROBERT R. KEADY, JR., P.E., C.M.E.
BOROUGH OF MATAWAN ENGINEER

RRK:RG:lkc

c: Karen Wynne, Borough Clerk
John J. Applegate, Superintendent of Water Department

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**RESOLUTION 20-12-31
APPROVING UNUSED 2020 VACATION CARRY-OVER
INTO THE YEAR 2021
CHIEF THOMAS J. FALCO JR.**

WHEREAS, the calendar year 2020 has presented numerous problems in maintaining adequate manpower and safety for the sworn officers of the Matawan Police Department. Various issues including the COVID-19 Pandemic, response to civil unrest and marches, tropical storm Isaias and other natural disaster and weather-related incidents required the Command Staff of the Police Department to refrain from utilizing all their accrued vacation time to maintain proper leadership and provide supervision to the Department; and

WHEREAS, in accordance with current Collective Negotiations Agreement, Chief Thomas J. Falco Jr. has requested Council approval to carry-over 109 hours of unused vacation from the year 2020 into the year 2021; and

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby approves Chief Falco's request to carry the above specified vacation into the year 2021.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Payroll, Police and Chief Thomas J. Falco, Jr.

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**RESOLUTION 20-12-32
APPROVING UNUSED 2020 VACATION CARRY-OVER
INTO THE YEAR 2021
CAPTAIN JEREMIAH E. HOURIHAN III**

WHEREAS, the calendar year 2020 has presented numerous problems in maintaining adequate manpower and safety for the sworn officers of the Matawan Police Department. Various issues including the COVID-19 Pandemic, response to civil unrest and marches, tropical storm Isaias and other natural disaster and weather-related incidents required the Command Staff of the Police Department to refrain from utilizing all of their accrued vacation time to maintain proper leadership and provide supervision to the Department; and

WHEREAS, in accordance with current Collective Negotiations Agreement, Captain Jeremiah E. Hourihan III has requested Council approval to carry over 120 hours of unused vacation from the year 2020 into the year 2021; and

WHEREAS, the Chief of Police of the Matawan Police Department upon receiving this request from Captain Hourihan has reviewed same and presents no objection to this request.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby approves Captain Hourihan's request to carry the above specified vacation time into the year 2021.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Payroll, Police and Captain Jeremiah E. Hourihan, III.

**RESOLUTION 20-12-33
APPROVING UNUSED 2020 TIME-OFF CARRY-OVER
INTO THE YEAR 2021
MEMBERS OF THE MATAWAN POLICE DEPARTMENT**

WHEREAS, the following sworn members of the Matawan Police Department have missed considerable time during the calendar year 2020 due to illness and/or job-related injury; and

WHEREAS, in accordance with current Collective Negotiations Agreement, said members have requested Council approval to the carry over of unused vacation and personal time from the year 2020 into the year 2021; and

WHEREAS, the Chief of Police of the Matawan Police Department upon receiving this request has reviewed same and presents no objection to this request provided the carried over time is utilized during the first quarter of 2021.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby approves the below requests to carry specified vacation and personal time into the year 2021.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Payroll, Police as well as the listed officers.

<i>Sergeant Brian Murphy</i>	<i>48 hours of vacation and 48 hours of personal time</i>
<i>Detective Eric Andersen</i>	<i>220 hours vacation and 40 hours personal time</i>
<i>Patrol Officer Christine Heppel</i>	<i>144 hours vacation and 60 hours personal time</i>

New Business

Council President Gunn read by title Resolutions 20-12-34 through and including 20-12-39, requesting a motion to approve en masse. Councilman Cannon made the motion, seconded by Councilman Lazar. Council President Gunn requested a roll call. A roll call vote was taken.

Yes: Councilwoman Stephanie Buckel
Councilman Brett Cannon
Councilwoman Deana Gunn
Councilman John Lazar
Councilman Brian Livesey

Motion passed.

**RESOLUTION 20-12-34
AUTHORIZING THE PROMOTION OF MATTHEW T. O'BOYLE
TO THE RANK OF LIEUTENANT FOR THE
MATAWAN POLICE DEPARTMENT**

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WHEREAS, it is the desire of the Mayor and Council to act upon the recommendations of the Chief of Police to maintain the command and supervisory structure of the Police Department by the appointment of a Lieutenant of Police for the Borough of Matawan; and

WHEREAS, the Borough Ordinances established the eligibility requirements and the testing process for promotion to the rank of Lieutenant; and

WHEREAS, the promotional process was conducted on the basis of merit, experience, education, demonstrated ability, competitive written and oral examinations and interview; and

WHEREAS, Chief Thomas J. Falco, Jr. has recommended Matthew T. O'Boyle as a successful candidate, to the Mayor and Council for promotion to the rank of Lieutenant.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan authorizes the promotion of Matthew T. O'Boyle to the rank of Lieutenant of the Matawan Police Department with all the rights and responsibilities attendant thereto effective December 16, 2020.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Payroll, Police as well as Matthew T. O'Boyle.

**RESOLUTION 20-12-35
AUTHORIZING THE PROMOTION OF SEAN MCCABE
TO THE RANK OF LIEUTENANT FOR THE
MATAWAN POLICE DEPARTMENT**

WHEREAS, it is the desire of the Mayor and Council to act upon the recommendations of the Chief of Police to maintain the command and supervisory structure of the Police Department by the appointment of a Lieutenant of Police for the Borough of Matawan; and

WHEREAS, the Borough Ordinances established the eligibility requirements and the testing process for promotion to the rank of Lieutenant; and

WHEREAS, the promotional process was conducted on the basis of merit, experience, education, demonstrated ability, competitive written and oral examinations and interview; and

WHEREAS, Chief Thomas J. Falco, Jr. has recommended Sean McCabe as a successful candidate, to the Mayor and Council for promotion to the rank of Lieutenant.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan authorizes the promotion of Sean McCabe to the rank of Lieutenant of the Matawan Police Department with all the rights and responsibilities attendant thereto effective December 16, 2020.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Payroll, Police as well as Sean McCabe.

**RESOLUTION 20-12-36
AUTHORIZING THE PROMOTION OF PAUL RYBA
TO THE RANK OF SERGEANT FOR THE
MATAWAN POLICE DEPARTMENT**

WHEREAS, it is the desire of the Mayor and Council to act upon the recommendations of the Chief of Police to maintain the supervisory structure of the Police Department as a result of vacancies within the command and supervisory ranks of the department by the appointment of a Sergeant of Police for the Borough of Matawan Police Department; and

WHEREAS, the Borough Ordinances established the eligibility requirements and the testing process for promotion to the rank of Sergeant; and

WHEREAS, the promotion process was conducted on the basis of merit, experience, education, demonstrated ability, competitive written and oral examinations and interview; and

WHEREAS, Resolution 18-12-18 established a promotional list for the rank of sergeant with said promotional list being valid through December 31, 2020; and

WHEREAS, Chief Thomas J. Falco, Jr. has recommended the next eligible candidate on the promotional list, Paul Ryba, to the Mayor and Council for promotion to the rank of Sergeant.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan authorizes the promotion of Paul Ryba to the rank of Sergeant of the Matawan Police Department with all the rights and responsibilities attendant

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thereto effective December 16, 2020 at the rate of compensation in accordance with the current Collective Negotiations Agreement between the Matawan Policeman’s Benevolent Association #179 and the Borough of Matawan.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Payroll, Police as well as Sgt. Paul Ryba.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan do hereby certify that as of the date of this certification funds are available from the 0-01-25-240-180 Budget of the Borough of Matawan for the promotion of Paul Ryba to Sergeant of the Matawan Police Department at a rate of compensation per annum as indicated in and in accordance with the current Collective Negotiations Agreement between Matawan Policemen’s Benevolent Association Local #179 and the Borough of Matawan.

This certification is based solely on the information encumbered into the financial records of the borough by the appropriate using division as of this date and relies on the completeness of financial records.

Chief Financial Officer

(Signature on File)

Nicole Horvath, CMFO

Dated: December 15, 2020

**RESOLUTION 20-12-37
AUTHORIZING THE HIRING OF JACK M. MEANY
AS A POLICE OFFICER WITH THE
MATAWAN POLICE DEPARTMENT**

WHEREAS, the Mayor and Council of the Borough of Matawan have been advised that there is a need for a Police Officer within the Borough of Matawan’s Police Department; and

WHEREAS, Jack M. Meany has met the requirements as set forth in current Borough Ordinances governing the Initial Hiring of Police Officers and currently possesses a New Jersey Police Training Commission Class II Special Law Enforcement Officer (SLEO) certification; and

WHEREAS, Jack M. Meany is eligible for accelerated waiver training (Class II SLEO to Basic Course for Police Officer); and

WHEREAS, Chief of Police Thomas J. Falco Jr. has recommended that Jack M. Meany be hired as a Police Officer to fill current vacancies within the Police Department’s Patrol Division.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan authorizes the hiring of Jack M. Meany as a Police Officer at a rate of compensation per annum of Thirty-Four Thousand Forty-Eight Dollars and Eighty-Four Cents (\$34,048.84) effective December 16, 2020, in accordance with the current collective bargaining agreement between the Matawan Policeman’s Benevolent Association #179 and the Borough of Matawan.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Payroll, Police as well as Patrol Officer Jack M. Meany.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan do hereby certify that as of the date of this certification funds are available from the 0-01-25-240-180 Budget of the Borough of Matawan to Patrol Officer Jack M. Meany, at a rate of compensation per annum of Thirty Four Thousand Forty-Eight Dollars and Eighty Four Cents (\$34,048.843) effective December 16, 2020, in accordance with the current collective bargaining agreement between the Matawan Policeman’s Benevolent Association #179 and the Borough of Matawan.

This certification is based solely on the information encumbered into the financial records of the borough by the appropriate using division as of this date and relies on the completeness of financial records.

Chief Financial Officer

(Signature on File)

Nicole Horvath, CMFO

Dated: December 15, 2020

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**RESOLUTION 20-12-38
AUTHORIZING THE HIRING OF MASON B. SHEEHAN
AS A POLICE OFFICER WITH THE
MATAWAN POLICE DEPARTMENT**

WHEREAS, the Mayor and Council of the Borough of Matawan have been advised that there is a need for a Police Officer within the Borough of Matawan's Police Department; and

WHEREAS, Mason B. Sheehan has met the requirements as set forth in current Borough Ordinances governing the Initial Hiring of Police Officers and currently possesses a New Jersey Police Training Commission Class A certification; and

WHEREAS, Mason B. Sheehan does not require additional training nor certification by the New Jersey Police Training Commission; and

WHEREAS, Chief of Police Thomas J. Falco Jr. has recommended that Mason B. Sheehan be hired as a Police Officer to fill current vacancies within the Police Department's Patrol Division.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan authorizes the hiring of Mason B. Sheehan as a Police Officer at a rate of compensation per annum of Thirty-Four Thousand Forty-Eight Dollars and Eighty-Four Cents (\$34,048.84) effective December 16, 2020, in accordance with the current collective bargaining agreement between the Matawan Policeman's Benevolent Association #179 and the Borough of Matawan.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Payroll, Police as well as Patrol Officer Mason B. Sheehan.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify that as of the date of this certification funds are available from the 0-01-25-240-180 Budget of the Borough of Matawan to Patrol Officer Mason B. Sheehan, at a rate of compensation per annum of Thirty Four Thousand Forty-Eight Dollars and Eighty Four Cents (\$34,048.84) effective December 16, 2020, in accordance with the current collective bargaining agreement between the Matawan Policeman's Benevolent Association #179 and the Borough of Matawan.

This certification is based solely on the information encumbered into the financial records of the Borough by the appropriate using division as of this date and relies on the completeness of financial records.

Chief Financial Officer

(Signature on File)

Nicole Horvath, CMFO

Dated: December 15, 2020

**RESOLUTION 20-12-39
AUTHORIZING THE APPOINTMENT OF
CLASS II SPECIAL LAW ENFORCEMENT OFFICER
SHAWN R. RAMCHERAN
MATAWAN POLICE DEPARTMENT**

WHEREAS, the Mayor and Council has been advised that there is a need for a Class II Special Law Enforcement Officer within the Borough of Matawan Police Department; and

WHEREAS, applications and resumes have been received, said applications have been reviewed with all applicants being duly screened pursuant to law.

WHEREAS, Chief Thomas J. Falco Jr. has recommended the appointment of Shawn R. Ramcheran as a Class II Special Law Enforcement Officer (SLEO) recruit entering into the 51st Basic Course for Class II SLEO at the Monmouth County Police Academy on January 11, 2021.

WHEREAS, Shawn R. Ramcheran must attend and successfully complete the 51st Basic Course for Class II SLEO at the Monmouth County Police Academy prior to beginning his part-time hourly compensation at the rate of \$18.00/hour for a max of twenty (20) hours per week in May 2021.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan authorizes the appointment of Shawn R. Ramcheran as a Class II Special Law Enforcement Officer (Class II SLEO) for the Matawan Police Department, effective January 1, 2020.

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BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Payroll, Police as well as Officer Shawn R. Ramcheran.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify that as of the date of this certification, and contingent upon adoption of the 2021 Budget appropriation, funds are available from the 1-01-25-240-185 Budget of the Borough of Matawan to Shawn R. Ramcheran serving as a Class II SLEO for the Borough of Matawan Police Department in an amount not to exceed Eighteen Thousand Seven Hundred Twenty Dollars and No Cents (\$18,720.00).

This certification is based solely on the information encumbered into the financial records of the Borough by the appropriate using division as of this date and relies on the completeness of financial records.

Chief Financial Officer

(Signature on File)

Nicole Horvath, CMFO

Dated: December 15, 2020

Councilman Cannon thanked Mr. Carew, Chief Falco, Captain Hourihan, and Councilwoman Gunn on their work during the hiring process within the Police Department congratulating the recently promoted and new hires.

Council President Gunn read by title Resolutions 20-12-40 through and including 20-12-44, requesting a motion to approve en masse. Councilman Cannon made the motion, seconded by Councilman Lazar. Council President Gunn requested a roll call. A roll call vote was taken.

Yes: Councilwoman Stephanie Buckel
Councilman Brett Cannon
Councilwoman Deana Gunn
Councilman John Lazar
Councilman Brian Livesey

Motion passed.

RESOLUTION 20-12-40

A RESOLUTION TO FIX AND DETERMINE THE 2021 SALARIES AND WAGES OF OFFICERS, MANAGEMENT, SUPERVISORY PERSONNEL AND GENERAL EMPLOYEES NOT REPRESENTED BY AN ORGANIZED BARGAINING UNIT AND EMPLOYED BY THE BOROUGH OF MATAWAN, MONMOUTH COUNTY, NEW JERSEY

WHEREAS, the following resolution sets the individual salaries and wages for 2021, effective January 1, 2021; and

WHEREAS, funds for these purposes are available in the 2021 Budget and the Chief Financial Officer as so certified in writing.

NOW, THEREFORE, BE IT RESOLVED that the 2021 Salaries and Wage for the Borough of Matawan Employees not represented by an organized bargaining unit be and are hereby set as follows:

<u>DEPARTMENT</u>		<u>2021</u>
<u>TITLE</u>	<u>EMPLOYEE</u>	<u>SALARY</u>
<i>Administration/Finance-Revenues, Assessing</i>		
Mayor		\$5,189.96
Council		\$4,448.54
Administrator Assistant	G. Rainforth	\$43,443.23
Information Officer	C.Zavorskus	\$29.42 per Hour
Borough Clerk	K. Wynne	\$61,813.05
Deputy Borough Clerk	R. Klinger	\$37,838.70
Systems Coordinator	G. Rainforth	\$8,184.41

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<i>Elections Clerk</i>	<i>K. Wynne</i>	\$3,178.42
<i>Deputy Elections Clerk</i>	<i>R. Klinger</i>	\$473.19
<i>Treasurer/CFO</i>	<i>N. Horvath</i>	\$94,554.00
<i>Supervisor Payroll</i>	<i>C. Adamski</i>	\$45,175.80
<i>F/T Bookkeeper & Staff Assistant</i>	<i>C. Madden</i>	\$38,872.20
<i>P/T Tax Collector</i>	<i>P. Warren</i>	\$28,538.85
<i>Deputy Tax Collector</i>	<i>K. Fitzgerald</i>	\$43,811.73
<i>Tax Assessor</i>	<i>E. Zanetti</i>	\$36,771.00
<i>Revenue Collector/Assessing Clerk</i>	<i>M. McMurray</i>	\$41,018.96
<i>Registrar V/S</i>	<i>G. Rainforth</i>	\$4,075.36
<i>Deputy Registrar V/S</i>	<i>K. Fitzgerald</i>	\$1,358.46
<i>P/T Water-Sewer Clerk</i>	<i>J. Jorgenson</i>	\$20.91 per Hour
<i>Recreation Director</i>	<i>D. Dieterle</i>	\$23,193.41
Construction/Fire Prevention/Property Maintenance		
<i>Construction Official/Zoning/Bldg. Technical Assistant</i>	<i>J. Quinn</i>	\$51,631.28
<i>Clerk/Typist-Construction/Zoning/Fire</i>	<i>L Kramer</i>	\$57,388.31
<i>Electric Sub Code & Inspector</i>	<i>A. McCarty</i>	\$41,018.96
<i>Fire Sub Code & Inspector</i>	<i>J. Quinn</i>	\$11,145.82
<i>Plumbing Sub Code & Inspector</i>	<i>R. Debold</i>	\$11,145.82
<i>P/T Property Maintenance Officer</i>	<i>R. Riopel</i>	\$16,718.73
<i>Fire Prevention Officer</i>	<i>K. Marr</i>	\$33.10 per Hour
<i>P/T Fire Prevention Inspector</i>	<i>G. Turner</i>	\$39,248.20
	<i>J. Pujols</i>	\$9,273.31
Department Public Works		
<i>Superintendent</i>	<i>J. Applegate</i>	\$123,306.55
<i>Licensed Waste Water</i>	<i>C. Wolverton</i>	\$11,020.98
<i>Licensed Water</i>	<i>A. Wilson</i>	\$10,085.76
<i>Recycling Coordinator</i>	<i>G. Rainforth</i>	\$5,937.93
<i>Certified Clean Communities Coordinator</i>	<i>G. Rainforth</i>	\$5,410.15
Police		
<i>Records Clerk</i>	<i>C. Sjolholm</i>	\$39,021.15
<i>Matron</i>	<i>C. Sjolholm</i>	\$23.27 per Hour
<i>Matron</i>	<i>D. Triolo</i>	\$23.27 per Hour
<i>Crossing Guards</i>		\$11,037.20
<i>Substitute Crossing Guards</i>		\$30.66 per Crossing
<i>Crossing Guard – rate per Day</i>		\$61.32 per Day
Boards		
<i>Board, Commission and Agency Secretary</i>	<i>Part Time Per Mtg</i>	\$100.00
<i>Planning Zoning Board Secretary</i>	<i>Part Time Per Mtg</i>	\$200.00

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Construction, Finance, Fire Prevention, Payroll, Police, Public Works, Recreation and Recycling.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan do hereby certify that as of the date of this certification funds are available from the Various Department's Budget (Salary & Wages) of the Borough of Matawan.

This certification is based solely on the information encumbered into the financial records of the borough by the appropriate using division as of this date and relies on the completeness of financial records.

Chief Financial Officer

(Signature on File)

Nicole Horvath, CMFO

Dated: December 15, 2020

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**RESOLUTION 20-12-41
AMENDING
RESOLUTION 20-01-23
AUTHORIZING THE CHIEF FINANCIAL OFFICER
TO CONDUCT FINANCIAL MATTERS BETWEEN MEETINGS DURING
THE 2020 CALENDAR YEAR**

WHEREAS, bills will need to be authorized for payment prior to the next regular business meeting of the Borough Council; and

WHEREAS, outstanding bills may only be paid with funds that have already been budgeted for and encumbered by purchase orders.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby authorizes and directs the Borough's Chief Financial Officer to pay bills budgeted for and encumbered between meetings for the 2020 calendar year until the Borough of Matawan's 2021 Reorganization meeting and the adoption of the 2021 Temporary Budget.

BE IT FURTHER RESOLVED the Mayor and Council shall be provided with its regular report relating to any bills authorized for payment during this period by the Chief Financial officer.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk and Finance.

**RESOLUTION 20-12-42
PAYMENT OF BILLS**

BE IT RESOLVED by the Mayor and Council of the Borough of Matawan, New Jersey. That the following numbered vouchers be paid to the persons therein respectively and hereinafter named, for the amounts set opposite their respective names, and endorsed and approved on said vouchers and that warrants be issued therefore, directed to the Borough Collector signed by the Mayor and attested by the Borough Clerk as required by law.

<i>Current</i>	\$458,742.82
<i>Water & Sewer</i>	\$54,994.26
<i>Borough Capital</i>	\$30,138.76
<i>Water Capital</i>	\$730.74
<i>Grant</i>	\$506.01
<i>Borough Trust</i>	\$7,627.73
<i>Dog Tax Trust</i>	\$335.00
<i>Recreation Trust</i>	\$3,676.20
<i>Unemployment</i>	\$8.46
Total	\$556,759.98

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Finance.

**RESOLUTION 20-12-43
RESOLUTION AUTHORIZING EXECUTION OF
EMPLOYMENT AGREEMENT BETWEEN THE
BOROUGH OF MATAWAN AND LIEUTENANT SEAN MCCABE
December 16, 2020 Through December 31, 2021**

WHEREAS, there is a need to have an Agreement between the Borough of Matawan and Police Lieutenant Sean McCabe effective December 16, 2020 through and including December 31, 2021; and

WHEREAS, after negotiation the Borough of Matawan and Lieutenant Sean McCabe have reached a satisfactory Employment Agreement effective December 16, 2020 through and including December 31, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that it herewith authorizes the Mayor to execute the Employment Agreement with Lieutenant Sean McCabe attached herewith effective December 16, 2020 through and including December 31, 2021.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Payroll as well as Lieutenant Sean McCabe.

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CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify that as of the date of this certification, contingent upon adoption of the 2021 Budget appropriation, funds are available from the 0-01-25-240-100 Police Department Budget (Salary & Wages) of the Borough of Matawan.

This certification is based solely on the information encumbered into the financial records of the Borough by the appropriate using division as of this date and relies on the completeness of financial records.

Chief Financial Officer

(Signature on File)

Nicole Horvath, CMFO

Dated: December 15, 2020

AGREEMENT

Between

LIEUTENANT OF POLICE

And

THE BOROUGH OF MATAWAN

This Agreement is entered into this 16th day of December, 2020 through December 31, 2021, is made and entered into by and between the Borough of Matawan, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Employer", and Sean McCabe, Lieutenant of Police, Borough of Matawan Police Department, Monmouth County, New Jersey, hereinafter referred to as "Lieutenant" or "employee".

It is understood and agreed that this Agreement shall not be interpreted to reduce or limit this employee rights created and protected by the laws of New Jersey, including NJSA 40A:14-118 through and inclusive of 40A:14-176.

It is further understood that due to the variable schedule of employees of the Matawan Police Department all days should be converted to hours for purposes of computing vacation, sick, personal and comp time.

Now, therefore, it is mutually agreed between the parties hereto that the following terms shall constitute the entire Agreement between the subject parties:

This Agreement shall govern all wages, hours and other conditions of employment hereinafter set forth. The employee is also subject to any and all Borough ordinances, policy and procedures, rules and regulations of the Borough of Matawan and any applicable state statutes.

1. **Base Salary** (excluding college incentive and longevity)

2020: \$133,900.00 per annum

2021: \$136,578.00 per annum

2. **Watch Commander Shift Differential and Work Schedule:** The Borough recognizes that you will serve as Watch Commander as assigned by the Chief of Police and may be scheduled to work holidays and nights. The Borough agrees to compensate you with a \$1,500.00 Watch Commander shift differential which will be added to your base salary. It is further understood that although a Command Officer within the agency, the Lieutenant (Watch Commander) shall be eligible for overtime, compensatory time and Police Special Duty Assignments as governed by Department Order promulgated by the Chief of Police.

The schedule of the Watch Commander is at the sole discretion of the Chief of Police. The Watch commanders shall be given the same notice as the Sergeants regarding change of scheduled – 24 hours.

3. **College Incentive:** The Borough of Matawan agrees that you shall receive a yearly college incentive payment added to your base salary prior to any longevity payment in accordance with the schedule set forth in the Collective Negotiations Agreement of Matawan PBA Local #179.

4. **Longevity:** The Lieutenant shall be entitled to longevity payments in accordance with the following schedule. No longevity payment shall exceed \$15,000.00:

7.5% of base salary commencing in the 15th year of service.

10% of base salary commencing in the 20th year of service.

11.5% of base salary commencing in the 24th year of service.

5. **Clothing Allowance:** The Lieutenant shall be entitled to a clothing and maintenance allowance of \$1,000. It shall be the responsibility of the Lieutenant to maintain all uniforms of the Department as prescribed by Department Order. All new uniform requirements will be supplied by the Borough of Matawan. Any changes or additions to said uniform requirements shall be issued by the Borough without cost to the employee. The

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cleaning (dry or wet) and alterations of said uniforms prescribed by the Police Department shall be assumed by the Borough of Matawan.

6. **Personal Time:** The Lieutenant shall be entitled to 4 personal days. Notice of intention to exercise personal time shall be given to the Captain of Police 48 hours in advance of their use; unused personal time may not be carried over into a subsequent year.
7. **Tuition Credit:** The Borough shall provide a yearly tuition payment for each college credit hour within the specific field of Criminal Justice, Emergency Management, Public Administration, or a similar field while a member of the Matawan Police Department. The reimbursement rate shall be at the Rutgers College Credit rate for that year. The yearly college tuition payments shall not exceed twelve (12) credit hours per year.
8. **Funeral Leave:** In the event of a death in his immediate family, a Borough employee shall be entitled to a leave of absence. During such leave, the employee shall be paid his regular salary for a maximum of three consecutive, regular scheduled workdays.

The employee's immediate family shall be defined as: Spouse, child, stepchild, mother, father, stepmother, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, and grandchildren, or as determined by the Employer.

9. **Vacation:** Vacation shall be in keeping with the schedule as outlined in the Collective Negotiations Agreement of Matawan PBA Local #179, based upon the work schedule as promulgated by the Chief of Police:

	15-21 Years of Service	22+ Years of Service
(8 hour schedule):	224 Hours	280 Hours
(12 hour schedule):	228 Hours	288 Hours

Unused vacation may be carried over into the next calendar year only with the recommendation of the Chief of Police and the approval of the Mayor and Council.

10. **Separation from Service - Vacation Pay:** If the Lieutenant is laid off, resigns, or is otherwise separated from the service of the Borough but not as a result of misconduct, he shall receive vacation pay for all of his accrued vacation up to his separation from employment with the Borough. The amount of payment for all unused vacation shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job, on the last workday of the employee's employment.

11. **Insurance:**

Group Life and Accidental Death and Dismemberment Insurance. The Borough shall provide the Lieutenant with a \$10,000.00 Life Insurance Policy and equal amount of Accidental Death and Dismemberment (AD&D) coverage.

Right to Select Carrier. The Borough reserves the right to provide the above life and accidental death and dismemberment coverage through a self-insured plan or under a group insurance policy or policies covered by an insurance company or insurance companies selected by the Borough. Notwithstanding any such changes, the level of benefits shall remain substantially similar to or greater than existing benefits.

12. **Medical Insurance:** The Borough shall maintain a group medical, major medical, and hospital insurance policy, and shall pay all premium costs during the course of employment for hospital insurance, including dental benefits, of Lieutenant and his spouse and dependents in keeping with the provision of insurance coverage currently in effect at the signing of this Agreement. For the term of this Agreement, the Borough agrees to continue to provide the above benefit upon retirement with 25 years or more years of service. Upon retirement, if the employee has Medicare entitlement, the employee is required to enroll in Medicare and the Borough coverage shall be deemed secondary. If in the unlikely event, the employee does not meet the qualifications for Medicare, the Borough shall assume the cost of Medicare to continue medical benefits upon retirement (as previous Police Department employees have received).

Right to Select Carrier. The benefits provided for herein shall be provided through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the Borough. "Insurance Companies" include regular life insurance companies and non-profit organizations providing hospital, surgical or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provision of the policies between the Borough and the insurance company. Notwithstanding any such changes, the level of benefits shall remain substantially similar to or greater than existing benefits.

13. **Non-Duplication of Benefits:** All parties agree to coordinate benefits in situations where a spouse has coverage. It is employee's expressed responsibility to provide employer with spouse insurance information, including but not limited to, spouse's current employer, a copy of spouse's insurance policies, declaration pages, premium amounts and proof of premium payment.

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In the event spouse obtains insurance coverage or changes coverage, the employee shall notify employer and provide the aforesaid documentation within 30 days.

14. **Optical Plan:** *The Borough shall assume the cost of providing employee with eye examinations, at an optometrist selected by the Borough, once every twenty-four (24) months. The Borough shall grant employee an allowance of seventy-five (\$75.00) toward the cost of one (1) pair prescription glasses in each twenty-four (24) month period. The Borough shall not be required to pay for more than one (1) eye examination or pay for more than one (1) eyeglass allowance for employee in any twenty-four (24) month period.*
15. **Sick Leave/Injury:**
Sick Leave and Duty Injury Leave/Sick Leave Accumulation Rate. *The employee shall be entitled to accumulate sick leave as follows at the rate of ten (10) hours of sick leave for each completed month of service, such sick leave to be accrued at a rate of five (5) hours per pay period. Except for job-related injuries, no employee will accrue sick time while on sick or injury leave.*
- Sick Leave Utilization Requirements.** *The employee with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:*
- a. **Personal Illness or Disability.** *Any employee who has contracted or incurred and is suffering from any non-service-connected sickness or disability, which renders them unable to perform the duties of their position, shall be eligible to receive paid sick leave. This also includes periods during which the employee is under enforced quarantine in accordance with community health regulation, or restricted due to exposure to a contagious disease in accordance with a doctor's order. Employee shall also be eligible to utilize their accrued sick leave following the expiration of their duty injury leave benefits.*
- b. **Family Illness Disability.** *Employee shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of their immediate family which requires the employee's personal care and attendance, provided that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability. The determination as to whether or not here exists a hardship shall be made by the Chief of Police after the employee has provided sufficient and satisfactory medical documentation of the illness or disability.*
16. **Maternity, Medical and Extended Duty Injury Leave:** *Employee shall be eligible to receive paid sick leave, to the extent they have accrued sick leave credit, approved medical leave, and approved extended duty injury leave. Maternity leave shall be treated the same as any other disability as provided by law.*
17. **Vacation and Personal Leave:** *When an employee becomes eligible for paid sick leave while on vacation or during an approved personal leave, sick leave may be used in place of vacation time or personal leave hours, provided satisfactory evidence and certification of the illness or disability is presented to the Captain of Police. The determination as to whether or not sick leave time may be used under this provision shall be made by the Captain of Police.*
18. **Sick Leave Pay:** *The rate of sick leave pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time sick leave is approved.*
19. **Duty Injury Leave:** *A duty incurred sickness or disability shall not be charged against the accumulated sick leave of an employee for one (1) year during which the employee is on approved duty injury leave and eligible for duty injury leave benefits in accordance with applicable law, beginning with the date of injury or date of beginning illness.*
20. **Sick Leave Notification:** *It is the responsibility of the employee requesting sick leave to notify the Captain of Police in writing.*

Employee requesting paid sick leave shall notify or cause notification to be made to the Chief of Police via the chain of command. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to the Chief of Police.

In the event no sick leave notification is made within thirty (30) minutes after the start of the workday, or after an employee becomes sick or ill and leaves work, the Chief of Police shall consider and handle the employee's absence without pay, unless the employee can later substantiate with documentation that it was impossible to make or cause such notification. The decision is to be made by the Chief of Police. Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Chief of Police.

21. **Sick Leave Certification and Approval:** *If the Borough has reasonable grounds to believe sick leave is being abused, it may at its discretion require any employee requesting paid sick leave to furnish substantiating evidence of a statement from their attending physician certifying that absence from work was required due to*

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one of the reasons set forth above. In any case, such certification must be presented whenever sick leave is requested for three (3) or more consecutive workdays.

22. **Sick Leave Release:** *This employee who is sick or disabled for three (3) or more consecutive work days may be required at the Borough's discretion; and any employee who is sick or disabled for six (6) or more consecutive workdays shall be required to secure and submit a physician's release certifying that they are fit to return to work. This release must be submitted to the Chief of Police before the employee will be permitted to return to work. The Borough may also require, at its discretion, that an employee take a medical physical in conjunction with the above sick leave procedure.*

If the two (2) doctors disagree, the parties agree to consult with the Monmouth County Medical Society Selective to select a third qualified physician. Such physician cost will be submitted to the Employer's insurance carrier. Any cost not covered under the employee's policy shall be paid by the Borough. Such doctor's determination shall be binding upon the parties.

23. **Extended Leave:** *After using 240 hours of sick leave, the employee who shall be injured, ill or disabled from any cause not connected with his service as an employee so as to become physically unfit for work, shall be entitled to a leave of absence with pay, provided that said leave of absence is authorized by resolution of the Borough Council and in accordance with the following schedule:*

If the employee has served for more than ten (10) years, shall be entitled to a leave of absence with full pay for twenty-six (26) weeks, plus an additional thirteen (13) weeks at half (1/2) pay.

24. **Separation from Services:** *Employee shall be paid for one-half (1/2) of their total accrued sick leave upon their retirement, including disability retirement, upon their resignation following ten (10) or more consecutive years of service in the Borough; or to their beneficiaries in case of death to a maximum of \$12,000. The amount of payment shall be calculated based upon the employee's prevailing hourly rate of pay in effect for the employee's regular job on the last work day of the employee's employment.*

25. **Continuation of Benefits Not Covered by this Agreement:** *All employment conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to either Borough Ordinance or Rule and regulation of the Police Department and any past or present benefits which other Command Officers enjoy but that have not been specifically included in this Agreement shall be continued.*

26. **Effective Date of Agreement:** *This Agreement shall be effective through and including December 31, 2021.*

The Borough and the employee will not mutually enter into negotiations for a successor Agreement prior to the expiration of the within Agreement as the Lieutenant acknowledges that the rank of Lieutenant shall become part of the Collective Negotiations Agreement between the Borough and Matawan PBA Local #179 beginning with subsequent contracts commencing January 1, 2022.

The employee acknowledges that he has the right to seek legal counsel in conjunction with the negotiation of this contract and with its execution.

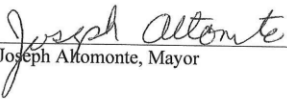
The employee expressly and without duress voluntarily waives any right to counsel.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives this 18 day of December, 2020.

BOROUGH OF MATAWAN


Joseph Akomonte, Mayor

Date: December 16, 2020

ATTEST:


Karen Wynne, RMC
Municipal Clerk

Date: December 18, 2020

EMPLOYEE


Sean McCabe
Lieutenant of Police

Date: December 18, 2020

**RESOLUTION 20-12-44
RESOLUTION AUTHORIZING EXECUTION OF
EMPLOYMENT AGREEMENT BETWEEN THE
BOROUGH OF MATAWAN AND LIEUTENANT MATTHEW T. O'BOYLE
December 16, 2020 Through December 31, 2021**

WHEREAS, there is a need to have an Agreement between the Borough of Matawan and Police Lieutenant Matthew T. O'Boyle effective December 16, 2020 through and including December 31, 2021; and

WHEREAS, after negotiation the Borough of Matawan and Lieutenant Matthew T. O'Boyle have reached a satisfactory Employment Agreement effective December 16, 2020 through and including December 31, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that it herewith authorizes the Mayor to execute the Employment Agreement with Lieutenant Matthew T. O'Boyle attached herewith effective December 16, 2020 through and including December 31, 2021.

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BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Payroll as well as Lieutenant Matthew T. O'Boyle.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify that as of the date of this certification, contingent upon adoption of the 2021 Budget appropriation, funds are available from the 0-01-25-240-100 Police Department Budget (Salary & Wages) of the Borough of Matawan.

This certification is based solely on the information encumbered into the financial records of the Borough by the appropriate using division as of this date and relies on the completeness of financial records.

Chief Financial Officer

(Signature on File)

Nicole Horvath, CMFO

Dated: December 15, 2020

AGREEMENT

Between

LIEUTENANT OF POLICE

And

THE BOROUGH OF MATAWAN

This Agreement is entered into this 16th day of December, 2020 through December 31, 2021, is made and entered into by and between the Borough of Matawan, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Employer", and Matthew T. O'Boyle, Lieutenant of Police, Borough of Matawan Police Department, Monmouth County, New Jersey, hereinafter referred to as "Lieutenant" or "employee".

It is understood and agreed that this Agreement shall not be interpreted to reduce or limit this employee rights created and protected by the laws of New Jersey, including NJSA 40A:14-118 through and inclusive of 40A:14-176.

It is further understood that due to the variable schedule of employees of the Matawan Police Department all days should be converted to hours for purposes of computing vacation, sick, personal and comp time.

Now, therefore, it is mutually agreed between the parties hereto that the following terms shall constitute the entire Agreement between the subject parties:

This Agreement shall govern all wages, hours and other conditions of employment hereinafter set forth. The employee is also subject to any and all Borough ordinances, policy and procedures, rules and regulations of the Borough of Matawan and any applicable state statutes.

27. **Base Salary** (excluding college incentive and longevity)

2020: \$133,900.00 per annum

2021: \$136,578.00 per annum

28. **Watch Commander Shift Differential and Work Schedule:** The Borough recognizes that you will serve as Watch Commander as assigned by the Chief of Police and may be scheduled to work holidays and nights. The Borough agrees to compensate you with a \$1,500.00 Watch Commander shift differential which will be added to your base salary. It is further understood that although a Command Officer within the agency, the Lieutenant (Watch Commander) shall be eligible for overtime, compensatory time and Police Special Duty Assignments as governed by Department Order promulgated by the Chief of Police.

The schedule of the Watch Commander is at the sole discretion of the Chief of Police. The Watch commanders shall be given the same notice as the Sergeants regarding change of scheduled – 24 hours.

29. **College Incentive:** The Borough of Matawan agrees that you shall receive a yearly college incentive payment added to your base salary prior to any longevity payment in accordance with the schedule set forth in the Collective Negotiations Agreement of Matawan PBA Local #179.

30. **Longevity:** The Lieutenant shall be entitled to longevity payments in accordance with the following schedule. No longevity payment shall exceed \$15,000.00:

7.5% of base salary commencing in the 15th year of service.

10% of base salary commencing in the 20th year of service.

11.5% of base salary commencing in the 24th year of service.

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- 31. **Clothing Allowance:** *The Lieutenant shall be entitled to a clothing and maintenance allowance of \$1,000. It shall be the responsibility of the Lieutenant to maintain all uniforms of the Department as prescribed by Department Order. All new uniform requirements will be supplied by the Borough of Matawan. Any changes or additions to said uniform requirements shall be issued by the Borough without cost to the employee. The cleaning (dry or wet) and alterations of said uniforms prescribed by the Police Department shall be assumed by the Borough of Matawan.*
- 32. **Personal Time:** *The Lieutenant shall be entitled to 4 personal days. Notice of intention to exercise personal time shall be given to the Captain of Police 48 hours in advance of their use; unused personal time may not be carried over into a subsequent year.*
- 33. **Tuition Credit:** *The Borough shall provide a yearly tuition payment for each college credit hour within the specific field of Criminal Justice, Emergency Management, Public Administration, or a similar field while a member of the Matawan Police Department. The reimbursement rate shall be at the Rutgers College Credit rate for that year. The yearly college tuition payments shall not exceed twelve (12) credit hours per year.*
- 34. **Funeral Leave:** *In the event of a death in his immediate family, a Borough employee shall be entitled to a leave of absence. During such leave, the employee shall be paid his regular salary for a maximum of three consecutive, regular scheduled workdays.*

The employee's immediate family shall be defined as: Spouse, child, stepchild, mother, father, stepmother, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, and grandchildren, or as determined by the Employer.

- 35. **Vacation:** *Vacation shall be in keeping with the schedule as outlined in the Collective Negotiations Agreement of Matawan PBA Local #179, based upon the work schedule as promulgated by the Chief of Police:*

	15-21 Years of Service	22+ Years of Service
(8 hour schedule):	224 Hours	280 Hours
(12 hour schedule):	228 Hours	288 Hours

Unused vacation may be carried over into the next calendar year only with the recommendation of the Chief of Police and the approval of the Mayor and Council.

- 36. **Separation from Service - Vacation Pay:** *If the Lieutenant is laid off, resigns, or is otherwise separated from the service of the Borough but not as a result of misconduct, he shall receive vacation pay for all of his accrued vacation up to his separation from employment with the Borough. The amount of payment for all unused vacation shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job, on the last workday of the employee's employment.*
- 37. **Insurance:**
Group Life and Accidental Death and Dismemberment Insurance. *The Borough shall provide the Lieutenant with a \$10,000.00 Life Insurance Policy and equal amount of Accidental Death and Dismemberment (AD&D) coverage.*

Right to Select Carrier. *The Borough reserves the right to provide the above life and accidental death and dismemberment coverage through a self-insured plan or under a group insurance policy or policies covered by an insurance company or insurance companies selected by the Borough. Notwithstanding any such changes, the level of benefits shall remain substantially similar to or greater than existing benefits.*

- 38. **Medical Insurance:** *The Borough shall maintain a group medical, major medical, and hospital insurance policy, and shall pay all premium costs during the course of employment for hospital insurance, including dental benefits, of Lieutenant and his spouse and dependents in keeping with the provision of insurance coverage currently in effect at the signing of this Agreement. For the term of this Agreement, the Borough agrees to continue to provide the above benefit upon retirement with 25 years or more years of service. Upon retirement, if the employee has Medicare entitlement, the employee is required to enroll in Medicare and the Borough coverage shall be deemed secondary. If in the unlikely event, the employee does not meet the qualifications for Medicare, the Borough shall assume the cost of Medicare to continue medical benefits upon retirement (as previous Police Department employees have received).*

Right to Select Carrier. *The benefits provided for herein shall be provided through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the Borough. "Insurance Companies" include regular life insurance companies and non-profit organizations providing hospital, surgical or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provision of the policies between the Borough and the insurance company. Notwithstanding any such changes, the level of benefits shall remain substantially similar to or greater than existing benefits.*

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39. **Non-Duplication of Benefits:** All parties agree to coordinate benefits in situations where a spouse has coverage. It is employee's expressed responsibility to provide employer with spouse insurance information, including but not limited to, spouse's current employer, a copy of spouse's insurance policies, declaration pages, premium amounts and proof of premium payment.

In the event spouse obtains insurance coverage or changes coverage, the employee shall notify employer and provide the aforesaid documentation within 30 days.

40. **Optical Plan:** The Borough shall assume the cost of providing employee with eye examinations, at an optometrist selected by the Borough, once every twenty-four (24) months. The Borough shall grant employee an allowance of seventy-five (\$75.00) toward the cost of one (1) pair prescription glasses in each twenty-four (24) month period. The Borough shall not be required to pay for more than one (1) eye examination or pay for more than one (1) eyeglass allowance for employee in any twenty-four (24) month period.

41. **Sick Leave/Injury:**

Sick Leave and Duty Injury Leave/Sick Leave Accumulation Rate. The employee shall be entitled to accumulate sick leave as follows at the rate of ten (10) hours of sick leave for each completed month of service, such sick leave to be accrued at a rate of five (5) hours per pay period. Except for job-related injuries, no employee will accrue sick time while on sick or injury leave.

Sick Leave Utilization Requirements. The employee with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:

- c. **Personal Illness or Disability.** Any employee who has contracted or incurred and is suffering from any non-service-connected sickness or disability, which renders them unable to perform the duties of their position, shall be eligible to receive paid sick leave. This also includes periods during which the employee is under enforced quarantine in accordance with community health regulation, or restricted due to exposure to a contagious disease in accordance with a doctor's order. Employee shall also be eligible to utilize their accrued sick leave following the expiration of their duty injury leave benefits.
- d. **Family Illness Disability.** Employee shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of their immediate family which requires the employee's personal care and attendance, provided that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability. The determination as to whether or not here exists a hardship shall be made by the Chief of Police after the employee has provided sufficient and satisfactory medical documentation of the illness or disability.
42. **Maternity, Medical and Extended Duty Injury Leave:** Employee shall be eligible to receive paid sick leave, to the extent they have accrued sick leave credit, approved medical leave, and approved extended duty injury leave. Maternity leave shall be treated the same as any other disability as provided by law.
43. **Vacation and Personal Leave:** When an employee becomes eligible for paid sick leave while on vacation or during an approved personal leave, sick leave may be used in place of vacation time or personal leave hours, provided satisfactory evidence and certification of the illness or disability is presented to the Captain of Police. The determination as to whether or not sick leave time may be used under this provision shall be made by the Captain of Police.
44. **Sick Leave Pay:** The rate of sick leave pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time sick leave is approved.
45. **Duty Injury Leave:** A duty incurred sickness or disability shall not be charged against the accumulated sick leave of an employee for one (1) year during which the employee is on approved duty injury leave and eligible for duty injury leave benefits in accordance with applicable law, beginning with the date of injury or date of beginning illness.
46. **Sick Leave Notification:** It is the responsibility of the employee requesting sick leave to notify the Captain of Police in writing.

Employee requesting paid sick leave shall notify or cause notification to be made to the Chief of Police via the chain of command. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to the Chief of Police.

In the event no sick leave notification is made within thirty (30) minutes after the start of the workday, or after an employee becomes sick or ill and leaves work, the Chief of Police shall consider and handle the employee's absence without pay, unless the employee can later substantiate with documentation that it was impossible to make or cause such notification. The decision is to be made by the Chief of Police. Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Chief of Police.

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47. **Sick Leave Certification and Approval:** *If the Borough has reasonable grounds to believe sick leave is being abused, it may at its discretion require any employee requesting paid sick leave to furnish substantiating evidence of a statement from their attending physician certifying that absence from work was required due to one of the reasons set forth above. In any case, such certification must be presented whenever sick leave is requested for three (3) or more consecutive workdays.*
48. **Sick Leave Release:** *This employee who is sick or disabled for three (3) or more consecutive work days may be required at the Borough's discretion; and any employee who is sick or disabled for six (6) or more consecutive workdays shall be required to secure and submit a physician's release certifying that they are fit to return to work. This release must be submitted to the Chief of Police before the employee will be permitted to return to work. The Borough may also require, at its discretion, that an employee take a medical physical in conjunction with the above sick leave procedure.*

If the two (2) doctors disagree, the parties agree to consult with the Monmouth County Medical Society Selective to select a third qualified physician. Such physician cost will be submitted to the Employer's insurance carrier. Any cost not covered under the employee's policy shall be paid by the Borough. Such doctor's determination shall be binding upon the parties.

49. **Extended Leave:** *After using 240 hours of sick leave, the employee who shall be injured, ill or disabled from any cause not connected with his service as an employee so as to become physically unfit for work, shall be entitled to a leave of absence with pay, provided that said leave of absence is authorized by resolution of the Borough Council and in accordance with the following schedule:*

If the employee has served for more than ten (10) years, shall be entitled to a leave of absence with full pay for twenty-six (26) weeks, plus an additional thirteen (13) weeks at half (1/2) pay.

50. **Separation from Services:** *Employee shall be paid for one-half (1/2) of their total accrued sick leave upon their retirement, including disability retirement, upon their resignation following ten (10) or more consecutive years of service in the Borough; or to their beneficiaries in case of death to a maximum of \$12,000. The amount of payment shall be calculated based upon the employee's prevailing hourly rate of pay in effect for the employee's regular job on the last work day of the employee's employment.*
51. **Continuation of Benefits Not Covered by this Agreement:** *All employment conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to either Borough Ordinance or Rule and regulation of the Police Department and any past or present benefits which other Command Officers enjoy but that have not been specifically included in this Agreement shall be continued.*
52. **Effective Date of Agreement:** *This Agreement shall be effective through and including December 31, 2021.*

The Borough and the employee will not mutually enter into negotiations for a successor Agreement prior to the expiration of the within Agreement as the Lieutenant acknowledges that the rank of Lieutenant shall become part of the Collective Negotiations Agreement between the Borough and Matawan PBA Local #179 beginning with subsequent contracts commencing January 1, 2022.

The employee acknowledges that he has the right to seek legal counsel in conjunction with the negotiation of this contract and with its execution.

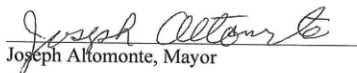
The employee expressly and without duress voluntarily waives any right to counsel.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives this 18 day of December, 2020.

BOROUGH OF MATAWAN


Joseph Altomonte, Mayor

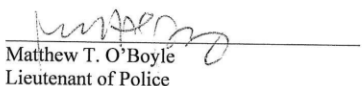
Date: December 16, 2020

ATTEST:


Karen Wynne, RMC
Municipal Clerk

Date: December 18, 2020

EMPLOYEE


Matthew T. O'Boyle
Lieutenant of Police

Date: December 18, 2020

Chief Falco thanked the Governing Body, the Police Committee and the Borough Administrator, for all their work and support in helping to fill the vacancies which should fully staff the Department moving into 2021. He thanked everyone for their appreciation of Matawan's ranking as the safest small town in New Jersey and ranking the 8th small town in America. Chief Falco wished everyone a very happy, healthy, and safe holiday season, on behalf of the men and women of the Matawan Police Department. Council President Gunn stated that the Governing Body and the residents of the Borough appreciate him and all the work his officers do, and regret not having the usual swearing in ceremony and wished the entire Department well, with the hope they all stay safe.

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Privilege of the Floor

Council President Gunn requested a motion to open the Privilege of the Floor. Councilman Cannon made the motion, seconded by Councilman Lazar. Council agreed. Motion passed.

There were no comments

Council President Gunn requested a motion to close the Privilege of the Floor. Councilman Cannon made the motion, seconded by Councilman Lazar. Council agreed. Motion passed.

Recess the Public Session to January 5, 2021 Reorganization Meeting, held at 7:00 PM

Council President Gunn requested a motion to recess the Public Session to January 5, 2021, at 7:00 PM. Councilman Cannon made the motion, seconded by Councilman Lazar. Council agreed. Motion passed.

Meeting recessed at 7:39 PM.

(Signature on File)

Karen Wynne, RMC
Municipal Clerk